



RESERVE BANK OF INDIA
Human Resource Management Department
Belapur, Navi Mumbai

Date of Publishing: September 01, 2020

Name of Work: Supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, CBD Belapur, Navi Mumbai

Reserve Bank of India, CBD Belapur, Navi Mumbai invites E-tender under Two-Bids System (Technical & Financial Bid) from all eligible vendors for the captioned work. Tender document can be downloaded from September 01, 2020 at 3.00 PM to September 28, 2020 at 6.00 PM under the "Tender" Section at RBI's website (www.rbi.org.in). The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all the supporting documents on or before September 28, 2020 up to 06.00 PM. The tenderers shall submit their tender proposal along with Earnest Money Deposit (EMD) of ₹42,000/- (Rs. Forty two thousand only), as prescribed in the tender document. The Technical Bids (Part I) will be opened electronically on September 29, 2020 at 11.00 AM at Reserve Bank of India, Sector-10, Plot No. 3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai-400614. 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. Financial Bids (Part II) of only those bidders, who are found to be eligible on evaluation of their Part I documents, etc., as prescribed in the tender, will be opened on a later date, after intimating them. Details of the proposed work are as under:

Estimated Cost of Work	₹21,00,000/- (Rs. Twenty one lakh only)
Earnest Money Deposit	₹ 42,000/- (Rs. Forty two thousand only),
Last date/time for submission of Tender	September 28, 2020 up to 6:00 PM
Date/time of opening of Part - I Tender	September 29, 2020 at 11:00 AM

(Smt. K. Nikhila)
Chief General Manager
Reserve Bank of India, CBD Belapur
Navi Mumbai

DISCLAIMER

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

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

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

Table of Content

Sl. No.	Title	Page No.
1	Important Instructions for E-Tender	3-7
2	Notice Inviting Tender (SOT)	8-9
3	Pre-Eligibility Criteria	11-14
4	Instructions to Tenderers	15-18
5	Technical Bid (Part-I)	19-23
6	Detailed Scope of Work & Terms and conditions for the agreement	24-31
7	Part- II – Commercial Bid	32-35
8	Annex I – Details of Bankers	36
9	Annex II – Client’s Report	37
10	Annex III – Details of Car/Bus	38
11	Annex IV – Proforma for Bank Guarantee	39-42
12	Article of Agreement	43-55

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

IMPORTANT INSTRUCTIONS FOR E-TENDER:

This is an e-procurement event of Reserve Bank of India (RBI), Belapur. The e-procurement service provider is MSTC limited. Bidders / vendors are requested to read the terms & conditions of this tender before submitting their online tender.

1. Process of e-Tender:

(A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/ their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangements. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE:

BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

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.

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, please contact MSTC, before the scheduled time of e-Tender.

Contact Person (MSTC Ltd):

1.	Ms. Archana Juneja, Assistant Manager	archana@mstcindia.co.in	9990673698
2.	Ms. Rupali Pandey, Assistant Manager	rpandey@mstcindia.co.in	9458704037
3.	Mr. Abhishek Kr. Kanaujia, Executive	akkanaujia@mstcindia.co.in	9930119718
4.	Centralized MSTC Helpdesk for Vendors Helpdesk at MSTC Mumbai for		033-22901004 022-22870471

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

	Vendors		022-22886266
--	---------	--	--------------

Contact Person (RBI, Belapur)

1	Shri Rakesh Kr. Verma, AGM	rkverma@rbi.org.in	022-27523007/ 9969921965
2	Shri Tanmoy Chatterjee, Manager	tanmoychatterjee@rbi.org.in	022-27523037/ 9564408800
3	Smt. Sonal S Pawaskar, AM	sonalspawaskar@rbi.org.in	022-27523097/ 9869289634
4	Shri Bikash Kr. Mishra, AM	mishrabk@rbi.org.in	022-27523060/ 9038707912
5	Shri Nitin C. Chinchakar, AM	ncchinchakar@rbi.org.in	022-27523135/ 9881776246

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

To disable "Protected Mode" for Digital Signature Certificate (DSC) to appear in the signer box following settings may be applied.

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

Other Settings:

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

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

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

2. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

4. 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.
5. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the tender so as to give themselves sufficient time to submit the bid.

6. Information about tenders/ corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
7. **Bidding in e-Tender:**
 - a) Vendor(s) need to submit necessary EMD and Transaction fees (If Any) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority (Reserve Bank of India, Belapur).
 - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor(s) should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run, then the vendor will not be able to save/submit / their/ his Technical bid.
- e) After filling the Technical bid, vendor(s) should click 'save' for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.
- f) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
- h) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- k) Reserve Bank of India reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions of the tender.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority (Reserve Bank of India, Belapur) has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at www.mstcecommerce.com/eprochome to familiarize him/ them with the system before bidding.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

NOTICE INVITING TENDER
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

1	Description of Works	E - Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614
2	E-Tender no	RBI/Belapur/Estate/67/20-21/ET/111
3	Estimated Cost	₹ 21,00,000/- (Rupees Twenty-One Lakh Only)
4	Earnest Money Deposit	₹ 42000/- (2% of Estimated Cost) To be deposited by the successful bidder through NEFT in favour of Reserve Bank of India, Belapur Details of NEFT- Beneficiary Name: Reserve Bank of India Beneficiary Account No. - 186003001 IFSCCode – RBIS0NMPA01 (R B I S Zero N M P A Zero One) [Note: Mention Name/ Company Name of the vendor in NEFT transaction remarks]
5	Validity of Quoted Rates	6 months. The agreement may be considered for further renewal for maximum two years (one year at a time) at Bank's discretion and at the mutually agreed terms and conditions between the parties.
6	Bank Guarantee	5% of Contract Value (to be submitted by successful bidder)
7	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through www.mstcecommerce.com/eprochome/rbi
8	Date of NIT available (viewing of Tender) to parties for download	September 1, 2020 at 3:00 PM
9	Transaction Fees	Payment of Transaction fee through MSTC

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

		Gateway/NEFT/RTGS in favour of MSTC Limited as advised by M/s MSTC Ltd.
10	Clarification, if any, may be sent to I. sonalspawaskar@rbi.org.in II. mishrabk@rbi.org.in	Last date of receipt – September 5, 2020 upto 3:00 PM. No clarification will be entertained after the said date and time.
11	Date of Starting of e-Tender for Online submission on MSTC website	September 8, 2020 at 11:00 AM
12	Last Date of Submission of EMD to RBI, Belapur	September 28, 2020
13	Date of Closing of Online e-tender for submission of Technical & Commercial Bid	September 28, 2020 at 6:00 PM
14	Date and Time of Opening of Part I i.e. Technical bid	September 29, 2020 at 11:00 AM
15	Date & Time of Opening of Part II i.e. Commercial Bid	The Part-II bid of such of those tenderers, which are found eligible after scrutiny of the Part - I (Technical Bid) of the tenders only will be opened. Such bidder(s) will be intimated regarding date of opening of Part- II through email.

