



RESERVE BANK OF INDIA

Invites

Global Expression of Interest (EOI)

for

Design, Supply, Installation, Testing and Commissioning

of

**Banknote Shredding and Briquetting Systems (SBS) at Reserve Bank of
India**

Date of Release: April 8 ,2022

Department of Currency Management

Reserve Bank of India

4th Floor, Amar Building, Sir P.M. Road, Mumbai- 400001,

Maharashtra, India

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

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The proposal in response to the EOI should be signed and submitted by a person duly authorized to bind the bidding company to the details submitted in the proposal in response to the EOI. Any clarification sought can be mailed to sbsproject@rbi.org.in. All clarifications sought shall be replied individually and also posted in the 'Tenders' section of the Bank's website (www.rbi.org.in).

Any product name / function used in this document are meant to be generic and do not refer to the product of any company. In case such proprietary terms have been inadvertently mentioned, then such terms should be taken to refer to the generic technology. Applicants with industry standard equivalent product name / function under any other name will also be eligible to submit their EOI.

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**Reserve Bank of India
Department of Currency Management
Mumbai**

Notice inviting Global Expression of Interest

EXPRESSION OF INTEREST (EOI) FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BANKNOTE SHREDDING AND BRIQUETTING SYSTEMS (SBS) TO RESERVE BANK OF INDIA

Reserve Bank of India, Department of Currency Management, Central Office, Mumbai - 400 001 (hereinafter referred to as **the Bank**), intends to invite Expression of Interest from entities desirous of designing, supplying, installing, testing and commissioning SBS at Regional Offices of the Bank. Accordingly, the Bank invites EOI applications for selection of entities for the proposed work.

Eligible entities, having experience in offering comprehensive product and/or services and necessary expertise conforming to the scope of the work, are hereby invited to submit their EOI application forms together with the enclosures as per the prescribed format in sealed covers to Chief General Manager-in-Charge, Reserve Bank of India, Department of Currency Management, Central Office, 4th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai - 400001, so as to reach on or before the last date of submission, as indicated in the Schedule.

For more details, please visit – www.rbi.org.in / **Tenders**. Any addition / deletion /modification and correspondence related to the EOI document will be posted only on the Bank's website.

GLOSSARY / ACRONYMS / ABBREVIATIONS

Keywords / Abbreviations	Definition / Full Form
SBS	Shredding and Briquetting System
CVPS	Currency Verification and Processing System
Applicant	A firm / company / Consortium having the experience and which has obtained / downloaded the EOI document from DCM, RBI, Mumbai / RBI website and applied for the same
Application	The EOI submitted in the prescribed format by an Applicant interested in the Project
EOI	Expression of Interest
Eligible Applicant/s	The applicant/s declared as eligible at each stage of evaluation for the project by RBI.
IST	Indian Standard Time
Project	The project for design, supply, installation, testing and commissioning of SBS with comprehensive solution for shredding and briquetting paper/ other substrate banknotes (including loading/ storing/ conveying), and maintenance thereof during and after the warranty period and providing all the concomitant Training/ Technical Support/ incidental services/ software/ accessories for operationalization of the machines.
RBI or the Bank	The Reserve Bank of India
RFP	Request for Proposal
Site of Work	Offices of the RBI as indicated in Section on “Requirements” and any other site as decided by RBI from time to time.
OEM	Original Equipment Manufacturer
Local Supplier	As defined in Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 and subsequent amendments by Department for Promotion of Industry and Internal Trade, Government of India.
Kg/ hr	Kilogram/ Hour

1. SCHEDULE

Event	Date and Time*
Issue of EOI	April 8, 2022
Last date and time for submission of queries for pre-bid meeting	April 22, 2022 up to 1700 hrs (IST)
Date and Time of holding pre-bid meeting	April 25, 2022 1500 to 1700 hrs (IST)
Last date for issue of addendum/corrigendum, if any.	April 29, 2022
Last date and time for submission of completed EOI	May 20, 2022 up to 1500 hrs (IST)
Opening of EOI documents	May 20, 2022 at 1600 hrs (IST)
Venue for conducting pre-bid meeting, submission of completed EOI documents (excluding Saturday and Sunday) and opening of EOI documents	Reserve Bank of India, Department of Currency Management, Central Office, 4 th Floor, Amar Building, Sir P.M. Road, Fort, Mumbai – 400 001. (Bank reserves the right to conduct pre-bid meeting in an online mode i.e., through Webex / Video Conference.)

* The Bank reserves the right to modify/extend the timelines/dates mentioned above

This document can also be downloaded from the ‘**Tenders**’ section of RBI’s website (<https://rbi.org.in/>)

Queries / clarifications can be sought by email till the date mentioned as per above Schedule. Emails in this regard should be sent to sbsproject@rbi.org.in and should have the subject **“Design, Supply, Installation, Testing and Commissioning – Banknote Shredding and Briquetting Systems (SBS) at Reserve Bank of India”**. Queries sent to any other email ID/through post will not be considered by the Bank.

The response to the EOI should be submitted in a sealed cover at the following address:

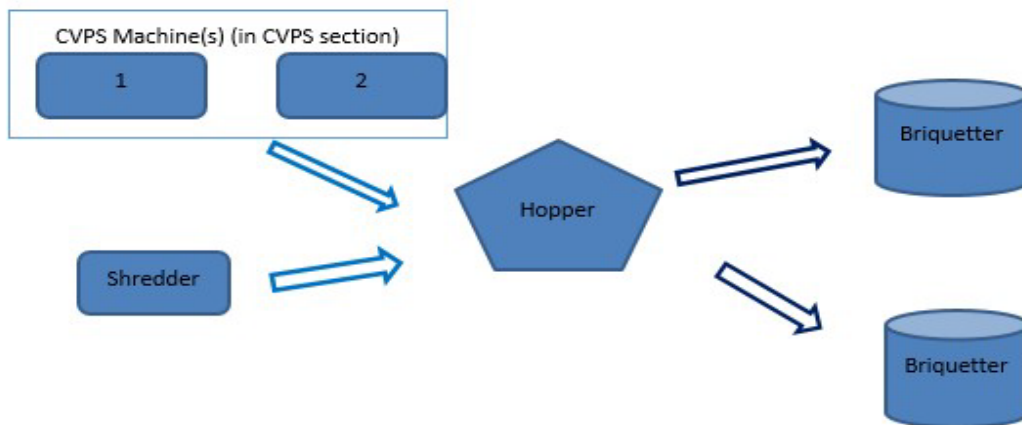
Chief General Manager-in-Charge,
Reserve Bank of India,
Department of Currency Management
4th Floor, Amar Building, Sir P.M. Road, Mumbai- 400001,
Phone: 022-2260 4401

