

Tender for engaging contractors for transport and delivery of coins etc.

**GENERAL INSTRUCTIONS TO COINS TRANSPORT
CONTRACTORS AND SPECIAL CONDITIONS**

1. Sealed Tenders in duplicate should be addressed to Regional Director for A.P., Reserve Bank of India, Hyderabad [by name] and superscribed "**Tender for engaging contractors for transport and delivery of coins etc.,**" for the Reserve Bank of India at Hyderabad and sent so as to reach the Regional Director not later than 15.00 hours on August 30, 2013. Tenderers should clearly indicate on each copy of the tender whether it is the original or duplicate copy under their full signature.
2. No tender will be received after **15.00** hours on August 30, 2013 under any circumstances whatsoever.
3. (a) Tenders will be opened **at 11.00 am on September 03, 2013** at the office by **General Manager, Issue Department**, Reserve Bank of India, Hyderabad or any other officer designated for his purpose by the Regional Director in the presence of the tenderers or their representatives, should they choose to be present.

(b) Tenders shall remain open for acceptance by the Bank for a period of three months from the date of opening the tender, which period maybe extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

(c) The tenderer must use only the forms issued by the Bank.
4. (a) The tender form must be filled in English.

(b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by signature of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

(c) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Tender not so signed will be rejected.

(d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
5. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.

6. Tenderers shall pay as earnest money deposit a sum of **₹25,000/- [Rupees Twenty five thousand only]** by a demand bank draft drawn on a scheduled Bank favouring Regional Director, RBI, Hyderabad, payable at Hyderabad. The earnest money deposit will be returned to the tenderer without any interest if his tender is not accepted. No interest will be payable on the said deposit by RBI.

7. The Earnest Money Deposit of **₹25,000/- [Rupees Twenty five thousand only]** paid by the successful tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.

8. On receipt of 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 **14 days** in accordance with the draft agreement and the schedule of rates. The written acceptance by the Reserve Bank of India of the tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

9. All compensation or other sums of money payable by the contractor to Reserve Bank of India, Hyderabad under the terms of this contract may be deducted from his earnest money deposit by Reserve Bank of India, Hyderabad. The contractor, **within 10 days** of such deduction should make good the money deducted to ensure that the original earnest money deposit is maintained intact, during the contract period.

10. The applicant should be of substantial means and maintaining an account with one of the public sector banks/scheduled commercial banks. The name of the bank and nature of account maintained should be furnished.

11. The tenderer should give names and addresses of the parties where he has rendered such services, in the past.

12. The contract period shall be one year which can be renewed /extended by the Bank at its option for further period of two years, one year each at a time.

Terms and conditions of services to be rendered by the tenderer

13. The successful tenderer (herein after called the contractor) will have to submit a list of healthy, strong and able labourers whom he would engage when the contract is finalised and should give their complete names and addresses/recent passport size photographs with a character certificate. An investigation report of the antecedents of the labourers issued by local police authorities should be submitted to the Bank.

14. In case of transport contract, only covered trucks fitted with Vehicle Black Box (for tracking the vehicles) would be allowed to be engaged by the Contractor.

15. The Bank will direct by issuing Remittance Order to the contractor as to the destination where the trucks are to be unloaded and coins delivered. The destination can be at any place connected by road within India. The Remittance order will also specify the number of coins. **Contractor shall ensure that the consignment of coins are delivered at the destination currency chests/small coin depots/mints/ RBI offices**

during the normal working hours of the chests/depots/mints. The truck containing the consignment of coins should reach the destination by taking reasonable hours of journey which normally any other vehicle of same capacity will take to travel such distances. The contractor shall make alternate arrangement in case the remittance is held up on the way due to any reason, what so ever and inform the General Manager, Issue Department immediately.

16. The contractor shall provide at least 10 trucks as per specifications given in paragraph 14 above. The trucks shall be exclusively used for transport of coins.

