



NOTICE INVITING TENDER
(only through e-tendering)

E-tender for Remittance of Coins through Metal Body Containers under Bank Guarantee in Nagpur city and in Maharashtra and Chhattisgarh

a.	E-Tender No	RBI/Nagpur/Issue/18/19-20/ET/360
b.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/e prochome/rbi/)
c.	Estimated cost	₹ 10 lakhs
d.	Tender documents will be available to parties to download	15.00 Hrs on February 13, 2020 onwards
e.	Pre-Bid meeting (Offline)	11.00 Hrs on February 25, 2020 Venue: Reserve Bank of India, Main Office Building, Nagpur
f.	Earnest Money Deposit (only from successful bidders)	₹ 20,000/- through 1. NEFT (in our A/c No. 8714295, bearing the name – RBI Nagpur 2. IFSC RBIS0NGPA01 (5th and 10th digit is zero) 3. No interest shall be paid on this deposit.
g.	Bid open Date - Date of Starting of e-Tender for submission of & on-line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/e prochome/rbi	15.00 Hrs, February 13, 2020
h.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	15.00 Hrs, March 13, 2020
i.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	16.00 Hrs, March 13, 2020

j.	Transaction Fee (To be paid submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	₹ 1000/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED
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Place: Nagpur

Date: February 13, 2020

Regional Director
Reserve Bank of India
Nagpur



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
निर्गम विभाग / ISSUE DEPARTMENT
नागपूर क्षेत्रीय कार्यालय / NAGPUR REGIONAL OFFICE

**E-tender for Remittance of Coins through Metal Body Containers under Bank
Guarantee in Nagpur city and in Maharashtra and Chhattisgarh**

[E-TENDER No. RBI/Nagpur/Issue/18/19-20/ET/360]

(Part I)
(Techno-commercial Bid)

Name of Tenderer : _____

Address : _____

Date of Starting of e-Tender:	February 13, 2020 at 15:00 Hrs
Date of Offline Pre-Bid Meeting:	February 25, 2020 at 11.00 Hrs
Due Date of Submission:	March 13, 2020 upto 15.00 Hrs
Date of Opening of Part I of Tender:	March 13, 2020, 16.00 Hrs
Venue:	Issue Department, Main Office Building, Nagpur

DISCLAIMER

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

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

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

Schedule of Tender (SOT)

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j.	Transaction Fee (To be paid and submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	₹ 1000/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

E-Tendering Procedure

1.	<p>System Requirements: -</p> <ul style="list-style-type: none"> i. Windows 7 or above Operating System ii. IE-9 or above Internet browser. iii. Signing type digital signature iv. JRE 8 update 161 or and above software to be downloaded and installed in the system (File Name- Windows X86 Offline) v. To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level vi. Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.
2.	<p>Registration: -</p> <ul style="list-style-type: none"> i. The process involves vendor’s registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. ii. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU / Govt. Depts. →Click On RBI →Register as Vendor Filling up details and creating own user id and password→ Submit. iii. Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form.
3.	<p>Transaction Fees</p> <ul style="list-style-type: none"> i) The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. ii) The vendors have to select the particular tender from the event dropdown box. iii) The vendor shall have the facility of making the payment either through NEFT or Online Payment. iv) On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. v) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking. vi) Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. The transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. <p>NOTE – Bidder(s) are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>

4.	<p>Bidding in e-tender:</p> <p>i) Bidder(s) need to submit necessary EMD to be eligible to bid online in the e-tender. No interest will be paid on EMD.</p> <p>ii) Only those bidder(s) who have submitted the above fees can submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU /Govt. Depts. →RBI Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>iii) The bidder should allow to run an application namely 'enApple' by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>iv) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>NOTE: - The Techno-Commercial Bid & Price bid cannot be revised once the "Final Submission" button has been clicked by the bidder.</p>
5.	<p>Opening of Bids</p> <p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p> <p>Note: As there would generally be no negotiations hence tenderers are advised to submit their most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
6.	<p>Contact Details (MSTC) for further enquiries/assistance:</p> <p>i) Mr. Sushil Nale – sushil@mstcindia.co.in Mobile- 09987758430</p> <p>ii) Ms Archana - archana@mstcindia.co.in Mobile- 09990673698</p> <p>iii) Ms. Rupali Pandey- rpandey@mstcindia.co.in Ph- 022 22886268, 9458704037</p> <p>iv) Mr. Afzal - Tel – 022 22870471</p> <p>v) Technical support staff – 022 22886266</p>

vi) Helpdesk support team – 033 22901004

Contact Persons: RBI, Issue Department, Nagpur Regional Office

i) Mr. Sameer Kulkarni – sameerkulkarni@rbi.org.in Asstt. Manager Mobile: 9739317281

ii) Mr. Vaibhav Mate- ybmate@rbi.org.in Asstt. Manager Mobile: 7798624664

iii) Ms. Matrika Shukla – matrikashukla@rbi.org.in Manager Phone: 0712-2806406

vii) Mr. Kshitizraj Singh – issuenagpur@rbi.org.in Asstt. General Manager 9934701997

Important Instructions on e-tendering

- 1) Bidders are requested to read the terms & conditions of this tender before participating in the tendering process.
- 2) The price bid and the commercial bid has to be submitted on-line at <https://www.mstcecommerce.com/eprochome/rbi>
- 3) The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangement.
- 4) Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
- 5) Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- 6) All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 7) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
- 8) E-tender cannot be accessed after the due date and time mentioned in NIT.
- 9) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- 10) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 11) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 12) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 13) Vendors are instructed to use attach documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide.

- 14) The bidders must upload all the documents required as per terms of the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 15) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 16) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- 17) After submitting online bid, the bidder cannot access the tender, once it has been submitted.
- 18) The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
- 19) The bid will be evaluated based on the filled-in technical & commercial formats.
- 20) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Section I Form of Tender

Place _____

Date _____

To
The Regional Director
Reserve Bank of India,
Main Office Building,
Dr. Raghavendra Rao Road, Nagpur – 440001

Dear Sir,

I/We have carefully read and examined the Notice Inviting Tender, Terms and conditions and all other content specified in the Tender and having acquired the requisite information relating thereto as affecting the tender, we hereby offer to provide for supply of closed metal body container for transportation and delivery of coins in Nagpur City and in Maharashtra and Chhattisgarh.

2. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions set forth in the Part I of Tender.

3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason thereof.

4. I/We have deposited a sum of ₹ _____ as earnest money through NEFT with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India.

5. In terms of guidelines of the Central Vigilance Commission, India, we are agreeable to enter into an Integrity Pact with the Reserve Bank of India as indicated at [Annex-II](#)

6. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

Dated this **day** of**2020**.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name _____

Address and date _____

(2) Signature with name _____

Address and date _____

Section II

General Terms and Conditions

(A) Documents Comprising Tender/ Bid

Part I: (Techno-Commercial Bid)

- i) Form of Tender/Bid
- ii) Documentary evidence of payment of Earnest Money Deposit (EMD)
- iii) Duly completed Checklist (As per Schedule A)
- iv) Power of Attorney (as per proforma annexed hereto) in favour of person signing Bid
- v) Integrity Pact (as per proforma annexed hereto)
- vi) Duly Filled-in and signed tender document consisting of Section I to Section V
- vii) Dully filled-in Schedule A to schedule D.

Part II: (Price Bid): Duly filled-in and submitted in mstcecommerce website

(B) Clarifications and Pre-bid meeting

- i) If the bidders have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or any other matter concerning the tender, she/he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.
- ii) In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in the Schedule of Tender (SOT). The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day of the date fixed for pre-bid meeting. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection. No further doubts/clarifications shall be entertained after the pre-bid meeting.

(C) Amendment to Tender document

- i) At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.
- ii) The amendments would be made available on the website of RBI and MSTC website.

- iii) The Bidders, are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s)/ corrigendum, if any, issued will form part of the contract document.
- iv) In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its sole discretion, extend the deadline for submission of Bids.

(D) Preparation of bid and Cost of bidding

The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and may inspect the site of the work and acquaint herself/himself with all local conditions, nature of the work and all matters pertaining thereto.

(E) Integrity Pact

- i) Bidders shall submit, along with Part-I of the tender, integrity pact, on a stamp paper of ₹.500 (duly notarized). The proforma of the Integrity Pact shall be as annexed hereto.
- ii) A tender, which is not accompanied by duly signed Integrity Pact, will not be considered.

(F) Earnest Money Deposit(EMD)

- i) The bidders are required to submit documentary evidence of Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in SOT along with the tender (Part –I).
- ii) EMD can be submitted through NEFT.
- iii) The Earnest Money will be collected from the successful bidders only.
- iv) Under no circumstances, EMD will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

(G) Security Deposit

- i) The Earnest Money Deposit of Rs.20,000/- (Rupees Twenty Thousand only) paid by the successful tenderer along with his tender, shall be held by the Reserve Bank of India as a security deposit for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.

(H) Signing of Bid, Power of Attorney

- i) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications and other terms and conditions etc. as laid down.
- ii) Bidders shall submit, along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be in the form annexed hereto.

(I) Modification / substitution / Withdrawal of Bids

- i) No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
- ii) A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
- iii) Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"

(J) Bid Due Date

Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, can extend the Bid due date.

(K) Opening of Bids

- i) The uploaded tender Part I, EMD, technical details, etc., called Part I of the tender, will be opened on the time and date, as specified in SOT, at office, by the tender inviting authority or her/his authorized representative in the presence of authorized representatives of the bidders who choose to be present.
- ii) The price bid, containing the duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.

(L) Acceptance of Tender and Award of Work

- i) On receipt of intimation from the RBI of the acceptance of her/his/their tender, the successful bidder shall be bound to execute/perform the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. In the event the Bidder fails to perform work after acceptance of tender, the bidder shall be liable to be debarred/disqualified for five years from participating in any tender or executing any work in the Bank.
- ii) The cost of required stamp paper for execution of the agreement shall be borne by the successful bidder.

(M) Bank's right to accept or reject any or all the bids

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. RBI shall not assign any reason for rejection of any or all Bids.

(N) Disqualification / Termination/ Penalty

- i) It will be treated as a serious misdemeanor in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the tenderer shall be liable for rejection in addition to being blacklisted for a period of minimum one year extendable to three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.
- ii) The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination.
- iii) In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of vehicles or any breach of instructions of the contract, consider by the General Manager/DGM-in-Charge, Issue Department, Reserve Bank of India, Nagpur to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-Charge in consultation with Regional Director, RBI, Nagpur may impose a fine not exceeding Rs.1000 (Rupees one thousand only) on the contractor for each instances.
- iv) In case of frequent or continued delay or in case of any breach by the Contractor of any of the provisions of this agreement, the Bank may terminate the contract with immediate effect by giving intimation in writing by the General Manager / Deputy General Manager, Issue Department with the approval of the Regional Director, RBI, Nagpur on behalf of the Reserve

Bank of India whether any penalty as herein before provided for such delay or breach has been imposed or not.

- v) Continuation of the contract shall be primarily depending upon the performance of the contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months' notice in writing.
 - vi) If the Contractor failed to provide services for more than 3 occasions continuously, then the Bank has right to terminate the Contract with/ without giving any notice whatever may be the reason. In such case the transporter has no power to claim compensation.
 - vii) In the event the agreement is terminated by the Bank before the completion of the period of contract, the Contractor shall be liable to be debarred/disqualified for five years from participating in any tender or executing any work in the Bank. However, before debarring the Contractor, the Bank shall give a seven day show cause notice and consider the reply, if any, given by the Contractor. The decision of the Regional Director, Nagpur in this regard shall be final.
- (O)** The tenderer has to declare whether his/her relative/s are employed in the Bank and if so in what position. If no relative is employed in the Bank the tenderer should give a declaration to that effect.

