



**Reserve Bank of India
Issue Department
Patna**

Web Notice

February 16, 2021

e-Tender for Supply of Labour and Sufficient Number of Fully Covered Container Trucks / Vehicles for Transportation of Currency Note Boxes / Coin Bags at RBI, Patna

The Reserve Bank of India, Patna invites online tenders for Supply of Labour and Sufficient Number of Fully Covered Container Trucks / Vehicles for Transportation of Currency Note Boxes / Coin Bags. The vendors intending to bid for the above tender may submit their bids online. The last date and time for submission of the e-Tender is March 09, 2021 up to 14:00 Hrs.

The details of Notice Inviting Tender (NIT) are as follows:

| S. No. | Activity | Tentative date |
|---------------|---|---|
| 1. | Date of Press and Web Advertisements | February 16, 2021 |
| 2. | e-Tender No. | RBI/Patna/Issue/18/20-21/ET/553 |
| 3. | Mode of Tender | e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprocho/me/rbi) |
| 4. | Date of NIT (along with complete tender) available to parties to download - Tender activation on portal - Tender 'Live' for all | February 16, 2021 from 14:00 Hrs. onwards |
| 5. | Date of Pre-bid meeting at Issue Department, Reserve bank of India, South Gandhi Maidan, Patna-800001 (offline) (Venue/ medium of meeting may likely to be changed). The interested bidders may send their confirmation for attending the pre-bid meeting two days prior to the date of the meeting. | February 25, 2021 (15:30 Hrs.) |
| 6. | Estimated cost of work | ₹ 1 Crore (Approx.) |
| 7. | Earnest Money Deposit | Deposited through NEFT in favour of Reserve Bank of India, A/c No 186003001, IFS Code: RBIS0PTPA01 (5th &10th digit is zero). |

| | | |
|-----|---|---|
| 8. | Last date of submission of EMD through NEFT | March 09, 2021 (14:00 Hrs) |
| 9. | Start Bid date- Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at https://www.mstcecommerce.com/eproc/ome/rbi | February 16, 2021 (from 14:00 Hrs. onwards) |
| 10. | Close Bid date - Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid | March 09, 2021 (14:00 Hrs) |
| 11. | Date & time of opening of Part –I (i.e. Techno- Commercial Bid): Part –II (Price Bid): Part –II (Price bid) shall be opened either on the same day or at a later date that will be intimated to vendors earlier. | March 09, 2021 (15:00 Hrs) |

Note: Any amendment / corrigendum to this application notice, if any, issued in future will be notified only on the RBI Website and the same will not be published in newspapers.

General Manager-in-Charge

Important instructions for e-procurement

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of e-tendering

(A) Registration:-

The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/her/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid have to be submitted on-line at <https://www.mstcecommerce.com/eprochome/rbi>

(1) 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.

(2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eprochome for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e- tender).

Contact person (MSTC):

a. Mr. Sabyasachi Mukherjee, Manager, ERO, Mobile No.07278030407
email: smukherjee@mstcindia.co.in

b. Mr. M.H Jain, Asst. Manager, ERO, Mobile No: 09721277969, email: mhjain@mstcindia.co.in

Contact person (RBI):

a. Mr. Dipak Ku. Choudhary, AGM, Assistant General Manager, Issue Department, Phone Number- 0612-2322603, e-mail - dkchoudhary@rbi.org.in

b. Mr. Bibhutibhusan Malla, Assistant Manager, Issue Department, Phone Number- 0612-2322603, e-mail – bbmalla@rbi.org.in

(B) System Requirement:

i) Windows 7 and above Operating System

ii) IE-9 and above Internet browser.

iii) Signing type digital signature

iv) JRE 8 update 161 and above software to be downloaded and installed in the system (File Name- Windows X86 Offline)

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.

| | |
|----|---|
| 2. | <p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the 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: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable 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> |
| 3. | All entries in the tender should be entered online in Technical & Commercial Formats without any ambiguity. |
| 4. | <p>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. 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 change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE - 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.</p> |
| 5. | 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) |
| 6. | <p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.</p> |
| 7. | e-tender cannot be accessed after the due date and time mentioned in NIT. |
| 8. | Bidding in e-tender: |

(a) Bidder(s) need to submit necessary EMD through NEFT. No interest will be paid on EMD.

(b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

(c) The bidder(s) who has/have submitted the above fees can only submit his/her/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.

(d) 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/her bid.

(e) 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 have been saved, the bidder can click on the "Submit" button to register his/her/their bid.

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the "Final Submission" button has been clicked by the bidder.

(f) In all cases, bidder should use his/her/their own ID and Password along with Digital Signature at the time of submission of his/her/their bid.

(g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

(h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

(i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier.

(j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

(k) Buyer 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.

(l) 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/her acceptance of terms & conditions for the tender.

(m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.

| | |
|----|--|
| 9 | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |
| 10 | No deviation to the technical and commercial terms & conditions are allowed. |
| 11 | After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature. |

| | |
|-----------|--|
| 12 | RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. |
| 13 | The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd. |
| 14 | The bidders must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. |
| 15 | The bid will be evaluated based on the filled-in technical & commercial formats |
| 16 | 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 blacklisting can also be taken against defaulting bidders. |