**Chief General Manager
Reserve Bank of India
CBD Belapur
Navi Mumbai**

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

PART I

Tender Document of invitation for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614

Name of the Tenderer: _____

Address: _____

Timeline of online submission: September 8, 2020 to September 28, 2020

Date of opening of Tender (Part-I): September 29, 2020 (11:00 AM)

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Pre-Eligibility Criteria

Criteria	Requirement
1. Duration of Past experience	Should have a minimum 3 years of experience in the field of transport service with Government/Semi-Governments/PSUs, Banks, MNCs, as on March 31, 2020. Tenderers should furnish their Client list showing the details of work carried out by them during the last 3 years. The list shall include details such as Name of Client, Value of Work executed, Date of Starting and Finishing of the work, Reasons for delay, if any, etc. The Tenderer should submit documentary evidence in support of minimum experience of 3 years.
2. Yearly Turnover	Should have an average annual turnover of 100% of the Estimated Cost (Rupees twenty-one lakh) or more during the last three financial year ended March 31, 2019. A Certificate from Chartered Accountant (CA), along with the Balance Sheet, duly certified must be mandatorily submitted along with the tender. Any tender document without the Balance sheet and a CA certificate regarding the turnover will be rejected.
3. Service Set up	Certificate in support of having a full-fledged service set up for the job specified in the Tender documents in Navi Mumbai/Mumbai/Thane/Panvel should be uploaded. (To be uploaded in e-tendering portal)
4. Details of Company/ Firm/ Agency	The full particulars of the Company/Firm/Agency/ in details are required to be submitted. In case of a company, the certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

	attorney, if any and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/individuals involved therein along with the names(s) and address(es) etc. are to be submitted.
5. Credit worthiness of the Contractor	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with creditworthiness certificate from the bankers with a copy of the latest final accounts of the business of the bidder duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three financial years ended March 31, 2019. (To be uploaded in the e-tendering portal)
6. Name and Address of the Banker and their present contact executive	Written information about the names and addresses of the bankers of tenderers along with full details, like names, postal addresses, e-mail IDs, telephone nos. (Landline and mobile), fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by RBI in case it is so needed) should be uploaded. (Annex-I to be filled and uploaded in the e-tendering portal)
7. Details of Bank Accounts	Full particulars of the bank accounts of the tenderers like the bank branch address, IFS Code, account no and type, when opened, etc., should be submitted (uploaded).
8. Names and Addresses of the Clients and their present contact executives	Written information about the names and addresses of the clients like e-mail IDs, telephone numbers, fax numbers, etc., should be uploaded.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

9. Details of Work	The Client wise type of the work executed, awarded, actual cost of executed work, names, addresses and contact details of officers/ authorities/ departments under whom the work was executed should be furnished/ uploaded.
10. Documents to be submitted	<ul style="list-style-type: none"> a) Trade License b) Registration under shops & Establishment Act c) Feedback from clients d) List of vehicles with details viz. model, registration, insurance, date of purchase etc. e) Audited or Chartered Accountant certified statement of accounts for the last 3 accounting years. (Indicating separately turnover through supply of vehicles on hire) f) Copies of Income Tax Return filed with the Income Tax Department for the last three years. g) Copies of applicable tax registrations. viz PAN, TIN, GST, etc. h) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority. i) Copies of E.P.F Registration Certificate and E.S.I registration certificates, if any. j) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer. k) Details of the Bank Account held by them in a scheduled bank in India. l) Bank Guarantee

Note:

1. No deviations / conditions shall be stipulated by the Tenderer in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

2. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.
3. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer and his EMD will be returned. RBI is not bound to assign any reason for doing so.
4. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

INSTRUCTIONS TO TENDERERS

1. Clarification of Tender Document

A tenderer requiring any clarification of this document shall contact the Bank in writing at the email addresses sonalspawaskar@rbi.org.in/mishrabk@rbi.org.in. The tenderer shall submit points/conditions/questions/clarifications, if any, in writing, to the mentioned email address on or before **September 5, 2020 upto 15.00 Hrs.** Issues, if any will be clarified by email/telephone. No further clarifications/doubts will be entertained after the said date and time.

2. Documents comprising the Tender

The Tender shall comprise of the following:

1. Notice Inviting e-tender
2. Technical Bid Details
3. Commercial Bid Details
4. Earnest Money Deposit (EMD) through NEFT to following A/c:

Account No.	186003001
IFS Code	RBIS0NMPA01

Note- Please read 5th and 10th letter of IFS Code as “Zero”

5. Format of Performance Bank Guarantee to be furnished after award of contract by the successful bidder.
6. Format of Agreement to be entered into between the successful bidder and the RBI.

3. Period of Validity of Tenders

- a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.

4. Submission, Sealing and Marking of Tenders

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

E-Tender with all information shall be submitted on or before the prescribed time and date.

- c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

5. Deadline for Submission of Tenders

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

6. Late Tenders

No Tender after the deadline shall be allowed on the e- portal.

7. Tender Opening

Part I will be opened on the specified date mentioned in Schedule of Tender in the presence of those tenderers/ their authorized representatives who choose to be present. Part II bid of those vendors who qualify the requirements of technical conditions/details (part I) will only be considered for opening. Opening of Part II will be intimated to the qualified vendors separately by E-mail/Telephone Call. The decision of RBI in this regard will be final.

8. Bid Evaluation Criteria

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC and as per technical bid evaluation criteria. (Note: Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.)

9. Clarification of Tenders

- a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.
- b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

10. Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of appropriate value within 10 days of award of work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions contained in this tender document including the draft agreement shall apply.

11. Bank Guarantee

- a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) **@ 5% of Contract Value** in accordance with the Performa given in [Annex-IV](#). The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.
- b) Failure of the successful tenderer to submit the Bank Guarantee or execute the work after award of work or to execute the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and debarring such tenderer from participating in any tender or from any business dealings with the Bank for a period of three years.
- c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee shall be discharged only after adjusting all dues, liabilities, etc.

12. Disclaimer

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.
- c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note - The tenderers may visit the site before quoting the rates to assess the quantum of work.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

PART I – TECHNICAL BID

From,

.....

