



**NOTICE INVITING TENDER
(only through e-tendering)**

E-tender for Engaging Air Cargo Services for delivery of Fresh Notes in Currency Chests located in LWE affected areas of Chhattisgarh.

a.	E-Tender No	RBI/Nagpur/Issue/15/22-23/ET/556
b.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c.	Estimated cost	₹20 Crores
d.	Tender documents will be available to parties to download from www.mstcecommerce.com/eprochome/rbi	12:00 hrs of January 16, 2023
e.	Pre-Bid meeting (Offline)	11:00 hrs of February 6, 2023 Venue: RBI, Main Office Building, Civil Lines, Nagpur
f.	Earnest Money Deposit	₹40,00,000/- through 1) NEFT (in our A/c No. 8714295, bearing the name – RBI Nagpur 2) IFSC RBIS0NGPA01 (5 th and 10 th digit is zero) 3) No interest shall be paid on this deposit. 4) Last date for receipt of EMD is <u>15:00 hrs of February 23, 2023</u>
g.	Bid open Date - Date of Starting of e-Tender for submission of & on-line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	12:00 hrs of January 16, 2023
h.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	12:00 hrs of February 24, 2023
i.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	15:00 hrs of February 24, 2023



	Date of opening of Part II i.e. price bid shall be informed separately	
j.	Transaction Fee (To be && paid submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	₹15,000/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED
k.	Name and Contact Details of Independent Monitor (s) for pre-bid/ pre-contract Integrity Pact	1) Shri Vishwanath Giriraj, IAS vgiriraj@rediffmail.com 2) Shri Divya Prakash Sinha, IPS dpsinha.ips@gmail.com

Place: Nagpur
Date: January 16, 2023

Regional Director
Reserve Bank of India, Nagpur



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
निर्गम विभाग / ISSUE DEPARTMENT
नागपूर क्षेत्रीय कार्यालय / NAGPUR REGIONAL OFFICE

E-tender for providing Air Cargo Service

(Part I)
(Techno-commercial Bid)

Name of Tenderer: _____

Address: _____

Date of Starting of e-Tender:	January 16, 2023 12:00 hrs
Date of Offline Pre-Bid Meeting:	February 6, 2023 11:00 hrs
Due Date of Submission:	February 24, 2023 12:00 hrs
Date of Opening of Part I of Tender:	February 24, 2023 15:00 hrs
Venue:	Issue Department, Main Office Building, Nagpur

DISCLAIMER

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

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

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

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Schedule of Tender (SOT)

a.	E-Tender No	RBI/Nagpur/Issue/15/22-23/ET/556
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i.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	15:00 hrs of February 24, 2023

j.	Transaction Fee (To be && paid submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	₹15,000/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED
k.	Name and Contact Details of Independent Monitor (s) for pre-bid/pre-contract Integrity Pact	1) Shri Vishwanath Giriraj, IAS vgiriraj@rediffmail.com 2) Shri Divya Prakash Sinha, IPS dpsinha.ips@gmail.com

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

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

E-Tendering Procedure

1.	<p>System Requirements:-</p> <ul style="list-style-type: none"> i. Windows 7 or above Operating System ii. IE-9 or above Internet browser. iii. Signing type digital signature iv. JRE 8 update 161 &&or and above software to be downloaded and installed in the system (File Name- Windows X86 Offline) v. To enable &&ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level vi. Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.
2.	<p>Registration:-</p> <ul style="list-style-type: none"> i. The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. ii. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU / Govt. Depts. →Click On RBI →Register as Vendor Filling up details and creating own user id and password→ Submit. iii. Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form.
3.	<p>Transaction Fees</p> <ul style="list-style-type: none"> i) The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. ii) The vendors have to select the particular tender from the event dropdown box. iii) The vendor shall have the facility of making the payment either through NEFT or Online Payment. iv) On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. v) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking. vi) Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated

	<p>mail. The transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE – Bidder(s) are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
4.	<p>Bidding in e-tender:</p> <p>i) Bidder(s) need to submit necessary EMD to be eligible to bid online in the e-tender. No interest will be paid on EMD.</p> <p>ii) Only those bidder(s) who have submitted the above fees can submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU /Govt. Depts. →RBI Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>iii) The bidder should allow to run an application namely 'enApple' by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>iv) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>NOTE: - The Techno-Commercial Bid & Price bid cannot be revised once the "Final Submission" button has been clicked by the bidder.</p>
5.	<p>Opening of Bids</p> <p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p> <p>Note: As there would generally be no negotiations hence tenderers are advised to submit their most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>

6.	<p>Contact Details (MSTC) for further enquiries/assistance:</p> <p>1) MSTC helpdesk numbers: 033-23400020/033-23400021/033-23400022/033-35013220/033-35013221/033-35013222</p> <p>2) Shri Afzal - 9022267848</p> <p>3) Ms Rupali - 9458704037</p> <p>Contact Persons: RBI, Issue Department, Nagpur Regional Office:</p> <p>1) Shri Rajendrakumar Y Bansod, Assistant General Manager: 9665425801</p> <p>2) Shri Anupam Singh, Manager: 9619066969</p> <p>3) Shri Abhishek Reddy, Assistant Manager: 7353359444</p>
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Important Instructions on e-tendering

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

document for upload is 4 MB. For further assistance please follow instructions of vendor guide.

- 14) The bidders must upload all the documents required as per terms of &&the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 15) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 16) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- 17) After submitting online bid, the bidder cannot access the tender, once it has been submitted.
- 18) The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
- 19) The bid will be evaluated based on the filled-in technical & commercial formats.
- 20) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Section I Form of Tender

Place _____

Date _____

To
The Regional Director
Reserve Bank of India,
Main Office Building,
Dr. Raghavendra Rao Road, Nagpur – 440001

Dear Sir,

I/We have carefully read and examined the Notice Inviting Tender, Terms and conditions and all other content specified in the Tender and having acquired the requisite information relating thereto as affecting the tender, we hereby offer to provide Air Cargo Service.

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

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

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

5. In terms of guidelines of the Central Vigilance Commission, India, we are agreeable to enter into an Integrity Pact with the Reserve Bank of India as indicated at [Annex-II](#)

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

Dated this **day** of**2023**.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with name _____

Address and date _____

(2) Signature with name _____

Address and date _____

Section II

General Terms and Conditions

(A) Documents Comprising Tender/ Bid

Part I: (Techno-Commercial Bid)

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

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

(B) Clarifications and Pre-bid meeting

- i) If the bidders have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or any other matter concerning the tender, she/he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.
- ii) In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in the Schedule of Tender (SOT). The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day of the date fixed for pre-bid meeting. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection. No further doubts/clarifications shall be entertained after the pre-bid meeting.

(C) Amendment to Tender document

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

(D) Preparation of bid and Cost of bidding

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

(E) Integrity Pact

- i) Bidders shall submit, along with Part-I of the tender, integrity pact, on a stamp paper of ₹500 (duly notarized). The proforma of the Integrity Pact shall be as annexed hereto.
- ii) A tender, which is not accompanied by duly signed Integrity Pact, will not be considered.

(F) Earnest Money Deposit (EMD)

- i) The bidders are required to submit documentary evidence of Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in SOT along with the tender (Part-I).
- ii) EMD can be submitted through NEFT.
- iii) A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the unsuccessful bidder(s) without any interest if her/his tender is not accepted.
- iv) Under no circumstances, EMD will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

(G) Performance Guarantee/ Security Deposit

- i) On award of contract, the successful tenderer shall furnish ₹1 Crore in the form of Bank Guarantee towards Performance Guarantee/Security Deposit from any

scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) for due fulfilment of the terms and conditions of contract.

