

# ई-निविदा सूचना- सिक्का बैग और नोट बॉक्स को उठाने तथा ले जाने के लिए पर्याप्त संख्या में वयस्क और सक्षम श्रमिकों की आपूर्ति

भारतीय रिजर्व बैंक, नई दिल्ली, सिक्का बैग और नोट बॉक्स के हैंडलिंग (उठाने तथा ले जाने) के लिए पर्याप्त संख्या में वयस्क और सक्षम श्रमिकों की आपूर्ति के लिए दो बोली प्रणाली (तकनीकी बोली और मूल्य बोली) के तहत ई-निविदा आमंत्रित करता है। अनुबंध की अविध प्रारंभ में दो वर्षों के लिए होगी, अर्थात् 01 अप्रैल 2025 से 31 मार्च 2027 तक, जिसे संतोषजनक प्रदर्शन और आपसी समझौते पर एक और वर्ष के लिए बढ़ाई जा सकती है। ई-निविदा के साथ विस्तृत टेंडर नोटिस और सामान्य निर्देश MSTC साइट <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> और RBI की वेबसाइट <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> पर "टेंडर" मेनू के तहत उपलब्ध है।

- 2. सभी इच्छुक निविदाकर्ताओं को ई-निविदा प्रक्रिया में भाग लेने के लिए MSTC पोर्टल पर पंजीकरण कराना होगा।
- 3. कार्य की अनुमानित लागत लगभग ₹53.72 लाख प्रति वर्ष है, हालाँकि वास्तविक राशि इससे भिन्न हो सकती है।
- 4. ई-निविदा प्रक्रिया की अनुसूची निम्नानुसार है:

क	ई-निविदा संख्या	RBI/Delhi Regional
		Office/Issue/1/24-25/ET/923[Supply
		of labour-Coin and note]
ख	देखने के लिए MSTC वेबसाइट पर ई-निविदा की उपलब्धता	13-02-2025 को 11.00 बजे से
ग	आफ़लाइन बोली पूर्व बैठक (स्वैच्छिक)	07-03-2025 को 10:00 बजे
घ	ऑनलाइन ई-निविदा भरने हेतु प्रारम्भ तिथि	10-03-2025 को 11:00 बजे से
ड़	ऑनलाइन ई.एम.डी भरने हेतु अंतिम तिथि तथा समय	20-03-2025 को दोपहर 12:00 बजे तक
च	ऑनलाइन ई-निविदा भरने हेतु अंतिम तिथि तथा समय	20-03-2025 को 14:00 बजे तक
छ	पार्ट–। (तकनीकी बोली) खोलने की तिथि	20-03-2025 को 15:00 बजे

5. ई-निविदा का भाग-॥ उसी दिन या बैंक द्वारा सूचित बाद की किसी तारीख को केवल उन निविदाकर्ताओं का खोला जाएगा जिन्हें निविदा के भाग–1 की जांच के बाद पात्र पाया जाएगा। बैंक, कोई भी कारण बताए बिना किसी भी या सभी ई-निविदाओ को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित रखता है।

नोट: सभी निविदाकर्ताओं को यह ध्यान रखना होगा कि भविष्य में इस ई-निविदा के संबंध में जारी किए गए कोई संशोधन / सुधार, केवल RBI और MSTC की वेबसाइट पर अधिसूचित किये जाएंगे और इसकी कोई सूचना समाचार पत्र में अलग से प्रकाशित नहीं की जाएगी।

> क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक, नई दिल्ली

स्थान: नई दिल्ली

दिनांक: 13 फरवरी, 2025



#### PART – I (Techno-Commercial Bid /Scope of works and Commercial conditions)

Reserve Bank of India
Issue Department
New Delhi

#### **E-Tender for**

Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes

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# RESERVE BANK OF INDIA ISSUE DEPARTMENT NEW DELHI NOTICE INVITING TENDER (NIT)

(Only through e-procurement)

Reserve Bank of India, New Delhi Office (hereinafter called "the Bank"), invites E-tenders under Two – Bid system (Technical & Price Bid) for "Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes" from the highly reputed and capable contractors. The contract shall be for a period of two years (April 01, 2025 to March 31, 2027) which can be extended by the Bank at its opinion for a further period of one year with / without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions and also subject to annual review by the Bank based on the performance of the service provider/s.