The sealed envelope/ cover should be super-scribed with the title **“*Expression of Interest for Design, Supply, Installation, Testing and Commissioning – Banknote Shredding and Briquetting Systems (SBS) at Reserve Bank of India*”**. The response should be signed and submitted by a person duly authorized to bind the bidding company to the details submitted in the proposal in response to the EOI. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bidding. The due date for submission of EOI is indicated in the Schedule.

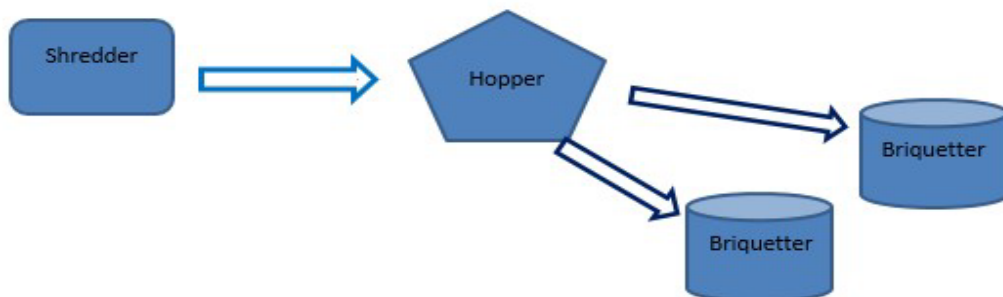
2. INTRODUCTION

Shredding and Briquetting System (SBS machines) are used in Bank's Regional Offices for disposal of soiled banknotes. The existing SBS machine consists of two parts (a) Shredding Section which comprises of a conveyor (where the banknotes are loaded for transport to the shredding unit) and a shredder where notes are shredded, (b) Briquetting Section, where shreds of banknotes are collected in a Hopper and then compressed into briquettes by Briquetting Units. The shreds from Currency Verification and Processing System (CVPS) are also fed to the same briquetting section for conversion to briquettes. A pictorial representation of the process flow is given below:


ON -Line Briquetting System:



Offline Briquetting System:



 Shows movement of currency shreds from CVPS and Shredding system to Hopper (storage area)

 Shows movement of shreds from Hopper to the Briquetting System |

* The online systems receive feeds from both CVPS and Shredding System, while the offline systems receive feeds from only the Shredder.

Above pictorial representation is for the purpose of understanding the process only.

3. SCOPE OF WORK

3.1 The scope of work will involve study of the Bank's existing procedures/ work processes, visiting the sites (if required) and understanding the capacity requirements at the Offices of the Bank, preparing a solution that fulfils the Bank's requirement of shredding and briquetting paper/ other substrate banknotes (including loading/ storing/ conveying) including their connection with the CVPS machines taking into consideration the space availability / limitations and relative location of different systems viz. CVPS, Conveyor/ Storage, Shredder, Briquetting presses with comprehensive technical details. The eligible applicant shall be required to give technical presentations to the Bank. The detailed scope of work will be indicated in the RFP.

3.2 Planning and designing the processes by adopting the latest relevant technologies, best suited for operations in central banks, without compromising the integrity of the process and security in the Bank, to the requirements and satisfaction of the Bank;

3.3 Suggestions for automation solutions for SBS;

3.4 Sharing detailed technical specification of the proposed solution/ SBS to be installed in Offices / locations as desired by the Bank;

3.5 Providing an all-inclusive comprehensive maintenance of the SBS during and after the warranty period and

3.6 Providing all the concomitant training/ technical support/ incidental services/ software/ accessories for operationalization of the machines.

4. PROCUREMENT PROCESS

4.1 The following process shall be undertaken for the procurement: -

- i. Issue of document inviting EOI.
- ii. Pre-Bid Meeting
- iii. Receipt of EOI from applicants.
- iv. Evaluation of applicants based on the Pre-Qualification Criteria. Eligible Applicants will be further evaluated based on their technical presentations
- v. Short listing of eligible applicants based on evaluation of EOI.
- vi. Issue of RFP document to short listed applicants.
- vii. Receipt of bids.
- viii. Technical Evaluation of Applicants based on parameters stipulated in the RFP document.
- ix. Opening of commercial bids for the eligible applicants.
- x. Selection of successful applicant(s) and award of contract.

5. ELIGIBILITY CRITERIA

Sr. No	Criteria	Requirements / Supporting Document to be submitted along with EOI
i	Past Experience	<p>Non-Local Supplier - Applicant should have experience of at least 8 years of design, supply, installation, commissioning and operating Banknote Shredding and Briquetting Systems at Central Banks / Note Issuing Authorities / Currency Presses/ Any other Currency Management Entity as on December 31, 2021.</p> <p>Local Supplier – Applicant should have experience of at least 2 years of design, supply, installation, commissioning and operating Banknote Shredding and Briquetting Systems as on December 31, 2021.</p> <p>The Applicant shall submit the credentials regarding past experience as per Form-A.</p>
ii	Past Supply	<p>Applicant should have designed, supplied, installed/ upgraded (capacity enhancement/ life extension above 3 years for SBS originally manufactured / supplied by them only) and commissioned at least 10 Banknote Shredding and Briquetting Systems with individual capacity of equal to or more than 300 kg/ hr to Central Banks / Note Issuing Authorities / Currency Presses/ Any other Currency Management Entity during the period January 01, 2012 to December 31, 2021.</p> <p>The Applicant shall submit the credentials regarding past supply to the extent required as per Form-B.</p>
iii	Capability - equipment and manufacturing facility	<p>Applicant should have capacity to manufacture and supply in one year, at least 18 Banknote Shredding and Briquetting Systems of 300 kg/hr capacity and above, of which at least 6 Systems should be of 500 kg/hr and above capacity.</p>

