



Tender Notice

The Regional Director, Reserve Bank of India, Mumbai invites electronic, digitally signed bids through MSTC Limited website (<https://www.mstcecommerce.com/eprochome/>) from reputed and experienced contractors under two bid system (Technical Bid and Price Bid) tentatively for the period April 1, 2023 to March 31, 2024 for providing the following services:

‘Transportation of coins from Reserve Bank of India/ Government of India Mint, Mumbai to Currency Chests located in the jurisdiction, outstation RBI Offices, other centres etc. with carrier’s risk.’

The e-Tender along-with the detailed tender notice and general instructions is available at the MSTC Website <https://mstcecommerce.com/eprochome/rbi> and Reserve Bank of India website at <https://www.rbi.org.in> under the menu “Tenders”.

Interested bidders must register themselves at the aforementioned MSTC Limited website to participate in the e-Tendering process.

For the above work/s the bidders should submit their proposals in accordance with the important guidelines / instructions regarding e-Tendering along with all supporting documents and complete in all respects up to **02:00 P.M. on February 06, 2023**.

The Bank reserves the right to accept or reject any or all bids or cancel the e-tender without assigning any reason thereof. Any change/addition/deletion in tender document/conditions will be hosted on Bank’s website only.

Mumbai

Regional Director

“Don’t get cheated by E-mails/SMSs/Calls, promising you money.”



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

SCHEDULE OF TENDER (SOT)

1. Two Part Tender is invited by Reserve Bank of India, Mumbai Regional Office (hereinafter referred to as “RBI” or “the Bank”) from eligible bidders for supply of transportation service for transporting coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests located in Mumbai, outstation RBI Offices, other centres etc. by fully covered container trucks/vehicles with carrier’s risk.

2. Only those bidder(s) who fulfil the qualification criteria are eligible to participate in this tender. The successful bidder/s shall provide sufficient number of fully covered container trucks/vehicles for transportation of Coins/ Coin bags tentatively for the period April 01, 2023 to March 31, 2024. The contract may be extended up to a further period of two years, one year each at a time, with/ without any variation in the terms and conditions, subject to satisfactory performance and mutual agreement.

a.	e-Tender No.	RBI/Mumbai/Issue/10/22-23/ET/502
b.	Mode Of Tender	e-Procurement System on MSTC e-commerce site www.mstcecommerce.com/eprochome/rbi (Online Part I - Technical Bid and Part II – Price Bid)
c.	Estimated Value of the Work	₹1,44,00,000/- (Indian Rupees One Crore Forty Four Lakh only) annually. Above amount is purely indicative only and the Bank is not under any obligation to incur expenditure equal to or exceeding the estimated cost/expenditure mentioned here in this tender.
d.	Date of NIT available to parties to download	December 28, 2022 – 05:00 pm onwards
e.	Pre-Bid meeting	Pre-Bid meeting (off-line) will be held on January 24, 2023 at 03:30 P.M. at Reserve Bank of India, Mumbai Regional Office, Issue Department Conference Room, Ground Floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001.
f.	Transaction Fee	0.05% of the estimated value of tender plus GST @18% i.e., Rs. 8,496/- (Indian Rupees Eight Thousand Four Hundred Ninety-Six only).

g.	Earnest Money Deposit	₹2,88,000/- (Indian Rupees Two Lakh Eighty-Eight Thousand Only) through Demand Draft
h.	Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi	December 28, 2022 – 05:00 pm onwards
i.	Last date of submission of EMD	February 06, 2023 till 12:00 P.M.
j.	Date of closing of online e-tender for submission of Technical Bid and Price Bid	February 06, 2023 at 02:00 P.M.
k.	Start Date & time of opening of Technical Bid	February 06, 2023 from 03:00 P.M onwards
l.	Start Date & time of opening of Price Bid	To be communicated separately to bidders qualified in Technical Bid

3. In the event of any date indicated above being declared as holiday, the next working day shall become operative for the respective purpose mentioned herein. Tender document can be downloaded from www.mstcecommerce.com. Any amendment(s)/corrigendum(s)/clarification(s) 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(s)/corrigendum(s)/clarification(s) on the above website.

4. The successful bidder/s shall be required to provide the services which are subject matter of this tender to Reserve Bank of India, Issue Department, Mumbai Regional Office.



**RESERVE BANK OF INDIA
Issue Department
Mumbai Regional Office**

**E-Tender for Transportation of Coins from Reserve Bank of India/
Government of India Mint, Fort, Mumbai to Currency Chests in Mumbai,
Outstation RBI Offices, Other centres etc. with Carrier's Risk**

RBI/Mumbai/Issue/10/22-23/ET/502

**Reserve Bank of India
Issue Department
Shahid Bhagat Singh Marg,
Fort, Mumbai – 400 001
INDIA**

DISCLAIMER

Reserve Bank of India, Issue Department, Mumbai Regional Office has prepared this document to give background information on the tender/work to the interested parties. Reserve Bank of India has taken due care while preparing the information contained herein and believes it to be in order. Neither Reserve Bank of India nor any of its authorities, agencies, any of their respective officers, employees, agents, advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

Reserve Bank of India reserves the right not to proceed with the tender or cancel the tender or to change the configuration of the tender, to alter the timetable 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 made to persons or entities expressing interest.

1. IMPORTANT INSTRUCTIONS FOR E-TENDER

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

Tenderer(s) are advised to read and understand the Notice Inviting Tender (NIT) and subsequent corrigendum, if any, before submitting online bid. Tenderers who do not comply with the conditions pertaining to submission of required information of documentary proof (wherever required) will not qualify in the Tender for opening of Price bid.

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 tenderer(s) can submit her/his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be done over the internet. The tenderer should possess Class III signing type digital certificate. Tenderer(s) should make their own arrangement for bidding from a P.C. connected with Internet. MSTC/Reserve Bank of India, Issue Department, Mumbai Regional Office is not responsible for making such arrangement. **Bids shall not be recorded without Digital Signature.**

SPECIAL NOTE: THE PRICE BID AND THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE ONLY at <http://www.mstcecommerce.com/eprhome/rbi>

Tenderer(s) are required to register themselves online with MSTC Limited at www.mstcecommerce.com → eProcurement → PSU / Govt.Depts → Select RBI Logo → Register as Vendor; by filling up details and creating own User Id and password → Submit.

Tenderer(s) will receive a system generated mail confirming their registration at their email address which was submitted while filling the registration form.

In case of need of any clarification, please contact MSTC/Reserve Bank of India, Issue Department, Mumbai Regional Office (before the scheduled time of the e-tender).

Contact Persons: RBI, Issue Department, Mumbai Regional Office

Shri Mukul Yadav
Manager, RBI
Phone: +91-22-22603022
Email: mukuly@rbi.org.in

Shri Bhushan Shrikrishna Laghate
Assistant General Manager, RBI
Phone: +91-22-22603192
Email: bslaghate@rbi.org.in

Shri Satyapal Unni
Deputy General Manager, RBI
Phone: +91-22-22603011
Email: satyapalunni@rbi.org.in

Shri R K Mahana
General Manager, RBI
Phone: +91-22-22603010
Email: rkmahana@rbi.org.in

Contact Persons: MSTC Limited

Mr. Tanmoy Sarkar, Deputy Manager
Mobile no.-8349894664
E-mail: tsarkar@mstcindia.co.in

Ms. Rupali Pandey, Deputy Manager
Mobile no.- 9458704037
Email: rpandey@mstcindia.co.in

Centralized MSTC Helpdesk for Vendors
Phone No. 033-23400020/23400021/23400022

Helpdesk at MSTC Mumbai for Vendors
Phone No. 022-22886268/22822789

B) System Requirement:

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

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

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

Other Settings:

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

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

C) All bidders fulfilling the eligibility criteria as indicated in Section II (Para 3) need to upload documents as indicated/mentioned in Section V in support thereof along with the tender. Only such bidder(s) will be advised/allowed to proceed with bid procedure.

D) Part I Technical bid will be opened electronically on specified date and time given in the Tender Notice. Part II Price Bid of only those bidders who had been found to qualify / eligible after scrutiny of the documents submitted with Part I will be opened electronically. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid Email Id/Post submitted by them.