For the above work, the tenderers should submit their proposal, as per the important instructions regarding E-Tender, along with all supporting documents complete in all respects on or before **March 20,2025 at 14:00 hrs.** Tenderers shall submit tender proposal along with refundable Earnest Money Deposit (EMD) of ₹ 1,07,440/-, complete in all respect as per the prescribed format. The bids will be opened electronically on **March 20,2025 at 15:00 hrs.** In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Tender document can be downloaded from website <a href="www.rbi.org.in">www.rbi.org.in</a> and <a href="www.rbi.org.in">www.rb

Regional Director Reserve Bank of India Sansad Marg, New Delhi – 110001

# **SCHEDULE OF TENDER (SOT)**

1	Description of works	Supply of sufficient number of adult and able-
		bodied labourers for handling of coin bags and
		note boxes
2	Mode of Tender	e-Procurement System
		(Online Part I – Techno-Commercial Bid and
		Part II – Price Bid through
		www.mstcecommerce.com/eprocn/ of
		MSTC Ltd.)
3	Execution of scope of works	Two years (at the quoted rates with effect from
		April 01, 2025)
4	E-Tender No	RBI/Delhi Regional Office/Issue/1/24-
		25/ET/923[Supply of labour-Coin and note]
5	Date of NIT available to parties to	February 13,2025 at 11: 00 hrs
	Download	
6	i) Estimated Cost of Work	₹ 53.72 Lakhs
	(Per annum)	
	ii) Earnest Money Deposit (EMD)	
		a) ₹ 1,07,440/- to be deposited through NEFT in
		favour of Reserve Bank of India, New Delhi in
		the A/c 186003001 & IFSC – RBIS0NDPA01
		b) EMD can also be submitted in the form of
		Demand Draft/ Banker's Cheque or Bank
		Guarantee issued by a Scheduled Bank drawn in
		favour of the Reserve Bank of India.
	iii) Transaction Fee	Transaction fee of ₹ 3,169.48/- is to be made
		using MSTC's online payment gateway available
	Important Note:	in vendor's login. Fee can be made either by

	Please note that vendors will have the	through challan or using online payment mode
		through net banking.
	access to online e-tender only after	
	receipt of Transaction fee by NEFT in	
	favour of MSTC Limited, Kolkata.	
	Last date of submission of Earnest	March 20, 2025 at 12:00 hrs
	Money Deposit (EMD) through	a) EMD submitted through NEFT should reach
	NEFT/Demand Draft/ Banker's	us before 12:00 hrs on March 20,2025.
	Cheque or Bank Guarantee.	b) In case the EMD is submitted through
		Demand Draft/ Banker's Cheque or Bank
		Guarantee, the original instrument should be
		sent to us sufficiently in advance to reach us
		before 12:00 hrs on March 20, 2025. A
		scanned copy of the physical instrument
		should also be sent to us through email id
		issuenewdelhi@rbi.org.in before 12:00 hrs
		on March 20, 2025. In case the physical EMD
		instrument (Demand Draft/ Banker's Cheque
		or Bank Guarantee) is not received by us or
		the scanned copy of Demand Draft/ Banker's
		Cheque or Bank Guarantee towards EMD is
		not received by us through email before 12:00
		hrs on March 20, 2025, the tender shall be
		considered to be rejected.
8	Security Deposit	₹ 2,68,600/- within 10 days of award of work, to
		be kept with the Reserve Bank of India in the
		form of irrevocable Bank Guarantee issued by a
		Scheduled Commercial Bank as per format
		given in Annex-II.
9	Schedule of Off-line pre-bid	March 07, 2025 at 10:00 hrs
	meeting	
10	Date of Starting of e-Tender for	
	submission of online Techno-	March 10, 2025 at 11:00 hrs

	Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/	
11	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	·
12	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	March 20, 2025 at 15:00 hrs
13	Date & time of opening of Part-II (Price Bid)	Part-II i.e. Price Bid will be opened in the respect of only those Tenderers whose Part-I i.e. Techno-Commercial Bid is found to be acceptable by the Bank. Such tenderer(s) shall be intimated the date of opening of Part-II Price Bid, through valid Email confirmed by them.

