



**Reserve Bank of India
Issue Department
Lucknow**

NOTICE INVITING TENDER

Date: May 12, 2020

The Reserve Bank of India, Lucknow invites e-tender, in two parts, “**Part I – Tender for Transportation of Boxes containing Treasure/Currency Notes – Technical Bid**” and “**Part II – Tender for Transportation of Boxes containing Treasure/Currency Notes - Price Bid**” from experienced transport contractors, holding proper and valid license for the purpose, for supply of fully covered container trucks/vehicles for transportation of boxes containing treasure/currency notes from/to Railway Stations/Air Ports in Lucknow to Reserve Bank of India, Lucknow, from/to RBI, Lucknow to/from various bank branches/Currency Chests located in different parts of state of Uttar Pradesh, Government of India Presses and other offices of the Reserve Bank of India etc. by road, as may be required by the Bank.

2. The detailed information regarding above e-tender/s shall be available at MSTC website <https://www.mstcecommerce.com/eprochome/rbi>. The details of eligibility criteria and the detailed notice inviting tender are also available on the corporate website of the Bank at <https://www.rbi.org.in>. The tendering shall be done through the e-tendering portal of M/s MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi>). All interested bidders must register themselves with M/s MSTC Ltd through the above referred website to participate in the e-tendering process.

3. The last date for submission of online bids is June 01, 2020 up to 02:00 PM and Part-I of the tender will be opened on the same day at 3:30 PM. The Part II i.e. price bids will be opened in respect of only those contractors/bidders who satisfies all criteria stipulated in Part I. The selected bidder/s shall provide sufficient number of fully covered container trucks/vehicles for transportation of boxes containing treasure/currency notes for a period of 09 months i.e. from July 1, 2020 to March 31, 2021, which may be extended to a further period of two years, one year each at a time, with/ without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions.

4. The schedule for the e-tendering process is as under:

E-Tender Schedule	Schedule Date and time
Availability of NIT for viewing	May 12, 2020 from 11:00 AM to June 01, 2020 upto 02:00 PM.
Pre-Bid meeting	May 22, 2020 at 3:30 PM

Period of bidding online	May 12, 2020 from 11:00 AM to June 01, 2020 upto 2:00 PM.
Date of opening of Part I	June 01, 2020 at 3:30 PM
Date of opening of Part II	Date and time will be intimated to all the eligible tenderers through their registered email id.

5. The Bank reserves the right to accept or reject any or all e-tenders without assigning any reason thereof.

Note: All the tenderers must note that any amendments / corrigendum to the e-tender, if issued in future, shall only be notified on the website of RBI as provided above and shall not be published in any new paper.

**Regional Director
Reserve Bank of India
Lucknow**



**Reserve Bank of India
Issue Department
Lucknow**

RBI/Lucknow/Issue/27/19-20/ET/458

Reserve Bank of India (RBI), Lucknow invites tender through e-tendering method for supply of sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness and loading capacity of 9 tonnes, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS), CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter for the transportation of boxes containing treasure/currency note boxes from/to Railway Stations/Air Ports in Lucknow to Reserve Bank of India, Lucknow, from/to RBI, Lucknow to/from various bank branches/Currency Chests located in different parts of state of Uttar Pradesh, Government of India Presses and other offices of the Reserve Bank of India etc. by road, as may be required by the Bank.



**Reserve Bank of India
Issue Department
Lucknow**

SCHEDULE OF TENDER (SOT)

NOTE: This is an open tender enquiry. Those bidder/vendors who fulfil eligibility criteria as indicated in this document and submit the details as directed therein are eligible to participate in this tender. Bidders may check their eligibility for participation in this tender before submitting the bids.

A. Nature of work	Tender for supply of sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness and loading capacity of 9 tonnes, preferably bullet / tamper proof with double locking arrangement, enabled with Global Positioning System (GPS), CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter for the transportation of boxes containing treasure/currency notes.
B. E-tender No.	RBI/Lucknow/Issue/27/19-20/ET/458
C. Mode of Tender (Online)	e-Procurement System On line Part I – Technical Bid and Part II – Price Bid Through www.mstcecommerce.com/eprochome/rbi
D. Estimated value of work	₹20,00,000/- (Approx.)
E. Date on which NIT will be available to parties to download	May 12, 2020 at 11.00 AM onwards
F. Pre-Bid meeting (Off-line)	May 22, 2020 at 03.30 PM Venue:– Issue Department, Reserve Bank of India, 8-9, Vipin Khand, Gomti Nagar, Lucknow
G. Earnest Money Deposit (EMD)	2% of the Estimated Cost i.e. ₹ 40,000/- (Rupees Forty Thousand only) to be deposited in account no. 186003001 & IFSC–RBIS0LKPA01 of RBI Lucknow (by NEFT only) on or before the date given in NIT.
H. Last date of submission/deposit of EMD through NEFT	On or before May 31, 2020

I. Transaction Fee	Rs. 1180/- (inclusive of GST) Payment of Transaction fee will be through MSTC payment gateway/NEFT/RTGS in favour of MSTC Ltd.
J. Last date of submission of Transaction fee	1 day (one working day) before the last date of closing of e-tender i.e. May 31, 2020.
K. Date of starting of e-tender for submission of on line Technical Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi	May 12, 2020 after 11.00 AM.
L. Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid	June 01, 2020 by 2.00 PM.
M. Date and time of opening of Part-I (i.e. Technical Bid)	June 01, 2020 on or after 3.30 PM

In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. Tender document can be downloaded from www.mstcecommerce.com and www.rbi.org.in.

DISCLAIMER

Reserve Bank of India, Issue Department, Lucknow, has prepared this document to provide background information of work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein in this document. The purpose of this document is to provide interested parties with information of work. This Bidding Document may not be appropriate for all persons, and it is not possible for neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors to consider the particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bidding Document and obtain independent advice from appropriate sources.

Reserve Bank of India or its employees make no representation or warranty and shall have no liability to any person including any bidder under any law, statute rules or regulations or tort, principles of restitutions or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the bid and any assessment, assumption or information contained therein or deemed to form the part of this document.

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

The issuance of this document does not imply that Reserve Bank of India is bound to select or to appoint any bidder and Reserve Bank of India reserves the right to reject all or any of the bidders without assigning any reasons whatsoever. Reserve Bank of India also reserves the right not to proceed with tender or to change the configuration of the tender, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party/bidder expressing interest. No reimbursement of cost of any type shall be paid to persons or entities expressing interest.

This is an open tender. Those bidder/vendors who fulfil eligibility criteria as indicated in this document and submit the details as directed therein are eligible to participate.

Important Instructions Regarding E-tender

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

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

1. Process of E-tender:				
<p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be / has to be done over the internet. The Vendor must possess Class III signing type digital certificate. Vendors have to make their own arrangement for bidding from a PC connected with Internet. MSTC/RBI, LUCKNOW is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. depts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p>In case of any clarification, please contact MSTC/RBI, LUCKNOW, (before the scheduled time of the e-tender).</p> <p>Contact person (MSTC): MSTC Lucknow</p> <table border="1"><tr><td>Nitin Anand, Manager, 0522-4240445, 9769760074</td><td>Rohit Kr Singh, Assistant Manager, 0522-4244702, 9886056499</td></tr></table> <p>Contact person (RBI Lucknow):</p> <table border="1"><tr><td>Shri Brij Sonkar, AGM brijsonkar@rbi.org.in 0522-2307967, 9793312217</td><td>Ramakant Maithani, Asstt. Manager rmaithani@rbi.org.in 0522-2307951, 9997283705</td></tr></table> <p>B) System Requirement:</p> <ul style="list-style-type: none">i) Windows 7 or above Operating Systemii) IE-7 and above Internet browser.iii) Signing type Digital Signatureiv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.</p>	Nitin Anand, Manager, 0522-4240445, 9769760074	Rohit Kr Singh, Assistant Manager, 0522-4244702, 9886056499	Shri Brij Sonkar, AGM brijsonkar@rbi.org.in 0522-2307967, 9793312217	Ramakant Maithani, Asstt. Manager rmaithani@rbi.org.in 0522-2307951, 9997283705
Nitin Anand, Manager, 0522-4240445, 9769760074	Rohit Kr Singh, Assistant Manager, 0522-4244702, 9886056499			
Shri Brij Sonkar, AGM brijsonkar@rbi.org.in 0522-2307967, 9793312217	Ramakant Maithani, Asstt. Manager rmaithani@rbi.org.in 0522-2307951, 9997283705			

