



**RESERVE BANK OF INDIA  
Issue Department  
Bengaluru- 560001**

**NOTICE INVITING TENDER (NIT)**

**E-tender for Sale of Briquettes of Shredded Currency Notes**

**RBI/Bengaluru/Issue/6/20-21/ET/412**

Reserve Bank of India, Bengaluru invites e-Tender for Sale of Briquettes of Shredded Currency Notes from reputed and experienced contractors for the period April 01, 2021 to March 31, 2022.

2. The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprochome/rbi> and the website of the Bank at <https://www.rbi.org.in>. under the menu 'Tenders'.
3. All interested bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.
4. The estimated cost of work is ₹10 lakhs (approx.) per year, however, the actual amount may vary.
5. The schedule for the e-Tendering process is as under:

<b>Sr. No.</b>	<b>e-Tender Schedule</b>	<b>Scheduled Date and Time</b>
1)	e-tender view date on MSTC Website	From 10:00 AM of January 10, 2021 (Sunday) to February 01, 2021 (Monday) till 05:00 PM
2)	Date of starting of e-tender	January 10, 2021 (Sunday) at 10:00 AM
3)	Last date of submission of e-tender	February 01, 2021 (Monday) till 05:00 PM
4)	Date of opening of Part-I Technical Bid	February 02, 2021 (Monday) at 11:00 AM

6. The Bank is not bound to accept the highest tender and reserves the right to accept either in full or in part any tender. The Bank reserves the right to accept or reject any or all e-tenders without assigning any reason thereof.

**Note:** All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the website of RBI and MSTC as given above and will not be published in the newspaper.

January 10, 2021

Regional Director  
Reserve Bank of India  
Bengaluru.



**RESERVE BANK OF INDIA  
Issue Department  
Bengaluru**

**E-Tender for Sale of Briquettes of Shredded Currency Notes**

**RBI/Bengaluru/Issue/6/20-21/ET/412**

**RESERVE BANK OF INDIA  
Issue Department  
10/3/8, Nruputhunga Road  
Bengaluru-560001  
INDIA**

**DISCLAIMER:**

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

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

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/ procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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**RESERVE BANK OF INDIA**  
**Issue Department**  
**Bengaluru**

**SECTION-I**  
**NOTICE INVITING TENDER (NIT)**  
**(Only through e-tendering)**  
**Schedule of Tender (SOT)**

1. Reserve Bank of India, Bengaluru invites electronic, digitally signed and encrypted e-Tender under two bid system (Technical bid and Price bid) for “Sale of Briquettes of Shredded Currency Notes”.
2. Only those who fulfil the qualification criteria are eligible to participate in this tender. The contract shall be for a period of one year (April 01, 2021 to March 31, 2022) which can be extended by the Bank, at its opinion, for a further period of two years, one year each at a time with/ without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions, and also subject to annual review by the Bank based on the performance of the service provider/s.

a.	e-Tender No.	RBI/Bengaluru/ <b>Issue/ 6/20-21/ET/412</b>
b.	Mode of Tender	E-Tendering System on MSTC e-commerce site <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> (Online Part-I Technical Bid and EMD, Part-II Financial Bid)
c.	Estimated Value of the Work	Rs. 10 Lakhs (approx)
d.	Date of NIT available to Parties to download	January 10, 2021 (Sunday at 10:00 am)
e.	Transaction Fee	As applicable on MSTC
f.	Earnest Money Deposit	Rs. 25000/- (Rupees Twenty Five Thousand) i. Account Name- Earnest Money Deposit Received, RBI, Bengaluru

		ii. Account Number- 8692299 iii. IFS Code- RBIS0BGPA01
g.	Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	January 10, 2021 (Sunday at 10:00 AM)
h.	Date of closing of online e-tender for submission of Technical Bid and Price Bid	February 01, 2021 (Monday) till 05:00 PM
i.	Last date of submission of EMD	February 01, 2021 (Monday) till 05:00 pm
j.	Time of opening of Technical Bid	February 02, 2021 (Tuesday) at 11:00 am
k.	Time of opening of Financial Bid	To be conveyed later to the eligible tenderer
l.	Schedule of offline pre-bid meeting (optional)	January 12, 2021 at 11:00 am

3. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Tender document can be downloaded from [www.mstcecommerce.com](http://www.mstcecommerce.com). 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.
4. The services specified above have to be provided by the successful bidder/s to Reserve Bank of India, Issue Department, Bengaluru.