		A declaration to this effect signed by the Applicant is to be submitted.
iv	Financial standing	<p>The average annual financial turnover of the applicant during last three financial years should be at least INR 100 Crores.</p> <p>For non-local suppliers, it is to be calculated as per the exchange rate as on the balance sheet dates of respective years, released by Financial Benchmarks India Private Limited (FBIL). For those currencies not in FBIL list, the rates shall be arrived at by taking into account conversion using the currency's closing rates and USD/INR rates of FBIL.</p> <p>Net Worth shall be positive in each of the last three financial years and should not have eroded more than 30% during the last three-year period i.e. Net-Worth as on the last financial year should not be less than the 70% of the Net-Worth before 3 years.</p> <p>All financial data should be certified by competent accountants of respective countries e.g. Chartered Accountants/ Certified Public Accountants, etc.</p> <p>The applicant shall enclose certified audited balance sheets, financial statements including statement on Profit and Loss and submit along with the Banker's certificate as per Form – C.</p>
v	Service Set-Up	The Applicant shall submit an undertaking to set-up Full-fledged Service Operations including onsite and offsite maintenance support before the installation and commissioning of the Shredding and Briquetting Systems.
vi	Miscellaneous	The applicant should submit the required declarations as per the Form – D .

6. SUBMISSION OF EOI

6.1 Intending applicants are required to submit documentary evidence to show supply/experience/ financial standing, etc., for example. work order and satisfactory completion certificate for the work done, certified financial statements, etc. as per the relevant formats indicated in Clause 10 - List of documents.

6.2 The applicant shall ensure that the following documents are necessarily attached to the application, as indicated in the check list of documents, to be submitted with the EOI:

i) Self-Certified/Attested Copy of Certificate of Incorporation of the firm / company

ii) Self-Certified/Attested Copy/-ies of the work orders and completion certificate/s issued by the competent authority/-ies stating that the applicant had satisfactorily carried out the said contract work and having successfully completed as per Contract entered into thereof (**Form B**).

6.3 The applicants shall furnish a Banker's Certificate as per **Form C**.

6.4 Each page of the application shall be signed by a person(s) on behalf of the organization having necessary authorization/ Power of Attorney to do so.

6.5 The applicant shall not attach any information other than that mentioned above i.e, 6.1 to 6.4, to be eligible for consideration for selection.

6.6 Clarifications on the EOI, if any, may be obtained from the Bank through sbsproject@rbi.org.in as provided in the **Schedule (Clause 1)**. The concerned officials of the Bank attending to the project may also be contacted over phone at +91 22-2260 4428 / 2260 4434 between 1000 hrs (IST) to 1730 hrs (IST) on working days.

6.7 The eligible applicant(s) would be required to submit the proposed solution as per the Bank's requirement and will also have to make a presentation on the same. The Bank may consider request of eligible applicants for visit to the RBI site(s) to assist them in preparation of their proposal.

6.8 The applicant(s) shall accept and ensure conformity to the rules regarding "**Make in India**", (as and when amended by Department for Promotion of Industry and Internal Trade, GoI).

6.9 The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department for Promotion of Industry and Internal Trade, GoI shall apply to this EOI to the extent feasible. Such applicants should submit the declaration as per **Form E**.

7. EVALUATION OF EOI

7.1 The applicants should comply with all the terms and conditions mentioned in this document.

7.2 The applicants should be capable of designing, supplying, installing, testing and commissioning the desired SBS in the proposed offices/sites of the Bank.

7.3 The applicants may also demonstrate additional features, if any, available in the products. They may also suggest minor changes/modifications required to be undertaken in the Bank's processes so as to enhance the existing systems.

7.4 The applicants will be shortlisted based on evaluation matrix enclosed as [ANNEX-I](#) and [II](#). Those applicants passing the Pre-Qualification Criteria, will be invited for technical presentations. Such applicants would be evaluated based on their technical presentations and only successful applicants would qualify for RFP.

7.5 In case of a Joint Venture, each partner should meet/ comply with the Pre-Qualification Criteria independently. However, for the purpose of qualifying the financial standing criteria, the Financial standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

7.6 The applicant should score at least the minimum eligibility / cut-off for each of the Evaluation Criteria.

7.7 The Bank may disqualify any applicant who does not achieve the cut-off on any of the Criteria in the Evaluation Matrix.

7.8 However, the Bank may at its discretion ask for any additional documents, inputs or proof of concepts at later point of time for the purpose of evaluation of the EOI applications.

8. OTHER INSTRUCTIONS

8.1 Conflict of Interest

Applicants shall not have a conflict of interest. All applicants found to have a conflict of interest, as mentioned below, will be disqualified. The Bank's decision in this regard will be final.

(a) Applicants in two or more different applications having controlling shareholders in common.

Or

(b) The applicants that have a business or family relationship (as defined under Companies Act, 2013) with such members of the RBI Staff who are directly or indirectly involved in this project shall not be considered for selection.

8.2 Corrupt or Fraudulent practices

The Bank requires that applicants for selection observe the highest standards of ethics during the currency of the panel. In pursuance of this policy, RBI defines, for the purpose of these provisions, the terms as set forth below:

8.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence decision in matters relating to this project;

8.2.2 "Fraudulent practice" means a misrepresentation of facts in order to influence the selection and award of a contract to the detriment of the Bank, and includes collusive practices among Applicants (prior to or after bid submission), designed to establish bid prices at artificially non-competitive levels and to deprive the Bank of the benefits of free and open competition;

8.2.3 "Collusive practice" means a scheme or arrangement between two or more Applicants, designed to establish bid prices at artificially, non-competitive levels; and

8.2.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in this tender.