Reserve Bank of India / भारतीय रिज़र्व बैंक

Issue Department / निर्गम विभाग

Patna / पटना

e-Tender for

Supply of Labour and Sufficient Number of Fully Covered Container Trucks / Vehicles for Transportation of Currency Note Boxes / Coin Bags

| S. No. | Activity | Tentative date |
|--------|--|--|
| 1. | Date of Press-Web Advertisements | February 16, 2021 |
| 2. | e - Tender No. | RBI/Patna/Issue/18/20-21/ET/553 |
| 3. | Mode of Tender | e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi) |
| 4. | Date of NIT (along with complete tender) available to parties to download- Tender activation on portal- Tender 'Live' for all | February 16, 2021 from 14:00 Hrs. onwards |
| 5. | Date of Pre-bid meeting at Issue Department, Reserve bank of India, South Gandhi Maidan, Patna-800001(offline) | February 25, 2021 at 15:30 Hrs |
| 6. | Estimated cost of work | ₹ 1 Crore (Approx.) |
| 7. | Earnest Money Deposit | Deposited through NEFT in favour of Reserve Bank of India, A/c No 186003001, IFS Code: RBISOPTPA01 (5th &10th digit is zero). |
| 8. | Start Bid date- Date of Starting of e- Tender for submission of online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi - | February 16, 2021 (from 14:00 Hrs. onwards |
| 9. | Close Bid date- Date of closing of online e - tender for submission of Techno-Commercial Bid & Price Bid | March 09, 2021 (14:00 Hrs) |
| 10. | Date & time of opening of Part –I (i.e. Techno- Commercial Bid) : Part –II (Price Bid): Part –II (Price bid) shall be opened either on the same day or at a later date that will be intimated to vendors earlier. | March 09, 2021 (15:00 Hrs) |

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Section-I

Form of e-Tender

To,
The Regional Director
Reserve Bank of India
Issue Department,
Patna

Dear Sir/Madam,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having acquired the requisites relating thereto as affecting the e-Tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such number of vehicles as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

| | | |
|-----|--|--|
| (a) | Description of work | Supply of Labour and Sufficient Number of Fully Covered Container Trucks/ Vehicles for Transportation of Currency Note Boxes / Coin Bags |
| (c) | Mode of payment | NEFT |
| (d) | Earnest Money | ₹ 2,00,000/- |
| (e) | Time allowed for completion of work after the date of letter advising acceptance of e-Tender | Within 7 days |

2. We also agree that our e -Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma ([Annexure - I](#)).

3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We have deposited a sum of

Rs. 2,00,000/- (Rupees Two Lakh only) as earnest money 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 us to the Reserve Bank of India.

5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2021.

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 Instruction to e-tenderers and special conditions

2.0 Online submission of Tender:-

The Tender shall be submitted through online. The tender will be in two parts i.e. Part-I comprising Scope of work and commercial conditions (Rates and amounts of items shall not appear anywhere in this part) and part-II containing only rates of items and amounts stated in figures and words. Part-II does not contain any terms and conditions and shall be submitted through online. Part-I of tenders will be opened at **March 09, 2021 (15:00 Hrs)**. Part-II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e-mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects with all attachments/enclosures/annexures. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

2.1 Tenderers are advised to use only the forms (tender books) available in the website. Each page of the forms shall be signed and returned/ uploaded. Each copy of the tender shall be clearly marked as "original" and "duplicate" as the case may be.

2.2 Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

2.3 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head/ paper. Each page of the forms shall be signed, filled and submitted/ uploaded through online. The tender should be uploaded and submitted online within the stipulated time/ date i.e., **March 09, 2021 (14:00 Hrs)**

2.4 Part-I- Scope of work and commercial conditions

2.4.1 Part-I shall contain the unpriced tender consisting of complete scope of work including documents and commercial terms and conditions. Earnest money of Rs.2,00,000 (Rupees Two Lakh only) should be paid on or before **March 09, 2021 (14:00 Hrs)**.

Part-I of the tender as submitted in online shall contain the following:

- i) Earnest Deposit Money Rs. 2,00,000/- (Rupees Two Lakh only) through NEFT in favour of Reserve Bank of India, A/c No 186003001, IFS Code: RBIS0PTPA01 (5th &10th digit is zero). No interest shall be paid on this deposit.
- ii) Power of Attorney/authorization with the seal of the company/ firm in the name of the person signing the tender documents.
- iii) Documentary evidences and documents required to be submitted under the tender.
- iv) Undertaking stating that the tenderer is not willful defaulter to any bank/financial institution and there is no criminal case against the company/person.
- v) Masked indicative Price Bid listing all the components as per Price break-up Schedule without indicating any prices.
- vi) Any other information the tenderer wishes to furnish.

2.4.2 Eligibility for the Tenderer: The tenderers must be experienced, resourceful, and financially sound and licensed entity (company/partnership/proprietary firm, etc.) having following qualification:

Note: The tenderers shall submit documentary evidences in support of their claims of possessing the required qualification/ eligibility.

| | | |
|-----|------------------------------|--|
| (a) | Composition of the firm | Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in detail should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/Registered Partnership Deed/ Power of Attorney / other relevant document |
| (b) | Work experience & completion | Minimum five years of experience in undertaking work related to transportation of Note Boxes/Coin Bags. Minimum three years of experience in case of supply of labourers / mazdoors for handling of note boxes and coin bags. Copies of the detailed work orders for the qualifying work indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works i.e "Supply of Labour and Sufficient Number of Fully Covered Container Trucks/Vehicles for Transportation of Currency Note Boxes / Coin Bag" should be enclosed as proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be given. |
| (c) | Annual Turnover | Minimum average annual turnover of at least 25% of estimated expenditure of the contract, during the last three financial years supported by audited financial statement. |
| (d) | Vehicles details | <p>Minimum number of 05 fully covered container trucks/vehicles (minimum 7.5 MT capacity) having metallic body of sufficient thickness, preferably bullet/ temper proof with secure temper proof double locking arrangement, enabled with Global Positioning System (GPS) and having minimum storing capacity of 50 note boxes of average size being approximately 82x71x32 cm weighing approx.140 kgs each in the name of the Contractor/ firm.</p> <p>The container trucks/vehicles shall be equipped with wireless mobile communication along with hooter. They shall have high resolution CCTV coverage of both passenger and cargo compartment too.</p> |
| (e) | Valid license | The contractor should possess a valid license issued by the Assistant Labour Commissioner, Govt. 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. |

2.4.3 The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Scope of work contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

2.4.4 The tenderers shall upload full details of the patent, trade mark, registered design, intellectual property rights, and copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

2.4.5 All information, correspondence letters shall be submitted in duplicate and addressed to **General Manager, Issue Department, Reserve Bank of India, Mezzanine Floor, South Gandhi Maidan, Patna-800001.**

2.5 Part II -Price bid: - Part II containing price bid.

- (a) This part shall contain prices in Indian Rupees only as per format (Part II) both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) The tenderer must use only the forms issued by the Bank to fill in the rates. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (c) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (e) The rates quoted should be inclusive of all taxes, cess or duties, other levies applicable, if any.