## **Section – II Important Instructions for E-Tender**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

### **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 Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE:** The Technical Bid and the Price bid have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

- i. Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govtdepts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.
- ii. 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 RBI/MSTC, (before the scheduled time of the e- tender).

### ➤ **Contact person (RBI):**

1. Seema Yadav, Assistant Manager – [seemayadav@rbi.org.in](mailto:seemayadav@rbi.org.in)  
Phone – 080 22180108, Mobile – 9873697974
2. Swadesh – [swadeshgm@rbi.org.in](mailto:swadeshgm@rbi.org.in) Phone – 9206392272

### ➤ **Contact person (MSTC Ltd):**

1. Shri J. Damodaran, Branch Manager  
080-22287356/ 9841002253 ([jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in))
2. Raveendranath, 7676456095
3. Arnab Sarkar 9986036012



## B) System Requirements:

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

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

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

### Other Settings:

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

- 1) To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)
- 2) The Techno-price bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Tenders will be opened electronically on specified date and time as given in the Tender Notice (NIT).
- 3) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4) Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

**Transaction fee is non-refundable:**

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

**Note**

Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.

5) 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).

6) E-tender cannot be accessed after the due date and time mentioned in NIT.

**7) Bidding in e-tender:**

- a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Price Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Price bid link becomes active and the same must filled up and then vendor should click on "save" to record their Price bid bid. Then once both the Technical bid & Price bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.

- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
  - h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
  - i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
  - j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
  - k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
  - l) Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
  - m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- 8) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 9) No deviation to the technical and commercial terms & conditions are allowed.
- 10) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 11) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

**SECTION-III**

**Instructions to Bidders:**

<b>A. General</b>		
1.	Scope of Tender	1.1 E-Tenders are invited by Reserve Bank of India (hereinafter referred to as "RBI"), Bengaluru, from eligible bidders. The tenderer shall lift the briquettes of shredded currency notes regularly, as and when required by the Bank, right from the place where briquettes are dispensed by briquetting machine in the security area of the Bank and arrange to transport the material there from.
2.	Prohibited Practices	2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics with the Bank, during the period of contract / engagement. In pursuance of this policy, the Bank: a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices: i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and iv. "collusive practice" means an arrangement between two or more

		<p>parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract</p>
3.	Eligibility Criteria	<p>3.1 The tenderers must be experienced, resourceful, financially sound and licensed entity (company/partnership/proprietary firm, etc.) having</p> <ol style="list-style-type: none"><li>i. Permanent Account Number (PAN) and GSTIN, as applicable to discharge the duties.</li><li>ii. An Office/ local representative within Municipal area of the Office for execution of contract.</li><li>iii. An account with any of the scheduled commercial banks. The name of the bank and nature of account maintained should be furnished to the Bank.</li></ol> <p><b>Note:</b> The tenderers shall submit documentary evidences in support of their claims of possessing the required qualification/ eligibility.</p>
4.	Amendment of Tender Document	<p>4.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments/corrigendum on RBI website (<a href="http://www.rbi.org.in">www.rbi.org.in</a>)/ e-portal. Any amendments/ corrigendum issued shall be a part of this document.</p> <p>4.2 To give prospective tenderers reasonable time in which to take any/all amendments/ corrigendum into account in preparing their Tenders, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>