I/We hereby declare that I/we have read and understood the above instructions.

Place:

Date:

Signature of bidder (with seal)

Section III Scope of Work

Transportation of Coins

1. In respect of transport contract, only closed metal body containers of minimum 5 to 8 tons net load carrying capacity for Nagpur City and 16 tons net load carrying capacity for Maharashtra (other than Nagpur city) and Chhattisgarh, of sufficient thickness and with secure/tamperproof double locking arrangements would be allowed to be engaged by the contractor for transportation of coins. Passenger bus body/school bus types cannot be considered as containers. The company / firm should have the communication network for tracking the movement of vehicles. The Contractor shall ensure to the satisfaction of the Bank that the container trucks provided by him are insured, road-worthy and in good condition. The final decision as to whether the container trucks meet the said requirements will be that of the Bank.
2. The contractor should provide a certificate of fitness from the concerned Motor Vehicle Inspector (MVI)/Road Transport Officer (RTO) and ensure vehicles being made available for the purpose should have road permit to travel in Maharashtra. Vehicle drivers must possess a valid driving license while on duty.
3. The contractor will be required to obtain necessary route permit and pay all relevant taxes on his own. He must ensure that the vehicle is fully insured and no claims in this regard shall be reimbursed by the Bank. In case of any breakdown of the treasure container, the contractor should be able to provide services of crane/stand-by vehicle so that the remittance of treasure is not delayed. The contractor shall adhere to and abide by all the rules and regulations of the Motor Vehicle Act.
4. The Contractor shall arrange to fix GPRS/ GPS devices in all the container trucks carrying the treasure at his own cost & provide access to the Bank to monitor the movement of the vehicle on real time basis.
5. The Bank accepts no responsibility and shall not be liable for breakdown of the vehicle in the mid-way. In case of any breakdown enroute, the contractor must make alternate arrangements to move the treasure within the shortest possible time and he will be liable for the smooth transport of the treasure on all occasions.
6. The loading/unloading of the Treasure bags, into/from the Contractor's container trucks will be done by the Contractor at his cost at the starting point and the destination currency chest/s, Coin Depot and mints.
7. In case the remittances are received beyond the scheduled time of arrival due to late running of specified train / or late arrival of aircraft, the contractor shall not be entitled to any additional charges in this regard.
8. The loading/unloading at the Bank/currency chests, Coin Depot and mints will normally be done during the office hours of the Bank and if need be beyond office hours

9. 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 currency chests/small coin depots safely and in good condition. It may be ensured by the Contractor that coin bags are handled by his labourers with utmost care and are not thrown on the ground /in the vehicle either at the Airport/Station/at Office or at any other place to avoid any damage thereto. 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. The Bank has the sole discretion to decide as to whether to engage the labour services provided by the contractor. However, the Contractor will be required to provide the labour services whenever and wherever desired by the Bank. For this purpose, the Contractor should quote the rates for transportation of coins inclusive of labour charges for loading and unloading of coins.
10. The contractor shall ensure that the consignment of treasure is delivered in time at the destination currency chests / small coin depots during the normal working hours of the chests/depots. The vehicle carrying the treasure shall be parked at the nearest Police Station overnight and traveling during night hours (after the Sunset and before the Sunrise) shall not be undertaken.
11. The time schedule/arrival of the containers at the Bank as well as at the destinations should be strictly adhered to by the Contractor, failing which the Bank will have the right to adjust all the charges borne by the Bank on account of the delay
12. The contractor should all at the time ensure that the container/s is/are not overloaded so as to comply with the road safety norms prescribed by Transport Department time to time. He should at all times ensure that the container should not be used to transport any material of the contractor or anybody else along with the treasure
13. The contractor should maintain utmost secrecy on movement of treasure and shall not divulge sensitive information on receipt, storing, dispatch of treasure and other sensitive matters to anybody
14. Upon awarding the contract – the Bank would be sole authority to decide about assignment of work orders pertaining to Remittance of Treasure.
15. The Contractor will be required to equip each truck/ container engaged for the remittance of the Bank Notes/ Coins with a fire extinguisher and two/three torch lights ready to use in case of need.
16. The contractor agrees that he shall, at all times during the validity period of the agreement, within twelve hours from the receipt of written or verbal notice from the General Manager / Deputy General Manager or his representatives arrange for the transport and delivery of coins to and from various places at the time specified in such notice. However, the verbal notice for arrangement of vehicle shall be followed by a written advice.
17. 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 Govt. of India or the Govt. of Maharashtra or any other State Govts.

18. During exigencies or in urgent cases as may be decided by the General Manager / Deputy General Manager or his representatives it would be sufficient for the Bank to issue written/verbal notice of three hours instead of twelve hours to the Contractor for transportation of notes / coins and he shall have to comply with the same immediately.

I/We hereby declare that I/we have read and understood the above instructions.

Place:

Date:

Signature of bidder (with Seal)

Section IV

Commercial Conditions

1. Eligibility:

- 1.1.1** In case of transport contract only closed metal body container-trucks of minimum 5 to 8 tons (min two containers) net load carrying capacity for Nagpur City and 12 to 15 tons (min two containers) net load carrying capacity for Maharashtra and Chhattisgarh with proper double locking arrangements would be allowed to be engaged by the Contractor so as to provide sufficient and necessary security to treasure.
- 1.1.2** The tenderers must be experienced, resourceful, financially sound and licensed entity (company/partnership/proprietary firm, etc.) having Minimum 5 years of experience in undertaking similar work during last 10 years.
- 1.1.3** The Contractor will be required to obtain a license from the Office of the Assistant Labour Commissioner, Government of India, Nagpur as provided under Section 12(1) of the Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act.
- 1.2** It is specific obligation of the Contractor to pay wages which should not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 by the appropriate authority, and revised from time to time, to his contract labour, and all applicable dues payable as per the law of the land and that the Contractor is liable to provide all welfare measures to the contract labour as required under the Act and Rules. Further contractor should not engage any child labour for the work mentioned in the contract.
- 1.3** The applicant should have substantial means for execution of the contract and should maintain 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.
- 1.4** The tenderer should give names and addresses of the parties to whom he has rendered such services, in past and / or currently is in such service as mentioned in the Schedule E of the application form. He/they should also submit the registration details as mentioned in Schedule B & C of the application form.
- 1.5** The successful tenderer will have to submit a list of healthy, strong and able adult labourers whom he will engage, after the contract is finalized and should give their complete names and addresses and recent passport size photographs along with a character certificates issued by the police authorities. The contractor shall 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 contract/agreement. The contractor has to ensure the safety of the labourers engaged for the work of the Bank. The Bank will not be liable for payment of any compensation for injury or any damage to the vehicle/s or any loss of lives of the labourers and the contractor shall be solely responsible.