2.6 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers will be held at 15:30 Hrs on February 25, 2021 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. **All communication regarding points requiring clarifications shall be given in writing to Regional Director/ General Manager, Issue Department, Reserve Bank of India, Patna, the intending tenderers before 12:00 Hrs on February 25, 2021.** It is mandatory for the intending firms to attend the pre bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

2.7 Scope of Work: -

The tenderer shall supply sufficient number of fully covered closed cash vans/ 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 banknotes boxes/coins bags from:

- i. Railway Station / Airports / Presses / any other place on specific instruction of the DGM or any issue office of RBI to RBI Patna with carrier's risk.
- ii. RBI, Patna to currency chests located under its jurisdiction with carrier's risk.
- iii. RBI, Patna to Outstation RBI Issue Offices with carrier's risk.

- iv. Providing sufficient number of adult and able-bodied labourers/ mazdoors for loading, unloading, weighing, carting, stacking, shifting and storing of packed currency note boxes / coin bags and also for miscellaneous incidental items of work in the Bank's premises / Railways Stations/ Airports or any premises identified by the Bank, or
- v. Sufficient number of adult and able-bodied mazdoors for removal of empty note boxes / steel boxes from vaults in RBI to storage area in the Bank's premises as directed by the Bank's officials and stacking them neatly.
- vi. Mechanized tools like fork lifts / stackers, trolleys, etc. for lifting, stacking, moving note boxes/coin bags. The cost of such equipment and their maintenance shall be borne by the Contractor

2.8 Validity of e-Tender: -

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

2.9 Lowest e-tender not necessarily to be accepted:

(a) Keeping in view the sensitivity of the work, the Bank shall be at liberty to not accept the lowest bid or any tender and reserves the right to reject any or all the tenders at any stage of the tendering process, either in whole or in part, without assigning any reason.

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

(c)The Bank will award the contract to the tenderer whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has offered the Bid Price reasonable to the estimates considering the values of all the component of the contract for arriving at L1.(See Evaluation of Tender in section 2.30).

2.10 Earnest Money & security deposit:

2.10.1 All Tenderers shall deposit Earnest Money of **Rs. 2,00,000/-** (Rupees Two Lakh Sixty Thousand only) by NEFT in favour of Reserve Bank of India, A/c No 186003001, IFS Code: RBIS0PTPA01 (5th &10th digit is zero) on or before the date given in NIT. The EMD paid by the e-Tenderer shall be held by the Reserve Bank of India initially **valid for 4 months**, shall remain un-discharged for such period as may be specified for keeping the tender open. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

The EMD of successful tenderer shall be released on acceptance of the tender and on production of a new Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex and security deposit for due fulfilment of the contract.

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract

between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

2.10.2 Performance Bank Guarantee (PBG): On award of the work, the successful tenderer shall furnish an amount equal to **Rs. 3 crores (Rupees Three Crores only)** in the form of a Bank Guarantee (BG) from any scheduled Bank in favour of Bank in the form prescribed by the Bank as per [Annexure I](#) towards **security deposit** for the due fulfilment of the contract and representing the value of treasure being transported.

Performance Bank Guarantee (PBG) should be submitted to the Bank within 10 days of the issue of work order.

2.10.3 The Performance Bank Guarantee (PBG) shall be for the due performance of the contract for the entire contract for period also against any loss or damage caused to or suffered or would be caused to or suffered by the Bank. If the contract is renewed, the contractor will arrange to provide extended Bank Guarantee of additional amount.

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

2.10.5 The Bank Guarantee shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from any agencies concerned or contractors' employees.

2.10.6 Security Deposit: For the proper performance of the obligations under the contract, within 10 days after the issue of notification of award by RBI, the successful tenders(s) shall furnish security deposit of an amount of Rs. 5,00,000/- (rupees five lakh only) in favour of Reserve Bank of India, Patna in the form of a duly discharged Fixed Deposit Receipt , along with an authorization to pay the maturity amount to the Bank , which is liable to be forfeited, either fully or partially, depending upon the extent of loss or damage suffered by the Bank, as determined by the General Manager, Issue Department, Reserve Bank of India, Patna. No interest shall be payable on the said deposit.

2.10(a) Commencement:

(i) On receipt of intimation from the Bank of the acceptance of his/her/their tender(s), the successful tenderer shall be bound to execute and implement the contract. The successful tenderer shall sign an agreement with the Bank within a week in accordance with the conditions in tender document and the schedule of rates.

(ii) Contract shall be valid for **twelve months** at a time (i.e. **April 01, 2021 – March 31, 2022**) which can be extended by the Bank at its opinion for a further period of two years, one year each at a time with / without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions.

(iii) When the period of the contract is about to expire, the matter of extension of the contract may be considered by the Bank. Three months before the expiry of the existing contract, the contractor shall provide in writing to the Bank, whether he is willing to renew the contract for a further period on the existing terms and conditions.

2.10 (b) Duties of the contractor:

It shall remain the contractor's responsibility to successfully execute the contract till the completion of validity period. In case contractor fails to deliver the assigned work, his/ her Security Deposit shall be forfeited. Further, the contractor has to indemnify the Bank from any type of loss due to any negligence on its part and for which the Bank is not responsible.

(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, Reserve Bank of India, Issue Department, Patna or any of his subordinate officer(s), supply adequate number of vehicles and able bodied labourers for transportation of currency

notes/ coin packed in boxes/ bags and also for miscellaneous incidental items of work in the Issue department . 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 transport of note/coin boxes/ bags. In such case the Bank shall not make any payment to the contractor by way of remuneration, compensation, etc.