Note: The tenderers are advised to offer their best possible rates. The Bank reserves the right to distribute the work based on Kilometres covered during the year as follows:

- a) In the event of there being more than one L1 bidder, the entire work may be equally distributed ((50:50), (33.3:33.3:33.3)) etc. among the L1 bidders.
- b) Otherwise, the entire work may be split between L1 and L2 in the ratio of 60:40 (approx.) subject to the L2 bidder agreeing to accept the rates offered and accepted 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.
- c) In case L2 bidder is not agreeable to match L1 rate then L3, L4 etc. bidder in that order shall be given opportunity to match L1 rate for awarding the balance 40% of work.
- d) If L2, L3, L4 etc. are not agreeable to match the offered rate of L1, then the balance estimated work (40%) may also be awarded to L1 bidder.

Disclaimer: E-tendering procedure pertaining to MSTC website described here is only indicative in nature. All tenderers must apprise themselves with exact/updated details regarding submission of e-tender on MSTC website. For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at www.mstcecommerce.com/eprochome

2. Special Note towards Transaction Fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making any change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using his/her 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.

NOTE

- (i) Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- (ii) Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter of such cash transactions.
- (iii) In case of failure to pay Transaction fee for any reason, the vendor will not have access to online e-tender.

Transaction fee is non-refundable.

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

- 3. Information about tenders/corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email ID provided is valid and updated at the time of registration of

vendor with MSTC. Bidder(s) are also requested to ensure validity of their DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

a) Bidder(s) need to submit necessary EMD and Transaction Fees (If any) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by Reserve Bank of India, Mumbai Regional Office in due course. (EMD exempt for MSE's subject to submission of MSE Certificate.)

b) The process involves Electronic Bidding for submission of Technical and Price Bid. All entries in the tender should be entered in online Technical & Price formats without any ambiguity. Tenders will be opened electronically on specified date and time as given in the tender.

c) The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website www.mstcecommerce.com
→ eprocurement →PSU/Govt. depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid & Price bid have been saved, the vendor can click on the "Final submission" button to register their bid.

- f) Vendors are instructed to use "Attach Doc button" to upload documents. Multiple documents can be uploaded.
 - g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer/RBI will form a binding contract between Buyer/RBI and the Vendor for execution of supply.
 - k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - l) The tender inviting authority reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
6. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
7. No deviation to the technical and financial terms & conditions are allowed.
8. Reserve Bank of India, Mumbai Regional Office has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

9. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochrome to familiarize them with the system before bidding.
10. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochrome/ of MSTC Ltd.
11. The bid shall be evaluated based on the filled-in Technical & Price bid formats.
12. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
13. A sum of ₹2,88,000/- (Indian Rupees Two Lakh Eighty-Eight Thousand only) shall be deposited by bidder(s) towards Earnest Money Deposit (EMD).

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Section-I

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

SCHEDULE OF TENDER (SOT)

1. Two Part Tender is invited by Reserve Bank of India, Mumbai Regional Office (hereinafter referred to as “RBI” or “the Bank”) from eligible bidders for supply of transportation service for transporting coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests located in Mumbai, outstation RBI Offices, other centres etc. by fully covered container trucks/vehicles with carrier’s risk.
2. Only those bidder(s) who fulfil the qualification criteria are eligible to participate in this tender. The successful bidder/s shall provide sufficient number of fully covered container trucks/vehicles for transportation of Coins/ Coin bags tentatively for the period April 01, 2023 to March 31, 2024. The contract may be extended up to a further period of two years, one year each at a time, with/ without any variation in the terms and conditions, subject to satisfactory performance and mutual agreement.

a.	e-Tender No.	RBI/Mumbai/Issue/10/22-23/ET/502
b.	Mode Of Tender	e-Procurement System on MSTC e-commerce site (www.mstcecommerce.com/eprochome/rbi) (Online Part I - Technical Bid and Part II – Price Bid)
c.	Estimated Value of the Work	₹1,44,00,000/- (Indian Rupees One Crore Forty-Four Lakh only) annually. Above amount is purely indicative only and the Bank is not under any obligation to incur expenditure equal to or exceeding the estimated cost/expenditure mentioned here in this tender.
d.	Date of NIT available to parties to download	December 28, 2022 – 05:00 pm onwards
e.	Pre-Bid meeting	Pre-Bid meeting (off-line) will be held on January 24, 2023 at 03:30 P.M. at Reserve Bank of India, Mumbai Regional Office, Issue Department Conference Room, Ground Floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001.

f.	Transaction Fee	0.05% of the estimated value of tender plus GST @18% i.e., Rs. 8,496/- (Indian Rupees Eight Thousand Four Hundred Ninety-Six only).
g.	Earnest Money Deposit	₹2,88,000/- (Indian Rupees Two Lakh Eighty-Eight Thousand Only) through Demand Draft
h.	Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at https://www.mstcecommerce.com/eprochome/rbi	December 28, 2022 – 05:00 pm onwards
i.	Last date of submission of EMD	February 04, 2023 till 12:00 P.M.
j.	Date of closing of online e-tender for submission of Technical Bid and Price Bid	February 06, 2023 at 02:00 P.M.
k.	Start Date & time of opening of Technical Bid	February 06, 2023 from 03:00 P.M onwards
l.	Start Date & time of opening of Price Bid	To be communicated separately to bidders qualified in Technical Bid

3. In the event of any date indicated above being declared as holiday, the next working day shall become operative for the respective purpose mentioned herein. Tender document can be downloaded from www.mstcecommerce.com. Any amendment(s)/corrigendum(s)/ clarification(s) 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(s)/ corrigendum(s)/ clarification(s) on the above website.

4. The successful bidder/s shall be required to provide the services which are subject matter of this tender to Reserve Bank of India, Issue Department, Mumbai Regional Office.

Section II:

Instructions to Bidders

A. General	
1.Scope of Tender	1.1 E-Tenders are invited by Reserve Bank of India, Mumbai Regional Office (hereinafter referred to as “RBI” or “the Bank”) from eligible bidders. The tenderer shall supply sufficient number of fully covered closed container trucks/ closed vehicles having metallic body of sufficient thickness, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) for the transportation of coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests located in Mumbai, outstation RBI Offices, other centres etc. with carrier’s risk.
2. Prohibited Practices	2.1 The Bank requires that tenderer(s)/supplier(s)/contractor(s), interested in having business relationship with the Bank, observe the highest standard of ethics. 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)	shall reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;
	(c)	may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.
3. Eligibility Criteria		<p>3.1 The tenderers must be experienced, resourceful, financially sound and licensed entity (company/partnership/proprietary firm, etc.) having:</p> <ul style="list-style-type: none"> i. Minimum five years of experience in undertaking similar work. (MSE's are exempt from this requirement. However, an MSE must submit MSE Certificate for claiming the exemption) ii. Minimum average annual turnover of at least 25% of estimated value of the contract during the last three financial years supported by audited financial statements. (MSE's are exempt from this requirement. However, an MSE must submit MSE Certificate for claiming the exemption) iii. Positive net worth as per the latest audited balance sheet as of March 31, 2022 or later. The tenderer(s) shall submit solvency certificate duly certified by a scheduled commercial bank. iv. Minimum number of five fully covered closed container trucks/ closed vehicles having metallic body of sufficient thickness, preferably bullet/ tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) and having carrying capacity of minimum 10 tons. All the vehicles should be less than 10 years old. v. The tenderer shall have Permanent Account Number (PAN) and GSTN number, as applicable to discharge the duties.