To

Chief General Manager
 Reserve Bank of India
 CBD Belapur
 Navi Mumbai – 400 614

SI. No.	Particulars	Details to be filled in by the Tenderer
1	Name of the Tenderer	
2	a) Type of Tenderers – (whether Proprietorship / Partnership / LLP / Pvt. Ltd./ Ltd. Company) b) Date of Establishment c) Details of Registration (Firm, Company etc.), d) Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same	
3.a	Name of the proprietor/ partners/ directors of the Tenderer with designation	
3.b	Authorized person of the tenderer to make commitment to the Bank. (Name, designation, contact details including telephone/fax/e-mail)	
4	Regd. Office / Business Address of the Tenderer along with Telephone No., Mobile No., Fax No. and e-mail. a) Whether having own office in Navi	

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

	<p>Mumbai/Mumbai/Thane/Panvel</p> <p>b) Address of the local office at Navi Mumbai/Mumbai/Thane/Panvel</p> <p>c) Address of the Garage</p> <p>Please enclose relevant documents in support of the same.</p>	
5	<p>Work Experience – Details of work experience as per the requirement in the Pre-Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services at any office of Reserve Bank of India or Government/ Semi – Government/ Public Sector Undertakings/ Banks/ MNCs should also be given.</p>	
6	<p>Names and Addresses of the existing clients along with their full details. The feedback from top three existing clients is required to be uploaded as per format attached with this tender document (Annex-II).</p>	
7	<p>Copies of Audited Balance Sheet as well as P & L A/c statement for last 3 years (indicating separately turnover through supply of vehicles on hire) certified by a Chartered Accountant.</p>	
8	<p>Income Tax Returns of last three Financial years –</p> <p>F.Y. 2016 – 17,</p> <p>F.Y. 2017 – 18 and</p> <p>F.Y. 2018 – 19</p> <p>(Self-Attested Copy to be submitted)</p>	

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

9	Whether the organization is registered under shops & Establishment Act and has necessary certificate to run Tours and Travels? Please enclose the Registration Certificate.	
10	Names and Addresses of the bankers. The bankers Certificate regarding creditworthiness of the tenderer is to be given by the banker on their letter head through e-mail as per format attached with this tender document. (Annex – I)	
11	The Bank Account (IFS Code and Account Number) where payments would be received by the organisation of the tenderer.	
12	List of Cars/Bus owned in the name of the applicant with Registration Number/s, Permit Number/s, Date of Purchase and Insurance Policy. Copies of the documents should be attached. The list should be category wise and in descending order of date of purchase with documentary evidence.	(Annex-III to be filled and uploaded in the e-tendering portal)

Copies of Documents required to be submitted for Technical Bid:

- a) Trade License
- b) Registration under shops & Establishment Act
- c) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.
- d) List of Clients and Feedback from top three existing clients.
- e) Audited annual financial statements for last 3 years i.e. F.Y. 2016-17, F.Y. 2017-18 and F.Y. 2018-19. (Indicating separately turnover through supply of vehicles on hire)

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- f) Income Tax Returns for last three financial years i.e. F.Y. 2016-17, F.Y. 2017-18 and F.Y. 2018-19. (Indicating separately turnover through supply of vehicles on hire).
- g) Copies of applicable tax registrations. viz PAN, TIN, GST, etc.
- h) Copies of E.P.F Registration Certificate and E.S.I registration certificates, if any.
- i) Receipt for the payment of Earnest money Deposit (EMD) amount to the Bank.
- j) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.
- k) Details of the Bank Account held by them in a scheduled bank in India.
- l) Bank Guarantee
- m) List of vehicles with details viz. model, registration, insurance, date of purchase etc.
- n) Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.

Criteria for Technical Bid Evaluation

- I. Two-bid system will be followed where the Technical Bid and Commercial Bid will be evaluated separately
- II. The Technical Bid evaluation shall be done based on the following criteria:

In the technical evaluation, each bidder will be assigned marks, out of 100, as per the criteria below:

1	Number of Years in Operation	Max. 30 Marks
	I. From 3 years and up to 5 years	10
	II. More than 5 years and up to 7 years	20
	III. More than 7 years	30
2	Turnover (Last three Financial Years i.e. 2016-17, 2017-18, 2018-19)	Max. 30 Marks
	I. ₹21 lakhs and up to or equal to ₹25 lakhs	10
	II. More than ₹25 lakhs and up to or equal to ₹40 lakhs	20
	III. More than ₹40 lakhs	30
3	Client's Feedback	Max. 20 Marks
	I. Poor	0
	II. Satisfactory	05
	III. Good	10
	IV. Very Good	15
	V. Outstanding	20
4	No of Cars/Bus owned in the name of the applicant	Max 20 Marks

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

I.	Up to 20 no. of Bus/Car	10
II.	More than 20 and less than 30 no. of Bus/ Car	15
III.	More than 30 no. of Bus/Car	20

Note: Proposals scoring minimum of 50% marks (i.e. 50 marks out of total 100 marks as per the table above) shall only be considered for further evaluation in the commercial Bid. The Bank reserves the right to relax the minimum criteria without giving any reason(s) whatsoever. However, the technical bid criteria is of qualifying nature only for participation in commercial bid.

DECLARATION

(To be submitted in the Technical Bid on the Letter head of the tenderer, duly signed by its authorized signatory)

1. The information provided by me/us is/ are true to the best of my/ our knowledge and if any information is found incorrect or false, I/ we may be debarred from the tender process/ being awarded the contract.
2. I/ We agree to abide by all the terms and conditions stipulated by RBI as mentioned in the tender documents.
3. I/ We also agree that our tender will remain valid for acceptance by the RBI for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such further periods as may be mutually agreed upon between RBI and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.
4. I/ We understand that RBI, Belapur reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.
5. I/We understand that
 - I. The price quoted shall only be in Indian rupees and inclusive of all applicable charges and taxes excluding GST.
 - II. Parking/Toll charges, if any shall be reimbursed to the successful tenderer on production of valid receipts.

Dated this _____ day of _____ 2020.

For and on behalf of M/s _____

Signature:

Name:

Seal of the Tenderer

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Scope of Work and Terms and Conditions of the agreement

1. The Contractor shall at all times during the period of six months within twelve hours from the receipt of written or verbal notice to the effect from the Bank, supply as many escort vehicles of specified type as may be required by the Bank, as may be specified in the notice for officials accompanying Remittance of Treasure by road from or at places and at the time specified in such notice, for tours and other miscellaneous purpose. In urgent situations/circumstances, the Contractor shall provide vehicle/s at three hours' notice, the decision of the Bank on the urgency shall be final and binding on the Contractor.
2. The notice so given, shall be so complied with whether or not it is necessary to work outside ordinary business hours or on days recognized as "public holidays" under the Negotiable Instruments Act, 1881 or any other Act or Notification of the Government of India or Government of Maharashtra / Government of Goa.
3. Any notice (other than urgent notices) given under Clause 1 may be countermanded by the Bank on its giving a notice of such countermand either in writing or verbally or by telephone not less than three hours before the hour fixed for supply and the Contractor shall be entitled to no payment of remuneration and compensation in respect thereof.
4. In urgent cases, certified as such by the Bank, and a three hours' notice in lieu of twelve hours' notice shall be complied with accordingly by the contractor.
5. The contractor shall not, allow any person other than Bank's employee or persons authorized by the Bank in the vehicle/s provided to the Bank.
6. The contractor shall make good and reimburse to the Reserve Bank of India any loss or damage sustained by the reason of any defective escort vehicles/tour vehicles from any incompetence, negligence, or delay or by reasons of any act of dishonesty of fraudulent conduct on his part or on the part of the drivers of vehicles engaged by him.
7. If any time the Bank, finds that through the default of the contractor owing to insufficiency or delay or failure or other defects in the supply of escort vehicles or tour hiring vehicles, the treasure cannot be dispatched/ received or tour could not be completed in due time, it shall be open to the Bank to cancel the requisition and reject all the vehicles supplied on the occasion and get the work done in any manner, making the Contractor liable for any extra charge involved therein, irrespective of whether a fine is imposed or not.
8. The vehicle must have clean interior, upholstery, well maintained exterior & noiseless drive.
9. The Vehicle should not be more than 3 years old.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