- (ii) In urgent cases, certified by the General Manager/DGM-in-charge, Issue Department of the Bank, requisition with three hours' notice in lieu of twelve hours' notice, may be made by the Bank and shall be complied with accordingly by the contractor.
- (iii) The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on 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) On urgent occasions/ cases the contractor shall comply with the request for labour in sufficient numbers at short notice of three hours. The decision regarding any occasion/ case being urgent shall rest with the Bank and it shall be sufficient for the purpose of this contract that the Bank has conveyed such notice and identified it as urgent. The contractor shall comply with the same and act accordingly. The loading and unloading of the Coin Bags and Note Boxes shall be carried out in a closed area i.e. the safety-yard.
- (v) The contractor shall not, in any circumstances, transport goods or any other item pertaining/belonging to any other person in the vehicles carrying the consignment of the Bank.
- (vi) The container trucks carrying remittances may be required to halt en-route after sunset in the nearest Police Station or District Police Head Quarters or any other place directed by the Police Authorities or by the Bank. Night halt charges shall be paid in such cases and the same may be quoted by the tenderer in the Price Bid II of the tender.
- (vii) The coin bags will be handed over to the contractor at his/ her own risk, he must provide necessary security arrangements for them. The contractor may arrange for transportation of the coin at his/ her own cost in consultation with the Bank.
- (viii) The contractor shall be required to obtain necessary route permits and pay all relevant taxes on his own.
- (ix) The contractor shall not assign the contract onwards. He/ She shall not sublet any portion of the contract except with the prior written consent of the Bank. In case of breach of this condition, the Bank may rescind the contract and forfeit the Security Deposit.
- (x) In case of any breakdown of vehicle, the contractor shall be able to provide services of crane/ stand-by/ alternate vehicle of similar specifications so that the remittance of the treasure is not delayed.
- (xi) The contractor shall ensure that the vehicles are having **valid permission issued by RTO concerned**, Registration papers, permit, PUC certificate, Fitness Certificate, tax paid up to date, Insurance cover, etc to the vehicles. The drivers of the trucks must have valid driving license. The contractor will 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.
- (xii) The Bank shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle/

- equipment unsafe and ask for its immediate withdrawal from the operation. The contractor shall ensure prompt/ immediate compliance of the same.
- (xiii) The work of the Bank should be carried out in a proper, careful, expeditious and efficient manner. The complete works/activities should be carried out **without causing any damage to the note/ coin boxes/ 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 tenderer shall be required to work in close co-ordination with the contractor who will supply mazdoors.
- (xiv) 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 during the contract.
- (xv) The contractor shall make good and reimburse to the Bank any loss or damage sustained by reason of accident, fire, theft, robbery, looting of the treasure, in transit or by any defective vehicle or due to inability/ activity of labourers or deployment of insufficient labours by the contractor or from any incompetence, negligence or defect or delay in weighing, loading, unloading, storing, carting, packing, unpacking, carrying and delivering the coin bags/ note boxes or by any reason of any act of dishonesty or fraudulent conduct on his/ her part or on the part of labourers or other personnel engaged by the contractor.
- (xvi) The Bank shall have the right to direct the contractor **not to engage the services of any labour/ worker** who are incompetent and/ or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the contractor to stop engaging the services of any workers/labourers who are found engaging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such direction from Bank, the contractor shall immediately stop engaging the services of such workers/labourers for carrying out the aforesaid works in the Bank. If the contractor fails to comply with the direction of the Bank, the Bank **may impose penalty of Rs. 500/-** (Rupees Five Hundred Only) per person per day for the period of such non-compliance. In case of sustained non-compliance or fraudulent recurrence, the Bank may cancel the contract and forfeit the Security deposit.
- (xvii) The contractor shall take **suitable liability insurance cover for personal injuries** likely to be suffered by the labourers engaged by him in connection with the contract and he/ she shall ensure that the insurance cover is kept always alive during the currency of this agreement. The General Manager/ Deputy General Manager-in-charge, Issue Department shall have the right to call upon the contractor to furnish the insurance policies so purchased and verify, examine or scrutinize the same to satisfy himself about the adequacy of the insurance cover taken by the contractor. If the General Manager/ Deputy General Manager-in-charge, Issue Department determines that the insurance cover is not sufficient(amount) or does not cover all the risks to which employees/ mazdoors are exposed having regard to the risk involved in work of the contract employees, the contractor shall purchase insurance cover for the additional amount as well as well as for the risk not covered in the existing insurance policy to make up for the insufficiency so determined by the General Manager/ Deputy General Manager-in-charge, Issue Department failing which the Bank may purchase insurance for the additional amount and/ or additional risk. The Bank shall recover the expenses incurred in this regard by the Bank from the Contractor.

Contractor shall furnish a list containing the names of the mazdoors, supervisors or other employees/ officials who shall be associated with carrying out the work subject of this agreement immediately after receipt of the letter from the Bank regarding awarding the contract. The contractor shall also furnish photographs, residential addresses, permanent addresses and character certificates of the mazdoors, helpers, supervisors or other employees/ officials referred to above. The Contractor shall get the antecedents and character of all the mazdoors, helpers, supervisors or other employees/ officials verified by the Police Department before the commencement of the contract. The contractor shall ensure that all the activities/ works are carried out in a proper, careful, expeditious and workman-like manner. The complete works/ activities should be carried out without causing any damage to the Note Boxes and Coin Bags.

- (xviii) The supervision and control of the contract labourers engaged for discharge of the work under this agreement should be done by the contractor. The maintenance of the record/ muster for marking the presence/ absence of contract labourers shall be the responsibility of the contractor and such record/ muster shall always be under the control of the contractor.
- (xix) The contractor shall maintain, at all times during this contract, discipline among the contract labour and administer issues related to leave or absence. The contractor shall also issue Photo Identity Cards to all the mazdoors and other personnel which may be associated with the discharge of the works/s subject of this agreement.