	<p>vi. The successful bidder shall establish/maintain an Office/ local representative within Municipal area of Mumbai for execution of contract.</p> <p>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.</p> <p>viii. Micro and Small Enterprises (MSE's) must submit MSE Certificate to claim the exemptions as indicated in this tender document.</p> <p>ix. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract for the remaining period or till new agreement is executed.</p> <p>Note: The tenderer shall submit documentary evidence in support of their claims of possessing the above-mentioned qualification/ eligibility.</p>
<p>4. Clarification of Tender Document</p>	<p>4.1 Pre-Bid meeting (off-line) will be held on January 24, 2023 at 03:30 P.M. at Reserve Bank of India, Issue Department Conference Room, Ground Floor, Mumbai Regional Office, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001.</p> <p>4.2 No further clarification will be provided after the pre-bid meeting.</p>
<p>5. Amendment of Tender Document</p>	<p>5.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments/corrigendum on Reserve Bank of India website (www.rbi.org.in) /e-portal. Any amendments / corrigendum issued shall form a part of this tender.</p> <p>5.2 To give prospective tenderers reasonable time in which to take any/all amendments/corrigendum into account in preparing their tenders, the Bank may, at</p>

	its discretion, extend the deadline for the submission of tenders.
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B. Preparation of Tenders	
6. Cost of Tendering	The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
7. Documents comprising the Tender	7.1 The Tender shall comprise the following: Section I: Notice Inviting Tender (NIT) Section II: Instructions to Bidders (ITB) Section III: Terms and Conditions of the Contract Section IV: Tender Form – Part-I (Technical Bid) Section V: List of Documents to be submitted with Technical Bid Section VI: Evaluation of Part-I (Technical Bid) Section VII: Tender Form – Part-II (Price Bid) Section VIII: Evaluation of Part-II (Price Bid) Annex – I : Mandatory Declaration by the Tenderer Annex – II : Format of Performance bank Guarantee for Security deposit
8. E- Tender	The tenderer shall submit the tender using the digital signature Class III via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
9. Documents establishing the qualifications of the Tenderer	To establish its qualifications to perform the contract in accordance with Section II (Para 3), the tenderer shall submit all relevant documents/records/information while submitting the tender.
10. Period of validity of Tenders	10.1 The Tender/bids submitted by the tenderer shall have validity period of 90 days from the last date of the submission of tender. 10.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.

<p>11. EMD as Tender Security</p>	<p>11.1 Tenderers need to submit necessary EMD and transaction fees to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded in due course.</p> <p>11.2 Earnest Money Deposit of ₹2,88,000/- (Indian Rupees Two Lakh Eighty-Eight Thousand only) to be made to the Reserve Bank of India, Mumbai Regional Office by submission of Demand Draft only. Demand Draft should be issued by a Scheduled Commercial bank and payable to Reserve Bank of India at Mumbai.</p> <p>11.3 The Demand Draft in favour of Reserve Bank of India should be deposited by February 06, 2023 till 12:00 P.M. at Remittance Section, Issue Department, Reserve Bank of India, Mumbai Regional Office.</p> <p>Note- An MSE bidder must submit MSE Certificate to claim exemption for EMD.</p>
<p>C. Submission and Opening of Tenders</p>	
<p>12. Submission, Sealing and Marking of tenders</p>	<p>12.1 Tenderers must follow the e-tendering submission procedures specified in the instructions regarding E-Tender given at the MSTC Limited website.</p> <p>12.2 The tenderers may submit their Technical Bid in the prescribed format (Part-I) along with the copies of all the necessary documents, as per the list of documents given in Section V and Price Bid (competitive rates) in the prescribed format (Part-II). E-Tender with all information shall be submitted on or before the prescribed time on the last date.</p> <p>12.3 In case prescribed/applicable information/ documents are not submitted by the tenderer, then Bank shall assume no responsibility for rejection of their bid/Tender.</p>

13. Deadline for Submission of Tenders	<p>13.1 The submission of tenders through e-tendering process must be completed before the expiry of date and time prescribed for the purpose.</p> <p>13.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
14. Late Tenders	No Tender after the deadline shall be allowed on the e-portal.
15. Tender Opening	The Bank shall open the Tender electronically at the notified time and date.
D. Examination of Tenders	
16. Confidentiality	Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.
17. Clarification of Tenders	<p>17.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification in relation of his/her tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be entertained. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted.</p> <p>17.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, his/her tender shall be rejected.</p> <p>17.3 The Bank reserves the right to check/correct any mathematical /arithmetical error in the evaluation of Price Bid submitted by the tenderer(s).</p>
E. Tender Evaluation and Comparison	
18. Qualification of the Tenderer	18.1 The Bank shall determine to its satisfaction whether the selected tenderer meets the qualifying criteria in accordance with Section II (Para 3) and Section V and VI. The decision of Reserve Bank of India, Mumbai Regional Office on whether the past work experience of any tenderer qualifies as work of similar nature or not as necessitated by Section II

	(Para 3) of the tender document shall be final and binding on all the tenderers.
<p>19. Scrutiny/Evaluation of Tenders</p>	<p>19.1 The tenders comprising two parts i.e. Part I on “Technical Bid” and Part II on “Price Bid” shall be submitted separately through E-Tendering Portal.</p> <ul style="list-style-type: none"> a) Part I on Technical Bid should be submitted along with the followings: b) Earnest Money Deposit through DD for an amount of ₹2,88,000/- (Indian Rupees Two lakh Eighty-Eight Thousand only). No interest shall be paid on this deposit. (EMD exempt for MSE’s subject to submission of MSE Certificate) c) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents. d) Documentary evidence and documents required to be submitted under the Tender. (Section II and Section V) e) Masked Indicative Price Bid listing all the components as per Price Break-up Schedule without indicating any prices. f) Any other information the tenderer wishes to furnish. g) Part II “Price Bid” should be submitted separately comprising of prices in Indian Rupees only with detailed break-up of price in the specified format given in Section-VII both in figures and words. No enclosure is permitted in Part II. Change of terms and conditions and deviations, if any, found in Part II of the tender will not be considered and such Price Bid shall be treated as null and void. The rates quoted shall be firm and binding without any escalation. h) Part I of the tenders shall be opened in the presence of tenderers or their authorized representatives, who choose to be present.

	<p>i) The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders that do not meet the requirements, are liable to be treated as unresponsive and ignored/rejected.</p> <p>j) Price Bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on the date that will be communicated to the eligible bidders.</p> <p>k) The Bank will award the contract to the tenderer/s as follows:</p> <ul style="list-style-type: none"> a. In the event of there being more than one L1 bidder, the entire work may be equally distributed ((50:50), (33.3:33.3:33.3)) etc. among the L1 bidders. b. Otherwise, the entire work may be split between L1 and L2 in the ratio of 60:40 (approx.) subject to the L2 bidder agreeing to accept the rates offered and accepted 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. c. In case L2 bidder is not agreeable to match L1 rate then L3, L4 etc. bidder in that order shall be given opportunity to match L1 rate for awarding the balance 40% of work. d. If L2, L3, L4 etc. are not agreeable to match the offered rate of L1, then the balance estimated work (40%) may also be awarded to L1 bidder. <p>Note- The Bank reserves the right to distribute the work based on kilometres covered during the year.</p>
<p>20. Bank's Right to accept any tender and to reject any or all tenders</p>	<p>20.1 Keeping in view the sensitivity of the work, the Bank shall be at liberty not to accept the lowest bid or any tender and shall reserve the right to reject any or all the tenders at any stage of the tendering process, either in whole or in part, without thereby incurring any liability to tenderers or assigning any reason thereof. A conditional bid shall be rejected.</p>
<p>F. Award of Contract</p>	

<p>21. Period of Contract</p>	<p>21.1 The award of contract shall be valid tentatively for a period of one year i.e., from April 1, 2023 to March 31, 2024, and can be extended up to a further period of two years, one year at a time, with/without any variation in the terms and conditions, subject to satisfactory performance and mutual agreement.</p> <p>21.2 On receipt of the intimation from the Bank of the acceptance of his/ her tender, the successful tenderer/s shall be bound to implement the contract. The successful tenderer/s shall sign an agreement within a week in accordance with the terms and conditions of the agreements, specified in Section III (and such other conditions as may be mutually agreed between the parties), and the Schedule of Rates, finally arrived at.</p>
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Other Important Instructions:

A. General Conditions:

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

B. Situations leading to disqualification / rejection of tenders

- i Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification and exclusion 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.
- ii The tenders should be complete in all respects with all attachments / enclosures / annexure/supporting documents. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. shall be out rightly and summarily rejected by the Bank.
- iii Tenders received by any means other than the MSTC Website shall not be entertained/accepted. No correspondence will be entertained on this matter.

- iv Bid proposals received without or less than the prescribed EMD / processing fee shall be summarily rejected. (EMD exempt for MSE's subject to submission of MSE Certificate)
- v Tenders received after the due date and time shall be summarily rejected.
- vi **Conditional Bids shall be straightway rejected, and no additional clause will be entertained.**
- vii No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.