- 1.5.1** Tenderers should have minimum average annual turnover of at least 100% of estimated expenditure of the contract during the last three financial years supported by audited financial statements. Accounting years supported by audited or CA certified statement of accounts.
- 1.6** The contractor shall ensure that the vehicles are having valid permission issued by RTO concerned, Registration papers, permit, PUC certificate, Fitness Certificate, tax paid up to date, Insurance cover, etc. to the vehicles. The drivers of the trucks must have valid driving license. The contractor will indemnify and keep the Bank indemnified against any loss, costs, charges and expenses incurred or suffered by the Bank on account of lack of said permit, license, certificates, etc.
- 1.6.1** The drivers and employees deployed by the contractor to handle the vehicles should not be from other organizations/firms.
- 1.6.2** The Bank shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the operation. The contractor shall ensure prompt/ immediate compliance of the same.
- 1.7** The work of the Bank should be carried out in a proper, careful, expeditious and efficient manner. The complete works/activities should be carried out without causing any damage to the coins boxes, Bank's property, goods etc. and general public or any other person present in the premises of the Bank. The tenderer shall be required to work in close co-ordination with the contractor who will supply labourers/ mazdoors.
- 1.8** The containers supplied by the contractor shall be less than 10 years old. The vehicles supplied must be in roadworthy and good condition. These vehicles shall either be owned or leased by the contractors. In case of leased vehicles, the lease of vehicles shall not expire during the contract.
- 1.9** The contractor shall make good and reimburse to the Bank any loss or damage sustained by reason of accident, fire, theft, robbery, looting of the treasure, in transit or by any defective vehicle or from any incompetence, negligence of the employees of contractor.
- 1.10** The tenderer is not a willful defaulter to any bank/financial institution and there is no criminal case against the company/person.

2. Prices and Payment:

- 2.1** Tenderers shall quote the bid only in Indian Rupees.
- 2.2** GST paid by the contractor will be fully reimbursed by the Bank.
- 2.3** The payment will be made on monthly basis after the submission of bills for each consignment complete in all respects.
- 2.4** Bills will be paid after rounding off the final amount to the nearest ₹1/- (portion not below 50 paise being rounded off to ₹1 and those below that amount be ignored).
- 2.5** All the bills payable to the Contractor will be subjected to the Tax Deducted at Source, at the rate/s specified under the relevant laws/rules in this regard

3. Evaluation Criteria:

The commercial/un-priced bids of only the bidder/s meeting the conditions provided in Part-1 of the tender will be considered. Successful tenderer identified as L1 shall be awarded the contract after signing the agreement. The Bank while awarding the contract, will assign weightage to each item in the Schedule of Rates. The weightage assigned will be in the order as detailed below:

- a. Supply of closed metal body containers for transportation of coins in Maharashtra (except Nagpur city) and Chhattisgarh: 95%
- b. Supply of closed metal body containers for transportation of coins in Nagpur City: 5%

Work distribution: The work may also be distributed based on kilometers covered during the year. The division of work will be as:

- a. In the event of there being more than one L1 bidder, the entire work may be equally distributed ((50:50), (33.3:33.3:33.3)) etc. among the L1 bidders.
- b. Otherwise, the entire may be split between L1 and L2 in the ratio of 60:40 (approx..) subject to the L2 bidder agreeing to accept the rates offered and accepted and finalized with L1 bidder. This is without any prejudice to the supply capacity of L1 bidder and is meant only to reduce complete reliance on one contractor.
- c. In case L2 bidder is not agreeable to match L1 rate then L3, L4, etc. bidder in that order shall be given opportunity to match L1 rate for awarding the balance 40% of work.
- d. If L2, L3, L4 etc. are not agreeable to match the offered rate of L1, then the balance estimated work (40%) may also be awarded to L1 bidder.
- e. If the work is distributed amongst the bidders as mentioned above, then all the successful tenderer(s) shall individually furnish to the Bank an irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank for a sum of at least Rs.1 crore (Rs. One crore only) in favour of the Bank representing the value of treasure being transported.

Only as a matter of illustration the bidders may note that in 2019-20, Coins of 35.76 million pieces worth Rs. 10.47 crores were transported by road over approximate aggregate distance of 8400 kilometers in Maharashtra and Chhattisgarh.

4. Bank Guarantee:

- 4.1 The tenderer(s) shall furnish to the Bank an irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank for a sum of at least Rs.1 crore (Rs. One crore only) in favour of the Bank representing the value of treasure being transported.
- 4.2 The Performance Bank Guarantee (PBG) shall be for the due performance of the contract for the entire contract period also against any loss or damage caused to or suffered or would be caused to or suffered by the Bank. If the contract is renewed, the contractor will arrange to

provide extended Bank Guarantee accordingly. In order to avoid submission of Bank Guarantee each time, the contractor should submit Bank Guarantee valid for a period of one year.

4.3 The Bank reserves the right to increase the amount of Bank Guarantee depending upon the amount of remittance and the contractor shall provide Bank Guarantee of additional amount.

4.4 The Bank Guarantee shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from any agencies concerned or contractors' employees.

4.5 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, Issue Department, Reserve Bank of India, Nagpur, with the approval of the Regional Director, Reserve Bank of India, Nagpur.