2.11 Terms/ Mode of payment & 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. The said charges offered are fixed and cannot be enhanced on any ground for the entire contract period and no additional charges shall be claimed by the contractor. The prices quoted shall be inclusive of all taxes, duties, local levies, works contract tax, GST, or any other taxes as applicable imposed by Central/ State Government/ Local Bodies at extant rates. **If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.**
- ii) For the payment purpose, work completed in all respects need to be duly certified by the Station duty officer/joint custodian of the vault who are working in the capacity of officers of the Bank.
- iii) The contract price shall be all inclusive consisting of fixed & operating charges and based on the scope of work, vehicle being supplied and also include inter alia, drivers' including other workmen's' 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) All compensations or other sums of money payable by the contractor to the Bank under the terms of the contract shall be deducted from Security Deposit or other dues payable or becoming payable to the contractor.

vi) In the event of any dispute as to whether any liability has arisen hereunder, the Decision of the Regional Director / Officer-in-Charge, Reserve Bank of India, Patna shall be final and binding on both parties.

2.12 Variations to be approved by Bank:

The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of variations in the work etc. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

2.13 Schedule of Rates & Agreement

The Contract shall be executed in duplicate and the Contractor shall be entitled to one duplicate copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, specifications to the Bank.

2.14 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the agreement and meaning of schedule of work and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from.

2.15 Authorities, Notices and Patents

The Contractor shall indemnify the Bank against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof while executing the contracts. The Contractor shall bring to the attention of the Bank, all notices required by any legislative or land law or Acts, regulations or bye-laws to be given to any authority and any payment to such authority, or to any public office, all fees that may be properly chargeable should be paid by the contractors in all respect of the works, and contractor should lodge the receipts of the same with the Bank.

2.16 Contractor's superintendence and representative on the works

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the bank may consider necessary until the expiration of the contract period as stated in the Agreement hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

2.17 Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

2.18 Sufficiency of Schedule of Price

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Price as stated in part of the tender i.e which rates and prices shall cover all his obligations

under the Contract, and all matters and things necessary for the proper completion of the works.

2.19 Claims for extra works

No claim for any extra work shall be allowed unless it shall have been executed under provisions of and with the concurrence of the Employer/Bank as herein mentioned. Any such extra work is herein referred to as authorized extra work should have been done with the written permission of General Manager, Issue Department, Reserve Bank of India, Patna.

2.20 Insurance:-

The Contractor will have to submit a list of adult and healthy drivers whom he would engage, and should give their complete name and addresses/recent passport size photographs with a character certificate, local police verification report on them and insurance. A list having the details of insurance should be submitted within 14 days from the date of commencement of work order/agreement date.

The contractor shall make good and reimburse to the Bank any loss or damage sustained by reason of accident, fire theft, robbery, looting of treasure, in transit or by any defective vehicle or from any incompetence, negligence of the employees of contractor within the Bank premises or executing the work order . The final decision regarding the loss or damage will be decided by Regional Director/ Officer-in-Charge of the Bank.

Note: These policies shall be valid till the completion of the work contract or they can be extended for 3 months. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

2.21 Completion of work:

(a)The Contractor shall at all times during the period of contract within twelve 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, Patna or any Officer representing him, supply adequate number of containers as may be required for as may be specified in the notice form or at places and at the time specified in each notice. Such requisition may be delivered to the contractor by means of telephone or mobile phone or email or fax etc. Further, the Containers provided by the Contractor for the movement of note boxes/ coin bags within the states of Bihar & Jharkhand and other States of India should possess the requisite and valid permits, approval etc. for the purpose.

(b) In urgent cases certified as such by the General Manager, Issue Department, Reserve Bank of India, Patna Office, a 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. The requisition notice may be cancelled by the Bank by issuing another notice, orally or in writing not less than three hours before the hour fixed for transport of note boxes/ coin bags. In such case the Bank shall not make any payment to the contractor by way of remuneration, compensation, etc.

(c)The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on a day/s 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.

2.22 Termination of Contract by the Employer /Disqualification/ Penalty:

(i). It will be treated as a serious misdemeanor in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case, the tender of the tenderer shall be liable for rejection in addition to being blacklisted for a minimum period of one year extendable to 3 years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.

(ii) The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination.

(iii) In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of Vehicles/ labourers or any breach of instructions of the contract, considered by the General Manager, Issue Department, Reserve Bank of India, Patna to be grave enough to attract penalty, the aforesaid General Manager in consultation with Regional Director/Officer-in-Charge may impose a fine not exceeding Rs.10,000/-(Rupees Ten Thousand) on the contractor.

(iv) In case of frequent or continued delay or in case of any breach by the contractor of any of the provisions of this agreement, the Bank may terminate the contract with immediate effect by giving intimation in writing by the General Manager, Issue Department with the approval of the Regional Director/ Officer-in-Charge on behalf of Reserve Bank of India whether any penalty as herein before provided for such breach has been imposed or not.

(v) Continuation of the contract shall be primarily depending upon the performance of the contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months notice in writing.

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

2.23 Compliance with Statutes:

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

- i) The contractor shall abide by the provisions of the Motor Vehicle Acts and the rules of various States in force in the States concerned.
- ii) The workmen/ labourer should be paid the minimum wages under the Minimum Wages Act, 1948 & rules made thereunder. Besides, the workmen/ labourer should be given Employees Provident Fund as per EPF and Misc Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965, payment of Gratuity under Payment of Gratuity Act, 1972 to their deployed Workmen (Drivers)/ labourers as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments and ESI under ESI Act, as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen/ labourer. In case of any complaint regarding non-compliance of any statutory payments; the same shall be recovered from

- the bill/ PBG without prejudice to the Bank's right to cancel the contract.
- iii) 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.
 - iv) The contractor shall not supply Child Labour, which is prohibited under The Child Labour (Prohibition and Regulation) Act, 1986.
 - v) The wage period has to be fixed by the Contractor and it should not exceed one month. The contractor shall submit the salary disbursement statements against the signature of its employees assigned for the Bank's work for verification by the Bank on quarterly basis. If payment is made in cash, it should be in presence of the Bank's official under his/her signature. Alternatively, employees' bank account may be credited and bank statements indicating payment may be submitted.
 - vi) The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the contract labourer/workers/employees. In the event of the Bank as the Principal Employer being required/called upon to pay any amount to the contract labourer/workers/employees engaged by the contractor due to lapse or default on his part in discharging his obligation in terms of any law in force, such amount would be recoverable by the Bank from the contractor as debt due to the Bank by the contractor.