C. Force Majeure

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)).

D. Disclaimer

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

E. Confidentiality Statement

- i. The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
- ii. The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
- iii. This Tender Document does not purport to contain all the information each tenderer may require.
- iv. This tender document may not be appropriate for all persons, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.
- v. Each tenderer should conduct its own inquiry and analysis and should check the accuracy, reliability and completeness of the information in this tender document and wherever he/she feels necessary obtain independent advice from appropriate sources.
- vi. The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

Section III:

Terms and Conditions of the Contract

A) Scope of work:

The tenderer shall supply sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) for transportation of Coin Bags/Coin Boxes from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests located in Mumbai, outstation RBI Offices, other centres etc. with carrier's risk.

The scope of work of this contract will not have any effect on the scope of work of the existing contract(s) of the Reserve Bank of India, Issue Department, Mumbai Regional

Office. In case(s) of any dispute regarding the scope of this contract, the decision of Regional Director, Reserve Bank of India, Mumbai Regional Office will be final and binding on the contractor.

B) Commencement / Renewal:

- i. On receipt of intimation from the Bank of the acceptance of tender, the successful tenderer/s shall be bound to execute and implement the contract. The successful tenderer/s shall sign an agreement with the Bank generally within a week in accordance with the conditions in tender document and schedule of rates subject to submission of the associated documents. The contractor shall submit a Performance Bank Guarantee within ten days of the issue of the Notification of the Award or at the time of execution of the agreement, whichever is earlier.
- ii. In the event of the successful tenderer refusing to sign the agreement and execute the contract or rescinds the contract or in any manner causes disruption of service, at any time during its validity, the EMD/security deposit lying with the Bank shall be forfeited and the tenderer shall be debarred from participating in any tender for a period of three years.
- iii. Contract shall be valid from the date of agreement till **March 31, 2024**. The Contract can be extended by the Bank at its option 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 and mutual agreement between the parties.
- iv. When the period of the contract is about to expire, the matter of extension of the contract may be considered by the Bank. Three months before the expiry of the existing contract, the contractor shall provide in writing to the Bank, whether she/he is willing to renew the contract. In case the contractor fails to communicate to the Bank in writing his willingness by January 20, the Bank may start the tendering process for the ensuing year. A communication/willingness to renew the contract received after January 20 may be rejected at the discretion of the Bank.

C) Security:

- i. The tenderer(s) shall furnish to the Bank an irrevocable Performance Bank Guarantee from a scheduled commercial bank for a sum of ₹ 5,00,00,000 (Indian Rupees Five Crores only) in favour of the Bank, representing/covering the value of treasure being transported.
- ii. 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 or to be suffered by the Bank. If the contract is renewed, the contractor will arrange to provide extended bank guarantee accordingly. The Bank shall be entitled to invoke the Performance Bank Guarantee for the purpose of the contract/agreement.
- iii. The Bank reserves the right to increase the amount of bank guarantee depending upon the amount of remittance and the contractor shall provide Bank Guarantee of additional amount.
- iv. The Performance Bank Guarantee shall be released without interest after three months of completion of the contract period only after the Bank being satisfied of the successful completion of the contract and after ensuring no liabilities towards any agencies/ authorities concerned or contractors' employees are outstanding for payment by the contractor.
- v. An amount of ₹ 1,00,000 (Indian Rupees One Lakh only) shall be deposited by the successful tenderer with Reserve Bank of India as Security Deposit (without Interest) for the execution and due fulfilment of the contract. For unsatisfactory performance and/or contractual failure the security deposit shall be forfeited. No interest shall be paid on the said deposit. Security Deposit will be refunded after successful completion of all works, settlement of all dues less debits, if any, according to the terms and conditions of the contract.

D) Duties of the contractor:

The contractor shall execute the work under this contract till the expiry of the contract. In case contractor fails to execute the assigned work, her/his Security Deposit shall be forfeited. Further, the contractor has to indemnify the Bank from any type of loss due to any negligence on its part and by his/her employees/supervisors etc.

- i. The Contractor shall, at all times during the Contract Period, within 12 hours from the receipt of written or verbal requisition to that effect from the General Manager / Deputy General Manager, Reserve Bank of India, Issue Department, Mumbai Regional Office or any of his subordinate officer(s), supply adequate number of vehicles of the description provided in the tender document for transportation of coins packed in bags. Such requisition may be delivered to the contractor by means of telephone or mobile phone or e-mail or fax etc. The requisition notice may be cancelled by the Bank by issuing another notice, orally or in writing not less than three hours before the time fixed for transportation of coin bags. In such case the Bank shall not make any payment to the contractor by way of remuneration/compensation/ penalty/damages 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 requisition/notice so given shall be complied with, even if it requires working beyond ordinary business hours or on a day / days declared as Public Holiday/s under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant statute / provision applicable in this respect.
- iv. The contractor shall not, in any circumstance, transport goods or any other item pertaining/belonging to any person other than RBI, MRO in the vehicles carrying the consignment of the Bank.
- v. The coin bags will be handed over to the contractor at his/her own risk. He must provide the necessary security arrangements for their security. Obtaining necessary permissions/ approvals from the concerned agency/agencies for security will be the responsibility of the contractor. The contractor may arrange for insurance of the coins at his/her own cost in consultation with the Bank.
- vi. The tenderer shall be required to obtain necessary route permits and pay all relevant taxes on his/her own and shall not be eligible for any reimbursement.

- vii. The contractor shall not assign or let out or sublet 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 whereupon security deposit shall stand forfeited by the Bank and/or bank guarantee shall be invoked without prejudice to the other remedies available to the Bank against the Contractor.
- viii. 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 treasure is not delayed or stranded.
- ix. The contractor shall ensure that his/her vehicles have necessary/valid permissions/licenses issued by RTO(s) concerned, Registration papers, permit, PUC certificate, Fitness Certificate, tax paid up to date, Insurance cover, etc. 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.
- x. The drivers and employees deployed by the contractor to handle the vehicles should be his/her own employees and should not be from other organisations/firms. There shall be no employer-employee relationship between the persons deployed by the Contractor and the Bank. It will be the prerogative and obligation of the Contractor to deploy suitable persons for the purpose of the agreement. The Contractor shall be solely responsible for the conduct and discipline of the persons so deployed.
- xi. The Bank shall have the right to inspect or cause 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 and replacement. 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 works/activities should be carried out without causing any damage to the coin bags, Bank's employees or officers, Bank's property, goods etc. and general public or any other person present in the premises of the Bank.

The transport contractor shall be required to work in close co-ordination with the contractor supplying labourers/ mazdoors. In case, the transport of coins could not be carried out/held up for lack/failure of co-ordination on the part of the Contractor, the Bank shall have the right to impose penalty upto Rs. 10,000 for each instance. If the Contractor commits repeated lapse in co-ordination, the Bank shall have right to terminate the contract and engage other transporter at the risk and cost of the Contractor.

- 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 contractors. In case of leased vehicles, the lease of vehicles shall not expire before expiry of the contract.
- xiv. The contractor shall make good and reimburse to the Bank any loss or damage sustained by reason of accident, fire, theft, robbery, looting of the treasure, in transit or due to any defective vehicle or any incompetence, negligence of the employees of contractor.
- xv. The vehicles when fully loaded with coin bags should not exceed the permissible laden weight of the vehicle. The contractor is required to provide GPS system for vehicles for the purpose of tracking the movement and position of vehicles.
- xvi. The Contractor shall ensure that the driver/s provided by the contractor for driving such vehicles/trucks must have valid and appropriate license to drive such vehicles/trucks. Contractor shall ensure that driver shall not drive the vehicles / trucks under the influence of intoxicating substance/liquor or in intoxicated condition. He must ensure that no driver is used/employed for driving treasure laden vehicle when he/she is mentally or physically unfit.
- xvii. The contractor shall have sufficient means of communication to enable the Bank to have continuous communication with him. At the minimum, the contractor shall have one telephone (Landline), one mobile number, one fax number and one e-mail address all of which should be operational all the time. The contractor shall put adequate arrangements in place to immediately

respond to a request, requisition and instructions issued to the contractor over any one or more of the above means of communication. The contractor shall provide name/s of the contact person/s for the said purpose immediately upon signing of this agreement. Any change in the name/s of the contact person/s shall be notified by the contractor to the Bank immediately. The contractor shall immediately notify the Bank of any change in his/her telephone numbers/e-mail address. In case of any temporary disruption in any of the above means of communication, the contractor shall put alternate arrangements in place immediately to keep the communication link always functional. Failure to establish and maintain any of the above means of communication or making alternate arrangement in case of any disruption shall be treated as a deficiency in service.