#### **Important Instructions Regarding E-tender**

This is an e-procurement event of Reserve Bank of India, New Delhi. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

#### 1. Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC eprocurement portal which is free of cost. Only after registration, the vendor(s)
can submit his/their bids electronically. Electronic Bidding for submission of
Techno-Commercial Bid as well as Price Bid over the internet will be done. 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, New Delhi is not responsible for making such arrangement. (Bids
will not be recorded without Digital Signature).

# SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="https://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>

- Vendors are required to register themselves online with <u>www.mstcecommerce.com/eprocn/</u>. Register as Vendor, Filling up details, creating own user id and password→ Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

In case of any clarification, please contact MSTC/RBI, New Delhi, (before the scheduled time of the e- tender).

#### Contact person (MSTC):

I. Shri Setu Dutt Sharma, DM, MSTC,

Mobile: +91-7878055855,

e-mail: sdsharma@mstcindia.co.in

#### Contact person (RBI New Delhi):

#### Issue Department

1 Ms. Nikitha V, Manager

2. Mr. Sumit Solanki, Assistant

Phone: 011-23452320

#### **B) System Requirement:**

- i) Windows 7 and above Operating System
- ii) IE-9 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 8 update 161 and above software to be downloaded and installed in the system. (File Name Windows X86 Offline)

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level

For more details, vendor may refer to the IE Tab Settings Guide, Edge Browser and IE Tab in System Settings and FAQ available at www.mstcecommerce.com/eprocn/

- 2. (A) **Part I Techno-Commercial bid** will be opened electronically on specified date and time as given in the NIT.
  - (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, NEW DELHI. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid e-mail confirmed by them.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

#### Special Note towards Transaction fee:

4.

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. Bidders 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.

5. Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, New Delhi as advised in the NIT.

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.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender or cannot be downloaded by RBI New Delhi, the same will be deemed that the vendor has not submitted the documents. For further assistance please refer to FAQ available at <a href="https://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>.

- 6. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, NEW DELHI as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address 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. (i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders shall keep themselves abreast with any change and see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.
  - (ii) 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/eprocn/ of MSTC Ltd.
- 8 E-tender cannot be accessed after the due date and time mentioned in NIT.

#### 9. **Bidding in e-tender**

- a) Bidder(s) need to submit necessary EMD, Tender fees (IF ANY) and Transaction fees separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, New Delhi immediately after award of work.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in Vendor Login option available at MSTC website www.mstcecommerce.com/eprocn/
- d) 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 reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his/her bid (for details refer vendor guide & FAQ).
- e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. 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 "Final Submission" button to register their bid

**NOTE**:- After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and resubmit the bid, then he/she should click delete bid and resubmit the same and again click final submission

- f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

- i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Bank will form a binding contract between Bank and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise, the same will not be accepted by the system.
- k) Bank 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.
- 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/her acceptance of terms & conditions for the tender.
- m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- 10. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
- 11. No deviation to the technical and commercial terms & conditions are allowed.
- 12. RBI, New Delhi has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> of MSTC Ltd.
- 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 The bid will be evaluated based on the filled-in technical & commercial formats.
- 16. 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 by the Bank.