2.24 Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matters shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank or any refusal of the Bank to give any of the same shall be subject to the right of arbitration and review under as if it were a decision of the Employer.

2.25 Settlement of dispute by arbitration

In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the accepted matters provided hereunder the parties hereto, shall first endeavor to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided here in above. The venue of arbitration shall be Patna, India. The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties. Pending reference to arbitration and award thereon, the parties shall make all endeavor to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration. Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award

respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof. The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract. In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators ,or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case maybe. For the purpose of this clause, the expression “accepted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

2.26 Abandonment of Works

At any time after acceptance of the tender, the Bank shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

2.27 Right of Bank to terminate Contract in the event of death of Contractor, if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination

2.28 Sexual Harassment of women at work place:

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

a. 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.

b. 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 Internal Complaints Committee constituted by the Bank.

c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

2.29 Force Majeure conditions:

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

2.30 Scrutiny/Evaluation of Tenders:

The tenders comprising two parts i.e. Part I on the “**Scope of work and commercial conditions**” and Part II on “**Price Bid**” shall be submitted separately.

- i) Part I on the “Scope of work and commercial conditions” should comprise of:
 - a) Earnest Deposit money deposit details. No interest shall be paid on the deposit.
 - b) Consent letter & firm commitment for Bank Guarantee of Rs. 3.00 Crore in favour of the tenderer
 - c) Power of Attorney/ authorization with the seal of the company /firm in the name of the person signing the tender documents.
 - d) Documentary evidences and documents required to be submitted under the Tender.
 - e) Undertaking stating that the tenderer is not wilful defaulter to any bank/ financial institution and there is no criminal case against the company/ person.
 - f) **Masked Indicative Price Bid listing all the components as per Price Break-up Schedule without indicating any prices.**
 - g) Any information the tenderer wishes to furnish
- ii) Part II on “**Price Bid**” of the tender to be submitted separately comprising prices in Indian Rupees only with detailed break-up of price (format for the beak-up to be given by the Bank) both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and deviations, if any, found in the Part II of the tender will not be considered and will be treated as null and void. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever. The rates quoted should be inclusive of all taxes, cess or duties, other levies applicable, if any.
- iii) Part-I of the tenders shall be opened in the presence of tenderers or their authorized representatives, who choose to be present.
- iv) The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders that do not meet the basic requirements are liable to be treated as unresponsive and ignored.
- v) The Tenderers are advised to visit the site/s of work/ activities, viz Railway Station and Bank premises and acquaint themselves with the site conditions before submitting bids.

- vi) Price bid (Part-II) of only such of those tenderer(s), who are found eligible after scrutiny of their Part-I of the tenders will be opened on subsequent working day or any future date informed by the Bank.
- vii) The Bank will award the contract to the tenderer(s) whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has offered the Bid Price reasonable to the estimated considering the values of **all the component** of the contract for arriving at L1.
- viii) For evaluation of the tender, rate quoted in all the items mentioned in the price bid will be considered. The bidder quoting maximum number of L1 bids among all the items will be considered as L1 bidder and the same has to accept other L1 bids of rest of the items to be considered for awarding the contract as L1 bidder.**
- ix) Tenderers will be evaluated on the basis of the terms and conditions already incorporated in the tender document, based on which tenders have been received and terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. Keeping in view the sensitivity of the work, the Bank shall be at liberty not to accept the lowest bid or any tender and reserves the right to reject any or all the tenders at any stage of the tendering process, either in whole or in part, without assigning any reason.
- x) The work regarding transportation of notes/coins may be distributed based on kilometers covered during the year. The work pertaining to handling of note boxes/coins i.e labour charges may be distributed based on number of note boxes/coin bags. The division of the work will be as under:
- 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, entire works may be split between L1 and L2 in the ratio of 60:40 (Approx..) subject to the L2 bidder agreeing to accept the rates being 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 the 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.

2.31 Signing of Contract Agreement:

(a) The General instructions to the tenderers and special conditions, conditions herein before referred to Conditions of Contract and Scope of work enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

(b) The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his/her/their offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/her/their having acquainted himself/herself/themselves in the general conditions of contract.

(c) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

(d) On receipt of intimation from the Bank of the acceptance of his/her/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

(e) The contractor shall not assign the contract and he/she shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

2.32 Language:

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

2.33 Right to Accept Part Tender:

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer

2.34 Acquaintance with the conditions of the work:

The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

2.35 Not entitled for any compensation:

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

2.36 Bound to carry all items of the work:

The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

2.37 Non-Disclosure clause:

The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/systems/equipment's/Security Area/system and modalities of distribution of currency 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. 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 contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or the termination of this agreement for whatever reason.

2.38 Integrity pact:

Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

Place:

Date:

Signature and seal of the tenderer.

Fire safety code

- I. Electrically operated equipment's if any used by the contractor used at site shall be plugged into correctly rated electrical outlets.
- II. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- III. Electrical power cables/wires if any used shall not have any joints and shall be properly rated.
- IV. All electrical appliances if any used i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent current leakage while in operation.
- V. Before commencing any contract work for the first time, inspection by the Fire officers/Personnel must be done.
- VI. Recommended fire extinguishers and issued by fire officers shall be kept in the container/freight used for the work.
- VII. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen/labourer to prevent occupational health hazards.
- VIII. The safety belt shall be provided by the contractor and used by the labourer while working from height of more than 10 feet from Ground level.
- IX. None of the passages near vault area and staircases shall be used for stacking / dumping any kind of materials/waste by the contractor.
- X. None of the fire extinguishers shall be removed/shifted from the container without the knowledge/consent of the Bank.
- XI. Power supply shall be switched off from the mains when electrical equipment if any used by contractor is not in use.
- XII. Wood-shavings and saw-dust/waste materials generated during the course of the work shall be collected on daily basis, removed from site/area of the Bank and stored at the designated place in proper manner.
- XIII. Any debris generated from the work shall be collected on daily basis, removed from site/area of the bank and stored at the designated place in proper manner.
- XIV. Battery operated emergency light/torches shall be provided by the contractor to the workmen/labourer while working beyond office hours.