4.6 If the work is distributed among the

I/We hereby declare that I/we have read and understood the above conditions.

Place:

Date:

Signature of bidder (with seal)

Section V

Special Conditions of Contract

1. Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
2. The contractor shall ensure that whenever the services are utilized the vehicle is exclusively reserved for Bank's cargo and no other cargo is permitted.
3. The contractor shall obtain necessary approvals. The coin bags will be handed over to the contractor at his/ her own risk, he must provide necessary security arrangements for them. The contractor may arrange for insurance of the coins at his/ her own cost in consultation with the Bank
4. The contractor shall produce valid proof for the experience in the transport services.
5. As the work provided depends on variables the Bank will not be in a position to indicate minimum guarantee of availing the Contractor's services.
6. If any unavoidable situations like bank strikes, act of God etc. or any other unforeseen circumstances beyond the Bank's control arise, no compensation would be paid for the same by the Bank.
7. The Contractor shall ensure adequate insurance cover for the vehicles provided and the labours employed.
8. All required documentation, insurance, clearances and permissions for executing the delivery shall be arranged by the Contractor.
9. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their contract.
10. The Contractor shall treat the details of the contract as private and confidential except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The employee/staff also be sensitized about the same.
11. Apart from monetary loss, RBI may also recover penalty for deficiency in services which may range upto ₹1,000/- per incidence, the Bank shall be entitled to recover the amount of penalty from the bills payable to the contractor.
12. The contract can be terminated by the Bank by giving one month notice in writing of such termination.
13. Services of the contractor may be continued during the notice period at the discretion/option of the Bank. However, if the contractor fails to carry out the work during the notice period, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor.
14. In case of breach of conditions of the agreement by the vendor, the agreement/contract may be terminated at the option of the Bank without any notice and without any claim for compensation. In

such an event, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost/loss, if any, incurred by Bank shall be recovered from the contractor.

15. If in case the agreement is terminated, the Bank at its own discretion may forfeit the security deposit.
16. If in case the agreement is terminated, the vendor may be debarred/disqualified from participating or undertaking any tender or work of RBI for a period of five years.
17. In case of successful award of the contract, the tenderer shall have an Office/ local representative within Municipal area of the Office for execution of contract.

I/We hereby declare that I/we have read and understood the above conditions.

Place:

Date:

Signature of bidder (with seal)

Details to be filled in by Tenderer (to be filled, SIGNED AND UPLOADED ON THE portal of MSTC Ltd.)

**Schedule A
Check List of Documents to be uploaded**

Sr. No.	Description	Bidder's Confirmation
1.	Duly signed Tender Part-I (Section I to V) and Part-II	
2.	Duly filled Schedule A, B, C, D, E & F	
3.	Documentary evidence of EMD paid	
4.	Self-attested photocopy of PAN (mandatory) and TAN (if applicable)	
5.	Self-attested photocopy of GST registration	
6.	Bank statement/self-attested photocopy of front page of pass book	
7.	Power of Attorney	
8.	Integrity Pact	
9.	Whether any of the applicant's relative/s is/are employed in the Reserve Bank of India?	yes/no
10.	Audited Financial Statements of last 3 years	
11.	Client Certificates	

Place:

Date:

Signature of bidder (with seal)

**Schedule B
Organizational Details**

Name of the tenderer				
Whether individual proprietorship, partnership or limited company				
Date of formation of partnership / Ltd. Company				
Postal Address	Local Address		Permanent / Regd. Office Address	
Pin code				
Telephone No. (with STD code)	Office	Residence	Fax	Mobile
E-mail				

Place:

Date:

Signature of bidder (with seal)

Schedule C Registration Details

Sl. No.	Type of registration	Registration No.	Date of Registration
1	Income Tax – PAN		
2	Income Tax – TAN (for TDS)		
3	GST Number		
4	Shops and Commercial Establishments Act		
5	PF/EPF		
6	Any other type of registration		
7	Whether the provisions of contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition*) Central Rules, 1971 and any other legal provisions are applicable to your firm?		
8	Whether you are holding a Licence under Section 12(1) of Contract Labour (R&A) Act 1970/71, if so, the details of licence number etc. may be furnished.		
9	ESIC Registration details		

I/We hereby declare that I/we have read and understood the above conditions.

Place:

Date:

Signature of bidder (with seal)

Schedule D Vehicle Details

(a) Details of Closed metal body containers owned by the Tenderer

(Please enclose photo copy of RC books and latest receipt of payment of Road Tax with Authorities as well as copies of fitness certificate of vehicles)

Sl. No.	Make/Model (Year)	Capacity (in tons)	Registration Number	Whether the truck is covered & having metallic body	Permit No.

(b) Containers of other parties available to the Contractor along with their letter of assurance or agreement, if any.

Sl. No.	Make/Model (Year)	Capacity (in tons)	Registration Number	Whether the truck is covered & having metallic body	Permit No.

Place:

Date:

Signature of bidder (with seal)

Schedule E
List of Clients
(For whom similar work was undertaken in the last 5 years)

Sr No	Details	Client (1)	Client (2)	Client (3)
1.	Name			
2.	Address			
3.	Email Id			
4.	Contact No			
5.	Brief details of the work			
6.	Date of award of contract			
7.	Certificate from Client			

Place:

Date:

Signature of bidder (with seal)

**Schedule F
Details of Banker(s)**

Sr. No.	Particulars	Details
1.	Address	
2.	Contact Person	
3.	Email Id	
4.	Telephone Number	
5.	Fax Number	

Place:

Date:

Signature of bidder (with seal)

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Reserve Bank of India
Issue Department
Nagpur Regional Office
Nagpur-440001

Dear Sir

Name of Work: Supply of closed metal body container for transportation and delivery of coins in Nagpur City and in Maharashtra and Chhattisgarh.