17 (a) For the proper performance of the obligations under this contract, each contractor shall furnish to the Bank a Bank Guarantee from Scheduled Bank for a sum of at least ₹5,00,00,000/- (Rupees five crore only) in favour of the Bank. In order to avoid submission of Bank Guarantee each time, the contractor can submit a Bank Guarantee valid for one year.

In case of exigencies, the Bank may require the contractor to increase the Bank Guarantee amount by upto 50% of the aforesaid amount. The Bank Guarantee shall be liable to be invoked for recovery of the full amount or part thereof depending upon the extent of loss or damage suffered by the Bank as determined by the General Manager/Deputy General Manager, Issue Department, Reserve Bank of India, Hyderabad, with the approval of the Regional Director, Reserve Bank of India, Hyderabad.

(b) Security

The contractor will also furnish a Fixed Deposit issued by a Scheduled Commercial bank covering for contract period, for **₹1,00,000/- (Rupees One Lakh only)** duly discharged in favour of Reserve Bank of India, Hyderabad (as a security deposit) which will be encashed as penalty by RBI if the transport contractor abrogates the contract terms.

18. Termination

This contract may, within the period herein before mentioned be terminated by either of the two parties to it, giving to the other party three months' notice in writing of such termination. If the Contractor fails to carry out any of his obligations / duties in terms of Agreement or violates any terms and conditions of the Agreement, the contract may be terminated by the Bank forthwith without any notice. In case of earlier termination, the security deposit of **₹1,00,000/- (Rupees One Lakh only)** made by the contractor to the Bank will be forfeited.

19. Duties of Contractor

(a) The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to the other remedies available to the Bank against the contractor.

(b) The contractor agrees that he shall, at all times during the validity period of the agreement, within a time of **twelve hours** from the receipt of written or verbal notice from the General Manager or from his representatives arrange for the transport and delivery of coins to the currency chests/small coins depots located at various places as mentioned in the remittance order. However, the verbal notice for arrangement of vehicle shall be followed by written advice.

(c)The Contractor shall ensure to the satisfaction of the Bank that the container trucks provided by him for transport of coins should be covered suitably for the purpose, fitted with Vehicle Black Box (to monitor the movement of treasure) and that they are road-worthy and in good condition. The vehicles should be covered by insurance, with all taxes paid and with valid permits. The final decision as to whether the container trucks meet the said requirements will be that of the Bank.

(d)The instructions in the notice issued by the Bank shall be complied with by the Contractor even if it is necessary to work beyond the ordinary business hours or on the days declared as public holiday under any statute/Act or Notification by the Government of India or the Government of Andhra Pradesh or any other State Governments.

(e)During exigencies or in urgent cases as may be decided by the General Manager or his representatives it would be sufficient for the Bank to issue notice of **Three hours** instead of **twelve** hours to the Contractor for transportation of coins and he shall comply with the same.

(f)The coins packed in gunny / plastic bags or in boxes/bigger size gunny bags etc. will be loaded into the contractor's container trucks by the Contractor. The unloading of the consignment of coins at the destination currency chests/depots/ RBI Offices shall be done by currency chest / RBI Offices concerned.

(g)The Contractor will not transport goods of any other person in the container trucks carrying the consignment of coins of the Bank.

(h)The contractor shall ensure that the consignment of coins is delivered at the destination currency chests/ small coin depots / RBI offices during the normal working hours of the chests/depots.

(i)The Contractor shall obtain delivery certificate/receipt in the prescribed format from the destination currency chests/small coin depots / RBI offices as proof of having delivered the coins and submit the said receipt to the Bank to enable the Bank to settle his bills.

(j)In case of any breakdown, the firm/Contractor should be able to provide services of additional container/standby vehicle so that the remittance of treasure is not delayed.

(k)The contractor should make suitable arrangement for taking insurance cover against personal injuries likely to be suffered by the labourers engaged by him in connection with the contract and he shall ensure that the insurance cover is kept alive during the currency of the agreement.