	<p>Tools => Internet Options =>Security => Disable Protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>A) All vendors fulfilling the eligibility criteria need to upload documents as indicated therein in support thereof along with the tender.</p> <p>B) Part I Technical bid will be opened electronically on specified date and time given in the NIT. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Technical Bid is found to be Techno-Commercially acceptable to RBI, LUCKNOW. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Hence, bidders may note to submit the most competitive prices while submitting the price bid. However, in case the lowest bid/rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the bid/rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p><u>Special Note towards Transaction Fee:</u> 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.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Bidders are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter of such cash transactions. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account shall not be accepted.</p>

	<p>Transaction Fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the bidder, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Lucknow as advised in the NIT.</p> <p>Vendors are advised to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Lucknow and it shall be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, LUCKNOW as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid, operational 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).</p>
7.	<p>a) 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 bidders only.</p> <p>b) 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/eprchome/rbind of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to deposit/submit necessary EMD and Transaction fee separately for the e-tender. Transaction fee is non-refundable. No interest shall be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, LUCKNOW immediately after award of work.</p> <p>b) The process involves Electronic Bidding for submission of Technical Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Technical Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /GovtDepts → RBI Login → My menu → Auction Floor Manager → live event → Selection of the live event → Technical Bid.</p> <p>d) The bidder should allow to run java application by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (For details refer vendor guide & FAQ).</p>

	<p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Technical bid. After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Technical bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid. NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>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/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Bank 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.</p> <p>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 acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, LUCKNOW 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/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid 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) shall be forfeited. Punitive action including suspension, blacklisting and banning of business may also be taken against defaulting bidders.

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**Reserve Bank of India
Issue Department, Lucknow**

**E-Tender for Transportation of boxes containing treasure / currency notes
(RBI/Lucknow/Issue/27/19-20/ET/458)**

PART I

**Technical Bid
(Section I to VI)**

Section I
Letter of Offer

Place: _____

Date: _____

To,
The Regional Director
Reserve Bank of India
Issue Department
8-9, Gomti Nagar
Lucknow - 226010

Dear Sir,

Having examined the specifications and schedule of Quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the nature of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum within the time specified, at the rates mentioned in the attached Schedule of Quantities, specifications and in accordance with all respects, in Agreement with the Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Sr. No.	Particulars	Details of Tender
1	Description of works	Tender for supply of sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness and loading capacity of 9 tonnes, preferably bullet / tamper proof with double locking arrangement, enabled with Global Positioning System (GPS), CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter for the transportation of boxes containing treasure/note boxes.
2	Estimated cost / expenditure which may be incurred by the Bank during the year (2020-21).	₹20,00,000/- (Rupees Twenty Lakh only) The amount is indicative only and the Bank is not under any obligation to incur expenditure equal to or exceeding the estimated cost / expenditure mentioned in this memorandum.
3	Mode of payment	NEFT
4	Earnest Money Deposit (EMD)	₹ 40,000/- (Rupees Forty Thousand only) to be paid by way of NEFT to Reserve Bank Of India, Lucknow A/c No.186003001 IFSC: RBISOLKPA01 ('0' is Zero at both places)

5	Security Deposit	₹ 1,00,000/- (Rupees One Lakh only) to be paid by way of NEFT to Reserve Bank Of India, Lucknow A/c No.186003001 IFSC: RBIS0LKPA01 ('0' is Zero at both places)
6	Contract Period	Nine months (from July 1, 2020 to March 31, 2021)
7	Extension of the contract	The contract may be extended by the Bank at its option for a further period of two years, one year each at a time without any variations in terms and conditions of the original contract agreement or subject to the terms and conditions mutually agreed upon between the parties.

Should this Tender be accepted, I/we hereby agree to abide by and fulfil the terms, conditions and provisions of the said contract agreement annexed hereto so far as they may be applicable.

Name of the Partner of the firm or the person Authorised to sign

Or

Name of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney authorizing the above signatory should be enclosed). Failure to enclose the same shall lead to rejection of the Bid.

Yours faithfully,

Signature of the contractor

Section II

Scope of Work

1. The scope of work/activities involves supply of sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness and loading capacity of 9 tonnes, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS), CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter for the transportation of treasure/currency notes packed in boxes generally from Railway Stations/Air Ports in Lucknow to Reserve Bank of India, 8-9, Vipin Khand, Gomti Nagar, Lucknow and from Reserve Bank of India, 8-9, Vipin Khand, Gomti Nagar, Lucknow to Railway Stations/Air Ports in Lucknow and currency chests generally situated in Uttar Pradesh, Bank Note Presses situated at Nasik, Dewas, Salboni, etc. and any other office of the Reserve Bank of India, etc.
2. The successful contractor/bidder may be required to lift soiled notes from the currency chests on return journey. The contractor shall carry out movement / transportation of Note Boxes in a single convoy. As and when required, RBI, Lucknow may also send coin bags along with note boxes to currency chests.
3. The operations to be entrusted to the contractor are time-critical, sensitive and confidential in nature. Therefore, the contractor should supply adequate number vehicles having loading capacity of 9 tonnes for transporting treasure/currency notes packed in boxes. The above works/activities 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 Notes Boxes, 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 transporter shall be required to work in close coordination with the contractor who will supply mazdoors for carting to and from vaults, loading and unloading of the Note Boxes. The loading/unloading of boxes containing treasure/currency notes shall be done as per the prescribed practice of the Bank.
4. The weight of Note Boxes weighs from 60 kg to 140 kg depending upon denominations.
5. The vehicles should have valid National Permits and should conform to the norms prescribed by the relevant Regional Transport Authority (RTA) and pay all relevant expenses on his own. The contractor must ensure that the vehicle is fully insured and no claims in this regard shall be reimbursed by the Bank. In case of any breakdown of treasure container, the contractor should be in position to provide services of crane / stand by vehicle so that the remittance of treasure is not delayed. The contractor shall adhere to and abide by all the rules and regulations of Motor Vehicle Act. The driver provided by the contractor for driving such vehicles must have valid license to drive such vehicles. The vehicles when fully loaded with boxes containing currency notes should not exceed the permissible laden weight for the vehicle of 9.0 MT load capacity. Overloading of Trucks shall not be permitted. If any disruption or delay in transportation of boxes containing currency notes or loss of man-hours of the Bank employees or officers is

caused due to overloading, the Bank shall have the right to impose penalty of an amount not exceeding ₹10,000 (Rupees Ten thousand only) on each such occasion.

6. The tenderers are advised to visit the site/s of work/s / activities, viz. Bank premises and acquaint themselves with the site conditions before tendering. The tenderers are advised to bid for the work for which they possess all necessary / required eligibility, qualifications, experience of work, quantity & quality of trucks/vehicles specified etc. They are also advised to exercise due care while quoting the bids at the relevant portion of the e-portal of MSTC Ltd as providing/insertion of incorrect or false information / data in the system may lead to rejection of the bid/s.
7. The rate per km quoted should be all inclusive, i.e. should include all applicable taxes, vehicle hire charges, driver/labour charges, insurance charges, night detention charges, minimum number of hours, etc. No extra charges shall be payable except the quoted rates. However, the rates shall be exclusive of GST.
8. The tenderer/s should quote rates for the entire work/activities.
9. The contractor or his authorized representative should be present to supervise the work of labours and should remain in the Bank as long as the work under the contract is in progress.
10. The number of currency note boxes in one activity or each trip from Bank's premises to currency chests may vary up to net load capacity of each trucks of 9.0 MT.

Section III

COMMERCIAL AND SPECIAL CONDITIONS

1. Constitution and eligibility of the tenderer/s for applying for the work/s through e-tendering system

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

- 1.1 Minimum experience of having successfully completed similar works with a respected organisation / unit /company / entity during last 05 years ending last day of month previous to the one in which the applications through e-tendering have been invited.
- 1.2 Minimum average annual turnover of at least 25% of estimated expenditure of the contract during the last three financial years duly supported by the audited financial statements;
- 1.3 Positive net worth as per the latest audited balance sheet. The tenderers shall submit solvency certificate duly certified by the bank.
- 1.4 Minimum number of 5 fully covered container trucks/ vehicles having metallic body of sufficient thickness, preferably bullet/ tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS), CCTV enabled for passenger and cargo compartment, wireless mobile communication system along with hooter and having loading capacity of 9 tonnes.
- 1.5 The tenderer shall have Permanent Account Number (PAN) and GSTN number, as applicable to discharge the duties.
- 1.6 The tenderer shall have an office within Municipal limits of Lucknow for execution of the contract for:
 - a) signing of all the documents; and
 - b) supply of required number of vehicles for carrying out the work described in this tender.
- 1.7 The tender shall maintain an account with any of the scheduled commercial banks. The name of the bank and nature of account maintained shall be furnished to the Bank.