Place:

Date:

Seal & Signature of the Tenderer.

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. Workers employed by the contractor while doing the work of the Bank should be provided with protective footwear and rubber hand-gloves.
6. Those engaged in welding works if any by the contractor shall be provided with welder's protective eye-shields and gloves.
7. Suitable face masks should be used by the labourer while working in area which are dust prone areas.
8. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
9. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place:

Date:

Signature of the tenderer with Seal.

Section -III
Appendix Hereinbefore Referred To

| | | |
|----|---------------------------------------|---|
| 1. | Date of Commencement | 10 th day from the date of letter of acceptance. |
| 2. | Liquidated damages at the rate of | 0.25% of the estimated value per week subject to a maximum of 10% of the contract value or the amount indicated in Agreement Section II para 2.22 (maximum of the above). |
| 3. | Period for honoring work | Within 12 hours |
| 4. | Interest for delayed payment of bills | Nil |

Place:

Date:

Signature of the Tenderer with seal.

Section -IV
Terms and Special Conditions

1. All the bidders must go through this tender document carefully before quoting the rates so as to understand the exact requirement of the contract works.
2. Rates should be inclusive of all minor works necessary to accomplish the task including the works not specifically mentioned but are compulsory for completing the work.
3. The work should be carried out in such manner so as to create minimum hindrance and trouble to existing ongoing operation.
4. Successful firm should co-operate with other contractor working in the same area. For the work an exclusive supervisor should be deputed to supervise and monitor the work. No work shall be carried out in the Bank premises in unsupervised manner.
5. The workmen will not be allowed to stay within the premises.
6. The water required for workmen can be availed from the available source at site free of cost.
7. The electric power required for the work if any can also be similarly drawn from the supply available at site free of cost.
8. Permission, if any, required from the local bodies shall be obtained by the Contractor.
9. The intending Tenderer can obtain any clarifications regarding the Tender work, terms specification or clarifications if any from the department on any Bank's working day.
10. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours.
11. The Tenderer shall remove all the debris/waste if any collected or accumulated during the work at site (from the Bank's premises) on everyday basis. The staircase and passages used by the workman shall be cleaned properly to the entire satisfaction of Bank's officers.
12. The Tenderer shall use only approved (duly approved by concerned Bank officer) brands of materials or appliances if any used for the execution of the contracts.

Place:

Date:

Signature of the Tenderer with seal.

Section –V

Checklist

| <u>Sr. No</u> | <u>Description</u> | <u>Bank's Terms</u> | <u>Whether acceptable or not (Write Yes or No)</u> |
|----------------------|--|---|---|
| 1. | Validity | Shall be valid for 90 days from the date of opening Part-1 | |
| 2. | Composition of the firm | Full particulars of the composition of the firm of contractors in details should be uploaded | |
| 3. | Work experience & Completion of similar work | Minimum five years of experience in undertaking similar work. | |
| 4. | Annual Turnover | Minimum average annual turnover of at least 25% of estimated expenditure of the contract, during the last three financial years | |
| 5. | Earnest Money Deposit(EMD) | Deposited through NEFT (Transaction details) | |
| 6. | Performance Bank Guarantee (PBG) | Consent letter & firm commitment for Bank Guarantee of Rs. 3.0 Crore | |
| 7. | Completion period of the work | Within 12 hours from the receipt of work order or work requisitions from the Bank | |
| 8. | Liquidated damages | 0.25% of the estimated value per week subject to a maximum of 10% of contract value | |
| 9. | Performance Bank Guarantee | Shall furnish Bank Guarantee as prescribed in the agreement | |
| 10 | List of Bankers | To be uploaded along with Part 1 of the tender, with full postal address and dealing person's name | |
| 11. | List of Clients | To be uploaded along with Part 1 of the tender, with full postal address and dealing person's name | |

| | | | |
|-----|-------------------------|---|--|
| 12. | Contract Labour license | The contractor should possess a valid license | |
|-----|-------------------------|---|--|

Please indicate Yes/No against the terms. If 'No', Please indicate the deviation only.

b. Details of fleet (Give details of all vehicles (Min. 5 container) meeting the Bank's requirements in the table below:

| S. N. | Type of Vehicle & Model Year | Capacity (in tonnes) & Height of vehicle | Registration No. and Permit No. of vehicle | Details of Fitness certificate issued by RTO | Whether the container is having metallic covers | Whether equipped with wireless mobile communication system along with a hooter and high resolution CCTV coverage (Yes/ No) | Whether provided with GPRS System (Yes/ No) |
|-------|------------------------------|--|--|--|---|--|---|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

Place:

Date:

Seal & Signature of the tenderer

Annexure -I

Proforma of the Performance Bank Guarantee (PBG)

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

No. _____

Date _____

To:

The Regional Director,
Reserve Bank of India
Issue Department
Patna.

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ only furnish-able to you by M/s (hereinafter referred to as "the Contractor") in terms of their contract with you for Supply of Labour and Sufficient Number of Fully Covered Container Trucks/Vehicles for Transportation of Currency Note Boxes/ Coin Bags for the Bank 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 _____ 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 _____ 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 _____ 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 un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the 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 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)

Formats of Bankers' Certificate

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2019-20

2018-19

2017-18
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.3.00 Crore.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Annexure-III

Details of the clients

Supply of Sufficient Number of Fully Covered container Trucks/vehicles for Transportation of Coin.

| Sl. No. | Name of the firm with full address and Name of Contact person with numbers / fax / e-mail etc | Name of work | Value of the work | Completion date | Date of award of the work | Status |
|----------------|--|---------------------|--------------------------|------------------------|----------------------------------|---------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Place:

Date:

Seal & Signature of Tenderer

Proforma for Bank guarantee in lieu of Earnest Money Deposit

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

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

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with the Tender of Supply of Sufficient Number of Fully Covered container Trucks/vehicles for Transportation of Coin for the Bank and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ only within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the above cited work for Bank's main office premises, at Patna Office. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ only.