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

INTEGRITY PACT

(On Non-Judicial Stamp Paper of ₹500)

Between

Reserve Bank of India (RBI), Issue Department, Nagpur Regional Office hereinafter referred to as "**The Principal**",

And

.....hereinafter referred to as "**The Bidder / Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract for supply of closed metal body container for transportation and delivery of coins in Nagpur City and in Maharashtra and Chhattisgarh. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put

his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public-Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract and for all other Bidders 5 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be

binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Governor, RBI.

Section 9 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Regional Office of the Principal i.e, Nagpur.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

(For & behalf of Bidder / Contractor)
(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

Draft Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ Between the Reserve Bank of India, Nagpur Regional Office, Nagpur having its Central Office at Mumbai (hereinafter called "the Bank") which expression shall unless repugnant to the context include his successors in office of the one part and _____ (hereinafter called "the Contractor") which expression shall include its/his successors, assigns and legal representative of the other part.

WHEREAS the Bank has intention of engaging services of a Contractor for supply of closed metal body container not older than 10 years for delivery and transportation of coins in Nagpur City and in Maharashtra and Chhattisgarh on contract basis and has caused specifications describing the work to be done [as detailed in Tender Document dated]

The said specifications and the scope of work [as detailed in Tender documents] have been signed by or on behalf of the Contractor. AND WHEREAS the Contractor has agreed to execute upon and subject to the terms and conditions of Contract accepted by both the parties.

NOW IT IS HEREBY AGREED AS FOLLOWS This agreement will come into effect from----- and will remain in force up to -----. The contract can be considered for further renewal for maximum two years (one year at a time) on the same terms and conditions at the sole discretion of the Bank provided the Bank finds the services of the Contractor satisfactory. The terms and conditions contained in the tender document dated.....shall be treated as part and parcel of this agreement.

2.1 The Contractor shall at all times during the period of Twelve months, within twelve hours from the receipt of written or verbal notice to the effect from General Manager/Deputy General Manager or his representatives supply as many closed metal body container trucks, motor lorries for the transport and delivery of coins to and from various places and/or arrange for specified number of laborers as may be required for loading, unloading, carrying, weighing, spreading and stacking treasure boxes/ coin bags and also for miscellaneous items in the Issue Department as may be specified in the notice from or at places and at the time specified in such notice.

2.2 The notices so given shall be complied with whether or not it is necessary to work outside ordinary business hours or on days declared as 'Public Holidays' under the Negotiable Instruments Act or any other Act or Notification of the Government of India or Government of Maharashtra.

2.3 During the exigencies or in urgent cases certified as such by the Bank a three-hour notice in lieu of twelve-hour notice shall be complied with accordingly by the Contractor.

2.4 The Contractor shall make good and reimburse to the Reserve Bank of India any damage or loss sustained by reason of any defective lorries or by any insufficiency in the number of laborers, from any incompetence, negligence or defect or delay in weighing, loading, unloading, storing, stacking, unpacking, carrying and delivering the treasure boxes and/or coin bags or by reason of any act of dishonesty or fraudulent conduct on his part or on the part of laborers engaged by him. The Contractor will take adequate care to ensure that coins bags are not damaged in transit or unloading, and any such negligence will be viewed seriously by the Bank as violating the contract terms.

2.5 If at any time the Bank finds that through the default of the Contractor owing to insufficiency or delay or failure or other defects in the supply of labour/lorries, the goods cannot be dispatched/received in due time, it shall be open to the General Manager/ Dy. General Manager to cancel the requisition and reject all the labour/lorries supplied on the occasion and get the work done in any other manner, making the Contractors liable for any extra charge involved therein, irrespective of whether a fine is imposed or not.

2.6 The tenderer is not a willful defaulter to any bank/financial institution and there is no criminal case against the company/person.

3. Disqualification / Termination/ Penalty

3.1 It will be treated as a serious misdemeanor in case a tenderer attempts to do any canvassing by or on behalf of the tenderer or to bring political or other outside influence with regard to the Bank's decision on scrutiny, comparison, evaluation and award of the contracts. In such case the tender of the tenderer shall be liable for rejection in addition to being blacklisted for a period of minimum one year extendable to three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.

3.2 The contract may be terminated by either of the two parties for any reason, giving to the other party three months' notice in writing of such termination.

3.3 In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of vehicles or any breach of instructions of the contract, consider by the General Manager/DGM-in-Charge, Issue Department, Reserve Bank of India, Nagpur to be grave enough to attract penalty, the aforesaid General Manager/ DGM-in-Charge in consultation with Regional Director, RBI, Nagpur may impose a fine not exceeding Rs.1000 (Rupees one thousand only) on the contractor for each instances.

3.4 In case of frequent or continued delay or in case of any breach by the Contractor of any of the provisions of this agreement, the Bank may terminate the contract with immediate effect by giving intimation in writing by the General Manager / Deputy General Manager, Issue Department with the approval of the Regional Director, RBI, Nagpur on behalf of the Reserve Bank of India whether any penalty as herein before provided for such delay or breach has been imposed or not.

3.5 Continuation of the contract shall be primarily depending upon the performance of the contractor. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated by giving three months' notice in writing.

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

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

4. Any notice (other than urgent notices) given under Clause 2.3 may be countermanded by the General Manager/Deputy General Manager on his giving a like notice of such countermand either in writing or verbally or by telephone not less than three hours before the hour fixed for supply and the Contractor shall not be entitled for payment of remuneration and compensation in hereof.

5. The amount of damage or loss sustained, and any fines imposed may be deducted from time to time from any sums payable to the Contractor and/or recovered from him otherwise.

6. The Contractor shall carry and deliver remittance bags, loaded or unloaded to and from such of the places as are specified in the schedule and shall be paid for at the rates given therein.

7. The successful tenderer will have to submit a list of healthy, strong and able adult labourers whom he will engage, after the contract is finalized and should give their complete names and addresses and recent passport size photographs along with a character certificates issued by the police authorities. The contractor shall 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 contract/agreement. The Bank will not be liable for payment of any compensation for injury or any damage to the vehicle/s or any loss of lives of the labourers and the contractor shall be solely responsible.