- xviii. If at any time Bank is not in a position to communicate with the contractor due to disruption in all the means of communication or otherwise the Bank shall be forced to send communication through REGISTERED POST and communication shall be treated as complete on submission of the same to the POST OFFICE by the Bank.
- xix. The coin bags are to be transported at the contractor's risk. If during the transit, the consignment is 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 the Contractor or any other reason whatsoever, the Contractor shall be fully liable for the loss or damage to the consignment. If the consignment is 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 will send its representative to assess the damage, before the consignment is delivered to the destination. The contractor shall be liable to pay to the Bank the amount of loss or damage. The Bank shall have the right to adjust/appropriate loss or damage from the bills payable to the Contractor, from the Security Deposit, by invoking Performance Bank Guarantee and any other amount payable to the Contractor.
- xx. The contractor shall give a declaration whether any of his / her relative is employed in the Bank and if so in what position. If no relative is employed in the

Bank, the contractor shall give a declaration to that effect. For this purpose, the contractor means:

- (a) In case of a company, the promoters, directors and the senior officers of the company, its subsidiaries and associate companies.
 - (b) In case of a proprietary firm, the proprietor.
 - (c) In case of a partnership firm, all the partners.
- xxi. The Contractor shall furnish a list of the employees and officials who shall be associated with carrying out of the work subject of this agreement immediately after receipt of the letter from the Bank communicating allotment of the contract. The Contractor shall also furnish photographs, residential addresses, permanent addresses and character certificates of the employees and officials. The Contractor shall get the antecedents and character of all the employees and officials verified by the Police Department on annual basis before deploying them to carry out the work under this contract.
- xxii. This Agreement shall be executed in counterparts/duplicate and should be in bilingual form i.e., English and Hindi. The original agreement shall be kept with the Bank and the counterpart/duplicate shall be kept with the Contractor. The stamp duty and other expenses payable in respect of this Agreement in full (Original as well as counterparts/ duplicate) shall be borne and paid by the Contractor.
- xxiii. If any certificate/documents enclosed or details furnished by the contractor while tendering for this work or subsequently during operation of this agreement are found to be incorrect/fake/bogus/tampered with or information not disclosed completely. The Bank shall have the right to terminate the contract without notice and engage other Contractor at the risk and cost of the Contractor. Further, the Bank shall also have the right to forfeit the Security Deposit and invoke Performance Bank Guarantee. The contractor in such event shall be debarred from participating in any tender floated by the Bank for a period of 3 years.

E) Administration of employees and officials of the contractor

- i. The Contractor shall issue Photo Identity Cards (PIC) to all personnel like supervisors, drivers and cleaners/helpers, etc. who may be associated with

the discharge of the work/s subject of this agreement. The contractor shall employ such personnel whose Police Verification of character and antecedents is valid and has been carried out not earlier than one year. Documentary evidence of such verification shall be furnished to the Bank before deploying them. Police verification certificates shall be submitted once in a year at the beginning of the year.

- ii. The responsibility to control, supervise, administer, personnel/employee of the Contractor deployed for the work under this agreement and to maintain order amongst them shall vest with the Contractor. The maintenance of record / muster for marking the presence / absence of employees shall be the responsibility of the Contractor and such record /muster shall always be under the control/possession of the Contractor. The Contractor shall maintain, at all times during this contract, discipline amongst the employees and administer issues related to leave or absence. The Contractor shall, if necessary and directed by the Bank, appoint a supervisor to supervise his employees who are deployed by the Contractor to carry out the work under this contract.
- iii. The Contractor shall ensure that his employees/personnel do not create any disorder, indiscipline or obstruction in the operations of the Bank by either disrupting/ obstructing the work under this contract or other work/ operations of the Bank whether being carried out by the Bank's employees/officers or employees/personnel of other contractors doing the work of the Bank.
- iv. The Contractor shall also ensure that his employee/personnel do not misbehave, quarrel or fight with Bank's employees or officers or employees/personnel employed by other contractors engaged by the Bank or damage property of the Bank or vehicles of the Bank or its officers/employees parked inside the Bank premises. If the Bank comes to a conclusion that the Contractor had failed to control his employees/personnel, the Bank may impose a penalty upto ₹10,000/- (Indian Rupees Ten Thousand only) for each such instance in addition to recovering the loss.
- v. The Contractor shall also be liable to compensate any person who suffer any injury as a result of misbehaviour or negligence by his employees or personnel. The Bank may also direct the contractor not to engage any person/s who had misbehaved, quarrelled or injured any employee/personnel employed by another contractor or damaged the property of the Bank. Failure to obey such

direction of the Bank shall entitle the Bank to impose penalty of ₹ 2,000/- (Indian Rupees Two Thousand only) per day till such person is replaced with other person. The Contractor shall also be liable for damages caused by his persons.

- vi. The Contractor shall ensure that the drivers employed by the contractor for carrying out the work under this agreement are not addicted to alcohol or any other intoxicating substances. If it is found that a driver/s has/have caused accident due to negligence or rash driving or driving under the influence of alcohol or any other intoxicant, the Bank may recover the loss and also impose penalty of ₹10,000/- (Indian Rupees Ten Thousand only) on each occasion. If such incidents are repeated the Bank shall have the right to immediately revoke this contract and forfeit the Security Deposit and/or Performance Bank Guarantee. If the Bank and/or any of its officers / employees is/are made a party in any case instituted as a result of an accident caused by a driver driving vehicle negligently or in intoxicated state or without appropriate license, the contractor shall defend them at his own cost failing which the Bank shall recover from the contractor the cost incurred by the Bank or any of its employees/officers.
- vii. As there are more than one contractors who may be carrying out various activities for the Bank, it will be the duty of the Contractor to ensure that his employees / officials co-operate with the employees/personnel who do such work to ensure smooth conduct of the Bank's work. The Contractor shall keep close co-ordination with the Bank employees and other contractors to ensure this.
- viii. The contractor shall take all reasonable precautions to prevent any unlawful activity, riot or disorderly conduct or acts by his employees so deployed and ensure preservation of peace and protection of persons and properties in the Bank.
- ix. The Bank shall not be liable for reimbursing the Contractor for any expenditure he may incur to ensure compliance with any statute, rules, orders, Government Resolution etc. in force or promulgated or issued after the date of execution of this agreement.

F) Damages, Disputes and Arbitration etc.

- i. In case of any/all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
- ii. The contractor shall make good and reimburse to the Bank any damage or loss sustained by reason of any defect(s) in the vehicles, inability to run the vehicle/s due to lack of skill, mechanical problems or expiry of validity period of any certificate/s, licence/s or any permission/s necessary for running of the vehicles, insufficient number of vehicles vis a vis the requisition notice served on the contractor.
- iii. The Contractor shall make good and reimburse to the Bank any damage or loss sustained due to inability or acts of omission, commission or negligence by the contractor or his employee or official. The Bank shall have the right to direct the contractor not to engage the services of any employee or official who is incompetent, or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the Contractor to stop engaging the services of any employee or official who is found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such direction from the Bank, the contractor shall immediately stop engaging the services of such employee or official for carrying out the aforesaid works in the Bank and make necessary substitute arrangement. If the contractor fails to comply with the direction of the Bank within 24 hours from such direction, the Bank may impose penalty of ₹2000/- (Indian Rupees Two Thousand Only) per person per day for the period of such non-compliance. In case of sustained or frequent non-compliance, the Bank may cancel the contract and forfeit the Security Deposit.
- iv. If at any time the General Manager/Deputy General Manager, Reserve Bank of India, Issue Department, Mumbai Regional Office finds that; through the default of the contractor, owing to insufficiency or delay or failure or other deficiency/insufficiency in communication or supply of required number of vehicles, the coin bags cannot be dispatched / received in due time, the General Manager/Deputy General Manager, Reserve Bank of India, Issue Department, Mumbai Regional Office shall have the right to cancel the requisition and reject all vehicles supplied on the occasion and get the work done otherwise. The

Bank shall recover the expenditure incurred by it on making the alternate arrangements for carrying out the work. In addition, the Bank may also impose penalty upto ₹10,000/- (Indian Rupees Ten Thousand Only) for every such instance without ceiling / limit on the number of such occasions or amount. In case such penalties are levied for more than three occasions, the Bank shall have right to terminate the contract. Such penalty shall be recovered from the Security Deposit or any amount due or falling due to the contractor including by invoking Performance Bank Guarantee. If such amounts are recovered from Security Deposit/by invoking Performance Bank Guarantee, the contractor shall make good the deficiency so arising in the Security Deposit/ Performance Bank Guarantee within seven days of intimation given by the Bank.