8.2.5 The Bank will reject a proposal for award of work if it is determined that the Applicant recommended for award of work was engaged in corrupt or fraudulent practices in competing for the work in question. The Bank's decision will be final and binding.

8.2.6 The Bank will declare an Applicant ineligible, either indefinitely or for a stated period of time from being awarded a contract / contracts, if at any time it is determined that the Applicant was engaged in corrupt or fraudulent practices in competing for the award of work/contract or in executing the contract. The Bank's decision in this regard will be final.

8.2.7 Integrity Pact

(a) The Applicants shall sign a Pre-Contract Integrity Pact (**Form – F**) and shall note that the pre-contract integrity pact submitted by them along with the application will be valid for the tenure of the contract and extension of the contract, if any, thereafter. Further, Integrity Pact is deemed as part of the contract so that the parties concerned are bound by its provisions.

(b) In case of a Joint Venture, all the partners of the JV should sign the Integrity Pact.

(c) The Integrity Pact shall be executed on stamp paper of ₹100 as per The Maharashtra Stamp Act. If the Integrity Pact has to be executed by an authorized signatory residing in a foreign country, the authorized signatory shall sign the Integrity Pact in his/her country or execute Power of Attorney in favour of his / her representative in India authorizing the Power of Attorney holder to sign the Integrity Pact in India on his / her behalf. In both cases, the agreement or Power of Attorney shall either be: (i) Notarised in the country of the Applicant and be apostilled or (ii) be attested by authorized official of the concerned Indian Consulate / Embassy. The Power of Attorney shall also be stamped in India as per the Indian Stamp Act, 1899.

8.2.8 Non-Disclosure clause

a) The Applicant shall treat all documents, information, data and communication of and with the Bank as confidential.

b) The successful Applicant shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank to any person other than the person(s) employed by the Agency in the performance of the work.

c) Further, any such disclosure to any such person employed by the Applicant shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

d) The Applicant shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the EOI except for the sole purpose of this EOI.

The Applicants shall abide by the above Non-Disclosure clause and accordingly shall submit a Non-Disclosure Agreement as per **Form – G**.

e) Further, the operation of the applicant in Pakistan or China, if any, should be suitably firewalled from the contract / operations with Government of India. The Applicant shall also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity is engaged by the Applicant for this project and that no Pakistan national or person of Pakistan Origin should be engaged by the Applicant for the project.

The Applicant shall also furnish a declaration, inter-alia, undertaking to abide by this condition in **Form-D**.

8.3 Amendment to EOI document

8.3.1 At any time prior to the deadline for submission of EOI applications, the Bank either on its own or on the request of the Applicant/s may amend the EOI document by issuing addenda.

8.3.2 Any addendum issued under the above clause shall be part of the EOI document and shall be posted only at the Bank's website.

8.3.3 To give Applicants reasonable time to take an addendum into account in preparing their Applications, the Bank may, at its discretion, extend the deadline for the submission of the EOI Applications. Further if requested by a few applicants or as required, Bank may, at its discretion, also decide to extend the deadline for submission of the EOI applications.

8.3.4 Pre-bid meeting

The Bank will arrange a clarification meeting with all the prospective applicants on date and address mentioned in the **Schedule (Clause 1)** to clarify the details of the requirements of Selection as also any other points/ doubts. Applicant/s is/are requested to inform the details of persons who will be attending the meeting by email to sbsproject@rbi.org.in, latest by 1700 hours IST on April 22, 2022. A maximum of two persons from an applicant will be allowed to attend the pre-bid meeting.

8.4 Language of Application

The language used in the Application as also in the supporting documents shall be in English only. In case, any of the supporting documents are not in English, Applicant shall submit certified translated copies of those documents in English.

8.5 Filling of Application Forms

8.5.1 All information, as called for in the enclosed forms, shall be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact shall be mentioned in the relevant column/s. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry shall be made in that column. If any particulars / queries are not applicable in case of any applicant, it shall be stated as 'not applicable'. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing information may result in the applicant being summarily disqualified. Applications received after the specified date for submission will not be considered.

8.5.2 The application shall be neatly printed.

8.5.3 Notice inviting EOI placed on the website and released in Newspapers, is part of this document and shall be considered and interpreted for all purposes in connection with selection of applicants. The applicant may furnish any additional information, which is deemed necessary to establish its capability to successfully complete this project. Superfluous information need not be furnished, and no information shall be entertained after submission of EOI document unless specifically called for by the Bank.

8.5.4 Any information furnished by any applicant if found to be incorrect either immediately on opening of the EOI application or at a later date, shall render the applicant liable to be debarred from participating in this project.

8.5.5 The applicant shall submit a checklist indicating the list of documents provided along with the application (List of documents - clause 10)

8.5.6 If space in the proforma is found insufficient for furnishing all the required details, such information shall be supplemented on separate sheet/s stating therein the part of the proforma and Serial Number to which it relates. Separate Sheet/s shall be used for each part for the purpose.

8.5.7 Any letter or document, accompanying the pre-tender qualification form, shall be submitted only in original.

8.5.8 The Applicant shall bear all costs associated with the preparation, submission of its EOI Application and for activities indicated in the scope of work. The Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the process.

8.5.9 The Bank shall be entitled to seek additional documents/ information from any applicant at any point of time.

8.5.10 The applicants shall disclose details of all pending/ ongoing litigations, disputes, arbitrations, awards against them by Judicial/ Statutory authorities having bearing on the financials of the applicant, along with the likely quantum of liability in terms of home currency of the applicant.

8.6 Signing of the Application and Number of Copies

8.6.1 The Application shall be typed and signed on all the pages by the person/s duly authorized to sign on behalf of the Applicant. **The power of attorney duly notarized** and on a stamp paper authorizing the person/s to sign and act on behalf of the firm, shall be submitted.

8.6.2 An authorized representative shall have the authority to conduct all business functions and incur liabilities related thereto for and on behalf of the Applicant, during the pre-qualification process and thereafter.