Note: The tenderer shall submit documentary evidences in support of their claims of possessing the required qualification / eligibility criteria. Please note that for being eligible to participate in the e-tendering process, all the prospective tenderers are required to complete all the formalities prescribed by MSTC Ltd and also obtain necessary log-in id/password and knowledge for placing the bids in the system/portal. The System will not allow any person/firm to log-in at the portal of MSTC Ltd and view the tender document/other conditions without authentic log-id and password. Further, an e-tender / e-bid submitted without necessary approvals / supporting documents or by an entity who

is found to be not satisfying any of the above criteria, will be rejected by the system and no request or claims for reconsideration will be entertained. Decision of MSTC Ltd. in this regard shall be final.

2. 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 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.

- 2.1** The Contractor shall, at all times during the Contract period, 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, Lucknow or any of his subordinate officer(s), supply sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness and loading capacity of 9 tonnes, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS), CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter, for transportation of currency notes packed in boxes. Such requisition may be delivered to the contractor by means of telephone or mobile or e-mail or fax etc. A notice may be cancelled by the Bank by issuing another notice or orally or in writing not less than three hours before the time fixed for transport of note-boxes. In such case the Bank shall not make any payment to the contractor by way of remuneration/compensation, etc.
- 2.2** 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.
- 2.3** 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.
- 2.4** 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.
- 2.5** 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.

- 2.6** The tenderer shall be required to obtain necessary route permits and pay all relevant taxes on his/her own.
- 2.7** The contractor shall not assign the contract onwards. He/ She shall not sublet any portion of the contract except with the prior written consent/permission of the Bank. In case of breach of this condition, the Bank may rescind the contract and forfeit the Security Deposit.
- 2.8** 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.
- 2.9** 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 shall also ensure that the drivers on duty must not be in drunken state and must display decent behaviour. The contractor shall indemnify and keep the Bank indemnified against any loss, costs, charges and expenses incurred or suffered by the Bank on account of lack of said permit, license, certificates, etc.
- 2.10** 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.
- 2.11** 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 boxes, 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 labourers/ mazdoors.
- 2.12** 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.
- 2.13** 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 from any incompetence, negligence of the employees of contractor.

3. Issue and Submission of Tender

- 3.1 E-tender document may be downloaded from website of MSTC Ltd after registration and obtaining log-in id and password.
- 3.2 Tenderers are advised to fill up all the required columns in the prescribed space provided at the portal of MSTC Ltd. All the tenderers shall abide by the rules, regulations and terms and conditions prescribed by MSTC Ltd. for e-tendering. Any change / modification from the original will purely be guided by the terms and conditions of the e-tendering methods. Non-compliance to any parameters or wrong submission of any data/information may result in rejection of the tender/bid by the system for which RBI shall not be responsible and no correspondence to that effect shall be entertained by RBI.
- 3.3 Each entry in the system need to be completed in perfect, professional and suitable manner as prescribed by MSTC Ltd.
- 3.4 All the terms and conditions relating to submission of the bid/s through e-mode / e-tendering system must be completed within stipulated time-period and all entries in the e-portal system must be made by the designated/authorised personnel of the firm/contractor. Any violation to this shall lead to cancellation of the bid systematically or automatically or electronically for which no request /claim shall be entertained.
- 3.5 The bids should be submitted only on-line through the portal of MSTC Ltd. The firms / contractors are advised to initiate action as per the information /documents available in the website of MSTC Ltd and in conformity with all the terms and conditions mentioned thereat. All necessary columns must be filled in for participating in the e-tendering of **PART-I “Tender for transportation of boxes containing treasure / currency notes” – Technical Bid** and **Part II –“Tender for transportation of boxes containing treasure / currency notes” – i.e. for Price Bid**.
- 3.6 Please note that Part II (Price Bid) of only such bidders who are found eligible after scrutiny of the Part I bids shall be opened electronically on subsequent working days, which will be intimated to all the eligible bidders through email/other mode of communication. In order to avoid any possibility of rejection of ebids/price, all the contractors are advised to be conversant with all the terms and conditions, regulations, instructions, commands concerning the e-tendering system. RBI, Lucknow shall not be liable for any such misunderstanding or misinterpretation on the part of the contractors leading to rejection of all and /or any / partial bids.
- 3.7 All insertions, postscripts, additions, over writings and alterations, if any, in the portal should be done in total compliance under the rules and regulations of MSTC Ltd.

Failure to do so or any violation to any rules/regulations of MSTC Ltd may lead to rejection of the tenders for which no requests / claims will be entertained.

- 3.8** Tenders submitted electronically at the portal of MSTC Ltd should be complete in all respects with all required attachments / documents / self-authentication/ enclosures / Annexes.
- 3.9** All the e-bids for the said tenders should be submitted only through online at the portal of MSTC Ltd not **later than 2.00 PM IST on June 01, 2020.**
- 3.10** Since this is an e-tendering process, tenders sent in physical form through post or deposited in any of the Quotation Box shall not be accepted. Similarly, tenders submitted through Fax and E-mail shall not be accepted. No bids received online after expiry of the time line shall be entertained under any circumstances whatsoever.

4. Scrutiny/Evaluation of tenders

- 4.1** Part I of the Bid shall contain the un-priced tender consisting of complete scope of works and commercial condition.
- 4.2** Part I of the e-tender as submitted shall, among others, contain the following:
- (i) Completely filled and signed Section IV along with the documentary evidence in support of information furnished.
 - (ii) Certificates, documents and evidence in support of the claims made by the tenderer relating to eligibility, conditions, fitness, compliance etc. mentioned in this tender document.
 - (iii) Documents showing ownership or availability of minimum number of five (5) bullet/tamper proof, fully metal covered vehicles / containers of 9.0 MTs load capacity with doors and locking arrangement and enabled with GPS/GPRS, CCTV and wireless communication system along with hooter. If the tenderer has entered into a contract with another entity for hiring / providing vehicles, copies of the underlying contract agreements may be submitted to demonstrate the tenderer's ability to provide the vehicles with registration number thereof.
 - (iv) Earnest Money Deposit (EMD) for the tender as mentioned to be deposited by way of NEFT in A/c No.186003001 of Reserve Bank of India, Lucknow (IFSC Code-RBIS0LKPA01).
 - (v) Power of Attorney / Authorisation with the seal of the company / firm in the name of the person signing the tender documents (on completion of all formalities).
 - (vi) Undertaking stating that the tenderer is not wilful defaulter to any bank/financial institution and there is no criminal case against the company/person.
 - (vii) Any other information the tenderer wishes to furnish.

List of mandatory documents required to be submitted by the bidder is mentioned in section VI.

- 4.3** Before applying /opting for e-tender, the bidders are advised to visit the site/s of work/s / activities, viz. Bank premises, railway stations, air ports and acquaint themselves with the sites and working conditions in order to take informed decision before submission of tender.
- 4.4** The e-tenders /e-bids should comply with the terms and conditions set out in this tender document/portal and other terms and conditions determined by MSTC Ltd. No deviations shall be permitted in this regard.
- 4.5** Entire process of e-tendering shall be subjected to the rules/regulations other conditions as applicable to e-tendering and as decided by MSTC Ltd in consultation with RBI. And, the decision taken by this process shall be final and binding.
- 4.6** **Part II** of the e-bid containing price bid in an online page (available on the system of MSTC Ltd.) is to be submitted along with the tender.
- 4.7** This part of e-tendering shall contain prices / rates in Rupees only with detailed break-up of price as per format (Part II). No enclosure is permitted in Part II. ***Change of terms and conditions and technical deviations, if any, found in Part II of the tender may lead to rejection of the bid.***
- 4.8** It is re-emphasised that all the firms need to get themselves abreast of the rules and regulations governing e-tendering as predetermined by MSTC Ltd. ***Failure to comply with either of the conditions relating to online tender process may render the tender Null and Void.***
- 4.9** The tenderer must quote rates for all the items of work for each category of tender/work and no part item of work shall be left blank in the system.
- 4.10** The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever.

5. Opening of Tenders

- 5.1** **Part I** of the e-tenders will be opened on or after **3.30 PM on June 01, 2020 online** by Reserve Bank of India, Lucknow with the help of MSTC Ltd.
- 5.2** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, condition, 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.