- ii) The earnest money deposit submitted by successful tenderer shall be returned (without interest) within one month of award of work after submission of the Performance Bank Guarantee.
- iii) The Performance Bank Guarantee towards security deposit shall be valid for three months after the expiry of the entire contract period.
- iv) The Performance Bank Guarantee will be invoked in case of non-fulfillment of the contract work by the tenderer during the contract period. The amount of performance bank guarantee to be invoked will be decided by RBI on account of expenditure incurred for getting the work done from other parties or/and any loss incurred by RBI on account of delay in the services provided by the tenderer. Apart from monetary loss, RBI may also recover penalty for deficiency in services which may range upto ₹1,00,000/- per incidence, the Bank shall be entitled to recover the amount of penalty from the bills payable to the contractor or by invoking performance bank guarantee. The Contractor shall maintain the required bank guarantee for the period of contract and replenish/recoup the same forthwith in the event of invocation of part/full bank guarantee, failing to do so will be treated as breach and the Contractor shall be liable to the consequences for breach under this agreement. An incidence may be defined as failure to provide helicopter on the scheduled day.

(H) Signing of Bid, Power of Attorney

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

(I) Modification / substitution / Withdrawal of Bids

- i) No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
- ii) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants

to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.

- iii) Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"

(J) Bid Due Date

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

(K) Opening of Bids

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

(L) Acceptance of Tender and Award of Work

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

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

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

(N) Penalty for non-performance or / and delayed performance of work during the contract period

On account of any delay in performance of the contract or failure to perform the contract, a penalty of ₹1,00,000/- (One Lakh only) per incidence will be imposed. The decision of the Bank shall be final and binding on the Contractor. The Bank shall be entitled to recover the amount of penalty from the bills payable to the contractor or by invoking performance bank guarantee.

(O) Termination of Contract

In the event the agreement is terminated by the Bank before the completion of the period of contract, the Contractor shall be liable to be debarred/disqualified for five years from participating in any tender or executing any work in the Bank. However, before debarring the Contractor, the Bank shall give seven days show cause notice and consider the reply, if any, given by the Contractor. The decision of the Regional Director in this regard shall be final.

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

Place:

Date:

Signature of bidder (with seal)

Section III Scope of Work

1. Movement of precious cargo is to be undertaken between Nagpur or/and Raipur and twelve identified places, (Jagdalpur, Bijapur, Kirandul, Bachel, Bhanupratappur, Bhopalpattanam, Dantewada, Keshkal, Kondagaon, Narayanpur, Pakhanjore and Sukma) which are subject to change as per the requirement, in the state of Chhattisgarh. The precious cargo may be taken from Nagpur or/and Raipur Airport to the above identified twelve locations.
2. Bidders shall quote the rate for operating twin engine air carrier with a cargo carrying capacity of 1000-1500kgs
3. At least six boxes with maximum dimensions of 40*80*70 cms each with a gross weight of 120 kgs each box and total weight of at least 720 kgs has to be carried for each sortie. The cargo will also include one police escort/personnel and one RBI representative.
4. Two or more sorties may be arranged by the contractor in a day whenever the movement of cargo is planned.
5. The contract shall be valid for a period of one year from the date of award of contract. It can be extended by the Bank at its option, by executing a fresh agreement, for further period of two years, one year each at a time.
6. Whenever the charter services are utilized, the operator should ensure that the aircraft is exclusively reserved for our cargo and no other cargo is permitted.
7. In last three years, 130 sorties per year have been executed on an average. The figure is only indicative and the Bank does not give any guarantee/commitment for minimum number of sorties for any particular period and the same would depend exclusively on the requirements of the Bank.
8. Operator should be able to provide charter service within 120 hours' notice through e-mail.
9. Diversion for refueling will be provided only for the sorties taken to the destinations where refueling facility is not permitted / not available by the appropriate authorities. No diversion for re-fueling should affect minimum 2 sorties/day which the contractor has to undertake.
10. The start time and end time of the trip will be calculated from the rotor start and end time.