8.7 Sealing of application

The original application shall be sealed in a single large envelope and submitted on or before the final date and time for submission of the application, as specified in the **Clause 1 – Schedule** of the EOI application.

8.8 Deadline and Address for Submission of EOI applications

8.8.1 EOI applications shall be submitted to the address mentioned in the **Schedule under Clause 1** of EOI application, by hand or through registered post or courier service and not later than the specified time on the final date of submission, as indicated in the **Schedule under Clause 1**. In respect of applications received by post or courier, the Bank shall not assume any responsibility for any delayed delivery. The Applicants may note that under no circumstances, the EOI applications should be submitted by email at the address provided in the EOI document.

8.8.2 Application, received after the deadline (i.e. scheduled hour and date) for submission of the application shall not be considered.

8.8.3 All envelopes shall be titled "**SUBMISSION OF EOI TO Design, Supply, Installation, Testing and Commissioning – BANKNOTE SHREDDING AND BRIQUETTING SYSTEM**" (through the party / agency / company, to be selected by RBI) clearly marked in English with also the name and address of the Applicant. Such envelopes, if delivered by hand, shall be dropped in a drop box placed for the purpose at the address mentioned in **Schedule under Clause 1** during the office hours i.e. between 1000 hrs (IST) and 1730 hrs (IST) excluding Saturday, Sunday and Holidays upto 1500 Hrs. on the last day of the submission of the EOI document.

8.8.4 The Bank may, at its discretion, extend the deadline for the submission of the EOI Application, in which case all the rights and obligations of RBI and those of the Applicants, subject to the previous deadline, shall thereafter be subject to the deadline as extended.

8.9 Clarifications on application

8.9.1 The Applicants shall be evaluated on the basis of the application and the supporting documents submitted by them. RBI shall not be under any obligation to seek any further information or clarifications from any applicant.

8.9.2 Without prejudice to the above clause, in order to assist in the evaluation of applications, RBI may, at its sole discretion, ask any Applicant for any clarification on its application, which shall be submitted by the applicant within a stated period of time.

8.9.3 If an Applicant does not provide clarifications by the date and time as specified in the Bank's request for clarification, its application shall be liable to be rejected.

8.9.4 It is clarified that Applicants shall not be required to submit on their own, additional information or materials subsequent to the date of submission and such materials, if submitted, shall not be considered. It is therefore, essential to ensure that all questions/queries are answered fully in the proforma or otherwise. The pages of the EOI document, its annex and additional information (all taken together shall be considered as the EOI application), if any submitted, shall be numbered sequentially and signed. General responses such as “included in brochure” without specific item reference, are to be avoided.

8.10 Responsiveness of Applicants

8.10.1 An application, which does not meet all the requirements of the EOI Document, shall be rejected forthwith and the Bank’s decision in this regard will be final.

8.10.2 The Applicants shall note that this EOI is intended to provide preliminary information. The information contained herein shall not in any way be construed as binding on the Bank, its agents, successors or assignees.

8.10.3 The Applicants are advised that the selection for this Project shall be entirely at the discretion of the Bank. Applicants shall be deemed to have understood and agreed that no explanation or justification of any aspect of the EOI process shall be given by the Bank and that the results of the EOI process shall be without any right of appeal to the Applicants, whatsoever.

8.10.4 All documents and other information submitted by an Applicant to the Bank shall become the property of the Bank. Applicants shall treat all information (which they come to have in connection with this project) as strictly confidential. The Bank shall not return any EOI document submitted to it by the Applicants.

8.10.5 The Bank shall inform the applicant/s about the outcome after the due process is completed.

8.11 Withdrawal of applications

8.11.1 No modification or substitution of the submitted application shall be allowed.

8.11.2 An Applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by RBI before the scheduled hour and date for submission of the applications. In case an Applicant wants to resubmit his/her application, he/she shall submit a fresh application following all the applicable conditions.

8.11.3 The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by the authorized signatories. The copy of the notice shall be duly marked “WITHDRAWAL”.

8.12 Right to accept / reject any or all applications

The Bank reserves the right to accept or reject any or all the applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment. The Bank's decision in the matter will be final.

8.13 Attachments

8.13.1 Applicants shall attach clearly marked and referenced continuation sheets in the event that the space provided in the EOI Document is found insufficient.

8.13.2 In responding to the EOI application, Applicants shall demonstrate their capabilities in relation to the requirements of the project/work as envisaged, by providing materials/information based on their experience, past performance, their personnel and financial resources.

8.13.3 It is expressly clarified that before submitting the EOI, the Applicant must have examined carefully the contents of all the documents and any failure to comply with any of the requirement of the EOI document will be at the Applicant's risk only.

8.14 Declaration regarding Country sharing Land Border

Compliance to the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India and its subsequent revisions shall be a part of tender requirement for this work. In this regard, Applicant shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at **FORM H**.

8.15 Evaluation of the Applicants on the basis of EOI application

Only those applications, which meet the requirements of the EOI Document, shall be processed further. Other applications shall be rejected under the Clause **8.10.1** above.

8.16 Jurisdiction

All disputes arising shall be deemed to have arisen at Mumbai, shall be subject to the jurisdiction of the appropriate court at Mumbai, and shall be governed by the laws of India.

8.17 Process of selection

8.17.1 All the EOI applications received will be screened as stipulated in **Evaluation of EOI** under **Clause 7**.

8.17.2 The scrutiny of the applications shall be done upon adherence to ***Make in India*** guidelines / notification issued by the Government of India as per the extant provisions, to the extent possible.

8.17.3 The RFP will be issued to the shortlisted applicants. The decision of the Bank in shortlisting of applicants for RFP will be final and no correspondence in this regard will be entertained.

.....