10. The vehicle should be properly disinfected / sanitized before and after deployment for the Bank's duty and the driver should carry a certificate to that effect. The Driver should be free from any symptoms for Covid-19 and shall produce a medical certificate periodically every 30 days or as may be specified by the Bank.
11. The vehicle shall be provided with the following for every trip/booking:
- (i) Two 500 ml water bottles of reputed brand,
 - (ii) Tissue paper (face tissue paper in pouch) and a sanitizer of a reputed brand,
 - (iii) Fire extinguisher
 - (iv) First-Aid box.
- No extra charges will be paid for the above amenities and the cost should be included in the charges quoted by the agency. In case of complaint about the non-availability of required things, a penalty upto 25% of bill amount will be deducted from the relevant bill.
12. The Tenderer should have its office and garage space in Navi Mumbai/Mumbai/Thane/Panvel. **No parking arrangement will be made by the Bank for the vehicles deployed for the purpose.**
13. The driver in clean uniform must report for the duty at the specified time and place. He should maintain a proper record of mileage on a daily basis and get the same authenticated by the user/ officer/ staff of Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614. Besides they should be neatly turned out and be polite, courteous and service oriented at all times.
14. The Tenderer shall submit fitness certificate issued by registered medical practitioner before deploying persons for the purpose of the contract. Such certificate may be submitted annually. The Contractor shall remove any person who is suffering from communicable disease and may deploy them only after they are treated/cured of such disease.
15. The Tenderer shall arrange to obtain police verification regarding the antecedents of the persons/drivers engaged by him for the purpose of the agreement so as to ensure no undesirable person is engaged by him for Bank's duty. Such police verification certificate shall be produced as and when demanded by the Bank. The Tenderer shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Tenderer deployed for the work, he shall issue identity cards bearing their photographs / identification etc. and such employees shall display their identity cards at the time of duty.
16. The driver must always be available at the place where the car is parked.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

17. The driver should observe the traffic rules and regulations and other instructions issued by the Bank/Local Authorities.
18. If the Supplier's employees / drivers commit any breach of terms and conditions mentioned above or render unsatisfactory service in the opinion of the Bank, the Supplier shall be liable for summary termination of the agreement forthwith without any notice or any compensation in lieu thereof.
19. The bill shall be produced to Human Resource Management Department, Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614 on monthly basis. After the same is sanctioned by them the payment will be made by Reserve Bank of India, Belapur office through NEFT.
20. The driver should have valid driving license, which should be produced by them as and when demanded by traffic personnel/local authorities. Renewal of their driving license from time to time will be the sole responsibility of the tenderer.
21. The driver deployed should have reasonable experience with good driving record. He should be able to attend to minor repairs of vehicles on route, in case of need.
22. The driver should carry cell phone with them and the phone number should be made available with Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614.
23. All the documents viz. insurance, registration certificate, road tax, pollution, permits, valid license, etc. related to the vehicle should be readily available in the vehicle/with driver and the vehicle should be registered as tourist vehicle.
24. Without prejudice to above, the contract will be terminated on last day of contract period or with a notice of 01 month on either side, during the contract.
25. The person/persons engaged by the tenderer shall have no right to claim any employment in the Bank. RBI shall not be under any obligation to provide employment to any of the personnel deployed by successful bidder. No right of any employment in RBI shall accrue or arise, by virtue of engagement of personnel for any assignment under the contract.
26. The drivers/employees engaged by the tenderer shall abide by the instructions provided by the security officers/guards of the Bank and vehicles/persons will have to undergo security check as and when required.
27. The vehicle will stop for refueling etc. at places only with the approval of Police Escort- in charge while providing escort services.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

28. The tenderer shall be required to obtain necessary route permits and pay all relevant taxes on his/her own.
29. The Contractor shall, supply taxi with GPS System installed having access to facilities such as communication network etc. for tracking the movement of his escort vehicles continuously while on Bank's (remittance) duty and shall provide information to the Bank, if asked for, promptly. The Contractor shall, if not already done, also get registered immediately himself/his company under Micro, Small and Medium Enterprises Act 2006, if eligible and submit a copy of registration certificate to the Bank.
- 30.
- a) The successful tenderer shall execute an agreement with the Bank on stamped paper within 10 days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions contained in the tender document including the draft agreement shall apply. Normally, the tender will be valid up to one year. The contract may be renewed after expiry for a further period of two years (one year at a time) at Bank's discretion subject to satisfactory performance by the contractor.
 - b) The stamp duty shall be borne and paid by the tenderer.
31. The rates offered by the tenderers and on acceptance by the Bank, will remain valid, for a period of six months, thereafter they may be reviewed at the time of renewal of the contract provided any major changes occur in labour laws or Government decision affecting fuel pricing, etc. based on change of Wholesale Price Index and CPI as per the formula given in the agreement copy.
32. For deficiencies in services and serious inconvenience caused to the Bank and its officials or those whom Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to the Officer-In Charge, Reserve Bank of India, Belapur whose decision shall be final in the matter.
33. The tenderer will also have to make alternate arrangements in case of breakdown of the vehicle. In case of failure, the tenderer will be responsible to compensate all expenses incurred in this regard. Decision of the Bank in this regard will be final and binding on the
- E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes**

tenderer. Such compensation may be in addition to any penalty levied under paragraph 25 above. Penalty and compensation, if any, will be deducted from the subsequent bill/s of the tenderer.