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

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

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of (Banker's Name and Seal)
Branch Manager (Banker's Branch Manager)

Client Certificate regarding performance of the contractor

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied
for delay(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under
whom works executed
- 10 Whether the contractor employed qualified
Engineer/Overseer during execution of
work?
 - i) Quality of work (indicate grading) Outstanding/Very
Good/ Good/Satisfactory/poor
 - ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration? ii) If
yes, total amount of claim iii) Total amount
awarded
- 13 Comments on the capabilities of the contractor.
 - a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
 - b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor

| | |
|---------------------------------|--|
| c) Mobilization of adequate T&P | Outstanding/Very Good/ Good/Satisfactory/poor |
| d) Mobilization of manpower | Outstanding/Very Good/ Good/Satisfactory/poor |
| e) General behavior | Outstanding/Very Good/ Good/Satisfactory/poor |

Note: All column should be filled in properly. "Countersigned" (By the client who is in the rank of General Manager and above)



Reserve Bank of India / भारतीय रिज़र्व बैंक

Issue Department / निर्गम विभाग

Patna / पटना

E-Tender No: RBI/Patna/Issue/18/20-21/ET/553

for

**Supply of Labour and Sufficient Number of Fully Covered Container Trucks/Vehicles
for Transportation of Currency Note Boxes / Coin Bags**

**Part-II
(Unpriced Bid/Bill of quantity)**

Issue Department, Mezzanine Floor, Reserve Bank of India, South Gandhi
Maidan, Patna- 800001, Bihar, India

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

(Forming part of the Tender Form)
RESERVE BANK OF INDIA
ISSUE DEPARTMENT
Patna

Rate Schedule for Labour & Transport

The process of loading, unloading, weighing, stacking is generally mentioned in the work schedule. It involves total process of workflow from loading/unloading to stacking in the vault and vice versa.

PART- II (A)

LABOUR CHARGES

| Sl. No. | Particulars | Rate (Rs. Per box) |
|----------------|--|---------------------------|
| 1. | Loading of filled boxes of notes(per box) at RBI | For Corrugated Box |
| | | For Wooden/Steel Box |
| 2. | Unloading of filled boxes of notes(per box) at RBI | For Corrugated Box |
| | | For Wooden/Steel Box |
| 3. | Loading/unloading of boxes at railway station Platform No. 1/Yard | For Corrugated Box |
| | | For Wooden/Steel Box |
| 4. | Loading/unloading of boxes at railway station Platform No. 2&3 | For Corrugated Box |
| | | For Wooden/Steel Box |
| 5. | Loading/unloading of boxes at railway station Platform no. 4&5 and above | For Corrugated Box |
| | | For Wooden/Steel Box |
| 6. | Loading/unloading of boxes at Patna Airport | For Corrugated Box |
| | | For Wooden/Steel Box |
| 7 | For removing filled note box/bags from one stack/vault to another and stack them within same vault | For Corrugated Box |
| | | For Wooden/Steel Box |
| 8 | For removing filled note box/bags from one stack/vault to another and stack them in another vault | For Corrugated Box |
| | | For Wooden/Steel Box |

NOTE: Rates are inclusive of all taxes (Goods and Service Tax)

Place :

Date :

Signature of the Tenderer with seal

PART-II (B)

RATE OF TRANSPORT CHARGES FORMING PART OF THE TENDER FORM

| Sl. | Item of works | transport charges for |
|--|---|--------------------------|
| Taxi Charges (To and Fro) | | |
| 1. | Danapur Jn and RBI, Patna Office | |
| 2. | Patna Jn and RBI, Patna Office | |
| 3. | Rajendra Nagar Terminal and RBI, Patna Office | |
| 4. | Patna Airport and RBI, Patna Office | |
| 5. | Patliputra Station and RBI, Patna Office | |
| 6. | To and fro out of Patna | Rs. Per km |
| | | Night Halt Charges (Rs.) |
| Transport Charges of filled note boxes by metal covered trucks (To and Fro) | | |
| 1 | Within Patna Municipal | Rs. Per MT |
| | | Night Halt Charges (Rs.) |
| 2 | Outside Patna Municipal | Rs. Per km |
| | | Night Halt Charges (Rs.) |
| Bus for escort (To and Fro upto 30 persons) | | |
| 1 | Within Patna Municipal | Rs. Per km |
| 2 | Outside Patna Municipal | Rs. Per km |
| | | |

NOTE: Rates are inclusive of all taxes (including Goods and Service Tax)

Place :

Date :

Signature of the Tenderer with seal

PART – II (C)

Exclusive for Coin Remittance / Coin Lifting at Vendor's risk – Forming part of the Tender.

| Sr No | Items/Particulars | Rate per MT per km. |
|--------------|--|-----------------------------|
| 1) | Transportation Charges (including all incidental expenses such as toll tax /insurance, road tax, security expenses, etc.) | |
| 2) | Loading/unloading/stacking charges at RBI Patna | Rate per bag/sack |
| | Coin bags upto 16 kg each | |
| | Coin Boxes/gunny bags/sacks upto 50kg each | |
| 3) | Unloading and stacking at currency chest | |
| | Coin bags upto 16 kg each | |
| | Coin Boxes/gunny bags/sacks upto 50 kg each | |
| 4) | Unloading and stacking at Railway Station | |
| | Coin bags upto 16 kg each | |
| | Coin Boxes/gunny bags/sacks upto 50 kg each | |
| 5) | Cancellation charges (after loading) | Rs. /- Per remittance |
| 6) | Night detention charges for driver and other staff | Per night Rs. |

Note: The night detention charges will be payable only if the receiving office fails to take the delivery of the said remittance on the same day during the office hours. No charges will be paid for night halts/ night(s) spent on the way.

2. Payment will be made for one-way journey on the shortest route only and not for both ways. The rates may be quoted accordingly.
3. Rates are inclusive of all taxes (including Goods and Service Tax)

Place :

Date :

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