(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)

For and on behalf of

(Name and address of the Applicant)

(Seal of the Applicant)

9. CAPACITY REQUIREMENT

The Bank intends to install Banknote Shredding and Briquetting Systems at various offices/locations of Reserve Bank of India (RBI) but not limited to, as per the following list:

Regional Office	Shredding Capacity (kg/hr)	Conveyor/ Storage/ Loading Capacity (kg)	Briquetting Capacity (kg/ hr)
AHMEDABAD	600	4800	1000
BELAPUR	500	4000	900
BENGALURU	500	4000	900
BHOPAL	300	2400	600
BHUBANESHWAR	300	2400	600
CHANDIGARH	500	4000	900
CHENNAI	800	6400	1300
GUWAHATI	300	2400	600
HYDERABAD	600	4800	1000
JAIPUR	500	4000	900
JAMMU	300	2400	600
KANPUR	600	4800	1000
KOLKATA	800	6400	1300
LUCKNOW	500	4000	900
MUMBAI	300	2400	600
NAGPUR	500	4000	900
NEW DELHI	600	4800	1000
PATNA	600	4800	1000
THIRUVANANTHAPURAM	300	2400	600

The capacities/locations mentioned above are tentative and may change at the time of Issuance of the RFP. The capacities in Kg and Kg/hr are for the banknotes.

10. LIST OF DOCUMENTS

	Clause No.	Description of Document Attached in support of	FORM
1	6.2.1 & 5 (i)	Details of Registration - Registering Authority, Date, and Registration No., business / activity of the firm(s). (Attach an attested photocopy of Certificate of Registration)	Form A
2		Legal Status of the Applicant / Type of the organization: (Whether a partnership Firm / Private Limited company/ Public Limited Company / Co-operative Body)	
3		General Information about the Applicant	
4	5 (ii) & 6.2.2	Past Performance	Form B
5	5 (iv) & 6.3	Banker's Certificate	Form C
6	5 (vi) & 8.2.8	Declarations	Form D
7	6.9	Declaration in case of entities seeking purchase preference under Make in India Policy	Form E
8	8.2.7	Integrity Pact	Form F
9	8.2.8	Non-Disclosure Agreement	Form G
10	8.14	Declaration regarding countries sharing land border	Form H
11	5 (v)	Undertaking to establish Service set-up in India	Form I

Note: Other relevant document(s) may be submitted and make the corresponding entry in the above table.

(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)

For and on behalf of

(Name and address of the Applicant)

(Seal of the Applicant)

Evaluation Matrix- Pre Qualification Criteria

Description	Type of Supplier	Eligibility Criteria	Method of Evaluation	Maximum Allotted Marks	Criteria for Marking		Minimum Score Required
					Criteria	Marks	
Past Supply	All Suppliers	Applicant should have designed, supplied, installed/ upgraded (capacity enhancement/ life extension above 3 years for SBS originally manufactured / supplied by them only) and commissioned at least 10 Banknote Shredding and Briquetting Systems with individual capacity of equal to or more than 300 kg/hr to Central Banks / Note Issuing Authorities / Currency Presses/ Any other Currency Management Entity during the period January 01, 2012 to December 31, 2021.	No. of machines supplied/ upgraded (M)	10	M ≥ 15	10	15
					10 ≤ M <15	5	
					M < 10	0	
			Certification from users (for at least 10 machines)	10	Submission	10	
Non-Submission	0						
Past Experience		Applicant should have experience of 8 years of supplying, installing, commissioning and operating Banknote	No. of years of experience (E)	10	E ≥ 10	10	
					8 ≤ E <10	5	

	Non-Local Supplier	Shredding and Briquetting Systems at Central Banks / Note Issuing Authorities / Currency Presses/ Any other Currency Management Entity as on December 31, 2021.			E < 8	0	15
			Certification from users (for at least 8 years of experience)	10	Submission	10	
					Non-Submission	0	
	Local Supplier	Applicant should have experience of at least 2 years of supplying, installing, commissioning and operating Banknote Shredding and Briquetting Systems as on December 31, 2021.	No. of years of experience (E)	10	E ≥ 5	10	
					2 ≤ E <5	5	
					E < 2 years	0	
Certification from users (for at least 2 years of experience)	10	Submission	10				
		Non-Submission	0				
Capability - equipment and manufacturing facility	All Suppliers	Applicant should have capacity to manufacture and supply in one year at least 18 Banknote Shredding and Briquetting Systems of 300 kg/hr capacity and above, of which at least 6 Systems should be of 500 kg/hr and above capacity.	Self-certification	10	Submission	10	10
			Non-Submission		0		

Financial Standings	All Suppliers	The average annual financial turnover of the applicant during last three financial years should be at least INR 100 Crores* . Net Worth shall be positive in each of the last three financial years and should not have eroded more than 30% during the last three-year period i.e. Net-Worth as on the last financial year should not be less than 70% of the Net-Worth before 3 years.	Self-certification	2	Submission	2	10
					Non-Submission	0	
			Certified documents by qualified accountants of respective countries e.g. Chartered Accountants/ Certified Public Accountants	8	Submission	8	
					Non-Submission	0	

** For non-local suppliers, it is to be calculated as per the exchange rate as on the balance sheet dates of respective years, released by Financial Benchmarks India Private Limited (FBIL). For those currencies not in FBIL list, the rates shall be arrived at by taking into account conversion using the currency's closing rates and USD/INR rates of FBIL.*

Evaluation Matrix- Technical Presentation

Evaluation Criteria	Maximum Allotted Marks	Scoring Criteria		Minimum Score Required
		Criteria	Maximum Marks Allotted	
Solutions Proposed	40	Technical Solutions proposed (i) Types of Solutions (ii) Robustness of Solutions	20	10
		Feasibility of the Solutions: (i) Adaptability of the proposed solutions in the existing infrastructure (ii) Feasible with minor modifications in the existing infrastructure (iii) Not feasible in the existing infrastructure	20	10
Fulfilment of the RBI requirements	25	Whether Proposed solution w.r.t Shredding Capacity, Conveyor/ Storage Capacity and Briquetting capacity (i) Meeting RBI requirements (ii) Exceeding RBI requirements	25	15
Timelines for implementing the solution	30	Less than 1 year	30	20
		1 to 2 years	20	
		More than 2 years	0	
Expertise of the Team handling the project	15	3 or more members in the Team with experience of equal to or more than 8 years	15	5
		3 or more members in the Team with experience of equal to or more than 5 years & upto 8 years	10	
		3 or more members in the Team with experience of equal to or more than 1 year & upto 5 years	5	
		Not meeting the above criteria	0	

Service Set-up in India	15	Already established service set-up in India	15	10
		Service Set-up to be established post award of contract before installation and commissioning (self-certification)	10	
		Non-submission of certificate	0	

GENERAL INFORMATION

Note – If the Applicant is applying under Joint Venture or Independently or as wholly owned subsidiary arrangement, then details of all the entities to the arrangement should be provided. Attach separate sheets, if necessary.