8. In respect of transport contract, only closed containers with metal body of minimum 5 to 8-ton net load carrying capacity for Nagpur city and 16 ton net load carrying capacity for Maharashtra and Chhattisgarh, with metal bodies of sufficient thickness and also with secure/tamperproof double locking arrangements would be allowed to be engaged by the contractor for transportation of coins. Passenger bus body/school bus types cannot be considered as containers. The company / firm should have the communication network for tracking the movement of vehicles.

9. The contractor should provide a certificate of fitness from the concerned Motor Vehicle Inspector (MVI)/Road Transport Officer (RTO) and ensure vehicles being made available for the purpose should have road permit to travel in Maharashtra. Vehicle drivers must possess a valid driving license while on duty.

10. The contractor shall be required to obtain necessary route permit and pay all relevant taxes on his own. He must ensure that the vehicle is fully insured and no claims in this regard shall be reimbursed by the Bank. In case of any breakdown of the treasure container, the contractor should be able to provide services of crane/stand-by vehicle so that the remittance of treasure is not delayed. The contractor shall adhere to and abide by all the rules and regulations of the M.V.Act.

11. The Contractor shall arrange to fix GPRS/ GPS devices in all the container trucks at his own cost carrying the treasure & provide access to the Bank to monitor the movement of the vehicle on real time basis.

12. The Bank accepts no responsibility and shall not be liable for breakdown of the vehicle in the mid-way. In case of any breakdown enroute, the contractor must make alternate arrangements to move the treasure within the shortest possible time and he will be liable for the smooth transport of the treasure on all occasions.

13. In case the remittances are received beyond the scheduled time of arrival due to late running of specified train / or late arrival of aircraft, the contractor shall not be entitled to any additional charges in this regard.

14. The Contractor will not transport goods of any type in the container trucks carrying the consignment of treasure of the Bank.

15. The time schedule/arrival of the containers at the Bank as well as at the destinations should be strictly adhered to by the Contractor, failing which the Bank will have the right to adjust all charges borne by the Bank on account of the delay.

16. The Bank has the sole discretion to decide as to whether to engage the labour services provided by the contractor. However, the Contractor shall be required to provide the labour services whenever and wherever desired by the Bank.

17. The contractor shall ensure that the container/s is/are not overloaded so as to comply with the road safety norms prescribed by Transport Department time to time. He should at all times ensure that the container should not be used to transport any material of the contractor or anybody else along with the treasure.

18. If it comes to the notice of the General Manager / Deputy 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/ Small Coin Depots, the General Manager / Deputy 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.

19. The Contractor shall declare and submit to the Bank, a copy each of the valid permit issued by RTO up to date vehicle tax paid receipt and insurance cover. The contractor shall also ensure that the driver of the truck has a valid driving license. The contractor will indemnify and keep indemnified the Bank against any loss, costs charges and expenses incurred or suffered by the Bank on account of lack of said permit, license, etc.

20. In case of frequent or continued delay or in case of any breach by the Contractor of any of the provisions of this contract, the contract may be subjected to review as to its continuance by Bank, with the approval of the Regional Director on behalf of the Bank forthwith whether, any penalty as herein before provided for such delay or breach has been imposed or not.

21. The Contractor shall ensure that the same set of Laborers should never be continued for long time in future to avoid applicability of Section 2(i) and 46 of Factories Act, 1948 and Section 10 of Contract Labour (Regulation and Abolition) Act, 1970 and Laborers may be changed/rotated accordingly.

22. The contractor shall submit a list of healthy, strong and able adult laborers whom he will engage, after the contract is finalized and should give their complete names and addresses and recent passport size photographs along with a character certificates issued by the police authorities.

23. The Contractor shall ensure to get prior police verification report of any new Laborers before engaging them for the Bank's work.

24. The Earnest Money Deposit of Rs. **20,000/- (Rupees Twenty Thousand only)** paid by the contractor, shall be held by the Reserve Bank of India as a security deposit for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.

25. The Contractor will be required to obtain a license from the Office of the Assistant Labour Commissioner, Government of India, Nagpur as provided under Section 12(1) of the Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act.

26. The Contractor shall make suitable arrangement for taking insurance cover against the personal injuries likely to be suffered by the labours engaged by him in connection with the contract and he shall ensure that the insurance cover is kept alive during the currency of this

agreement. The Bank shall be at liberty to call upon the Contractor for the purpose of satisfying himself about the adequacy or otherwise of the insurance cover taken by the Contractor and the Contractor has to make additional/alternate arrangements for the insurance cover in case the Bank is of the opinion that the cover provided is not adequate having regard to the risk involved in the nature of the work of the contract employees.

27. The contract will be for the period from April 1, 2020 to March 31, 2021 (both days inclusive). 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. The contract can be considered for further renewal for maximum two years (one year at a time) on the same terms and conditions at the sole discretion of the Bank provided the Bank finds the services of the Contractor satisfactory.

29. Bills for labour/lorries supply will be paid after rounding off the final amount to the nearest rupee (Fraction of 50 paise and above will be rounded to the next higher rupee and fraction of less than 50 paise will be ignored).

30. The Bank will have the sole right to terminate the contract if the performance is not found satisfactory by giving advance notice of one month and engage the other labour Contractor for the remaining period in his place without making any further reference.

31. The Contractor shall maintain the muster for marking the presence/absence of contract labour and it shall be under the control of the Contractor/supervisor deputed by the Contractor.

32. The Contractor shall maintain the discipline among the contract labour and grant of any leave etc. Bank shall not intervene in such matters.

33. The Contractor shall issue/provide photo identity card, uniform and safety shoes to his labourers. The entry of labourers shall be allowed only in direct supervision of the contractor or his authorized representatives.