34. The tenderer should ensure that there will be no room for complaints from any quarters.
35. The successful bidder shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful bidder shall keep RBI fully indemnified against liability of tax, interest, penalty etc. of the successful bidder in respect thereof, which may arise.
36. Adherence to Statutory Requirements: Tenderer shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of wages Act 1936, Employees' Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961 to the extent these acts are applicable, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance whenever deemed necessary and the Contractor shall abide by the same. The Contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment or/and by invoking performance bank guarantee.
37. Sexual Harassment: The successful bidder shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of RBI, the complaint will be filed before the Internal Complaints Committee constituted by the successful bidder and it shall ensure appropriate action under the said Act in respect to the complaint.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

38. Any complaint of sexual harassment from any aggrieved workmen of the successful bidder against any employees of RBI shall be taken cognizance of by the Regional Complaint Committee of RBI, Belapur. The successful bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
39. The successful bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful bidder, for instance any monetary relief to the RBI employee, if sexual misconduct by the employee of the successful bidder is proved.
40. The successful bidder shall ensure that none of its employee enters or remains in the RBI's premises beyond the specified time limits unless absolutely necessary for fulfilling successful bidder's obligations and with permission of the Caretaker/ Security officials of RBI.
41. Non-Disclosure Clause: The successful bidder shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the successful bidder during the course of discharging contractual obligations in connection with the agreement to be entered into with RBI, to any third party and shall at all times hold the same in the strictest confidence. The successful bidder 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 successful bidder shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of RBI. The successful bidder shall indemnify RBI for any loss suffered by RBI 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 successful bidder and RBI shall be entitled to claim damages and pursue legal remedies for the same. The successful bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this clause are fully satisfied. The successful bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement to be entered into with RBI for whatever reason.
42. Notice for Termination of Contract -The contract to be entered into with the Bank can be terminated by either party by giving one month's notice. However, in case of breach of terms and conditions of the agreement, the Bank reserves right to terminate the contract without

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

any notice or without any claim for compensation and the Contractor shall be liable to risk and cost in such a situation.

43. Arbitration-

Any dispute and/or difference arising out of or relating to the contract to be entered into with RBI will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Officer - In - Charge, Reserve Bank of India, Belapur.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of continuation of the arbitration procedure and payment to the successful bidder shall continue to be made in terms of the contract.

The agreement to be entered into with RBI shall be subject to the exclusive jurisdiction of the Courts in Navi Mumbai.

44. AWARD OF CONTRACT

- I. RBI will award the contract to the successful evaluated bidder on fulfilment of all the terms and conditions of this tender.
- II. RBI will communicate its decision to award the contract through a "Letter of Offer".
- III. The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of the said Letter of Offer.
- IV. The successful bidder shall be required to furnish a Bank Guarantee within 10 days of receipt of "Letter of Offer". The amount of Bank Guarantee @ 5% of the contract value will have to be furnished.
- V. The Bank Guarantee shall remain valid for a period of Sixty (60) days beyond the date of completion of all contractual obligations.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- VI. In case the contract period is extended further, the validity of Bank Guarantee shall also be extended by the successful bidder accordingly.
45. Among the tenders received, the lowest rate quoted by any tenderer will be accepted by the Bank as the agreed rate during the contract period.
46. The tender submitted shall be signed by the competent authority of the organization. In case of partnership firm, it shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. In case of a company, it shall be signed by a competent authority/ by a person having power of Attorney. Otherwise the tender may be rejected by the Bank.
47. Except under cases of circumstances beyond the control of the Bank, the payment of bills will be made within fifteen days and not later than thirty days of production of bills (complete in all respect). Payments will be made through electronic mode. The successful bidder should furnish mandate/s for ECS/RTGS/NEFT. Bank will deduct applicable tax at source.
48. The rate quoted shall only be in Indian rupees and inclusive of all charges and applicable taxes excluding GST.

I/ We have read the Scope of Work and Terms and Conditions of the agreement explicitly mentioned above and accept the same while executing the contract, if awarded.

SIGNATURE & SEAL OF THE APPLICANT

Name:

Address:

(Please sign at the bottom of all pages)

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

PART II – Commercial Bid Only

Name of the Tenderer: _____

Address: _____

Quotation for Hiring of Vehicle (Rates in Rupees) excluding Statutory taxes

BUS TYPE	Bus 13 Seater		Bus 18 Seater		Bus 25 Seater	
	Non-A/C	A/C	Non-A/C	A/C	Non-A/C	A/C
Upto 300km/1day	a11	a12	b11	b12	c11	c12
Additional rate per KM	a21	a22	b21	b22	c21	c22
Permit	a31	a32	b31	b32	c31	c32
Driver Allowance per day	a41	a42	b41	b42	c41	c42
	a1 = a11+a12; a2 = a21+a22; a3 = a31+a32; a4 = a41+a42		b1 = b11+b12; b2 = b21+b22; b3 = b31+b32; b4 = b41+b42		c1 = c11 + c12; c2 = c21+c22; c3 = c31+c32; c4 = c41+c42	
	a = 0.7*a1+0.1*a2+0.1*a3+0.2*a4		b = 0.7*b1+0.1*b2+0.1*b3+0.2*b4		c = 0.7*c1+0.1*c2+0.1*c3+0.2*c4	
BUS TYPE	Bus 27 Seater		Bus 35 Seater		Bus 45 Seater	
	Non-A/C	A/C	Non-A/C	A/C	Non-A/C	A/C
Upto 300km/1day	d11	d12	e11	e12	f11	f12
Additional rate per KM	d21	d22	e21	e22	f21	f22
Permit	d31	d32	e31	e32	f31	f32
Driver Allowance per day	d41	d42	e41	e42	f41	f42
	d1 = d11+d12; d2 = d21+d22; d3 = d31+d32; d4 = d41+d42		e1 = e11+e12; e2 = e21+e22; e3 = e31+e32; e4 = e41+e42		f1 = f11+f12; f2 = f21+f22; f3 = f31+f32; f4 = f41+f42	
	d = 0.7*d1 + 0.1*d2 + 0.1*d3 + 0.2*d4		e = 0.7*e1 + 0.1*e2 + 0.1*e3 + 0.2*e4		f = 0.7*f1 + 0.1*f2 + 0.1*f3 + 0.2*f4	

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

$$B = a + b + c + d + e + f$$

Local Trip					
CAR TYPE	Etios/ Logan/ Swift Desire/ Accent	Sumo/Tave ra/Qualis/In nova/Enjoy AC	Sumo/Tavera/ Qualis/Innova/ Enjoy Non-AC	Honda Accord/Toyota corolla AC	Honda Accord/Toy ota corolla Non-AC
Upto 40Km/hour	lc11	lc12	lc13	lc14	lc15
Upto 80Km/hour	lc21	lc22	lc23	lc24	lc25
Additional rate per KM	lc31	lc32	lc33	lc34	lc35
Additional rate per hour	lc41	lc42	lc43	lc44	lc45
Domestic Airport 4Hr/55Km Pick and Drop	lc51	lc52	lc53	lc54	lc55
International Airport 4Hr/55Km Pick and Drop	lc61	lc62	lc63	lc64	lc65
	lc1= 0.2*lc11+0.2*lc21+0.1*lc31+0.1*lc41+0.2*lc51+0.2*lc61	lc2= 0.2*lc12+0.2*lc22+0.1*lc32+0.1*lc42+0.2*lc52+0.2*lc62	lc3= 0.2*lc13+0.2*lc23+0.1*lc33+0.1*lc43+0.2*lc53+0.2*lc63	lc4= 0.2*lc14+0.2*lc24+0.1*lc34+0.1*lc44+0.2*lc54+0.2*lc64	lc5= 0.2*lc15+0.2*lc25+0.1*lc35+0.1*lc45+0.2*lc55+0.2*lc65
LC = lc1 + lc2 + lc3 + lc4 + lc5					