- 5.3 Price Bid (Part II)** of only such of the tenderers who are found eligible after scrutiny of their **Part I** of the tenders will be processed for opening for which date and time will be intimated to all the eligible tenderers through their registered email id.
- 5.4** The work may be distributed on the basis kilometres covered during the year. The division of work will be as under:
- a) In the event of there being more than one L1 bidder, the entire work will be equally distributed [(50:50), (33.33: 33.33: 33.33)] etc. among the L1 bidders.
 - b) Otherwise the entire work will split between L1 and L2 in the ratio of 60:40 (Approx.) subject to the L2 bidder agreeing to accept the rates offered by L1 bidder. This is without any prejudice to the 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. bidders in that order shall be given opportunity to match L1 rate for awarding the balance 40% work.
 - d) If L2, L3, L4 etc. are not agreeable to match the offered rate of L1, then the balance estimated work (40%) will also be awarded to L1 bidder

6. Validity of Tender

The Tender along with the prices quoted through e-tendering system shall remain valid initially for a period of 90 (Ninety) days from the date of opening of Part I of tender and the Tenderers shall not cancel or withdraw the tender during this period. The validity period may be further extended by mutual agreement in writing between the Tenderers and the Bank. Such withdrawal / cancellation during the initial validity period of ninety days or the mutually agreed extended period shall lead to forfeiture of the EMD by the Bank. The Bank shall not be liable for the same in any way.

7. Lowest Tender not necessarily to be accepted

- 7.1** Keeping in view the special and sensitive nature of the work, the Bank shall be at liberty not to accept the lowest bid submitted electronically. The Bank reserves the right to reject any or all the tenders, either in whole or in part, without assigning any reason.
- 7.2** The tenderer, whose tender is not accepted online by the system/ software of MSTC Ltd, shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him for or in connection with his submission of online tenders, even though the Bank may elect to modify / withdraw the tender.

8. Commencement/Renewal

- 8.1** On receipt of an intimation from the Bank of the acceptance of the tender, the successful tenderer(s) shall be bound to execute and implement the contract and

shall sign an agreement with the Bank within a week in accordance with the terms and conditions in tender document and the draft Contract Agreement and the Schedule of Rates.

- 8.2** The contract shall be valid for nine months (July 2020 to March 2021) at a time, which may 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 of the original Contract Agreement, subject to satisfactory performance of the contractual terms and conditions as agreed upon between the parties.
- 8.3** 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/she is willing to renew the contract for a further period on the existing terms and conditions.

9. Earnest Money Deposit and Security Deposit

- 9.1** Interested tenderers shall deposit **Earnest Money of Rs. 40,000/- (Rupees Forty Thousand Only)** as mentioned at Sr. No. 4 in Memorandum under Letter of offer – Part I to be deposited by way of NEFT to A/c No.186003001 of RBI, Lucknow (IFSC Code-RBIS0LKPA01). If the Tenderer, after submission of the tender, demurs, resiles or deviates from his/their offer or modifies the terms and conditions thereof which are not acceptable to the Bank, EMD shall be forfeited without assigning any reasons thereof.
- 9.2** On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall sign an agreement and shall submit a **Security Deposit of Rs. 1,00,000/- (Rupees One Lakh only)** as mentioned at Sr. No. 5 in Memorandum under Letter of offer – Part I. It can be made by way of NEFT to A/c No.186003001 of RBI, Lucknow (IFSC Code-RBIS0LKPA01) within a week of such intimation. No interest shall be payable on the amount of Security Deposit.
- 9.3** E-Tender quotes received without the deposit of required EMD shall be rejected.
- 9.4** In case the invitation of e-Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time no compensation / reimbursement shall be payable to tenderers for incurring expenditure in the process of submitting the tenders or preparation therefore or for the registration charges or other charges/fee paid by them to MSTC Ltd for getting registered.
- 9.5** In case the successful Tenderer fail to furnish the Security Deposit as prescribed under this Tender Document, EMD shall be forfeited by the Bank, without prejudice to liability of the tenderer for any further loss or damage incurred in consequence, by the Bank.

10. Payment and Taxes

- 10.1** The Bank shall make payment of bills on a monthly basis. The bills submitted by the Contractor will be paid after rounding off the final amount to the nearest Re.1/-. In case of 50 paise and below, it will be ignored. The payment will be made after obtaining necessary certificates / data / information regarding completion of the work from various stakeholders and the bill/s being found to be complete in all respects. The calculation of distance travelled will be based on the distance of journey by the shortest route and in case of any dispute it will be based on the google road map or distance as per the latest atlas available in the market and the bills would be settled accordingly. The decision of the Bank in this regard shall be final and binding on the tenderer.
- 10.2** 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.
- 10.3** 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 interalia, 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, tollgate fees & all other charges. The prices quoted shall be inclusive of all applicable taxes, duties, local levies, works contract tax, but exclusive of GST imposed by Central / State Government etc. as per applicable rates.
- 10.4** If the Tenderers fail to include such taxes and duties in the tender, no claim there of shall be subsequently entertained by the Bank. As per Indian laws, Income Tax shall be deducted by the Bank at source and a certificate for the same will be issued to the contractor. The contractor shall indemnify and keep indemnified the Bank against any pecuniary loss suffered due to non-payment or short-payment of tax, duties and levies which the Bank may be required to pay on demand / orders issued by any court, statutory or administrative authority or municipality. Amount paid by the RBI in pursuance of such orders / demands shall be recovered from the Security Deposit or other dues payable to the contractor failing which the amount shall be deemed as debt due by the contractor to the Bank. The Bank shall have the right to institute appropriate legal proceedings for recovery of such amounts along-with the costs and interest at the rate of 18% per annum for the amount of default for the entire period of such default.

- 10.5** 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.
- 10.6** All compensation 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 contractor.
- 10.7** 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, Lucknow shall be final and binding upon both the parties of the contract.

11. Disqualification/ Termination/ Penalty

- 11.1** It shall be treated as a serious misdemeanour in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of contracts. In such case, the tender of the tenderer shall be liable for rejection, in addition to be being blacklisted for a period of minimum one year extendable to 3 years. If such instances go undetected during the selection process but are detected subsequently, such disqualification shall take place with immediate effect.
- 11.2** The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination.
- 11.3** In the event of any delay by the contractor in complying with any requisition issued by the Bank for supply of vehicles or any breach of instructions of the contract, considered by the General Manager/ DGM-in-Charge, Issue Department, Reserve Bank of India, Lucknow to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-charge in consultation with Regional Director/Officer-in-charge may impose a fine not exceeding Rs. 10,000 (Rupees Ten thousand only) on the contractor.
- 11.4** In case of frequent or continued delay or in case of any breach of 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 /Deputy General Manager-in-Charge, Issue Department with the approval of Regional Director/ Officer-in-Charge on behalf of the Reserve Bank of India whether any penalty as herein before provided for such delay or breach has been imposed or not.
- 11.5** 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 by the

Bank. The satisfactory or unsatisfactory performance of the contract shall be solely evaluated by the Bank and it shall be binding upon the contractor.

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

12. Compliance with Statutes:

The contractor(s) 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 Bank is not responsible in any way.

12.1 The contractor shall abide by the provisions of the Motor Vehicle Acts and the rules of the states in force in states concerned.

12.2 The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), payment of Gratuity under Payment of Gratuity Act, 1972 to their deployed Workmen as per the notification published by Central Government / State Government whichever is higher from time to time, besides paying all the other statutory payments.

12.3 The workmen should be paid the minimum wages under the Minimum Wages Act, 1948 and rules made there under. Besides, the workmen should be given Employee Provident Fund as per EPF act, 1952. Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be recovered from Security deposit without prejudice to the Bank's right to cancel the contract.

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

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

12.6 The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the employees provided by the contractor to fulfil the duties assigned to him. In the event of the Bank as the Principal Employer being required/ called upon to pay any amount to the employees of contractor to lapse or default on his (contractor's) part in discharging his obligation in terms of any law in force, such amount shall be recoverable by the Bank from the contractor as a debt due to the Bank by the contractor.

12.7 The Contractor shall be solely responsible for full compliance of the provision of the Sexual Harassment at workplace (Prevention, Prohibition and Redressal) Act, 2013 by any mazdoor or other persons deployed by him for execution of the contract. In case of any complaint of sexual harassment against its employees/labour/mazdoor within the premises of Reserve Bank of India, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and he shall ensure taking proper action under the Act in respect of the said complaint. The contractor shall be responsible for educating its employees regarding prevention of sexual harassment at work place and related issues.

13. Non-Disclosure Clause:

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

14. Conflict of Interest:

The tenderer shall not have a conflict of interest. All tenderers found to have a conflict of interest as mentioned below shall be disqualified.