- v. In the event of deficiency in service of the contractor, any damage or loss sustained by the Bank or expenses which the Bank may be required to bear in defending itself in any proceeding/s initiated by or before any court, statutory, administrative or municipal authorities shall be recovered by the Bank from the contractor. If such amount is recovered from the Security Deposit/ Performance Bank Guarantee, the contractor shall make good the deficiency so arising in Security Deposit/ Performance Bank Guarantee within seven days of intimation given by the Bank.
- vi. In the event of any dispute as to whether any liability has arisen as mentioned in this agreement, the decision of the Regional Director, Reserve Bank of India, Mumbai Regional Office, Mumbai shall be final and binding on both parties. In the event of such liabilities being found to have arisen, the decision of the said Regional Director as to the amount of damage or loss sustained shall likewise be final and binding.
- vii. All disputes and differences of any kind, arising out of or in connection with this contract shall be resolved by ARBITRATION (only in accordance with and subject to the provisions of ARBITRATION AND CONCILIATION ACT, 1996) and the arbitration shall be held at Mumbai only. Each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. This contract is subject to exclusive jurisdiction of courts at Mumbai.
- viii. Any amount recoverable from the contractor either towards penalty or otherwise, shall be appropriated from any amount due or payable to the

contractor. In case, such amount is insufficient, the Bank reserves the right to adjust from Security Deposit and to invoke Performance Bank Guarantee without any notice to the contractor. The Contractor shall not object to such adjustment/appropriation. If the Security Deposit is adjusted or if the Performance Bank Guarantee is invoked by the Bank, the contractor shall recoup the deficiency within seven days of intimation given by the Bank.

G) Risk and Cost

In the event, the contract is terminated before the validity period of the contract, the contractor shall be liable to risk and cost amount that may be arrived at by the Bank. The amount of risk and cost shall be adjusted/appropriated from any amount due and payable to the contractor including Security Deposit and also by way invocation of Performance Bank Guarantee. The contractor shall not have any objection to such appropriation.

H) Payment and Taxes:

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

- i. The contractor shall be paid charges for services rendered at the rates mentioned in the Schedule to this Agreement plus applicable GST. 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. All payments to the Contractor shall be subject to statutory deductions, at the rate/s specified under the relevant laws/rules in this regard.
- iii. 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 including other workmen 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.

- iv. The Bank reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means.
- 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, Mumbai Regional Office shall be final and binding to on both parties.
- vi. The Contractor shall submit the bills for the works carried out by him at monthly interval. The bills should be submitted by the 15th day of the succeeding month. In case the 15th day is a holiday, the bill must be submitted on the immediately succeeding working day. The Bank may refuse payment of a bill if the time-limit for submission of bills is not complied with.
- vii. The contractor shall furnish a proforma of the bill with the letter of acceptance / agreement after issuance of work-order by the Bank. The Bank shall examine the bill proforma to ensure that the same is compliant with extant laws and Bank's instructions. The contractor shall carry out modifications in the bill proforma as suggested by the Bank.
- viii. All types of compensation/dues i.e., penalty, damages, fines etc. payable by the contractor to the Bank under this agreement will be deducted from the amounts payable by the Bank to the contractor, amounts which shall become payable, Security Deposit etc. or other dues payable or becoming payable to the contractor. If any amount is recovered by the Bank from the Security Deposit, the contractor shall make good and restore the security deposit within seven days of intimation given by the Bank.
- ix. The Contractor shall deliver coin bags to Offices of Reserve Bank of India and currency chests as specified by the Bank from time to time against their receipt in the prescribed format and submit the receipt to the Bank along with the bill for the charges. Payment of bills is subject to confirmation of the receipt of the remittances by the destination currency chests, Reserve Bank of India Offices, etc.

I) Disqualification / Termination/ Penalty:

- i. It will be treated as a serious misdemeanour in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the tenderer shall be liable for rejection in addition to being debarred from participating/undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give seven days show cause notice (SCN) to the person and consider any reply submitted to the SCN before finally deciding on debarring the person. If such instances go undetected during the tendering process but are detected subsequently, such disqualification will take place with immediate effect.
- ii. The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination. However, during the notice period, the Contractor shall be liable to discharge his contractual obligations at the option of the Bank. Failing to do so, the Contractor shall be liable to risk and cost.
- iii. In case of any breach of terms and conditions of the contract, considered by the General Manager/DGM-in-Charge, Issue Department, Reserve Bank of India, Mumbai Regional Office to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-Charge in consultation with Regional Director, Reserve Bank of India, Mumbai Regional Office may impose a penalty not exceeding ₹10,000 (Indian Rupees Ten Thousand Only) on the contractor for each instances. This is without prejudice to the Bank's right to impose penalty under any other clause.
- iv. In case of frequent or continued delay or if the performance is found to be unsatisfactory or in case of any breach by the Contractor of any of the provisions of this agreement, the Bank may terminate the contract with immediate effect by giving in writing at the risk and cost of contractor whether any penalty as herein before provided for such delay or breach has been imposed or not. Continuation of the contract shall primarily depend upon the performance of the contractor.

- v. If the Contractor fails to provide services for more than three occasions continuously/consecutively, then the Bank has right to terminate the Contract with/ without giving any notice at the risk and cost of the Contractor. In such case the transporter has no right to claim compensation.
- vi. In case of Proprietorship firm, upon proprietor being incapable or the proprietor is deceased, the Bank shall have discretion to continue the contractual relationship with the identified representative for the remaining period of contract by entering into a fresh agreement on the same terms and conditions.

J) Compliance with Statutes and Indemnity:

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

- i. The Contractor shall comply with the requirements of Child Labour (Prohibition & Regulation) Act, 1986 and shall not use child / children for the work which is subject of this agreement.
- ii. The contractor shall also make available to the Bank all registers, books and documents and/or other records maintained by the contractor physically, electronically or on any other medium when such registers, books and documents are required to be inspected, audited, verified or examined by the Bank's internal or external inspectors and/or auditors; under orders of a court, statutory, administrative or municipal authorities.
- iii. The Contractor shall maintain the documentary evidence of compliance of the extant statutes, rules, orders, etc. in the forms prescribed thereunder. The Bank shall have the right to call for and examine/inspect/verify such documents to satisfy itself of such compliance. The Contractor shall furnish such documents to the Bank within reasonable time not exceeding five working days after communication of such requirement is served on the Contractor in writing or any other period directed by a court, tribunal, authority etc. whichever is shorter. If the Contractor fails to furnish documents complete

in all respects, the Bank shall have the right to impose a penalty of ₹1,000/- (Indian Rupees One thousand only) per day after expiry of the time permitted for submission of the documents recoverable from any amount due and payable to the Contractor including Security Deposit or by invoking Performance Bank Guarantee. Any pecuniary loss, payment/fine etc. incurred/made by the Bank due to non-maintenance of records by the Contractor or on-furnishing of such records by the Contractor leading to inability of the Bank to present such records before any court or statutory or administrative authority or municipal body if required to do so by the later, shall be recovered by the Bank from the Security Deposit or other dues payable or falling payable to the contractor. If the Bank is unable to recover the amount/s fully, the remaining amount shall be recovered as debt due by the Contractor to the Bank. The Contractor shall indemnify and keep indemnified the Bank, if any proceedings are initiated against the Bank in respect of statutory dues or compliance for which he is responsible. The Bank shall have the right to terminate the contract if the contractor fails to ensure compliance within reasonable time keeping in view the nature and seriousness of such non-compliance.