# (Section I to VII)

Place

# **Section I -Form of Tender**

Place
Date
The Regional Director Reserve Bank of India, 6, Sansad Marg, New Delhi
Dear Sir,
We have carefully examined the specifications, general instructions and special conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site/s of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Part II (Price Bid) and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderer(s) and special conditions by and in all other respects, in accordance with such conditions in so far as they may be applicable.
Dated this day of 2025. For and on behalf of M/s
(Signature with seal)
Name
Designation

#### **MEMORANDUM**

(a)	Description of works	Supply of sufficient number of adult
		and able-bodied labourers for
		handling of coin bags and note boxes
(b)	Estimated cost (Per annum)	₹ 53.72 Lakhs
(c)	Earnest Money	₹ 1,07,440/-
(d)	Mode of deposit of Earnest Money	a) ₹ 1,07,440/- to be deposited only
	Wode of deposit of Earliest Money	through NEFT in favour of Reserve
		Bank of India, New Delhi in the A/c
		186003001 & IFSC -
		RBIS0NDPA01.
		b) EMD can also be submitted in the
		form of Demand Draft/ Banker's
		Cheque or Bank Guarantee issued
		by a Scheduled Bank drawn in
		favour of the Reserve Bank of
		India.
(e)	Execution of scope of works	Two years (at the quoted rates with effect
		from April 01, 2025 to March 31,2027).

- 2. I / we also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part-I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and me / us in writing.
- 3. Should this Tender be accepted, I / we or my successors, or assignees or nominees hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees

such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

- 4. 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 therefor.
- 5. The Tender is submitted through e-tendering process in two parts, i.e., Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated thisday of2025.	
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 Instructions to tenderer(s) and Special Conditions of Contract (To be read in relevance to e-tendering process only)

#### 2.1 Scope of Work

The tenderer shall supply sufficient number of adult and able-bodied labourers/mazdoors, as specified in requisition for:

- Loading, unloading, weighing, carting, stacking of coins packed in bags and also for miscellaneous incidental items of work in the premises of India Government Mint, Noida / RBI, New Delhi or any Premises identified by the Bank.
- ii. For loading, unloading, stacking of full notes boxes in the premises of the RBI, New Delhi, Railway stations/Airports or any premises identified by the bank.

#### 2.2 Eligibility for the tenderer

The tenderer must be a reputed, experienced and license holder Labour Contractor having:

- i. The bidder must have at least three years' experience (ending month of March prior to bid opening i.e., March 31, 2024) of similar type of services to Central/ State Government/ PSUs/ Nationalized Banks/ Reputed organisations. Services rendered with list of such Central/ State/ PSUs / Nationalised Banks/Reputed organisations with duration of service shall be furnished.
- ii. The bidder must have successfully executed/completed similar services over the last three years i.e., the current financial year (i.e., April 01,2024 to March 31,2025) and the last three financial years (i.e., April 01,2021 to March 31,2024):
  - a) Three similar completed services each costing not less than the amount equal to 40% (forty per cent) of the estimated cost (i.e., Each individual completed similar service under an individual contract should not be less than ₹ 21,48,800/- ); or
  - b) Two similar completed services each costing not less than the amount equal to 50% (fifty per cent) of the estimated cost (i.e., Each individual completed similar service under an individual contract should not be less than ₹ 26,86,000/-); or

c) One similar completed service each costing not less than the amount equal to 80% (eighty per cent) of the estimated cost (i.e., Each individual completed similar service under an individual contract should not be less than ₹ 42,97,600/-)

#### Note:

"Similar Services" will mean services provided by the tenderer for supply of Labourers/Mazdoors for handling note boxes / coin bags to Central/ State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. The decision of Reserve Bank of India, New Delhi on whether the past work experience of any tenderer qualifies as work of similar nature or not as necessitated under Eligibility Criteria given in the tender document shall be final and binding on all the tenderers.

- iii. Minimum average annual turnover of at least 30% of estimated cost of the contract i.e., ₹ 16,11,600/- during each of the last three years, ending 31st March of the previous financial year (i.e., March 31, 2024), duly supported by audited financial statements.
- iv. Positive net worth as per the latest audited balance sheet. The tenderers shall submit solvency certificate duly certified by the bank.
- v. The tenderer shall have Permanent Account Number (PAN) and GSTN number, as applicable to discharge the duties.
- vi. In case of successful award of the contract, the tenderer shall have an Office/ local representative within Municipal area of the Regional Office of the Bank for execution of the contract.
- vii. The tenderer shall maintain an account with any of the scheduled commercial bank.