Sr.	Particulars	Applicant Information
1	Name of the Applicant	
	<p>Please specify, the application is submitted-</p> <p>(a) Independently or</p> <p>(b) Joint Venture or</p> <p>(c) Wholly Owned Subsidiary arrangement</p> <p>If submitted under (b) or (c), provide names of the all the firms / partners included thereunder. In case of JV, name the firm which will represent the JV.</p>	
2	Details of Registration - Registering Authority, Date, and Registration No. etc. Please mention the business / activity of the firm(s). (Attach an attested photocopy of Certificate of Registration)	
3	Legal Status of the Applicant/ Type of the organization: (Whether a partnership Firm / Private Limited company/ Public Limited Company / Co-operative Body)	
4	Address and other details of the Applicant	
	(a) Registered Address:	
	(b) Telephone	
	(c) FAX/Tele-fax	
	(d) E-mail id	
	(e) Website	
5	Name of the Proprietor/ Names and titles of Partners/ Directors of the Organization/ Firm	

6	In case the company is a subsidiary, the involvement, if any, of the parent company in the project.	
7	Number of years of experience in production, supply and operation of Banknote Shredding and Briquetting System	
8.	Details of Team members that would be handling the project which shall also include their experience in the field.	
9.	Names of Bankers and their full address (Solvency certificate from the Bank shall be attached separately).	
10.	Whether any Civil Suit/ Litigation arisen in the contracts executed during the last 8 years/ being executed. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and date and brief details of litigation.	
11.	Communication details for resolving queries, if any, with regard to EOI	
	(a) Name of the contact Person	
	(b) Designation	
	(c) Full Postal Address	
	(d) Telephone / Mobile:	
	(e) FAX/Tele-fax:	
	(f) email id	
12.	Address of office through which the proposed work of Reserve Bank of India will be handled and the name and designation of the Officer-in-Charge.	

.....
 (Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)

For and on behalf of
 (Name and address of the Applicant)

(Seal of the Applicant)

Form B

DETAILS OF PROJECTS COMPLETED DURING THE LAST 10 YEARS (January 1, 2012 to December 31, 2021)

Format for Information in support of applicant being qualified against eligibility criteria having carried out similar works during last ten years.

Name of the Central Bank/ Note Issuing Authority/ Currency Presses/ Any Other Currency Management Entity/	Date of award of Contract	Date of completion of the work	Brief details of the work	Shredding Capacity	Briquetting Capacity	Storage/ Loading/ Conveyor Capacity	Attach the letter from the authority confirming award of the contract	Contact Details of the person concerned from Organisation awarding the contract

.....
 (Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)

For and on behalf of
 (Name and address of the Applicant)

(Seal of the Applicant)

FORMAT OF BANKER'S CERTIFICATE

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

Financial Year	Turn Over	Net worth
2018-19		
2019-20		
2020-21		

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

This is to certify that to the best of our knowledge and information M/s _____, a customer of our bank is respectable and can be treated as good/ financially sound for any engagement up to a limit of ₹ 400 Crores (Four Hundred Crores only).

(Signature)
For the bank

Note:

1. Bankers' certificates should be on letterhead of the bank, sealed in cover addressed to The CGM-in-Charge, Department of Currency Management, Central Office, Reserve Bank of India, Fort, Mumbai - 400001.
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Declarations

The Applicant declares / undertakes that -

1. The signatory is competent and legally authorized to submit the application/ bid and / or to enter into legally binding contract.
2. The Applicant is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world, for participating in the EOI, under any laws or official regulations.
3. The Applicant accepts all the terms and conditions of this EOI and abides by it without any counter conditions.
4. The information submitted in the EOI documents is correct and the Applicant is aware that any information provided is found to be false at a later stage, the Bank reserves the right to reject / disqualify the Applicant at any stage without assigning any reason.
5. No agents are engaged or proposed to be engaged for participation in this EOI or at any later stage during or execution of RFP,
6. The operation of the Applicant in Pakistan or China, if any, would be suitably firewalled from the contract / operations with Government of India. No employee who has previously worked or been posted in Pakistan or China in any capacity would be engaged by the Applicant for this project and that no Pakistan national or person of Pakistan Origin would be engaged by the Applicant for the project.

.....
(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)

For and on behalf of
(Name and address of the Applicant)

(Seal of the Applicant)

Declaration in case of entities seeking purchase preference under Make in India Policy

We have read carefully the terms and conditions for availing the benefits of purchase preference under Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content along with details of the location(s) where local value addition is made as mentioned in this document are enclosed.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection/ cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

.....

Authorised Signatory

(With Company Seal & signature)

PRE-CONTRACT INTEGRITY PACT

1. General

This pre-bid pre-contract Agreement (hereinafter called the "Integrity Pact") is made on _____ day of the month of _____ 2021 between, on one hand, the Department of Currency Management, Reserve Bank of India acting through Shri Suman Ray, Chief General Manager-in-Charge, Department of Currency Management, Mumbai (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr / Ms _____ ,(Add designation of the APPLICANT) (hereinafter called the "APPLICANT" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to receive comprehensive solution for the supply of Banknote Shredding and Briquetting System and the APPLICANT is willing to offer/has offered the services and

WHEREAS the APPLICANT is a (please indicate category e.g. private company/public company/Government undertaking/partnership, etc.) constituted in accordance with the relevant law in the matter and the PRINCIPAL is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL to receive the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling APPLICANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the PRINCIPAL

2.1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the APPLICANT, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.1.2 The PRINCIPAL will, during the pre-contract stage, treat all APPLICANTS alike, and will provide to all APPLICANTS the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTS.