(l)Any notice (other than urgent notice) issued by the Bank under **para-18 (b)** above may be countermanded by the General Manager/ Deputy General Manager by issuing a separate notice by telephone followed by written communication not less than three hours before the time fixed for transport of coins. In such an event, the Bank shall not be liable to make any payment to the Contractor by way of remuneration, compensation or otherwise.

(m)The permission from Regional Transport Office for transportation of coins shall be the sole responsibility of the Contractor. The Bank accepts no liability in this regard.

20. CHARGES / PAYMENT

(a) The Contractor will be paid charges for services rendered at the rates mentioned in the Schedule to the Agreement. The said charges offered are fixed and cannot be enhanced on any ground for the entire contract period and no additional charge/s shall be claimed by the Contractor.

(b) The payment for transport and delivery of coins will be made to the Contractor on production of the invoice/bills together with the delivery certificate/receipt issued by the destination chests/depots. Bills will be paid after rounding off the final amount to the nearest rupee (portion not below 50 paise being rounded off to rupee and those below that amount being ignored).

(c) The distance for the purpose of bills shall be reckoned on "single fare per trip basis as per the schedule". All distances will be calculated as per the shortest/approved route consistent with safety of the route. In this regard, the decision of the Bank is final and binding on both parties.

20. DAMAGES

(a) During the transport, the Contractor's representatives will take proper care and precautions for the protection of the consignment, so that the consignment is delivered to the destination chests/depots safely and in good condition.

(b) The contractor will take all precautions for protecting the consignment from rain, wind, and heat and if any damage is caused to the consignment of coins on account of rain, wind or heat, the contractor will make good the loss.

(c) The coins are to be transported at the Contractor's risk. If during the transit, the consignment is lost or damaged due to accident, theft, defective container trucks or act of dishonesty or fraudulent conduct on the part of Contractor or the workers employed by him or any other reason whatsoever, the Contractor will be liable for the loss or damage to the consignment. If the consignment is lost or damaged in transit, the Contractor will immediately inform the Bank about the loss or damage along with the place where the container trucks are kept and the Bank will send its representative to assess the damages, before the consignment is delivered to the destination. The Contractor shall be liable to pay to the Bank the amount of loss or damages assessed together with the expenses incurred by the Bank due to the loss or damages. In this regard, the assessment made by the representative of the Bank is final and binding on both parties.

(d) If it comes to the notice of the General Manager that on account of default of the Contractor there has been insufficiency, delay, failure or such other defects in the transport and delivery of coins to the destination chests/depots, the General Manager shall have the right to cancel the requisition given to the Contractor. In such an event, the Bank shall make alternative arrangements for the transport and delivery of coins and also hold the Contractor liable for all the expenses incurred by the Bank and damages in this regard irrespective of whether a fine is imposed or not.

21. PENALTY/INDEMNITY

(a) In the event there is delay by the Contractor in complying with the instructions in the notice issued by the Bank, the General Manager may, at his discretion impose a fine not exceeding ₹500/- (Rupees Five hundred only) for every hour or part of an hour's delay. However, if such delay is less than half an hour on any occasion the General Manager shall not impose the penalty but shall give warning to the Contractor. Even after such warning, if again delay occurs whether on the next day or any succeeding occasion and whether such delay be for half an hour or less, the said penalty shall be imposed on the Contractor.

(b) The amount of damages or loss suffered by the Bank and any fine imposed may be deducted by the Bank from the charges payable to the Contractor and/or recovered from him.

(c) The contractor guarantees that he has complied with the provisions of the Motor Vehicle Act, 1988 and the Motor Transport Workers Act, 1961 and rules made there under and agrees to indemnify and keep indemnifying the Bank against any loss, costs, charges, penalties etc. on account of the contractor, or his agent or servant having committed breach or violation of any provision of the Motor Vehicle Act, 1988, or the Motor Transport Workers Act, 1961 or of any rules made there under. Further, the contractor agrees to pay all taxes and duties liable to be paid under any law for transportation throughout India.