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

Place:

Date:

Signature of bidder (with Seal)

Section IV Commercial Conditions

1. Eligibility:

- 1.1 The intending tenderer for providing air cargo service should possess a valid Non-Scheduled Operator Permit (NSOP) issued by Director General of Civil Aviation (DGCA) for each air carrier engaged for movement of precious cargo of Bank.
 - 1.2 The intending tenderer should possess Certificate of airworthiness issued by DGCA for each air carrier engaged for movement of precious cargo of Bank.
 - 1.3 The intending tenderer should have possessed valid NSOP certificate for the past three years of operation.
 - 1.4 The Bank has not terminated any contract for providing air cargo service.
 - 1.5 The tenderer should have / prior tie-up arrangement for sufficient number of helicopters for carrying the consignment specified in the tender and in a position to make available adequate number of helicopter upon receipt of notice from the Bank. Document to this effect shall be submitted.
 - 1.6 The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
 - 1.7 Track record of a bidder should be clean without any involvement in illegal activities or financial frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the bidder or proprietors/partners/directors in case of Proprietorship/Partnership firm/company.
 - 1.8 The bidder should be able to demonstrate with documents that their existing business processes for medical fitness/ police verification of employees and statutory compliances is robust.
 - 1.9 Tenderers should have minimum average annual turnover of ₹20 crore during the last 3 accounting years supported by audited or CA certified statement of accounts.
 - 1.10 Tenderers should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, TIN, GST, licensing food establishments, etc. duly supported by documentary evidence and certificates of registration.
2. The Tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of tender Part-I and shall be extended by such period as may be mutually agreed to.

3. **Prices:**

- 3.1 Tenderers shall quote bids for per **flying hour basis**. Calculation of flying hours shall be based on the rotor 'ON' and rotor 'OFF' time.
The tenderer shall provide the price bid for cargo carrying capacity of twin engine air carrier for 1000kgs -1500kgs.
- 3.2 Tenderers shall quote all-inclusive price (including handling, loading/unloading, fueling cost navigation cost, expenses at the airport such as scanning, weighing charges, insurance expenses etc.), **but excluding GST**.
- 3.3 Tenderers shall quote the bid only in Indian Rupees.
- 3.4 GST paid by the contractor will be fully reimbursed by the Bank.

4. **Evaluation Criteria**

The commercial/un-priced bids of only the bidder/s meeting the conditions provided in Part-1 of the tender will be considered. Successful tenderer identified as L1 shall be awarded the contract.

5. **Terms of payment**

- 5.1 Bills will be settled for actual minutes utilized subject to verification of operational log indicating time of take-offs and the time of landings certified by Bank's officials.
- 5.2 TDS at the applicable rate will be deducted separately.
- 5.3 Payment will be made, in INR (Indian Rupee) after safe receipt of cargo at destination stations.

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

Place:

Date:

Signature of bidder (with seal)

Section V

Special Conditions of Contract

1. Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
2. The contractor shall provide twin engine air carriers with a cargo carrying capacity of 1000kgs-1500 kgs (cargo + 1 RBI representative/ bank's representative + 1 Police Escort).
3. The contractor shall ensure that whenever the charter services are utilized the air carrier is exclusively reserved for Bank's cargo and no other cargo is permitted.
4. The contractor shall provide air cargo service within 120 hours' notice through e-mail.
5. The contractor shall obtain necessary approvals to operate in the areas indicated in section III.
6. The contractor shall produce valid Non-Scheduled Operator Permit (NSOP) and certificate of airworthiness issued by Director General of Civil Aviation (DGCA) for each air carrier engaged for movement of precious cargo of Bank.
7. The contractor shall obtain all necessary approvals from Central/State Government for operating in the areas indicated in Section III.
8. Deviation, if any, for purposes like re-fueling shall be resorted to minimum possible extent by the contractor, as it is expected that refueling arrangements will be made by the contractor at all places. No diversion for re-fueling should affect minimum 2 sorties/day which the contractor has to undertake.
9. The contractor shall provide the operational logs indicating the time of take-offs and the time of landings of the engaged air carrier certified by Bank's officials.
10. As execution of sorties depends on variables such as law and order situation in the areas of operation, clearance from Government/ Police Authorities, weather conditions in the area, the Bank will not be in a position to indicate minimum guarantee of availing the Contractor's services.
11. If any unavoidable situations like bank strikes, act of God etc. or any other unforeseen circumstances beyond the Bank's control arise, plan for movement of precious cargo is liable to be cancelled/postponed and no compensation would be paid for the same by the Bank.
12. The number of sorties in a day may be two or more and accordingly the operator shall tie up for screening arrangement with concerned agencies. The sortie may carry precious cargo in return journey with a bank's representative and a Police Escort personnel.