- iv. The contractor shall abide by the provisions of the Motor Vehicle Acts and the rules of various States in force in the States concerned.
- v. There shall be no employer-employee relationship between the Bank and the persons deployed for the purpose of the contract. The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), payment of Gratuity under Payment of Gratuity Act, 1972 and as per other statutory provisions as may be applicable 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.
- vi. The Contractor shall be liable to pay minimum wages under the Minimum Wages Act, 1948 & rules made thereunder, Employees Provident Fund under EPF & MP Act 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965, ESI under ESI Act, as applicable and all other statutory payments that are required to be paid to the persons deployed/engaged for the purpose of the contract. In the absence of ESI, the contractor should undertake the

liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employee's Compensation Act, 1923. Premium for the same shall be borne by the contractor only. 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/dues without prejudice to the Bank's right to terminate the contract at the risk and cost of contractor.

- vii. 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.
- viii. The contractor shall make payment of salary to his/her employees by credit to their bank account only. Such bank statement evidencing the payment of salary should be submitted to the Reserve Bank of India, Mumbai Regional Office on monthly basis by the 10th of the succeeding month.
- ix. The Principal Employer i.e., the Reserve Bank of India shall not be responsible for providing any employee/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.
- x. The contractor shall be solely responsible for full compliance of the provision of the Sexual Harassment at Workplace (Prevention, Prohibition and Redressal) Act, 2013 by any mazdoor or other persons deployed by him for execution of the contract. In case of any complaint of sexual harassment against its employees/labour within the premises of Reserve Bank of India, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/ under the said act and he/she shall ensure proper action under the Act in respect to the said 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 liable

to pay all the pecuniary damages payable to the victim of sexual harassment, failing which the Bank shall have the right to appropriate the amount from the dues payable, Security Deposit and by invoking of Performance Bank Guarantee. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

- xi. The contractor shall indemnify and keep the Bank indemnified of any loss or damages caused to the Bank's property or any other person or claim made by any third party/authority during the execution of this contract.

K) Non-Disclosure Clause:

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

L) Continuity of Contract in case of Proprietorship

In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the

Bank to continue the contract for the remaining period or till new agreement is executed.

M) Safety Code

- i. First aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained by the contractor in a readily accessible place.
- ii. An injured person during the execution of work shall be taken to a nearby public hospital without loss of time. In case where the injury necessitates hospitalization, the contractor shall arrange for the same.
- iii. All service personnel should carry/ wear necessary safety equipment.
- iv. Fire Extinguishers should be placed by Contractor to ensure fire safety.

SECTION IV:

E-Tender for Transportation of Coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests in Mumbai, Outstation RBI Offices, Other Centres etc. with Carrier's Risk

Part I
Technical Bid Form

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

Sr. No.	Particulars	Information submitted by the Bidder		
1.	Name of the Tenderer			
2.	Constitution of the tenderer, whether it is a Company, partnership firm or proprietary concern			
3.	Name and designations of the persons who will execute the contract			
4.	Registered address and contact address of the Company/Firm/Proprietorship concern (Tenderer)			
5.	Telephone Number (s)	Office	Residence	Mobile No. of the Designated person
6.	E-Mail Id			
7.	Fax Number			
8.	Address of the office/local representative of the Tenderer within Municipal area of Mumbai			
9.	Experience in undertaking similar work (No. of Years) (Certificates issued by purchaser are to be attached) (Exempt for MSE's)			

10.	Annual Turnover of the last three years (audited financial statements are to be attached) (Exempt for MSE's)					
11.	Net worth as per the latest audited balance sheet (Copy to be attached which should not be older than March 31, 2022)					
12.	Whether holding National Permit for the Vehicles (Photo copies of the National Permits of the vehicles to be attached)					
13.	Name and address of banker (bank Statements of last one year to be attached upto December 31, 2022 or later.)					
14.	Permanent Account Number (Copy to be attached)					
15.	GST Number/s (Copy to be attached)					
16.	Details of Fully Covered Container Trucks/Vehicles held by the Tenderer					
Sl. No.	Make/Company	Year of Mfg.	Capacity (in Tons)	Registration Number	Whether the Trucks/Vehicles are GPS enabled having minimum carrying capacity of 10 tons (Yes/No)	National Permit Number
1)						
2)						
3)						
4)						
5)						
6)						
7)						

8)						
9)						
10)						

17. Details of the institutions with which the tenderer has entered into similar contracts (past or existing). (Self-attested Documents / Certificates in support thereof may be enclosed) (Exempt for MSEs)

Sl. No.	Name of the Institution	Address and Telephone Number (submit relevant documents)	Period of Contract	Turn Over (per annum) (Rs.) (Financial year April-March)
1)				
2)				
3)				
4)				
5)				

18. (a) Whether the tenderer has ever been blacklisted by Reserve Bank of India or State / Central Government Department / PSUs/ PSBs? - Yes / No

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

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

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

19. Are the terms and conditions of the contract acceptable to the tenderer? – Yes/No

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

20. Details of Earnest Money deposited through Demand draft in Reserve Bank of India, Mumbai Regional Office (Exempt for MSE's):

- a. Name of the Demand Draft Issuing bank and Demand Draft number and Date of issue
- b. Date of Deposit of the above Demand Draft in Reserve Bank of India, Mumbai Regional Office
- c. Amount: ₹2,88,000/-

Declaration:

- a) All the information given by me/us are true and correct to the best of my/our knowledge and belief and if any of them is subsequently proved to be wrong/incorrect, the Bank is free to take any penal action it may deem fit.
- b) I/we understand that our tender is liable for rejection at any stage if any information furnished by me/us is found to be incorrect/wrong and the decision of the Reserve Bank of India in this regard will be final.
- c) Decision(s) of the Reserve Bank of India, Mumbai Regional Office on whether any tenderer(s) qualifies in Technical Bid shall be final and binding on me.

**Name of the Authorized Official of the Company/Firm:
Signature (With Seal of the Company/Firm):**

Date:

SECTION V:

List of the Documents to be submitted with the Technical Bid

- i. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents, as mentioned in Section II 19 (i) (c).
- ii. Duly completed and signed Technical Bid Form as per Section IV of this tender document.
- iii. Duly signed and witnessed Mandatory Declaration by the Tenderer (as per [Annexure-I](#)).
- iv. Acceptance of the Terms and Conditions of the contract (contained in the Section III) by the applicant by submitting a copy of the same duly signed (on each page) by the Tenderer.
- v. Audited financial statements for the last three years, as mentioned under Section II 3.1 (ii). (Exempt for MSE's)
- vi. Solvency certificate duly certified by the bank showing Positive net worth as per the latest audited balance sheet, as mentioned under Section II 3.1 (iii).
- vii. Photocopies of the Permanent Account Number (PAN) and GSTN number.
- viii. Photocopies of Registration Certificates of the vehicles with the specifications mentioned under Section II 3.1 (iv)
- ix. Photocopies of the National Permits of the above-mentioned vehicles.
- x. Experience Certificates, as mentioned under Section II 3.1 (i). (Exempt for MSE's)
- xi. Statements of account with scheduled commercial bank for the last one-year upto December 31, 2019 or later.
- xii. Copy of the Demand Draft submitted to Reserve Bank of India, Mumbai Regional Office as Earnest Money Deposited (EMD). (Exempt for MSE's)
- xiii. MSE Certificate in case of Micro and Small Enterprises (MSE's) to claim the exemptions as indicated in this tender document.
- xiv. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right

of the Bank to continue the contract for the remaining period or till new agreement is executed.