34. Bank shall not be responsible for providing any employment benefits to the contract labour and Contractor shall discharge all his statutory and other obligation (employment benefits) towards the contract labour such as their Provident Fund, employees State Insurance benefits, compensation for injury under Workmen's Compensation Act, 1923, etc. If the Contractor fails to meet with his above obligations, the Bank shall be entitled to deduct/ adjust from any amounts payable to the Contractor or recover as a debt payable by the Contractor, the payments, if any, made by the Bank in this regard to the contract labour or authorized concerned. If the Bank is required to make any such payments to the contract labour or the authorities on account of the failure of the Contractor to discharge his obligations, the payment shall be made against proper discharge and separate statement shall be prepared for such payments. The Bank shall duly adjust the amounts so paid from out of the amounts to be paid to the Contractor.

35. Contractor shall maintain the registers of wages or register of wages-cum-muster roll of contract labour.

36. The Contractor shall maintain the muster for making the presence/absence of contract labour and it shall be under the control of the Contractor/Supervisor deputed by the Contractor.

37. The authorized representative shall record under his signature a certificate at the end of the entries in the register of wages or register of wages-cum-muster roll in the following.

CERTIFIED that the amount shown in the Column No. _____ has been paid to the workmen concerned in my presence on _____ (date) at _____ (place) (vide, Rule 73) the proof of having paid electronically.

38. The Contractor shall fix wages period and it shall not exceed one month. The Contractor shall be under obligation to notify to Bank the wages period and place and time of disbursement of wages under Rule 71 of Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971.

39. Under Section 21(4) of the Contract Labour (Regulations and Abolition) Act, 1970, if the Contractor fails to make payment of wages within the prescribed period or makes short payment, the Bank shall make payment of wages in full or the unpaid balance due to the contract labour employed by the Contractor and recover the amounts so paid from the Contractor, either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

40. The Contractor shall be responsible for maintenance of all types of record in respect of the contract labour employed by the Contractor.

41. The Contractor shall pay wages which shall not be less than minimum wages as prescribed by the appropriate authority to his contract labour. It shall also be liable to pay for retrenchment compensation, notice pay, gratuity and bonus as payable to them. The Contractor shall provide all welfare measures to the contract labour as required under Contract Labour (Regulation and Abolition) Act 1970 and Rules, 1971. Bank shall not be under any such obligation of the contract.

42. In the event of Bank as Principal Employer is required/called upon to pay any amount to the contract labour engaged by the Contractor due to lapse or default on Contractor part in discharging his obligation towards the contract labour in terms of any law in force, such amount would be recoverable by the Bank from the Contractor as debt due to the bank by Contractor.

43. The Bank reserve the right to engage any additional labour to supplement or substitute the labour supplied by the Contractor to meet the Bank's operational requirements.

44. The Contractor shall indemnify the Bank against any claim, prosecution or action arising out of the failure of the Contractor to fulfill his obligations under Contract Labour (Regulation and Abolition) Act 1970 and Rules, 1971, EPF & MP Act, 1952 or under any other law.

45. The clause in this agreement have to be read in conjunction with the tender document and the Contractor shall not be absolved of any liabilities, duties merely because a specific mention has not been made in this agreement.

46. The extant instructions on GST shall be applicable to the agreement/contract.

47. The provisions of this agreement and the rates shown in the enclosed annexure are effective from the first day of _____.

48. This Agreement shall be executed in duplicate; the original shall be kept with the Bank and the duplicate by the Contractor. The stamp duty payable on the original shall be borne and paid by the Bank and the stamp duty on the duplicate by the Contractor.

49. The Contractor shall equip each truck/ container engaged by the Bank for the purpose of this agreement with a fire extinguisher and also two/three torch lights ready to use in case of need.

50. The contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the contract, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information are fully satisfied.

The Contractor's obligations with respect to the non-disclosure and confidentiality will survive for a period of one (1) year post termination of this contract for whatever reason.

51. In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director, Reserve Bank of India, Nagpur, shall be final and binding on both the parties and in the event of such liabilities being found to have arisen, the decision of the Regional Director as to the amount of damage or loss sustained shall likewise be final and binding.

52. In the event of discrepancy between the two versions, the English version would be treated as the authenticated one and prevail over the Hindi version.

53. Compliance under Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013. The contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the bank, the complaint will be filled before the Internal

- a) Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaints.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Signature clause:

SIGNED AND DELIVERED by the Reserve Bank of India _____

(Name and designation)

In the presence of

Witness-

(1) _____

Address _____

(2) _____

Address _____

SIGNED AND DELIVERED by _____

(Name and designation)

In the presence of

Witness-

(1) _____

Address _____

(2) _____

Address _____



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
निर्गम विभाग / ISSUE DEPARTMENT
नागपूर क्षेत्रीय कार्यालय / NAGPUR REGIONAL OFFICE

**E-tender for Remittance of Coins through Metal Body Containers under Bank
Guarantee in Nagpur city and in Maharashtra and Chhattisgarh**

E-TENDER No. RBI/Nagpur/Issue/18/19-20/ET/360

(Part II)
(Price Bid)

Name of Tenderer: _____

Address: _____

Due Date of Submission:	March 13, 2020 upto 15.00 Hrs
Date of Opening of Part II of Tender:	Will be intimated to qualified bidders later
Venue:	Issue Department, Main Office Building, Nagpur

Quotation for supply of closed metal containers for Transport and Delivery of Coins under Bank Guarantee			
Sr No	Vehicle Type	Particulars	Quotation in Rupees
(A)	Closed Metal Container (16 ton capacity)	Rate for transport and delivery of coins under Bank Guarantee to various chest branches situated in Maharashtra & Chhattisgarh regions. The return journey will be merely return of empty vehicle to Head Quarter. Rates may be quoted accordingly (per km basis)	(A) = Bid X 0.95
(B)	Closed Metal Container (5-8 ton capacity)	Rate for transport and delivery of coins under Bank Guarantee to various chest branches situated in Nagpur City. The return journey will be merely return of empty vehicle to Head Quarter. Rates may be quoted accordingly (per day basis)	(B) = Bid X 0.05
	Final Bid Price (C)		= (A) + (B)

Place:

Date:

Signature of bidder (with Seal)