  The name of the bank and nature of account maintained should be furnished to the Bank.
- viii. The successful tenders shall supply minimum of 15 to 19 number of adult and ablebodied labourers/mazdoors at each location.
- ix. The Contractor should possess a valid license issued by the Assistant Labour Commissioner, Government of India as provided under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulations and

Abolition) Central Rules, 1971.

**Note**: The tenderers shall submit documentary evidences in support of their claims of possessing the required qualification/ eligibility. Further, if the quality of the services rendered by the bidder is found unsatisfactory based on feedback reports received from other offices of RBI or Client reports or otherwise, it shall constitute ground for disqualification/ rejection of their bid.

Part II Price bid shall be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, New Delhi. Such bidder(s) shall be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.

#### 2.3 Issue and Submission of Tender

Tender for "Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes" shall be uploaded through MSTC website strictly in accordance to the procedures prescribed in "Important Instructions Regarding Etender" of this document & will be remain open to the tenderer for participation before March 20,2025 at 14:00 hrs under any circumstances whatsoever.

#### 2.3(a) Part I – Technical & Commercial/Scope of works and Commercial conditions

- a) Estimated cost of work is ₹ 53.72 Lakhs per annum, however the actual amount may vary.
- b) Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of an item of works, documents and commercial terms and conditions etc. Earnest Money shall be submitted through NEFT/Demand Draft/ Banker's Cheque or Bank Guarantee..
- c) Part-I of the tender as submitted shall contain the following unless otherwise stated separately in this document:
  - i. Earnest Money Deposit (EMD) shall be deposited through NEFT in favour of Reserve Bank of India, New Delhi in the A/c 186003001 & IFSC RBIS0NDPA01

on or before the date and time given in NIT. EMD can also be submitted in the form of Demand Draft/ Banker's Cheque or Bank Guarantee issued by a Scheduled Bank drawn in favour of the Reserve Bank of India.

- ii. Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
- iii. Any other technical information the tenderer wishes to furnish.
- iv. Performance Bank Guarantee as per format given in <u>Annex-II</u> towards security deposit to be submitted by successful tenderer within 10 days from the date of award of work.
- d) The Tenderers are advised to visit the site and get acquaint themselves of the site conditions before tendering.
- e) The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same would be considered to have been included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.
- f) All information, correspondence letters shall be addressed to The Regional Director, Issue Department, Reserve Bank of India, New Delhi.

#### 2.3(b) Part II - Price Bid

- a) The Tenderers are advised to visit the site/s of work/s / activities, viz. Bank premises (i.e., RBI, New Delhi), railway stations, India Govt. Mint, Noida and acquaint themselves with the site conditions before submission of tender.
- b) This part shall contain prices in <u>Indian Rupees only</u> and shall be opened for only those tenderers who fulfill the minimum eligibility criteria and have a satisfactory track record of providing similar services at other RBI Offices or other organizations. Changes of terms and conditions and technical deviations, if any, found in Part II of the tender will not be

considered and such tender will be treated as null and void. Date and time for opening of Part -II shall be informed to eligible tenderers separately through e-mail provided by them.

- c) Rates should be quoted in <u>Indian Rupees only</u>. No request for any change in rate or conditions after the opening of part II tender will be entertained.
- d) The rates quoted shall be firm and binding without any **escalation** whatsoever for the entire Contract period.

#### 2.4 Opening of Tender

The Bank shall open the Tender electronically on the notified date.

#### 2.5 Pre-Bid Meeting

- 2.5.1 A pre-tender briefing meeting of the intending tenderers will be held on March 07,2025 at 10:00 hrs at the Conference Room, Issue Department, RBI, New Delhi to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. It is recommended that all interested tenderers attend the Pre-Bid meeting in their own interest.
- 2.5.2 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 and time of Pre-bid meeting, submit the queries to the RBI, via e-mail ID at <a href="mailto:issuenewdelhi@rbi.org.in">issuenewdelhi@rbi.org.in</a> or 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.
- **2.5.3** Any tender received with any deviation/ Condition is liable for rejection. No further doubts/clarifications shall be entertained after the pre-bid meeting.