2.1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.2 In case any such preceding misconduct on the part of such official(s) is reported by the APPLICANT to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of APPLICANT

3.1 The APPLICANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1.1 The APPLICANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.1.2 The APPLICANT further undertakes and declares/represents that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PRINCIPAL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL

3.1.3 APPLICANT shall disclose in writing the name and address of representatives and Indian APPLICANTs shall disclose their foreign principals or associates.

3.1.4 APPLICANT shall disclose in writing the payments to be made by them to any intermediary, in connection with this bid/contract.

3.1.5 The APPLICANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.

3.1.6 The APPLICANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.1.7 The APPLICANT will not accept any advantage in exchange for any corrupt, practice, unfair means and illegal activities.

3.1.8 The APPLICANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The APPLICANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.9 The APPLICANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.10 The APPLICANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.11 If the APPLICANT or any employee of the APPLICANT or any person acting on behalf of the APPLICANT, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the APPLICANT's firm, the same shall be disclosed in writing by the APPLICANT at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

3.1.12 The APPLICANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL

4. Previous Transgression

4.1 The APPLICANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company/entity in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify APPLICANT's exclusion from the tender process.

4.2 The APPLICANT agrees that if it makes incorrect statement on this subject, APPLICANT can be disqualified from the procurement process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting the Bid in the main tender, the APPLICANT shall deposit an amount as may be specified by the PRINCIPAL in the main tender (as Earnest Money/Security Deposit) with the / PRINCIPAL through instruments, the detail of which along with the amount will be notified by the PRINCIPAL in the main tender.

5.2 In case of the successful APPLICANT, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

6.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason, therefor.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.

6.1.4 To recover all sums already paid by the PRINCIPAL, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing six months Marginal Cost of funds based Lending Rate (MCLR) of State Bank of India, while in case of APPLICANT from a country other than India with interest thereon at 2% higher than the six months LIBOR. If any outstanding payment is due to the APPLICANT from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the APPLICANT, in order to recover the payments, already made by the PRINCIPAL, along with interest.

6.1.6 To cancel all or any other Contracts with the APPLICANT. The APPLICANT shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the APPLICANT.

6.1.7 To debar the APPLICANT from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.8 To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect

of any contract signed by the PRINCIPAL with the APPLICANT, the same shall not be opened.

6.1.9 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para **6.1.1** to **6.1.9** of this Pact also on the commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The APPLICANT undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other unit owned by Government of India / the PRINCIPAL and if it is found at any stage that similar product/systems or sub systems was supplied by the APPLICANT to any Ministry/Department of the Government of India or a PSU or any other unit owned by Government of India / the PRINCIPAL at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the APPLICANT to the PRINCIPAL, if the contract has already been concluded.

8. Independent Monitors

8.1 The PRINCIPAL has appointed Shri Vishwanath Giriraj, IAS (Retd.) (email id – vgiriraj@rediffmail.com) and Shri Divya Prakash Sinha, IPS (Retd.) (email id – dpsinha.ips@gmail.com) as the Independent monitors (hereinafter referred to as Monitor) for this Pact.

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The APPLICANT(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PRINCIPAL including that provided by the APPLICANT. The APPLICANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-consultants. The Monitor shall be under contractual obligation to treat the information and documents of the APPLICANT/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / APPLICANT and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its authorized agencies shall be entitled to examine all the documents including the Books of Accounts of the APPLICANT and the APPLICANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.2 In the event of any dispute between the PRINCIPAL and APPLICANT where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case, dispute remains unresolved even after mediation by the panel of IEMs, the PRINCIPAL may take further action as per terms and conditions of the contract. The fees/ expenses on dispute resolution shall be equally shared by both parties i.e., the PRINCIPAL and the APPLICANT.

9.3 Person signing the Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/ she will await their decision in the matter.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL, i.e., Mumbai, India.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the APPLICANT, including warranty period, whichever is later. In case a APPLICANT is unsuccessful, this Integrity Pact shall expire after six months from the date of its execution.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

PRINCIPAL

Name of the Officer

Designation

Reserve Bank of India

Department of Currency Management

APPLICANT

Name of the Authorised Signatory

Designation

Name of the Applicant

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Non-Disclosure Agreement

I,(Name of the applicant), hereby agree to abide by the following conditions -

a) The Applicant shall treat all documents, information, data and communication of and with the Bank as confidential.

b) The Applicant shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings /designs furnished by or on behalf of the Bank to any person other than the person(s) employed for performance of the work.

c) Further, any such disclosure to any such person employed by the Applicant shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

d) The Applicant shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the EOI except for the sole purpose of performing this EOI.

.....

(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)

For and on behalf of

(Name and address of the Applicant)

(Seal of the Applicant)

Performa for Undertaking / Declaration / Certificate by the Applicant regarding country sharing

land border with India

(To be submitted by applicants on their letter head duly sealed and signed by the authorized signatory)

To,

Chief General Manager-in-Charge,
Department of Currency Management
Reserve Bank of India

Name of Work: EXPRESSION OF INTEREST (EOI) FOR SUPPLY OF BANKNOTE SHREDDING AND BRIQUETTING SYSTEMS TO RESERVE BANK OF INDIA

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:

Undertaking to establish Service set-up in India

(Company name) confirms that we have Full-fledged Service Operations including onsite and offsite maintenance for Banknote Shredding and Briquetting Systems in India.

OR

(Company name) undertake that we shall set up Full-fledged Service Operations including onsite and offsite maintenance before the installation and commissioning of the Banknote Shredding and Briquetting Systems in India. In case the applicant fails to fulfil its obligations as per this undertaking, the Bank reserves the right to take appropriate action in the matter.

.....

Authorised Signatory

(With Company Seal & signature)