- a) Tenderers in two different applications have controlling shareholders in common
- b) Tenderers (including their personnel) that have a business and family relationship with such members of the RBI staff who are directly or indirectly involved in the tender will not be awarded the contract.

15. Corrupt or Fraudulent Practices:

RBI requires that the applicants under this contract observe the highest standards of ethics especially during the currency of the contract. In pursuance of this policy, RBI:

- a) Defines for the purpose of these provisions the terms set forth below as follows:
 - i) 'Corrupt practices' means the offering, giving, receiving or soliciting of anything of value to influence the action of public; and
 - ii) 'Fraudulent Practices' means a misrepresentation of fact in order to influence the execution of a contract to the detriment of the employer and include collusive practice among applicants/bidders (prior to or after its submission) designed to establish bid price at artificial non-competitive level and to deprive the employer of the benefit of free and open competition.
 - iii) 'Collusive Practice' means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive level; and
 - iv) 'Coercive Practice' means harming or threatening to harm, directly or indirectly the person or their property to influence their participation in the procurement process or affect the execution of a contract.
- b) Will reject proposal for award of work if it is determined that the applicant recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ contracts, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.

16. Risk and Cost:

In the event of any breach by the contractor or in the event of early termination of the contract, the contractor shall be fully liable to risk and cost in addition to any other remedy whichever the Bank may have under the contract.

Section IV
Technical Bid Form

(to be filled, signed and uploaded on portal of MSTC Ltd.)

A. Details of the Tenderer

Sr. No.	Particulars	Details
1	Name of the Tenderer	
2	Whether the tenderer is a Company, partnership firm or proprietary concern?	
3	Names of the Proprietor/Partners/Directors (Furnish documentary evidence such as Memorandum / Articles of Association, Partnership Deed etc. and PAN Numbers in support)	
4	Address (Please furnish proof of address such as Telephone Bill, Electricity Bill, Mobile Bill etc.) i) Registered Address ii) Local Address at Lucknow	
5	Telephone Numbers (Landlines) i) Registered Address ii) Local Address at Lucknow	
6	Mobile Numbers i) Registered Address ii) Local Address at Lucknow	
7	Fax Number	
8	E-mail addresses	
9	Income Tax PAN (copy to be attached)	
10	GST Registration No. (copy to be attached)	
11	Average Annual Turnover of the last three years (audited financial statements are to be attached)	2016-17(Rs.In lakh) 2017-18(Rs.In lakh) 2018-19(Rs.In lakh)
12	Net worth as per the latest audited balance sheet (Copy to be attached)	

13	Number of Trucks owned by the tenderer (Submit copies of the Certificate of Registration, Insurance Policies, Fitness Certificates, PUC, evidence of GPS, CCTV, wireless mobile communication system installation, etc. for each vehicle)	
14	Maximum number Trucks which the tenderer can arrange at a time if demanded by the RBI.	
15	Current Account Number of the tenderer maintained with a bank	
16	Name and address of the bank and the branch where the above current account is maintained (Please submit a certificate from the bank or a cancelled cheque in support of the same)	
17	Whether any proceeding against the firm or its director/s are pending in any court? (Yes/No)	

B. Experience details: Please furnish documentary evidence such as self-certified copies of contract, award letters, agreements, certificates issued by the previous users etc.

Sr. No.	Name of the Institution	Address of the institution	Contact Number of the institution	Period of the contract	Value of the contract

C. Contact details: Details for conveying requisitions for vehicles

Name	Designation	Phone Number	Mobile Number	Fax No.	E-mail address

D. Details of the Earnest Money Deposit

i	NEFT Details	
ii	Amount (in figures and words)	
iii	Name of Bank	
iv	Name of the Branch	

E. Details of the Vehicles Owned:

Sr. No.	Make and Type/model	Registration No.	National Permit Number/ Date of Expiry	Height of the vehicle	Locking arrangements available in the vehicle	Insurance Policy Type and Expiry Date	Whether the truck is GPS, CCTV, wireless mobile comm. System enabled	Truck with bullet/tamper proof

IMPORTANT NOTES

- a) The loading and unloading of Note Boxes with the help of mazdoors at RBI, Lucknow shall be carried out in a closed area called the Safety Yard.
- b) The vehicles deployed for transportation of Note Boxes must have been fitted with Global Positioning System (GPS) kit for tracking purpose, CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter. The trucks should always be in working condition.
- c) The Tenderers are advised to visit the site/s of work/s / activities, viz. Bank premises and acquaint themselves with the site conditions before submitting the bids.

Declaration:

- a) I/We acknowledge that I/We have read and understood, and do hereby accept all the terms and conditions mentioned in the tender document.
- b) All the information given by me/us are true and correct to the best of my/our knowledge and belief and if any of them is subsequently proved to be wrong/incorrect, the Bank is free to take any penal action it may deem fit.
- c) I/we understand that our tender is liable for rejection at any stage if any information furnished by me/us is found to be incorrect/wrong and the decision of the RBI in this regard shall be final. I/We shall not raise any dispute regarding the decision taken by RBI in this regard.

Name of the Authorized Official of the Company/Firm:

Signature (With Seal of the Company/Firm):

Date:

Section V

Draft Contract Agreement for Transportation of Boxes containing currency/treasure

(To be finalised at the time of signing the agreement)

This agreement is made at Lucknow on between Reserve Bank of India, 8-9, Vipin Khand, Gomti Nagar, Lucknow, 226010, having its Central Office at Fort, Mumbai, 400 001 (hereinafter referred to as the Bank) represented by its General Manager/Deputy General Manager/ Assistant General Manager, Issue Department which expression shall include his successors in office of the One Part And _____, carrying on the business as limited company/ private limited company/ partnership firm /proprietorship concern having their principal place of business at _____, (hereinafter called the "Contractor", which expression includes their heirs, legal representatives, successors) on the OTHER PART.

WHEREAS, the Bank has invited and the Contractor has submitted tender for transportation of boxes containing treasure/currency notes in full metal bodied covered GPS enabled transport vehicles having loading capacity of 9 tonnes with doors and locking arrangements from Reserve Bank of India, Lucknow to currency chests/small coin depots at different places in Uttar Pradesh for a period of Nine (9) months from 1st July 2020 to 31st March 2021.

WHEREAS, the Bank has invited and the Contractor has submitted tender for transportation of boxes containing treasure/currency notes from/to Railway Stations/Air Port in Lucknow to/from Reserve Bank of India, Lucknow and from/to Reserve Bank of India, Lucknow to/from Currency Chests in Uttar Pradesh, Government of India Presses and other offices of the Reserve Bank of India, etc.

Now it is mutually agreed upon between the parties hereto as follows:

1.1 The Contractor shall, at all times during the Contract period, 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, Lucknow or any of his subordinate officer(s), supply sufficient number of fully covered container trucks/vehicles having metallic body of sufficient thickness and loading capacity of 9 tonnes, preferably bullet / tamper proof with secure tamper proof double locking arrangement, enabled with Global Positioning System (GPS),CCTV enabled for passenger and cargo compartment and wireless mobile communication system along with hooter, for transportation of currency notes packed in boxes. Such requisition may be delivered to the contractor by means of telephone or mobile or e-mail or fax etc. A notice may be cancelled by the Bank by issuing another notice or orally or in writing not less than three hours before the time fixed for transport of note-boxes. In such case the Bank shall not make any payment to the contractor by way of remuneration/compensation, etc.