13. The Contractor shall ensure adequate insurance cover for the persons (RBI/Bank representative +Police Escort) travelling in the air carrier as per DGCA norms. The Contractor shall make available the documents related to insurance policy on demand.
14. Apart from monetary loss, RBI may also recover penalty for deficiency in services which may range upto ₹1,00,000/- per incidence, the Bank shall be entitled to recover the amount of penalty from the bills payable to the contractor or by invoking performance bank guarantee.
15. All necessary approvals/arrangements for unloading from vehicle, X-ray screening, palletizing and loading on to aircraft at source shall be arranged as well as paid for by the Contractor.
16. All necessary approvals/arrangements for unloading from the air carrier, de-palletizing and transporting up to vehicle/loading point at destination shall be arranged by the Contractor.
17. All required documentation, insurance, clearances and permissions for executing the delivery shall be arranged by the Contractor at both source and destination. However, landing and sanitization permissions at all Helipads/ Landing areas (except AAI controlled Airports) are to be arranged by the Reserve Bank through its agencies to whom the precious cargo is sent.
18. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their contract.
19. 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 obligations in connection with this agreement to any third party and shall at all times hold the same in strictest confidence.
20. The Contractor shall treat the details of the contract as private and confidential except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The employee/staff also be sensitized about the same.
21. The contract can be terminated by either of two parties to it, giving to the other party one month notice in writing of such termination.
22. Services from the vendor may be continued during the notice period at the discretion/option of the Bank. However, if the contractor fails to carry out the work during the notice period, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor.

23. In case of breach of conditions of the agreement by the vendor, the agreement/contract may be terminated at the option of the Bank without any notice and without any claim for compensation. In such an event, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost/loss, if any, incurred by Bank shall be recovered from the contractor.
24. If in case the agreement is terminated, the Bank at its own discretion may forfeit the PBG.
25. If in case the agreement is terminated, the vendor may be debarred/disqualified from participating or undertaking any tender or work of RBI for a period of five years.

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

Place:

Date:

Signature of bidder (with seal)

Schedule A
Check List of Documents to be uploaded

Sr. No.	Description	Bidder's Confirmation
1.	Duly signed Tender Part-I (Section I to V) and Part-II	
2.	Duly filled Schedule A, B, C, D	
3.	Documentary evidence of EMD paid	
4.	Copy of NSOP	
5.	Copy of Certificate of Airworthiness	
6.	Self-attested photocopy of PAN (mandatory) and TAN (if applicable)	
7.	Self-attested photocopy of GST registration	
8.	Bank statement/self-attested photocopy of front page of pass book	
9.	Power of Attorney	
10.	Integrity Pact	
11.	Audited Financial Statements of last 3 years	
12.	Client Certificates	

Schedule B
Details of Banker(s)

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

Signature of Tenderer and Seal

Date

Schedule C
List of Clients
(For whom similar work was undertaken in the last 5 years)

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

Schedule D
Technical Details of Air Carrier to be used for
movement of precious cargo

Sr. No.	Details	Description
1.	Type of Air Carriers with details	
2.	Whether the air carrier is owned by the bidder; If not details of arrangement made along with documentary evidence	
3.	Capable carrying capacity (in kgs)	
4.	Year of Manufacture	
5.	Call sign of air carrier/(s)	
6.	Aircraft serial number/(s)	
7.	Whether the air carrier is with twin engine	
8.	Serial No and Date of NSOP of each air carrier	
9.	Serial No and date of Certificate of Airworthiness of each air carrier	

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Reserve Bank of India
Issue Department
Nagpur Regional Office
Nagpur-440001

Dear Sir

NAME OF WORK: Providing Air Cargo Service to RBI Nagpur

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

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

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

INTEGRITY PACT

(On Non-Judicial Stamp Paper of ₹500)

Between

Reserve Bank of India (RBI), Issue Department, Nagpur Regional Office hereinafter referred to as "**The Principal**",