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Outstation Trip					
CAR TYPE	Etios/ Logan/ Swift Desire/ Accent	Sumo/Tavera/Qualis/ Innova/Enjoy AC	Sumo/Tavera/ Qualis/Innova/ Enjoy Non-AC	Honda Accord/T oyota corolla AC	Honda Accord/T oyota corolla Non-AC
Upto 300Km/day	oc11	oc12	oc13	oc14	oc15
Additional rate per KM	oc21	oc22	oc23	oc24	oc25
Driver allowance per day	oc31	oc32	oc33	oc34	oc35
Night Halt Charges per day	oc41	oc42	oc43	oc44	oc45
	oc1 = 0.7*oc11 + 0.1*oc21 + 0.1*oc 31 +0.1* oc41	oc2 = 0.7*oc12 + 0.1*oc22 + 0.1*oc 32 + 0.1*oc42	oc3 = 0.7oc13 + 0.1*oc23 + 0.1*oc 33 + 0.1*oc43	oc4 = 0.7oc14 + 0.1*oc24 + 0.1*oc 34 +0.1* oc44	oc5 = 0.7*oc15 + 0.1*oc25 + 0.1*oc 35 + 0.1*oc45
OC = oc1 + oc2 + oc3 + oc4 + oc5					

$$\mathbf{L = B + LC + OC}$$

- I. The above quoted rates are inclusive of all charges such as disinfection/sanitization of vehicle, Two 500 ml water bottles of reputed brand, Tissue paper (face tissue paper in pouch), sanitizer of reputed brand, Fire extinguisher, First-aid box, Diesel, Driver, Maintenance and all applicable charges and taxes excluding GST.
- II. No extra charges will be paid for the above amenities and the cost should be included in the charges quoted by the agency. In case of complaint about the non-availability of required things, a penalty upto 25% of bill amount will be deducted from the relevant bill.
- III. Among the tenders received by qualified bidders as per commercial bid evaluation criteria, the lowest rate (L) quoted by any tenderer will be accepted by the Bank as the agreed rate during the contract period.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- IV. There will be no revision in the rate during the contract Period. The rate shall be valid up to the 06 months form the date of issue the work order.
- V. I/We hereby declare that I/we have read and understood the schedule of quantities and contents of Part II of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of the tenderer _____

Name and Seal of the tenderer _____

Dated this _____ Day of _____ 2020

Details of Bankers

Name of the Banker-	
Name of the Branch and its Complete Postal Address	
Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s)., etc.	
Type of Account	
Account Number	
IFS Code	
Whether Credit facility / Overdraft Facility enjoyed by the bidder	
The period from which the bidder has been banking with the Banker	
Any other information which the bidder may like to furnish about its Banker	
Authorized Signatory (With Name and Seal)	

Client's Report (To be uploaded in the Technical Bid)

(On Client's Letter Head)

Performance details of the Firm: M/s Located at.....

1	Work order/reference No. and Agreement Date	
2	Gross Value of the Contract (in Rupees)	
3	Date of commencement of Contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a	Quality of Security provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b	Technical proficiency/competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e	Dealings in the execution of the work, adherence to schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7	Did the firm go for arbitration?	
8	Any other information	

(Authorized signatory of the Client with Office Seal)

Place:

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Annex III

Sl. No.	Make	Model Year	Capacity (in No of Passengers)	Registration Number	Permit Number

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Proforma of Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Chief General Manager - In Charge
Reserve Bank of India
CBD Belapur
Navi Mumbai-400 614

Madam/ Dear Sir,

Contract for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, CBD, Belapur, Navi Mumbai
WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai, through its office at Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s..... (Name of the Contractor) (Hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND Whereas under the said contract the Contractor is bound by the said Contract to submit to RBI, Belapur a Performance Bank Guarantee (**5% of Contract value**) for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We,(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s, the Contractor, do hereby undertake to pay to RBI, an amount not exceeding ₹. _____ (**Rupees _____ only**) (**Amount in figures and words**) as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We..... (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

not performed his obligations as per the terms & conditions of the said contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by RBI, pay without demur to RBI, a sum of ₹. _____ (Rupees _____ only) (Amount in figures and words) or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹. _____ (Rupees _____ only) (Amount in figures and words)

2. We also agree to undertake and confirm that the sum not exceeding ₹. _____ (Rupees _____ only) (Amount in figures and words) as aforesaid shall be paid by us forthwith without any demur or protest, merely on demand from RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI immediately on receipt of the notice as aforesaid.

3. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of RBI.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

payment by us of the sum not exceeding ₹. _____
(Rupees _____ only) (Amount in figures and words) Our liability under these presents shall not exceed the sum of ₹. _____
(Rupees _____ only) (Amount in figures and words).

b) Our liability under these presents shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

c) This guarantee shall remain in force up to.....(Sixty days beyond the expiry of contract period) provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

d) In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee

e) Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us

f) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof, I/We of the bank have signed and sealed this guarantee on the day of..... (Month)..... (Year) being herewith duly authorized.

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

Signature and Seal of authorized Bank official

Name:

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Designation:

Stamp/ Seal of the Bank

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

Witness 1

Signature:

Name:

Address:

Witness 2

Signature:

Name:

Address:

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

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

Article of Agreement

THIS AGREEMENT is made at Belapur on this..... day of between Reserve Bank of India, Plot No 3, Sector – 10, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai (having its Central Office at Shahid Bhagat Singh Marg, Mumbai and a body Corporate established under RBI Act, 1934) hereinafter referred to as the “**Bank**” represented by its which expression shall unless repugnant to the context include his successors in office of the **FIRST PART**

AND

M/s.....having its Regd. Office athereinafter referred to as the “**VENDOR**” represented by its Director and authorized signatory Shri (Which expression shall mean and include its legal representatives, assigns and successors) of the **SECOND PART**

WHEREAS- The first party was desirous to engage car hire service providers for providing vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, Plot No 3, Sector – 10, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai.

AND WHEREAS RBI had called for tenders from eligible contractors to provide vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, Plot No 3, Sector – 10, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai, as has been indicated in the scope of work and other documents attached to the tender dated.....