<p>1.2 The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on day/days declared as Public Holiday/s under the Negotiable Instruments Act, 1881 or any other extant statutes / provision applicable in this respect.</p>
<p>1.3 On urgent occasions/case the Contractor shall comply with the request to provide vehicles in sufficient number at shorter 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. If necessary, short notice of requisition as mentioned in this clause, given may be cancelled by the Bank. In such cases, the Bank shall reimburse, as compensation, payment at half the rates for the number of vehicles actually presented for the work, whichever is less for one round from the Railway Station/Air Port to RBI office at Lucknow.</p>
<p>1.4 For the proper performance, execution and due fulfilment of the contract, the Bank shall hold or retain the deposit of ₹1,00,000/- (Rupees One Lakh only) deposited by the contractor as SECURITY DEPOSIT. No interest shall be payable by the Bank on the amount of SECURITY DEPOSIT. The SECURITY DEPOSIT is liable to be forfeited either fully or partially depending upon the loss or damages incurred by the Bank as determined by the General Manager/Deputy General Manager-in-charge in consultation with the said Regional Director/Chief General Manager of the Bank. The Bank shall take into account the breach committed by contractor while arriving at damages, a copy of the calculation sheet with respect to damages shall be given to the contractor by the Bank before forfeiting the amount of security deposit partly or fully. The contractor shall not have any objection for such forfeiture. The contractor shall not raise any dispute regarding this.</p>
<p>2.1 The contractor shall make good and reimburse to the Bank any damage or loss sustained by reason of any defect(s) in the vehicles, inability to run the vehicle/s due to mechanical problems or expiry of validity period of any certificate/s, licence/s or any permission/s necessary for running of the vehicles, insufficient number of vehicles vis a vis the requisition notice served on the contractor.</p>
<p>2.2 The contractor shall be required to obtain necessary route permit and pay all relevant taxes on his own. The contractor shall ensure that the vehicle is fully insured and no claims in this regard shall be reimbursed by the Bank. In case of any breakdown of the treasure container, the contractor shall provide services of crane/stand-by vehicle so that the remittance of treasure is not delayed. The contractor shall adhere to and abide by all the rules and regulations of the M.V Act.</p>
<p>2.3 The contractor shall make alternate arrangement to move the treasure within the shortest possible time and he shall be liable for the smooth transport of the treasure on all occasions.</p>
<p>2.4 The container carrying the remittances may be required to halt en-route</p>

after sunset. No charges shall be paid for such detention of the container either at Reserve Bank of India, Currency Chests and District Police Head Quarters or at any other place.

2.5 The contractor is required to give declaration whether any of their relatives are employed in the Bank and if so in what position. If no relative is employed in the Bank, the contractor shall give a declaration to that effect.

2.6 The contractor shall not assign the contract and the contractor shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of this condition, the Bank may rescind the contract and forfeit the Security Deposit without assigning any reasons thereof.

2.7 In order to avoid complete reliance on one contractor, the Bank has decided to split the entire work between the said contractor and other contractor in the ratio of 60:40 (approx.) based on kilometres covered during the year. However, the Bank's decision in respect of division of work will be final.

3. If at any time the General Manager/Deputy General Manager finds that; through the default of the contractor, owing to insufficiency or delay or failure or other deficiency/insufficiency in the supply of number of vehicles or communication, the note boxes cannot be dispatched /received in due time, the General Manager/Deputy General Manager shall have the right to cancel the requisition and reject all vehicles supplied on the occasion and get the work done otherwise. The Bank shall recover the differential of the expenditure incurred by it on making the alternate arrangements for carrying out the work. In addition, the Bank may also impose liquidated damages upto ₹10,000/- (Rupees Ten thousand only) for every such instance. In case such liquidated damages are levied for more than three occasions, the Bank shall have right to terminate the contract. Amount of such liquidated damages shall be calculated, generally but not limited to, by calculating the cost of man hours of RBI employees and officers wasted due to such default, failure or insufficiency and time loss in making alternate arrangements. Such expenditure and liquidated damages shall be recovered from the Security Deposit or any amount due or falling due to the contractor failing which such amount shall be recovered as debt along with interest at the simple rate of interest at 18.00% per annum (pa) from the contractor. The Bank shall have the right to institute appropriate proceedings for recovery of such debt. If such amounts are recovered from Security Deposit, the contractor shall make good the deficiency so arising in the Security Deposit within five working days. The Bank shall have the right to charge interest at simple rate of 18.00% p.a. for the amount of deficiency in the Security Deposit for the period of such deficiency.

4. In the event of any dispute between the parties regarding any liability of the contractor as mentioned above, the decision of the Regional Director/Officer in Charge, Reserve Bank of India, Lucknow or any subordinate officer deputed/authorized by him in this regard, shall be final and binding on both the parties and in the event of such liabilities being found to have arisen, the decision of the Regional Director/Officer in Charge, Reserve Bank of India,

Lucknow or an officer authorized by him as to the amount of damage or loss sustained shall likewise be final and binding.

5.1 The contractor shall ensure that all the work/activities are carried out in a proper, careful, expeditious and workman-like manner. The Contractor shall ensure that the driver provided by the contractor for driving such vehicles/trucks must have valid license to drive such vehicles/trucks. It shall also be the duty of the contractor to ensure that driver should not drive the vehicle / trucks in drunken state. The complete works/activities shall be carried out without causing any damage to the packed currency note boxes.

5.2 The contractor shall have sufficient means of communication to enable the Bank to have continuous communication with the contractor. At the minimum, the contractor shall have one telephone (Landline), one mobile number, one fax number and one e-mail address which should be operational all the time. The contractor shall put adequate arrangements in place to immediately respond to a request, requisition and instructions issued to the contractor over any one or more of the above means of communication. The contractor shall provide name of the contact person for the said purpose immediately upon signing of this agreement. Any change in the name of the contact person shall be notified by the contractor to the Bank immediately. The contractor shall immediately notify the Bank of any change in the numbers/e-mail address. In case of any temporary disruption in any of the above means of communication, the contractor shall put alternate arrangements in place immediately to keep the communication link always functional. Failure to establish and maintain any of the above means of communication or making alternate arrangement in case of any disruption may lead to imposition of liquidated damages of ₹500 (Rupees Five hundred only) per day for every non-functional channel of communication. If at any time Bank is not in a position to communicate with the contractor due to disruption in all the means of communication or otherwise the Bank shall be forced to send communication through REGISTERED POST and communication shall be treated as complete on submission of the same to the POST OFFICE by the Bank.

6. In the event of any delay by the contractor in complying with any requisition/notice by the Bank, the General Manager/Dy. General Manager, Issue Department may at his discretion, impose a liquidated damage up to ₹5,000/- (Rupees Five thousand only) for delay of each hour or part thereof. Provided also that if such delay be less than half an hour on any occasion, the General Manager shall not impose any liquidated damages but shall warn the contractor. Repetition of delay, after such warning, whether on the next day or any succeeding day and whether such delay be of half an hour or less the said liquidated damages may be imposed. The amount of such liquidated damages imposed shall be recovered from the Security Deposit or any amount due or falling due to the contractor failing which such amount shall be recovered as debt from the contractor. The Bank shall have the right to institute appropriate proceedings for recovery of such debt. If such amounts are recovered from the Security Deposit, the contractor shall make good the deficiency so arising in

Security Deposit within five working days from the date of adjustment. The Bank shall have the right to charge interest at simple rate of 18.00% p.a. for the amount of deficiency and for the period of such deficiency.

7. The amount of demurrage charge paid to Railways due to deficiency in service of the contractor, damage or loss sustained by the Bank and any liquidated damages imposed on the Bank or expenses which the Bank may be required to bear in defending itself in any proceeding/s initiated by or before any court, statutory, administrative or municipal authorities shall be recovered by the Bank from the Security Deposit. Amount outstanding after adjustment of Security Deposit shall be recovered from dues payable or falling due to the contractor failing which the amount/s shall be recovered as debt due by the contractor to the Bank. The Bank shall have the right to institute appropriate proceedings for recovery of such debt. If such amount is recovered from the Security Deposit, the contractor shall make good the deficiency so arising in Security Deposit within five working days from the date of adjustment. The Bank shall have the right to charge interest at simple rate of 18.00% p.a. for the amount of deficiency for the period of such deficiency.

8. The Contractor shall carry and deliver Note Boxes to or from such of the places as are specified in the scope of works and shall be paid for **the rate specified in the schedule I annexed.**

9. In case of frequent or continued delay or in case of any breach by the contractor of any of the provisions of this agreement, the Bank may terminate this contract with the immediate effect by giving intimation in writing to the Contractor by the General Manager / Deputy General Manager-in-Charge, Issue Department with or without the approval of the said Regional Director/ Principal Chief General Manager / Chief General Manager on behalf of the Reserve Bank of India whether any penalty as herein before provided for such delay or breach has been imposed or not.

10. The time is essence of the contract. The operations to be entrusted to the Contractors are time critical and therefore, the Contractor shall supply sufficient number of GPS enabled metal bodied covered trucks/vehicles with locking arrangements at such notice as may be specified by the Bank. The Contractor shall ensure to carry out movement of packed currency Note Boxes **in a single convoy**. Non-adherence to this condition may be treated as breach of contract and the Contractor shall be liable for damages and the same shall be recovered in the manner provided under this agreement.