<b>B. Preparation of Tenders</b>		
5.	Cost of Tendering	5.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
6.	Documents comprising the Tender	2.1 The Tender shall comprise the following: Section I: Notice Inviting Tender (NIT) Section II: Instructions for e-tender Section III: Instructions for Bidders Section IV: Terms & Conditions of the Contract Section V: Tender Form – Part-I (Technical Bid) Terms & Conditions of the Contract Section VI : List of Documents to be submitted with Technical Bid Section VII : Tender Form – Part-II
3.	Letter of Tender	7.1 The tenderer shall submit the Tender using the digital signature Class III via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
4.	Documents Establishing the Qualifications of Tenderer	8.1 To establish its qualifications to perform the Contract in accordance with Section III (Para 3), the tenderer shall submit all relevant documents/records/information while submitting the Tender.
5.	Period of validity of Tenders	9.1 The Tender validity period shall be 90 days from the last date of the submission of tender. 9.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.
10	EMD as Tender Security	10.1 Tenderers need to submit necessary EMD and transaction fees to be eligible to bid online in the etender. 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. 10.2 Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) to be made to the Reserve Bank of India, Bengaluru through NEFT/RTGS. The Account and other details for

		transferring the EMD amount through NEFT/ RTGS are as under: <b>(i) Account Name – Earnest Money Deposit Received, RBI, Bengaluru</b> <b>(ii) Account Number – 8692299</b> <b>(iii) IFS Code - RBIS0BGPA01</b>
<b>C. Submission and Opening of Tenders</b>		
11	Submission, Sealing and Marking of tenders	11.1 Tenderers submitting Tenders electronically shall follow the electronic e-tendering submission procedures specified in the instructions regarding E-Tender. 11.2 The tenderers may submit their Technical Bid in the prescribed format (Part-I) along with the copies of all the necessary documents, as per the list of documents given in Section V and Priced Bid (competitive rates) in the prescribed format (Part-II). E-Tender with all information shall be submitted on or before the prescribed time on the last date. 11.3 If desired/prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.
12	Deadline for Submission of Tenders	12.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document. 12.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.
13	Late Tenders	13.1 No Tender submission after the deadline shall be allowed on the e-portal
14	Tender Opening	14.1 The Bank shall open the Tender electronically on the notified date.
<b>D. Examination of Tenders</b>		
15	Confidentiality	15.1 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.
16	Clarification of Tenders	16.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a

		<p>reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p>16.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be rejected.</p>
<b>E. Tender Evaluation and Comparison</b>		
17	Qualification of the Tenderer	17.1 The Bank shall determine its satisfaction whether the selected tenderer meets the qualifying criteria in accordance with Section III (Para 3).
18	Scrutiny/ Evaluation of Tenders	<p>18.1 The tenders comprising two parts i.e. Part I on "<b>scope of work and commercial conditions</b>" and Part II on "<b>Price Bid</b>" shall be submitted separately through E-Tendering Portal.</p> <p>i. Part I on <b>scope of work and commercial conditions</b> to be submitted along with the followings:</p> <p>a. Earnest Money Deposit through NEFT/ RTGS for an amount of Rs 25,000/- (Rupees Twenty-Five thousand only)</p> <p>b. No interest shall be paid on this deposit.</p> <p>c. Documents as mentioned in Section V</p> <p>ii. Part II on "<b>Price Bid</b>" of the tender to be submitted separately comprising of prices in Indian Rupees only with detailed break-up of price in the specified format given in <b>Section-VII</b> both in figures and words. No other enclosure is permitted in <b>Part II</b>. Change of terms and conditions and deviations, if any, found in Part II of the tender will not be considered and will be treated as null and void. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever.</p> <p>iii. Part I of the tenders shall be opened in the</p>



		<p>presence of tenderers or their authorized representatives, who choose to be present.</p> <p>iv. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.</p> <p>v. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on the date mentioned in this document.</p> <p>vi. The Bank will award the contract to the tenderer(s) whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has/have offered the Bid Price reasonable to the estimated considering the values of all the component of the contract for arriving H1.</p> <p>vii. Tenders will be evaluated on the basis of the terms &amp; conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.</p>
19	<b>Bank's Right to accept any tender and to reject any or all tenders</b>	19.1 The Bank reserves the right to accept or reject any tender and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out rightly.
<b>F. Award of Contract</b>		
20	<b>Period of Contract</b>	20.1 The award of contract shall be valid for a period of one year (April 01, 2021 to March 31, 2022), which can be extended up to a further period of two years, one year each at a time, with/without any variation in the terms and