AND WHEREAS the Contractor and others submitted the tenders and RBI has awarded the contract, to provide services for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes to Reserve Bank of India, Plot No 3, Sector – 10, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai, as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents at the respective rates

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This Agreement shall be for the period of six months from October 01, 2020 to March 31, 2020. The agreement may be extended by the Bank at its option and subject to satisfactory performance, for further period of two years, one year at a time, at mutually agreed terms and conditions between the parties.
2. The terms and conditions contained in the Tender document dated..... and clarifications provided by the Bank shall be read as part and parcel of this Agreement.
3. The Contractor shall furnish Bank Guarantee for an amount of Rs... .. towards Performance Guarantee for the due fulfilment of the contract which may be invoked by the Bank in the event of non-fulfilment of the contract obligations or for recovery of penalty/compensation under this agreement. The Bank guarantee shall be valid up to two months after the completion of the contract period. The Contractor shall maintain the required bank guarantee for the period of contract and replenish/recoup the same forthwith in the event of invocation of part/full bank guarantee, failing to do so will be treated as breach and the Contractor shall be liable to the consequences for breach under this agreement.
4. (a) The Contractor shall at all times during the period of six months within twelve hours from the receipt of written or verbal notice to the effect from the Bank, supply as many escort vehicles of specified type as may be required by the Bank, as may be specified in the notice for officials accompanying Remittance of Treasure by road from or at places and at the time specified in such notice, for tours and other miscellaneous purpose.
 (b) The notice so given, shall be so complied with whether or not it is necessary to work outside ordinary business hours or on days recognized as "public holidays" under the Negotiable Instruments Act, 1881 or any other Act or Notification of the Government of India or Government of Maharashtra / Government of Goa.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

(c) In urgent situations/circumstances, the Contractor shall provide vehicle/s at three hours' notice, the decision of the Bank on the urgency shall be final and binding on the Contractor.

5. The contractor shall charge the Bank as per following rates/calculation. The charge payable shall be inclusive of Diesel, driver, disinfection/sanitization and maintenance charges:

BUS TYPE	Bus 13 Seater		Bus 18 Seater		Bus 25 Seater	
	Non-A/C	A/C	Non-A/C	A/C	Non-A/C	A/C
Upto 300km/1day						
Additional rate per KM						
Permit						
Driver Allowance per day						

BUS TYPE	Bus 27 Seater		Bus 35 Seater		Bus 45 Seater	
	Non-A/C	A/C	Non-A/C	A/C	Non-A/C	A/C
Upto 300km/1day						
Additional rate per KM						
Permit						
Driver Allowance per day						

Local Trip					
CAR TYPE	Etios/ Logan/ Swift Desire/ Accent	Sumo/Tavera/Qualis/Innova/Enjoy AC	Sumo/Tavera/Qualis/Innova/Enjoy Non-AC	Honda Accord/ Toyota corolla AC	Honda Accord/ Toyota corolla Non-AC
Upto 40Km/hour					
Upto 80Km/hour					
Additional rate per KM					
Additional rate per hour					
Domestic Airport 4Hr/55Km(A/C) Pick and Drop					

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

International Airport 4Hr/55Km(A/ C) Pick and Drop					
----------------------------------------------------------------	--	--	--	--	--

Outstation Trip					
CAR TYPE	Etios/ Logan/ Swift Desire/ Accent	Sumo/Travera/Quali s/Innova/Enjoy AC	Sumo/Travera/Qualis/Innova/ Enjoy Non-AC	Honda Accord/Toy ota corolla AC	Honda Accord/Toy ota corolla Non-AC
Upto 300Km/day					
Additional rate per KM					
Driver allowance per day					
Night Halt Charges per day					

6. The Contractor shall submit the bill to Human Resource Management Department, Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai-400 614 on monthly basis. Except under cases of circumstances beyond the control of the Bank, the payment of bills will be made within fifteen days and not later than thirty days of production of bills (complete in all respect). Payments will be made through electronic mode. The Bank will deduct Income Tax at Source under Section 194-C of Income Tax Act, 1961 at the prevailing rates. Any other statutory deductions, if required shall also be made as applicable. The Contractor shall ensure that:

- (i) Vehicles provided should not be more than 3 years old.
- (ii) The vehicle should be properly disinfected/sanitized before and after deployment for the Bank's duty and the driver should carry a certificate to that effect. The Driver should be free from any symptoms for Covid-19 and shall produce a medical certificate periodically every 30 days or as may be specified by the Bank. The Bank reserve the right to check for disinfection/sanitization of the vehicle and whether the Driver is free from Covid-19.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- (iii) All the documents viz. insurance, registration certificate, road tax, pollution, permits, valid license, etc. related to the vehicle should be readily available in the vehicles/with driver and the vehicle should be registered as tourist vehicle.
- (iv) The vehicle must have clean interior, upholstery, well maintained exterior & noiseless drive.
- (v) The vehicle must have Two 500 ml water bottles of reputed brand, Tissue paper (face tissue paper in pouch), sanitizer of a reputed brand, first aid kit and fire extinguisher.
- (vi) The driver carries a valid driving license, which should be produced by the driver as and when demanded by traffic personnel/Police. The driving license of the driver/s are renewed from time to time and are in valid condition.
- (vii) The driver should observe the traffic rules and regulations and other instructions issued by the Bank/Local Authorities.
- (viii) The driver in clean uniform must report for the duty before 15 minutes of the specified time and place. For the purpose of proper identification of the Driver deployed for the work, the Driver shall display his/their identity cards at the time of duty. The driver must always be available at the place where the car is parked.
- (ix) The driver should carry cell phone and the phone number should be made available with Reserve Bank of India, Rain Tree Marg, Kharghar, Navi Mumbai.
- (x) The Driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the user/ officer/ staff of Department of Information Technology, Reserve Bank of India, Rain Tree Marg, Kharghar, Navi Mumbai 400614. Besides they should be neatly turned out and be polite, courteous and service oriented at all times.
- (xi) The driver deployed for the purpose of the agreement shall not be in an inebriated condition or under the influence of any intoxicating material. Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank's premises is strictly prohibited, and the driver deployed shall abide by this rule strictly while on duty for the purpose of this agreement.
- (xii) The driver deployed should have reasonable experience with good driving record. The driver should be able to attend to minor repairs of vehicles on route, in case of need.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