22. SETTLEMENT OF DISPUTES

(a) If any difference of opinion arises between the parties as to whether any liability has arisen on the Contractor, the decision of the Bank shall be final and binding on both the parties. Similarly, if the Contractor is found to be liable for any damage or loss suffered by the Bank, the quantum of such damage or loss shall be decided by the Bank and the same shall be final and binding on both the parties.

(b) All disputes and differences of any kind, arising out of or in connection with this Agreement, shall be resolved by ARBITRATION only in accordance with and subject to the provisions of ARBITRATION AND CONCILIATION ACT, 1996 and the arbitration shall be held in Hyderabad only. Each party shall appoint an Arbitrator.

Acceptance of the terms & Conditions

I/We hereby declare that I/We have read/understood the above instructions/conditions and under take to abide by the same.

Witness:

Signature of Tenderer

Date:

Encl:

Address: _____

Deviations , if any

Deviations from the above terms and conditions, if any, desired by the tenderers
(may be mentioned in the space below:)

Date:

Signature with seal of the Company/
Firm / concern

Issue Department
Hyderabad

Application for quotations for engaging contractors for transport and delivery of coins etc. for the year 2013-14

1	a) Name of the transport contractor / organization .						
	b) Registration No.						
2	Phone / Mobile No. FAX						
3	Postal Address for correspondence						
4	e-mail ID, if any						
5	Banker's details						
	a) Name of the Bank						
	b) Branch and Address						
	c) Nature of Account and Number						
6	Details of EMD		Amount	DD No.	Drawn on	Date	
7	Details of insurance and Tax paid for vehicles						
8	Experience if any (with any Banking institutions / organizations)						
9	Details of Bullion Van / Cash Van held by the applicant						
Sl. No.	Make	Model Year	Capacity (in tones)	Registration Number	Whether the truck is having metallic body and Metallic covers	Permit number	Details of Insurance and Tax paid for vehicles

Quotations may be given separately as schedules for 9 tons and 20 tons container lorries. The Quotation should invariably be quoted on per Km basis except for Item at Sl.No.1. The rates quoted should be inclusive of taxes (including service tax) / levies etc.

Sl.No.	Type of Remittance	Single fare for designated remittance	
		For 9 ton lorries	For 20 ton lorries
1.	Fixed amount for remittance of Coins within GHMC limits of Hyderabad		
2.	Outward remittance from RBI / IG Mints in Hyderabad to various places in AP (on per Km basis).		
3.	Inward remittance from various places in AP to RBI / IG Mints at Hyderabad (on per Km basis).		
4	Both inward and outward remittances in AP (on per Km basis).		
5	Outward remittance from RBI / IG Mints at Hyderabad to various Regional Offices of RBI in India (on per Km basis).		
6	Inward remittance from various Regional Offices of RBI / IG Mints at Hyderabad (on per Km basis).		
7	Both inward and outward remittances to and fro from RBI / IG Mints at Hyderabad to other Regional offices of RBI in India, i.e. reverse remittance (on per Km basis).		

I / we have gone through instructions provided in the Annexure of application form and declare that the particulars / information given by me / us is true and abide by the Bank's decision in this regard.

Date :
Place:

Signature and seal

SCHEDULE

Type of Remittance	Single fare for designated remittance.
1.Fixed amount for remittance of coins with in GHMC limits of Hyderabad	
2.Outward remittance from RBI /IG Mints at Hyderabad to various places in A.P.	
3.Inward remittance from various places in A.P to RBI /IGMints at Hyderabad	
4.Both inward and outward remittances in AP.	
5.Outward remittance from RBI /IG Mints at Hyderabad to various Regional offices of RBI in India.	
6. Inward remittance from various Regional offices of RBI/IG mints in India to RBI /IG Mints at Hyderabad	
7. Both inward and outward remittances to and fro from RBI /IG Mints at HYD to other ROs of RBI in India , i.e reverse remittance	