And

.....hereinafter referred to as "**The Bidder / Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract for movement of precious cargo to LWE affected areas in Chhattisgarh. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Governor, RBI.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Governor, RBI, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RBI, Central Board of Directors.
8. If the Monitor has reported to the Governor, RBI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Governor, RBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract and for all other Bidders 5 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Governor, RBI.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Regional Office of the Principal i.e, Nagpur.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & behalf of Bidder / Contractor)
 (Office Seal)

Place -----

Date -----

Witness 1 :
 (Name & Address) _____

Witness 2 :
 (Name & Address) _____

Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:
The Regional Director
Reserve Bank of India

Madam/ Dear Sir

In consideration of your agreeing to accept the security deposit of (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for movement of precious cargo in LWE areas of Chhattisgarh as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from

the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Draft Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____
Between the Reserve Bank of India, Nagpur Regional Office, Nagpur having its Central Office at Mumbai (hereinafter called “the Bank”) which expression shall unless repugnant to the context include his successors in office of the one part and _____ (hereinafter called “the Contractor”) which expression shall include its/his successors, assigns and legal representative of the other part.

WHEREAS the Bank has intention of engaging services of a Contractor for movement of precious cargo to be undertaken **between Nagpur or / and Raipur and state of Chhattisgarh** and has caused specifications describing the work to be done [as detailed in Tender Document dated] The said specifications and the scope of work [as detailed in Tender documents] have been signed by or on behalf of the Contractor.

AND WHEREAS the Contractor has agreed to execute upon and subject to the terms and conditions of Contract accepted by both the parties.

NOW IT IS HEREBY AGREED AS FOLLOWS

This agreement will come into effect from----- and will remain in force up to -----
---. The contract can be considered for further renewal for maximum two years (one year at a time) on the same terms and conditions at the sole discretion of the Bank provided the Bank finds the services of the Contractor satisfactory. The terms and conditions contained in the tender document dated.....shall be treated as part and parcel of this agreement.

- 2.1 The contractor shall provide air cargo service for movement of precious cargo to be undertaken from Nagpur or/and Raipur to twelve identified places, (Jagdalpur, Bijapur, Kirandul, Bachel, Bhanupratappur, Bhopalpattanam, Dantewada, Keshkal,

- Kondagaon, Narayanpur, Pakhanjore and Sukma) which are subject to change as per the requirement, in the state of Chhattisgarh.
- 2.2 The contractor shall provide twin engine air carriers with a cargo carrying capacity of 1000kgs-1500 kgs (cargo + 1 RBI representative + 1 Police Escort).
 - 2.3 The contractor shall ensure that whenever the charter services are utilized the air carrier is exclusively reserved for Bank's cargo and no other cargo is permitted.
 - 2.4 The contractor shall provide air cargo service within 120 hours' notice through e-mail.
 - 2.5 The contractor shall obtain all necessary approvals from Central/State Government for operating in the areas indicated in Section III. However, Landing and sanitization permissions at all Helipads/ Landing areas (except AAI controlled Airports) are to be arranged by the Bank through currency chests to whom the precious cargo is sent.
 - 2.6 The contractor shall produce valid Non-Scheduled Operator Permit (NSOP) and certificate of airworthiness issued by Director General of Civil Aviation (DGCA) for each air carrier engaged for movement of precious cargo of Bank.
 - 2.7 Deviation, if any, for purposes like re-fueling shall be resorted to minimum possible extent by the contractor, as it is expected that refueling arrangements will be made by the contractor at all places. No diversion for re-fueling should affect minimum 2 sorties/day which the contractor has to undertake.
 - 2.8 The contractor shall provide the operational logs indicating the time of take-offs and the time of landings of the engaged air carrier certified by the Bank's official.
 - 2.9 As execution of sorties depends on variables such as law and order situation in the areas of operation, clearance from Government/ Police Authorities, weather conditions in the area, the Bank will not be in a position to indicate minimum guarantee of availing number of sorties for any particular period.
 - 2.10 If any unavoidable situations like bank strikes, act of God etc. or any other unforeseen circumstances beyond Bank's control arise, plan for movement of precious cargo is liable to be cancelled/postponed and no compensation would be paid/payable for the same by the Bank.
 - 2.11 Number of sorties in a day may be two or more and accordingly the operator shall tie up for screening arrangement with concerned agencies. The sortie may carry precious cargo in return journey with a Bank representative and a Police Escort.
 - 2.12 The Contractor shall ensure adequate insurance cover for the persons (RBI/Bank Representative +Police Escort) travelling in the air carrier as per DGCA norms. The Contractor shall make available the documents related to insurance policy.
 - 2.13 All necessary approvals/arrangements for unloading from vehicle, X-ray screening, palletizing and loading on to aircraft at source shall be arranged by the Contractor.