7. The Contractor shall be responsible to provide the vehicle promptly and on regular basis without any interruption. Punctuality and quality of service will be the essence of the Agreement. The Contractor should ensure that there will be no room for complaints from any quarters.
8. For deficiencies in services and serious inconvenience caused to the Bank and its officials or those whom Bank directs to provide services, penalty not exceeding 25% of the estimated bill for the relevant instance may become leviable. However, the Bank will levy the penalty only after giving due notice. In case of dispute an appeal may be made to the Officer - In- Charge, Reserve Bank of India, Belapur whose decision will be final in the matter. The Bank may also have right to seek replacement of a driver who contravenes the requirement of this agreement on two or more occasions.
9. The Contractor will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the Contractor will be responsible to compensate all expenses incurred in this regard. Decision of the Bank in this regard will be final and binding on the Contractor. Such compensation may be in addition to any penalty levied under paragraph 09 above. Penalty and compensation, if any, will be deducted from outstanding/subsequent bill/s of the Contractor.
10. There will be no employer-employee relationship between the Bank and the Contractor or his persons engaged for the purpose of this agreement. The person/persons engaged by the Contractor shall have no right to claim any employment in the Bank. RBI shall not be under any obligation to provide employment to any of the personnel deployed by the Contractor. The Contractor shall be free to deploy such persons (meeting the requirement) as deemed fit for the purpose of this agreement.
11. The drivers/employees deployed by the Contractor shall abide by the instructions provided by the Security Officers/Guards of the Bank and vehicles/persons will have to undergo security check as and when required.
12. The rates shall remain valid, for a period of six months, thereafter the rates may be reviewed at the time of renewal of the contract provided any major changes occur in labour laws or Government decision affecting fuel pricing, etc. based on change of Wholesale Price Index(WPI) and Consumer Price Index(CPI) as per the formula given below or mutually agreed rate whichever is less:
 - (i) If the latest WPI available in the RBI bulletin at the time of awarding the contract is 100 and the latest WPI available in the RBI bulletin, at the time of renewal of the

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

contract is 110 then the maximum permissible hike in the components of rate quoted (a11,a12,b11,b12,c11,c12,d11,d12,e11,e12,f11,f12,lc11,lc12,lc13,lc14,lc15,oc11,lc51, lc52, lc53, lc54, lc55,lc 61, lc62, lc63, lc64, lc65, oc12,oc13,oc14,oc15) shall be upto $\left[\frac{(110-100)}{100} * 100\right] = 10\%$.

- (ii) If the latest CPI(IW) available in the RBI bulletin at the time of awarding the contract is 100 and the latest CPI(IW) available in the RBI bulletin, at the time of renewal of the contract is 108 then the maximum permissible hike in the components of rate quoted(a41, a42, b41, b42, c41, c42, d41, d42, e41, e42, f41, f42, oc31, oc32, oc33, oc34, oc35, oc41, oc42, oc43, oc44, oc45) will be upto $\left[\frac{(108-100)}{100} * 100\right] = 8\%$.

However, this can be done only with the permission of the Officer-In Charge, Reserve Bank of India, Belapur subject to satisfactory performance by the contractor

13. Indemnity

The Contractor shall indemnify the Bank and keep the Bank indemnified for any loss or damage that occurs to persons or building or third party during/for the services provided under this agreement.

14. Stamp Duty

The Contractor shall bear the stamp duty on the original as well as duplicate of this agreement, and RBI shall retain the original and the Contractor shall retain the duplicate.

- 15. Non-Disclosure Clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ Standard Operating Procedures /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his/her/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 work in any trade or technical paper or elsewhere without the previous written consent of RBI. The Contractor shall indemnify RBI for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and RBI shall be entitled to claim damages and pursue legal remedies.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

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

16. Adherence to Statutory Requirements:

The Contractor shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of wages Act 1936, Employees' Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961 to the extent these acts are applicable, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance whenever deemed necessary and the Contractor shall abide by the same. The Contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment or/and by invoking performance bank guarantee.

17. The Contractor shall comply with the provisions of "**The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**". In case of any complaint of sexual harassment against the Contractor or his/its employee, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. Such Driver shall not be deployed till the completion of enquiry and he is absolved of the charges.
18. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of RBI shall be taken cognizance of by the Regional Complaints Committee constituted by RBI.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- 19.** 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 the employees of RBI, if sexual harassment by the employee of the Contractor is proved. The Contractor shall be responsible for educating his/her/its employees about prevention of sexual Harassment at workplace and related issues.
- 20.** That RBI shall not be responsible for payment of any compensation for death of or injury or accident to any of the Staffs deployed by the contractor which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such Staffs and their families.
- 21.** That all precautions shall be taken by the contractor towards the safety of its employees deployed and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc., to its employees.

22. Force Majeure

Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the Contractor so delaying shall not relieve that the Contractor from liability for delay except where such delay is beyond the reasonable control of the Contractor concerned.

23. Termination of Agreement:

RBI shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if-

- I. In the opinion of RBI (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to RBI's satisfaction and/or
- II. The Contractor commits a breach of any terms and conditions of this agreement and/or
- III. The Contractor is adjudged an insolvent or has entered into compromise with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or
- IV. For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

- V. There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of RBI to such variation.
- VI. In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him/her/it or his agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.

In the event the agreement is terminated by the Bank on above grounds, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the Contractor. The additional cost/loss, if any, incurred by Bank shall be recovered from the bills payable to the Contractor or by invoking the bank guarantee.

Without prejudice to above, the contract will be terminated on last day of contract period or with a notice of one month on either side, during the contract. However, during the notice period the Contractor shall continue to provide service, unless specifically dispensed with by the Bank. In the event the Contractor fails to provide services during the notice period, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost/loss, if any, incurred by Bank shall be recovered from the bills payable to the Contractor or by invoking the bank guarantee.

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

24. Arbitration

Any dispute and/or difference arising out of or relating to the contract to be entered into with RBI will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Officer - In - Charge, Reserve Bank of India, Belapur.

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of continuation of the arbitration procedure and payment to the successful bidder shall continue to be made in terms of the contract. The award of the sole Arbitrator shall be final and binding on all the parties.

All questions, disputes or differences arising under or out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts situated in Navi Mumbai, Maharashtra.

25. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or individual proprietorship	IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the Contractor is a company	IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed in its behalf, the day and year first hereinabove written.

Signed and delivered by Reserve Bank of India, CBD Belapur

(Name and Designation)

In the presence of –
Witnesses –

1. _____
Address: _____

E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and other miscellaneous purposes

2. _____

Address: _____

If the party is a
Partnership firm
Or individual
Proprietorship

SIGNED AND DELIVERED BY

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

THE COMMON SEAL OF _____

**If the Contractor
is a company**

Was hereunto affixed pursuant to the resolutions passed by its

Board of Directors at the meeting held on _____

In the presence of –

Witness:

1. _____

2. _____

**E – Tender for supply of vehicles for officials accompanying remittance of treasure, tours and
other miscellaneous purposes**

If the Contractor Directors who have signed these presents in token thereof in the
Signs under Common presence of -

Seal, the signature

should tally with

1. _____

the sealing clause in

The Articles of

2. _____

Association

If the Contractor is signed
by the hand of Power of
Attorney, whether of a
company or an individual

SIGNED AND DELIVERED BY -

The Contractor by the hand of

Shri _____

and duly constituted attorney.