		<p>conditions, subject to satisfactory performance of the contractual terms and conditions.</p> <p>20.2 On receipt of the intimation from the Bank of the acceptance of his/ her tender, the successful tenderer shall be bound to implement the contract. The successful tenderer shall sign an agreement within a week in accordance with the terms and conditions of the agreements, specified in Section IV, and the schedule of rates, finally arrived at.</p>
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**Other Important Instructions:**

**A. General Conditions:**

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

**B. Situations leading to disqualification / rejection of tenders**

- i. Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for a period of minimum one year extendable to three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.
- ii. All the tenders should be complete in all respects with all attachments / enclosures / annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be out rightly and summarily rejected by the Bank.
- iii. Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
- iv. Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.

- v. Tenders received after the due date and time shall be summarily rejected.
- vi. Conditional tenders shall be straightway rejected, and no additional clause will be entertained.
- vii. No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.
- viii. Alternative Proposals / Time for Completion shall not be permitted.

### **C. Dispute Resolution**

- i. It is to be noted that in case of any/all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
- ii. All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director or General Manager (Officer-in-Charge), Reserve Bank of India, Bengaluru and his/ her decision, in writing, shall be final and binding on the Service Provider. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Bengaluru only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

### **D. Force Majeure**

- i. 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 supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

## **E. Disclaimer**

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

## **F. Confidentiality Statement**

- i. The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
- ii. The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
- iii. This Tender Document does not purport to contain all the information each tenderer may require.
- iv. This tender document may not be appropriate for all persons, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and needs of each bidder who reads or uses this tender document.
- v. Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.

- vi. The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.
- vii. This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).

## **Section IV**

### **Terms and Conditions of the Contract for Sale of Briquettes of Shredded Currency Notes**

#### **1. Scope of work:**

The tenderer shall lift the briquettes of shredded currency notes regularly, at least twice a week or within one day of orders from the Bank, right from the place where the briquettes are dispensed by the briquetting machine in the security area of the Bank and arrange to transport the material there from.

#### **2. Commencement / Renewal:**

- i. On receipt of intimation from the Bank of the acceptance of tender, the successful tenderer shall be bound to execute and implement the contract. The successful tenderer shall sign an agreement with the Bank within a week in accordance with the conditions in tender document and the schedule of rates.
- ii. Contract shall be valid for one year (April 01, 2021 to March 31, 2022), which can be extended by the Bank at its opinion for a further period of two years, one year each at a time with / without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions.
- iii. When the period of the contract is about to expire, the matter of extension of the contract may be considered by the Bank. Three months before the expiry of the existing contract, the contractor shall provide in writing to the Bank, whether he/she is willing to renew the contract for a further period on the existing terms and conditions.

#### **3. Security:**

- i. For the proper performance of the obligations under the contract, within 10 days after the issue of notification of award by RBI, the successful tenderer(s) shall furnish security deposit of 5% of total estimated expenditure of the contract (i.e. ₹ 50,000/- in this case), whichever is less, in favor of Reserve Bank of India, Bengaluru. No interest shall be payable on

the amount of the Security Deposit. Out of the total of Rs 50,000/-, Rs 25000/- will be retained from the EMD and rest need to be remitted through NEFT by the agency within the stipulated period.