11.1 The Contractor shall issue Photo identity cards to all personnel like supervisors, drivers and cleaners/helpers, etc. who may be associated with the discharge of the work/s subject of this agreement. The contractor shall employ such personnel whose Police Verification of character and antecedents has been carried out not earlier than one year. Documentary evidence of such verification shall be furnished to the Bank before deploying personnel working for entering into the premises of the Bank. Police verification certificates shall be submitted once in a year at the beginning of the year. The Contractor shall, if

necessary and directed by the Bank, appoint a supervisor to supervise his employees who are deployed by the Contractor to carry out the work under this contract. The responsibility to control, administer, personnel/employee of the Contractor deployed for the work under this agreement and to maintain order amongst them shall vest with the Contractor. The Contractor shall ensure that his employees/personnel do not create any disorder, indiscipline or obstruction in the operations of the Bank by either disrupting/ obstructing the work under this contract or other work/ operations of the Bank whether being carried out by the Bank's employees/officers or employees/personnel of other contractors doing the work of the Bank. The Contractor shall also ensure that his employee/personnel do not misbehave, quarrel or fight with Bank's employees or officers or employees/personnel of employed by other contractors engaged by the Bank or damage property of the Bank or vehicles of the Bank or its officers/employees parked inside the Bank premises. If the Bank comes to a conclusion that the Contractor had failed to control his employees/personnel, the Bank may impose a liquidated damage of ₹10,000/- (Rupees Ten thousand only) for each such instance. The Contractor shall also be liable to compensate the persons who suffer any injury as a result of misbehaviour by his employees or personnel. The Bank may also direct the contractor not engage any person/s who had misbehaved, quarrelled or injured any employee/personnel employed by another contractor or damaged the property of the Bank. Failure to obey such direction of the Bank shall entitle the Bank to impose a liquidated damages of ₹1,000/- (Rupees One thousand only) for each such instance specified in such direction. The said liquidated damages shall be in addition to the actual loss suffered by the Bank to its properties.

11.2 As there may be more than one contractors who may be carrying out various aspects/activities of the work of the Bank like carrying loading or unloading of the Note Boxes, and transportation of coins etc. it will be the duty of the Contractor to ensure that his employees co-operate with the employees/personnel who do such work to ensure smooth conduct of the Bank's work. The Contractor shall keep close co-ordination with the Bank employees and other contractors to ensure the requirement of this clause. .

11.3 The Contractor shall ensure that the drivers employed by the contractor for carrying out the work under this agreement are not addicted to alcohol or other intoxicating substances. If it is found that a driver/s has/have caused accident due to negligence or rash driving or driving under the influence of alcohol or any other intoxicant, the Bank may impose liquidated damages of ₹5,000/- (Rupees Five thousand only) on each occasion. If such incidents are repeated three times the Bank shall have the right to immediately revoke this contract and forfeit the Security Deposit. Driving of vehicles loaded with Note boxes by a driver/person in an intoxicated/ inebriate condition is strictly prohibited, the Bank shall have the right to immediately revoke this contract and forfeit the Security Deposit. If the Bank is made a party in any cases instituted as a result of an accident caused by a driver driving vehicle in negligently or in intoxicated state, the contractor shall defend the Bank at his own cost failing

which the Bank shall recover from the contractor the cost incurred by it in defending itself.

11.4 The Contractor shall maintain the documentary evidence of compliance of the extant statutes, rules, orders, etc. in the forms prescribed there under. The Bank shall have the right to call for and examine/inspect/verify such documents to satisfy itself of such compliance. The Contractor shall furnish such documents to the Bank within reasonable time not exceeding five working days after communication of such requirement is served on the Contractor in writing or any other period directed by a court, tribunal, authority etc. whichever is shorter. If the Contractor fails to furnish documents complete in all respects, the Bank shall have the right to impose a liquidated damages of ₹1,000/- (Rupees One thousand only) per day after expiry of the time permitted for submission of the documents. Any pecuniary loss, liquidated damage, payment etc. incurred/made by the Bank due to non-maintenance by the Contractor or on-furnishing of such records by the Contractor leading to inability of the Bank to present such records before any court or statutory or administrative authority or municipal body if required to do so by the later, shall be recovered by the Bank from the Security Deposit or other dues payable or falling payable to the contractor. If the Bank is unable to recover the amount/s fully, the remaining amount shall be recovered as debt due by the Contractor to the Bank. The Contractor shall indemnify and keep indemnified the Bank, if any proceedings are initiated against the Bank in respect of statutory dues or compliance for which he is responsible. The Bank shall have the right to terminate the contract if the contractor fails to ensure compliance within reasonable time keeping in view the nature and seriousness of such non-compliance.

11.5 The vehicles when fully loaded with packed note boxes should not exceed the permissible laden weight of the vehicle. The contractor is required to provide GPS system for vehicles for the purpose of tracking the movement and position of vehicles.

11.6 The contractor shall ensure that their staff at work (in and outside the Bank) are properly dressed as per dress code decided by the Bank.

11.7 It shall be obligatory on the part of the contractor to pay wages which should not be less than minimum wages as prescribed by the appropriate authority, to his contract labour, retrenchment compensation, notice pay, gratuity and bonus as payable and the Contractor is liable to provide all welfare measures to the contract labour as required under applicable laws.

“The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the agency or contractor to obtain various registration / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This shall be strictly carried out by agency or Contractor. The agency or Contractor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract

labours employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI." In case the Bank is required to pay to the contract labour employed by the contractor or any statutory payments, required under various statutes to be paid by the Contractor, the same shall be recovered from amounts payable to the contractor and contractor shall not object to such appropriation/recovery and the contractor shall have no right to raise any dispute in this regard. .

11.8 The agreement shall not constitute to create any employer-employee relationship between the Bank and the personnel engaged by the contractor or the contractor and no claim whatsoever on this count shall be entertained by the Bank.

11.9 The contractor shall take all reasonable precautions to prevent any unlawful activity, riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and properties of the Bank. The Contractor shall ensure that their staff at work (in and outside the Bank) is properly dressed as per dress code decided by the Bank.

12. This contract may, within the period hereinbefore mentioned, be terminated by either party by giving a written notice of one month to the other party. The contractor shall carry out the works assigned by the Bank to the contractor during the notice period with due diligence, dispatch and efficiency.

13. The contractor shall submit the bills for the works carried out by the contractor at monthly interval. The bill, if found complete in all respects, shall be settled within 15 (Fifteen) working days after the date of submission. Payment of bills is subject to confirmation of the receipt of the remittances by the destination currency chests, Note Presses, Reserve Bank of India Offices, etc. Bills for carrying out the works under this agreement will be paid after deduction of taxes at source as applicable and rounding off of the final amount to the next higher rupee.

14. The provisions of this agreement and the rates shown in the enclosed schedules are effective for the period from **July 01, 2020 to March 31, 2021.**

15. This contract may be extended for a further period of two years by granting extension of one year at a time by mutual agreement on the terms and conditions agreed upon by the parties and subject to the satisfactory performance of the contractor.

16. This Agreement shall be executed in counterparts/duplicate. The original

<p>agreement shall be kept with the Bank and the counterpart/duplicate shall be kept with the Contractor. The stamp duty and other expenses payable in respect of this Agreement in full (Original as well as counterparts duplicate) shall be borne and paid by the Contractor solely.</p>
<p>17. Hindi version of this Agreement is for ready reference only. In case of any doubt/difference/discrepancy arising with reference to the interpretation of any clause of this agreement, English version of this agreement shall prevail for the same.</p>
<p>18. There shall be no increase in the rates specified in this agreement during the Contract Period.</p>
<p>19. The contractor shall also make available to the Bank all registers, books and documents or other records maintained by the contractor physically, electronically or on any other medium when such registers, books and documents are required to be inspected, audited, verified or examined by the Bank's internal or external inspectors and/or auditors; under orders of a court, statutory, administrative or municipal authorities.</p>
<p>20. The contractor shall obtain the required permission from Police Authorities for entering the city during the restricted hours.</p>
<p>21. The distance/s of the destination Currency chests, Presses, Reserve Bank of India offices etc. shall be reckoned as notified or approved by the Government.</p>
<p>22. The contractor shall not transport any other goods or person in the container truck while carrying the consignment of notes of the bank or otherwise while on the duty of the Bank for the purposes of this contract. The Contractor shall be liable for any such violations</p>
<p>23. If any certificate/documents enclosed or details furnished by the contractor are found to be incorrect/fake/bogus tampered with or information not disclosed, the contractor shall be debarred and shall not be awarded any future work in RBI. Joint ventures or partnership firms or any other nature of firms in which the contractor is a party shall also not be awarded any work. The contractor in such event shall also be liable to be placed in negative list and shall be disqualified from participating in any tender floated by the Bank.</p>
<p>24. The Note boxes are to be transported at the contractor's risk. If during the transit, the consignment is lost or damaged due to accident, theft, defective container trucks or act of dishonesty or fraudulent conduct on the part of the contractor or the workers employed by the Contractor or any other reason whatsoever, the Contractor shall be liable for the loss or damage to the consignment. If the consignment is lost or damaged in transit, the contractor shall immediately inform the Bank about the loss or damage along with the place where the container trucks are kept and the Bank will send its representative to assess the damages, before the consignment is delivered to the destination. The contractor shall be liable to pay to the Bank the amount of loss or damages assessed together with the expenses incurred by the Bank due to the loss or damages and the contractor shall indemnify and keep the</p>

Bank indemnified for any such loss.