- 2.14 All necessary approvals/arrangements for unloading from the air carrier, de-palletizing and transporting up to vehicle/loading point at destination shall be arranged by the Contractor.
- 2.15 All required documentation, insurance, clearances and permissions for executing the delivery shall be arranged by the Contractor at both source and destination.
- 2.16 Non-Disclosure clause:
- 2.16.1 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 obligations in connection with this agreement to any third party and shall at all times hold the same in strictest confidence.
- 2.16.2 The Contractor shall treat the details of the contract as private and confidential except to the extent necessary to carry out the obligations under it or to comply with applicable laws.
- 2.16.3 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.
- 2.16.4 The Contractor shall indemnify the Bank for any loss suffered by the Employer as a result of disclosure of any confidential information.
- 2.16.5 Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.
- 2.16.6 The Contractor shall take all appropriate actions with respect of its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- 2.16.7 The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 2.16.8 The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:
- a) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
 - b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
 - c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

- 2.17 The Contractor / Agency shall be solely responsible for full compliance with the provisions of “Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”, In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment by the employee of the contractor is proved by the Committee. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 2.18 Apart from monetary loss, RBI may also recover penalty for deficiency in services which may range upto ₹ 1,00,000/- per incidence, the Bank shall be entitled to recover the amount of penalty from the bills payable to the contractor or by invoking performance bank guarantee.
- 2.19 The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time.
- 2.20 The contractor shall ensure that the workmen are to be given benefits of Employees Provident Fund as per EPF Act 1952, Bonus and / or dividends as per Payment of Bonus Act 1965 and Employee State Insurance facility (ESI) under ESI Act as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen’s Compensation Insurance under Workmen’s Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen.
- 2.21 The said Conditions and sections/annexures thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by,

submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

3. The contract can be terminated by either of two parties to it, giving to the other party one month notice in writing of such termination. However, if the contractor fails to carry out the work during the notice period, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor.
4. In case of breach of conditions of the agreement by the vendor, the agreement/contract may be terminated at the option of the Bank without any notice and without any claim for compensation. In such an event, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost/loss, if any, incurred by Bank shall be recovered from the contractor.
5. **Disputes Resolution**: All disputes arising out of the Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Nagpur. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed with by the Bank. This contract is subject to exclusive jurisdiction of courts at Nagpur only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

Signature clause:

SIGNED AND DELIVERED by the Reserve Bank of India _____

(Name and designation)

In the presence of

Witness-

(1) _____

Address _____

(2) _____

Address _____

SIGNED AND DELIVERED by _____

(Name and designation)

In the presence of

Witness-

(1) _____

Address _____

(2) _____

Address _____



भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

निर्गम विभाग / ISSUE DEPARTMENT

नागपूर क्षेत्रीय कार्यालय / NAGPUR REGIONAL OFFICE

E-tender for providing Air Cargo Service

**(Part II)
(Price Bid)**

Name of Tenderer: _____

Address: _____

Due Date of Submission:

Date of Opening of Part II of Tender:

Will be intimated to qualified bidders later

Venue:

Issue Department, Main Office Building,
Nagpur

PRICE SCHEDULE

Sr No.	Details	Tenderer's Offer
1.	Name of the Firm	
2.	Rates quoted per flying hour basis (all inclusive of incidental charges excluding GST) as indicated in Part 1	Twin engine air carrier (1000-1500 kgs)
		(Rate per flying hour in ₹)
3.	Signature	
4.	Name and Designation Seal of the firm	
5.	Contact No	
6.	Date	