#### **4. Duties of the contractor:**

- i. It shall remain the contractor's responsibility to successfully execute the contract till the completion of validity period. In case contractor fails to deliver the assigned work, his Security Deposit shall be forfeited. Further, the contractor must indemnify the Bank from any type of loss due to any negligence on its part and for which the Bank is not responsible.
- ii. The contractor shall submit a list of the laborers, whom he would engage for lifting of the briquettes of shredded currency notes and should give their complete names and addresses along with recent passport size photographs. It is imperative on the part of the Contractor to get antecedents and character of all the laborers engaged by him verified by the Police before the commencement of the contract.
- iii. The contractor shall be responsible for procuring proper security passes for himself/ herself/labor/vehicles, while entering/ leaving the bank premises. It will be his/her responsibility that all the written verification/certification should be current and valid.
- iv. The contractor will arrange to lift the briquettes from the briquetting room to suitable place of stacking in the Bank on a continuous basis. Hence, required number of laborers shall be made available by the contractor during the entire working hours/days of briquetting machine. Also, the contractor shall lift the briquettes of shredded currency notes regularly, as and when required by the Bank, right from the place of stacking in the Bank and arrange to transport the material there from.
- v. The Contractor shall also make arrangement for sufficient number of gunny bags at his own cost. Gunny bags must be of good quality and appropriate to lift 55 kilograms of briquettes (shredded currency notes) per gunny bag. For accumulation beyond 350 bags in the Bank premises, the Bank, if so desires, will charge a penalty of Rs 2000/- (Rupees Two Thousand Only) per instance till they are lifted and taken outside Bank's premises. In case of any further delay in lifting the note briquettes by the Contractor, the Bank may get the note briquettes lifted by its own resources or by any other party, the cost of which shall be borne by the contractor.
- vi. The contractor shall have to decide for transportation at his own cost. The vehicles used by contractor for transportation should be covered by

insurance, with all taxes paid and with valid permits. The driver deployed should have a valid driving license, which should be produced by him as and when demanded by traffic personnel. Renewal of his driving license from time to time will be the responsibility of the contractor.

- vii. The contractor shall not assign the contract onwards. He shall not sublet any portion of the contract except with the prior written consent of the Bank. In case of breach of this condition, the Bank may rescind the contract and forfeit the Security Deposit.
- viii. The briquettes of shredded currency notes shall be weighed in the presence of an officer of the Bank.
- ix. The briquettes of shredded currency notes shall be disposed/used in eco-friendly way and the Contractor shall be required to furnish a certificate/undertaking to this effect. The contractor shall ensure that the disposal of briquettes will be according to the provisions of the practicing Acts/ Rules/ Regulations of Central Government and/or any State Government to ensure that the environment is not polluted from its disposal.
- x. While transporting the briquettes of shredded currency notes to the destination, Contractor shall ensure that no briquettes of shredded currency notes falls by the wayside or come into possession of wrong/unintended persons. In case, the Contractors themselves are not the end users of the briquettes of shredded currency notes, then the Contractors shall also furnish the names and addresses of end users.
- xi. That the contractor shall make good and reimburse to Bank any damage or loss sustained by reason of any inefficiency, incompetence, negligence or defect or delay in carrying the items or by reason of any act of dishonesty or fraudulent conduct on his part or the staff engaged by him. The assessment of such loss by the Bank shall be final and after due notice to the contractor he has to make good the loss.
- xii. It is expressly stated that any worker/employee/partner/associate, etc. of the contractor coming and working within the Bank for the purposes of this contract or otherwise, shall not claim to be staff of Reserve Bank of India nor misuse the security pass/identification issued to him/her for any unauthorized purpose within or outside Bank premises during/after the contract period. The contractor shall educate his personnel /workers about this aspect and shall indemnify the Bank, in case any loss is caused to the Bank, because of violation of this clause.



- xiii. The Contractor shall make suitable arrangement for taking adequate insurance cover, at his own cost, against personal injuries likely to be suffered by the laborers engaged by him in connection with the contract and he shall ensure that the insurance cover is kept alive during the currency of the contract/agreement.

#### **5.Payment and Taxes:**

- i. The Contractor shall pay the amount at the rates mentioned in the agreement. The said charges are fixed for the entire contract period. The Bank will not pay any amount, under any circumstances.
- ii. In addition to the amount mentioned in 5(i) above, the contractor shall also remit to the Bank applicable taxes such as GST, TCS and other taxes (if any) on the disposal / lifting of briquettes of shredded currency notes.
- iii. The total payment shall be made by the Contractor by NEFT for the weight of the briquettes/shreds lifted. Payment shall be made between 10 am to 2 pm. Gate pass for the release of briquettes will be issued only on receipt of payment from the Contractor.
- iv. In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director/ Officer-in-Charge, Reserve Bank of India, Bengaluru shall be final and binding on both parties.