25. The contractor shall maintain utmost secrecy of movement of treasure and shall not divulge sensitive information on receipt, storing, dispatch of treasure and other sensitive matters to anybody.

26. ARBITRATION: Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, hereinbefore mentioned and as to the quality of service or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Regional Director or to the sole arbitration of some other person appointed by the Regional Director willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the General Manager/Deputy General Manager is expressed in the contract to be final and conclusive. There shall be no objection if the arbitrator so appointed is an employee of RBI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, as aforesaid at the time of such transfer, vacation of office or inability to act, the Regional Director shall appoint another person to act as arbitrator in accordance with the terms and conditions of this contract. Such person appointed as arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- (ii) Subject to aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- (iii) The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- (iv) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to be payable to the Agency shall be withheld on account of such proceedings.
- (v) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

- (vi) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at RBI, Lucknow.
- (vii) The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The Courts at Lucknow shall have exclusive jurisdiction.

27. Taxes: The amount payable under this agreement shall be inclusive of all taxes, duties local levies, works contract tax or any other taxes as applicable imposed by Central / State Government / Local bodies at extant rates but exclusive of GST. The Contractor shall quote the Goods and Services Tax Identification Number (GSTIN) in the bill/invoice submitted to the Bank. The Contractor shall produce documentary evidence regarding GSTIN registration to the Bank. The Contractor shall produce the proof of payment of GST (as applicable to the service provided under this contract) to the concerned authorities, if and when called for by the Bank. If the Contractor fails to include applicable taxes, duties, local levies in the bill, no claim thereof will be entertained by the Bank afterwards. In terms of the Income Tax Act, 1961, taxes as applicable shall be deducted at source and a certificate for the same will be issued to the Contractor by the Bank.

28. The contractor shall indemnify and keep indemnified the Bank against any pecuniary loss suffered due to not payment or short-payment of tax, duties and levies which the Bank may be required to pay on demand/order issued by any court, statutory or administrative authority or municipality. Amount paid by the RBI in pursuance of such order/demands shall be recovered from the Security Deposit or other dues payable to the contractor failing which the amount shall be deemed as debt due by the contractor to the Bank. The Bank shall have the right to institute appropriate legal proceedings for recovery of such amounts along-with the costs and interest rate at 18% p.a. for the amount of default for the entire period of such default.

The Contractor shall also indemnify and keep indemnified, defend and hold good the Reserve Bank of India, Directors, its officers, employees and agents against loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

29. The contractor/Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment is received in the Bank against the employee of the contractor the complaint will be referred to the appropriate committee constituted under the said act. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

(ii) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

(iii) 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 or other firm's employee, if sexual violence by the employee of the contractor is proved.

30. The Bank requires that the Contractor under this contract observe the highest standard of ethics especially during the currency of the contract. In pursuance of this policy, RBI:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of public and

(ii) "Fraudulent practice" means a misrepresentation of fact in order to influence the execution of a contract to the detriment of the Employer, and include collusive practice among applicants/bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Employer of the benefit of free and open competition.

(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive level; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly the person or their property to influence their participation in the procurement process or affect the execution of a contract.

(b) Will reject proposal for award of work if it is determined that the contractor recommended for award has engaged in corrupt or fraudulent practice in completing for the contract in question,

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.

31. The agreement entered with the contractor may be terminated by either of the parties by giving three months' notice in writing of such termination to the other party. If the contractor fails to carry out any of his obligation/duties in

terms of such agreement or violates any terms and conditions of the said agreement, the contract may be terminated by the Bank forthwith and SECURITY DEPOSIT shall stand forfeited and the contractor shall not have any objection to such forfeiture. In case of earlier termination, neither party will have any claim against each other. In case of failure to enter into contract or non-satisfactory performance by the Contractor, the Bank may proceed to take such remedial action as may be necessary, at the contractor's risk and expenses and without prejudice to any other rights which the Bank may have against the contractor under the contract. In case the liquidated damages are levied on more than three occasions, or the amount of liquidated damages exceeds ₹1.5 lakh (aggregate), the Bank shall have right to terminate the contract at the risk and cost of the contractor.

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

In case of frequent or continued delay or in case of any breach by the contractor of any of the provisions of this agreement, the Bank may terminate this contract with immediate effect by giving intimation in writing to the contractor whether any penalty as herein before provided for such delay of breach has been imposed or not.

In the event of any breach by the contractor or in the event of early termination of the contract, the contractor shall be fully liable to risk and cost in addition to any other remedy whichever the Bank may have under the contract.

32. In the event of failure to execute the work, the Bank reserves the right to debar the contractor, its associates and entities in which it is interested from award of any contract in the Bank for a period of three years. The Bank also reserves its right to debar the contractor who fails to discharge the contractual obligation under this contract. The Bank shall issue a 10 days' notice to the contractor before debarring the contractor. The decision of the Regional Director in this regard shall be final.

33. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. 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 that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

34. The terms and conditions mentioned in the tender document shall form the part and parcel of this agreement.

For and on behalf of

The Reserve Bank of India

(Signature)

Name:

Assistant General Manager

Issue Department

Reserve Bank of India, Lucknow

Witness

Signature:

Name:

Designation:

Address:

Contractor

(Signature):

Name:

Seal:

Proprietor/Director/Partner/Authorized/ Attorney/Authorized Representative (Supported by appropriate Board resolution/letter of Authority as may be applicable)

Witness

Signature:

Name:

Address:

SECTION – VI

List of the Documents to be submitted with the Technical Bid

1. Letter of offer (Section – I) – signed and stamped.
2. Technical bid form (Section-IV) completely filled and signed.
3. Documents related to experience of having successfully completed similar works such as self-certified copies of contract, award letters, agreements, certificates issued by the previous users etc.
4. Income tax returns of last 03 financial years (2016-17, 2017-18 and 2018-19).
5. Audited balance sheet and financial statements of last 03 financial years (2016-17, 2017-18 and 2018-19).
6. Solvency certificate duly certified by the bank showing Positive net worth as per the latest audited balance sheet.
7. Submit copies of the Certificate of Registration, National permit, Insurance Policies, Fitness Certificates, PUC, evidence of GPS, CCTV, wireless mobile communication system installation, etc. for each vehicle.
8. Copies of the Permanent Account Number (PAN) and GSTN number as applicable.
9. Bank account details (Copy of cancelled cheque).
10. Undertaking stating that the tenderer is not wilful defaulter to any bank/financial institution and there is no criminal case against the company/person.

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



**Reserve Bank of India
Issue Department
Lucknow**

RBI/Lucknow / Issue/27/19-20/ET/458

**E-Tender for transportation of boxes containing
treasure/currency notes**

**PART II
(PRICE BID)**

Last Date of Submission: June 01, 2020 upto 14.00 hrs

PART II
(PRICE BID)

Items	Rate (Rs. Per KM)	Weightage	Weighted rate (Rate x Weightage)
(A) Outstation Rates for supply of containers/trucks for outstation remittances:			
(i) For Outward Journey with treasure Rs. Per Km		0.3	
(ii) For Return Journey with treasure Rs. Per km		0.1	
(iii) For Return Journey without treasure Rs. Per km		0.3	
(B) Local			
Rate for supply of containers/trucks for local remittances to currency chests within municipal area of Lucknow and for remittances to and from Railway Station/airport, Lucknow. (Rupees Per Km) (With minimum charges for 30 KMs)		0.3	
Total composite rate		1.0	

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

Note:

- (i) The bidders are advised not to quote 'zero' amount in respect of above items.
- (ii) Rates for items of work not enumerated herein and not agreed upon in the agreement shall be decided by the Bank in consultation with the contractor.
- (iii) The rates should be inclusive of all taxes but exclusive of GST.
- (iv) Performa of Price Bid placed above is for your reference only. Price Bid is to be filled in the MSTC e-tendering Portal only.