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

SECTION VI:

Evaluation of Part-I (Technical Bid)

Qualifying Criteria

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

Sl. No.	Parameters of Technical Evaluation	Whether fulfilling the parameter/Submitted the Necessary Documents (Yes/No)	Whether eligible to qualify Part-I of the Tender	Remarks
1.	Whether the tenderer has submitted power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents, as mentioned in Section II 19 (i) (c).	Yes	Yes	
		No	No	
2.	Whether the tenderer has submitted duly completed and signed Technical Bid Form as per Section IV of this tender document?	Yes	Yes	
		No	No	
3.	Whether the tenderer has submitted duly completed and signed "Mandatory Declaration by the tenderer" as per Annexure I of this tender document?	Yes	Yes	
		No	No	
4.	Are all the terms and conditions of the contract given in Section-III of the tender document are acceptable to the tenderer? If yes, a copy of the same, duly signed on each page, should be submitted.	Yes	Yes	
		No	No	
5.	Minimum average annual turnover of at least 25% of contract value during the last three years – to be supported	Yes	Yes	
		No	No	

	by audited financial statements. (Exempt for MSE's)			
6.	Whether the tenderer has submitted Positive net worth – Solvency certificate duly certified by any Scheduled Commercial bank.	Yes	Yes	
		No	No	
7.	Whether the tenderer has submitted photocopies of valid PAN & GSTN number of the tenderer.	Yes	Yes	
		No	No	
8.	Whether the tenderer has submitted documents showing ownership/ lease of minimum five container trucks/ vehicles and all of them must be less than 10 years old?	Yes	Yes	
		No	No	
9.	Whether the tenderer has submitted photocopies of National Permits for the above-mentioned vehicles?	Yes	Yes	
		No	No	
10.	Whether the tenderer has submitted documents in support of minimum five years of experience in undertaking similar works. (Exempt for MSE's)	Yes	Yes	
		No	No	
11.	Whether the tenderer has submitted statement of account of last one year (up to December 31, 2019 or later) with any of the Scheduled Commercial bank?	Yes	Yes	
		No	No	
12.	Whether the Earnest Money Deposit (EMD) of ₹3,52,000/- in form of a Demand draft has been submitted by the tenderer? (Exempt for MSE's)	Yes	Yes	
		No	No	
13.	In case of Micro & Small Enterprises (MSE's), whether MSE Certificate has been submitted.	Yes	Yes	
14.	In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the	Yes	Yes	
		No	No	

	prerogative/right of the Bank to continue the contract for the remaining period or till new agreement is executed.			
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Only those tenderer(s) who fulfill the above evaluation criteria determined after/by evaluation of Technical Bid shall qualify to compete in Part-II of the tender i.e. Price Bid. The Price Bids of the other tenderer(s) shall not be considered. Decision of the Bank in this regard shall be final. However, the Bank reserves the right to relax any norm under its sole discretion, but applicable to all.

SECTION VII:

E-Tender for Transportation of Coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests in Mumbai, Outstation RBI Offices, Other Centres etc. with Carrier's Risk

Part II
Price Bid Form

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

Sl. No.	Items of work	Rate (To be given by the Tenderer) in Rupees upto two decimal points	Weightage	Weighted Rate=Rate xWeight (upto eighth decimal place)
A	B	C	D	E=CxD
Outstation Transportation- To RBI Offices and Other Centres				
1.	Transportation Charges per KM (Up to 23 tons)		0.175657	
2.	Transportation Charges per KM (Above 23 tons and up to 50 tons)		0.803719	
Local Transportation- To Currency Chests & Other Centres				
3.	Fixed Transportation Charges for distance up to 5 Kms (10 ton carrying capacity)		0.000372	
4.	Fixed Transportation Charges for distance more than 5 Kms and up to 10 Kms (10 ton carrying capacity)		0.001725	
5.	Excess Charges over 10 KM (per KM)		0.018527	
Composite Rate = Sum of all the amounts in Column E				

Note:

The rates may be quoted in view of the following:

- a) Payment will be made for the distance from the Bank / Mint to the currency chest/ Outstation RBI Offices for one way only. The distance would be calculated as per the historical data maintained by RBI Mumbai Office.

- b) Transportation Charges quoted should be inclusive of all incidental expenses such as toll tax /insurance, road tax, security expenses, etc.
- c) In case the same truck is used for carrying remittances to more than one currency chest, payment will be made for the actual distance covered by the Truck treating the trip as one trip only.
- d) No detention charges will be payable at any place.
- e) Rates quoted shall be exclusive of GST.

SECTION VIII:

Evaluation of Price Bid

Methodology for Calculation of L1 Rate:

The weighted rate for different items shall be calculated by multiplying the quoted rate of the tenderer with the respective weight i.e., $C1 \times D1$; $C2 \times D2$, $C3 \times D3$, $C4 \times D4$ and $C5 \times D5$.

More explicitly,

$$E1 = C1 \times 0.175657$$

$$E2 = C2 \times 0.803719$$

$$E3 = C3 \times 0.000372$$

$$E4 = C4 \times 0.001725$$

$$E5 = C5 \times 0.018527$$

The composite rate shall be the sum of individual weighted rates i.e., $E1 + E2 + E3 + E4 + E5$. The composite rates of the tenderers shall be arranged in increasing order to arrive at L1, L2, L3 etc. bidders.

Mandatory Declaration by the Tenderer
(To be submitted along with Technical Bid)

Annexure- I

E-Tender for Transportation of Coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests in Mumbai, Outstation RBI Offices, Other Centres etc. with Carrier's Risk

To
The Regional Director
Reserve Bank of India
Mumbai Regional Office
Shahid Bhagat Singh Marg
Fort, Mumbai-400 001

Dear Sir,

I/We have carefully read, examined and understood the specifications, disclaimer(s), important instructions for e-tender, notice inviting tender (NIT), instructions to bidders, other important instructions, terms and conditions of the contract and all the sections and annexures relating to the works/ terms and conditions/duties of the contractor specified in this tender document and corrigendum (if any) hereinafter set out and having visited and examined the site/s of the works specified in the said tender and having acquired the requisite information relating thereto as affecting the tender. I hereby affirm and undertake that:

- a) I/We have never been declared as wilful defaulter by any bank/financial institution and there is no criminal case against the company/person. No proceedings for wilful default has been initiated/pending against me/us.
- b) I/We have never been blacklisted by Reserve Bank of India or State/Central Government Department/ PSUs/PSBs. No proceedings for blacklisting has been initiated/pending against me/us.
- c) I/We have submitted undertaking/supporting document(s) that our container trucks/vehicles are fully covered and have metallic body of sufficient thickness, preferably bullet/ tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS) and they also have carrying capacity of minimum 10 tons by weight.

- d) I/We hereby declare that in case the contract is awarded to me/us then I/We will immediately after the award of the contract but before the commencement of the contract obtain valid license from the Assistant Labour Commissioner, Government of India as provided under Section 12 (1) of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition), Central Rules 1971.
- e) I/We hereby declare that in case the contract is awarded to me/us then after award of contract and before starting the work so allotted under the said contract, I/We shall immediately submit character and antecedent verification of the employees being deployed at the work from the concerned police authority. Such certificate shall be submitted annually.
- f) I/We hereby declare that in case the contract is awarded to me/us then after award of contract and before starting the work so allotted under the said contract, I/We shall submit duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor. However, in such an eventuality purely as a stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract for the remaining period or till new agreement is executed. (Applicable only for Proprietorship)
- g) I/We hereby offer to execute the works as specified at the rates mentioned in the Part II (Price Bid) and in accordance, in all respects, with specifications, disclaimer(s), important instructions for e-tender, notice inviting tender (NIT), instructions to bidders, other important instructions, terms and conditions of the contract and all the sections and annexures and corrigendum (if any) by and in all other respects, in accordance with such conditions in so far as they may be applicable.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

Witness 1

Witness 2

Signature

Signature

Name _____

Name _____

Address _____

Address _____

Date: _____

Date: _____

Note: - Above declaration without witnesses will not be considered/entertained.

Annexure II

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Issue Department
Mumbai Regional Office
Fort, Mumbai-400 001

Dear Sir,

Name of Work: Transportation of Coins from Reserve Bank of India/ Government of India Mint, Fort, Mumbai to Currency Chests in Mumbai, Outstation RBI Offices, Other Centres etc. with Carrier's Risk

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI forthwith, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our

guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by forthwith us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded forthwith notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. Upon receipt of notice, we undertake to pay the amount claimed by the RBI forthwith.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

- a) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- b) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations

thereunder or by dissolution or change in the constitution of our said constituents.

- c) This guarantee shall remain in force up to _____ (six months beyond the contract period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- d) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

.....

.....

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).