#### **6. Resolution of disputes**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of the agreement (entered between the parties) or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration by either party after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitral Tribunal shall consist of sole arbitrator acceptable to both the parties. In case of disagreement, the arbitral tribunal shall consist of three arbitrators, one arbitrator to be appointed by each party and the third presiding arbitrator to be jointly appointed by the two arbitrators. Any appeal will be subject to the exclusive jurisdiction of courts at Bengaluru. The venue for arbitration shall be at Bengaluru. The Contractor shall continue work under the

Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the dispute is such that the work cannot possibly be continued until the decision of the Arbitral Tribunal is obtained.

#### **7. Disqualification / Termination/ Penalty:**

- i. It will be treated as a serious misdemeanor in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence about the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the tenderer shall be liable for rejection in addition to being blacklisted for a period of minimum one year extendable to three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.
- ii. The Bank can terminate the contract after giving a notice of two months to the contractor. If the agency likes to terminate the contract, it should give the Bank a notice of two months. It is binding on the agency to continue to collect the contracted activity during the two months' notice period, irrespective of the source of the notice of termination.
- iii. In case of continued delay/default or in case of any breach by the contractor in performing the activity as per agreed terms, the security deposit would be forfeited and notwithstanding that the period indicated above has not expired, the agreement to sell the articles to the defaulting parties shall be terminated with immediate effect to the party by the General Manager / Deputy General Manager-in-charge, Issue Department with the approval of the Regional Director/ Officer-in Charge on behalf of the Reserve Bank of India and Reserve Bank of India shall be entitled to sell the articles to such other parties as it may deem fit thereafter. The decision of Regional Director will be final and binding.
- iv. In case of frequent delay or in a case of any breach by the Contractor of any of the provisions of this contract, considered by the General Manager/ DGM-in Charge, Issue Department, Reserve Bank of India, Bengaluru to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in Charge in consultation with Regional Director/ Officer-in Charge may impose a fine not exceeding Rs10,000/- (Rupees ten thousand only) on the contractor for each instance/s and the same can be recovered from the security deposit.

## **8. Compliance with Statutes:**

- i. The contractor shall abide by all relevant laws in force in the country and State(s) concerned. The contractor shall indemnify the Bank from all types of legal implications due to any negligence on their part and for which the Bank is not responsible.
- ii. The contractor shall abide by the provisions of the Motor Vehicle Acts and the rules of various States in force in the States concerned.
- iii. The Contractor shall maintain all records and legal documents up dated as per prevailing statute and have to produce before the management / statutory authorities as and when asked for.
- iv. The Contractor shall abide by all labour laws in force, particularly the Contract Labour (Regulation & Abolition) Act, 1970; the Minimum Wages Act, 1948; the Employees' State Insurance (ESI) Act, 1948; the Employees' Provident Fund (EPF) Act, 1952; the Payment of Gratuity Act, 1972; the Payment of Wages Act, 1936; the Minimum Wages (Central) Rules, 1950 and the State Motor Vehicles Act and Rules. The Contractor shall produce to the Bank their books, registers, documents and certificates etc. whenever required for verification/examination by the government authorities.
- v. The Contractor will be required to obtain a licence as provided under Section 12(1) of the Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971 and also comply with the other provisions/requirements of the above Act and Rules.
- vi. In the event the Bank as principal employer is required/called upon to pay any amount to the contract labour engaged by the Contractor due to lapse or default on the part of the Contractor in discharging his obligation towards the contract labour in terms of any law in force, the Contractor shall be liable to reimburse to the Bank such amount paid by the Bank and such amount would be recoverable by the Bank from the Contractor as debt due to the Bank from the Contractor.
- vii. The Contractor shall indemnify and keep the Bank indemnified all the time, against any claims, demands, actions or proceeding that may be made against the Bank or that may be suffered by the Bank by any reason of anything done by the Contractor or arising out of the Contractor to fulfill their

obligations under the Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971 or under any other law/Act.

#### **9. Non-Disclosure Clause:**

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

#### **10. Sexual Harassment Clause:**

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

**SECTION V**

**PART-I-SCOPE OF WORK AND COMMERCIAL CONDITIONS**

**TECHNICAL BID FORM**

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

<b>Sr. No</b>	<b>Particulars</b>	<b>Information submitted by the Bidder</b>		
1.	Name of the Tenderer			
2.	Whether the tenderer is a company, partnership firm or proprietary concern			
3.	Name and designations of the persons who are authorized to execute the contract.			
4.	Registered address and contact address of the Company/Firm/Proprietorship Concern			
5.	Telephone Number (s)	Office	Residence	Mobile
6.	E-mail ID			
7.	Fax Number			
8.	Address of the Office/Local representative of the Tenderer within Municipal area of Bengaluru			
9.	Experience in undertaking similar work (No. of years) (Certificates are to be attached)			
10.	Name, address, IFS Code, Account Type and Contact number of the Bank (Copy of cancelled cheque to be attached)			
11.	Permanent Account Number (To be attached)			
12.	GSTIN (To be attached)			

**13. Details of the institutions with which the tenderer has entered into similar contracts** (Documents / Certificates in support thereof may be enclosed)

<b>Sr. No.</b>	<b>Name of the Institution</b>	<b>Address and Telephone Number (Submit Relevant document)</b>	<b>Period of Contract</b>	<b>Actual value of work done in the institution</b>

**14.(a) Whether the tenderer has ever been blacklisted by RBI or State / Central Government Department? - Yes / No**

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

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

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

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

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

**16.Details of Earnest Money deposited through NEFT into the Account of RBI, Bengaluru:**

NEFT Details: IFS Code - RBIS0BGPA01

A/c No. 8692299 (Earnest money deposit received A/c)

Amount: Rs. 25,000/-

**Declaration:**

- a. All the information given by me/us are true and correct to the best of my/our knowledge and belief and if any of them is subsequently proved to be wrong/incorrect, the Bank is free to take any penal action it may deem fit.
- b. I/we understand that our tender is liable for rejection at any stage if any information furnished by me/us is found to be incorrect/wrong and the decision of the RBI in this regard will be final.

**Name of the Authorized Official of the Company/Firm:**

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

**Date:**

**Witness:**

**1. Signature:**

**Name:**

**Address:**

**2. Signature:**

**Name:**

**Address:**

## **SECTION VI**

### **List of the Documents to be submitted with the Technical Bid**

- i. Experience Certificates.
- ii. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iii. Undertaking stating that the tenderer is not willful defaulter to any bank/financial institution and there is no criminal case against the company/person.
- iv. Copies of the Permanent Account Number (PAN) and GSTIN.
- v. Copies of Income Tax Returns for previous three years.
- vi. Document showing that the tenderer has an Office/local representative within Municipal area of the Bengaluru.
- vii. Acceptance of the Terms and Conditions of the contract (contained in the Section III) by the applicant by submitting a copy of the same duly signed by the Tenderer.
- viii. Advice of the Earnest Money Deposited to RBI, Bengaluru Account through NEFT.
- ix. Copy of cancelled cheque of the Banker.

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



**SECTION-VII**

**PART-II-PRICE BID**

**Rates quoted for Disposal of shredded currency note briquettes/ shreds**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Rate (Excluding applicable taxes) in Rs (in words and figures)</b>
1.	Disposal of shredded currency note briquettes/shreds in large quantities on "As is Where is Basis" The work includes providing laborers for Collecting/lifting of the briquettes, procuring sufficient number of good quality Gunny bags (appropriate to lift 55 kilograms of briquettes per gunny bag) and making arrangements for transportation of shredded currency note briquettes/ shreds at his own cost.	Per Kilogram	

**Notes to Price Bid :-**

1. The Payment shall be made by the Contractor for the weight of the briquettes/shreds, as and when lifted by him.
2. In addition to the payment mentioned above, the contractor shall also remit the applicable taxes such as GST, other taxes (if any) on the disposal / lifting of briquettes of shredded currency notes.

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

**Name and Address of the Authorized Official of the Company/Firm:**

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

**Date:**

**Witness:**

**1. Signature:**

**Name:**

**Address:**

**2. Signature:**

**Name:**

**Address:**