#### 2.6 Validity of Tender

The tender shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part -I of tender and shall be extended by such period as may be mutually agreed to. In case of withdrawal of tender by the tenderer during the period, the Bank shall forfeit the Earnest Money Deposit. The rates quoted by the tenderer shall remain firm during

the period of contract i.e., April 01, 2025 to March 31, 2027.

#### 2.7 Lowest Tender Not Necessarily to Be Accepted

- **2.7.1** The Bank is not bound to accept the lowest or any tender and reserves the right to reject any or all the tenders, either in whole or in part, without assigning any reason.
- 2.7.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of any incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may decide to modify/withdraw the tender.

#### 2.8 Earnest Money Deposit

- 2.8.1 Interested tenderers shall pay as Earnest Money Deposit(EMD), a sum of ₹ 1,07,440/- to be deposited through NEFT/Demand Draft/ Banker's Cheque or Bank Guarantee on or before the date and time given in NIT. If the Tenderer, after submission of the tender, deviates from his/their offer or modifies the terms and conditions thereof, such tenders shall be liable to be cancelled and the EMD shall be liable to be forfeited. Bank will not pay any interest on EMD.
- 2.8.2 EMD submitted through NEFT should reach us before 12:00 hrs on March 20,2025. In case the EMD is submitted through Demand Draft/ Banker's Cheque or Bank Guarantee, the original instrument should be sent to us sufficiently in advance to reach us before 12:00 hrs on March 20, 2025. A scanned copy of the physical instrument should also be sent to us through email id <a href="issuenewdelhi@rbi.org.in">issuenewdelhi@rbi.org.in</a> before 12:00 hrs on March 20, 2025. In case the physical EMD instrument (Demand Draft/ Banker's Cheque or Bank Guarantee) is not received by us or the scanned copy of Demand Draft/ Banker's Cheque or Bank Guarantee towards EMD is not received by us through email before 12:00 hrs on March 20, 2025, the tender shall be considered to be rejected.
- **2.8.3** Any tender without depositing the EMD is liable to be rejected. Further, in case any tenderer submits EMD after the date and time indicated in the NIT, its tender will be considered null and void and will not be considered for opening of Part I.
- 2.8.4 The EMD of successful tenderer shall stand discharged on production of a

Performance Bank Guarantee of ₹ 2,68,600/- towards Security Deposit within 10 days of award of work in the enclosed format (Annex II) as per details given on para 2.10 of this tender document.

- **2.8.5** Earnest Money deposit of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier.
- **2.8.6** Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the EMD will be discharged.
- **2.8.7** Should the successful Tenderer fail to furnish the Security Deposit in the form of PBG, the EMD submitted by the tenderer shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

#### 2.9 Commencement / Renewal

- (i) On receipt of intimation from the Bank of the acceptance of his / her tender, the successful tenderer shall be bound to execute and implement the contract. The successful tenderer shall sign an agreement with the Bank within a week in accordance with the conditions in tender document and the schedule of rates. The cost of stamp paper will be borne by the successful tenderer.
- (ii) Contract shall be valid for two years at a time (i.e. 1<sup>st</sup> April,2025 31<sup>st</sup> March,2027) which can be extended by the Bank at its opinion for a further period of one year with/ without any variation in the terms and conditions, subject to satisfactory performance of the contractual terms and conditions, as acceptable to the Bank during the intervening period. Thereafter fresh bidding for the new tender for the said service may be undertaken.
- (iii) When the period of the contract is about to expire, the matter of extension of the contract may be considered by the Bank. Three months before the expiry of the existing contract, the contractor shall provide in writing to the Bank, whether he is willing to renew the contract for a further period on the existing terms and conditions.
- (iv) In case of an increase in charges solicited by the contractor for renewing the contract,

the Bank may examine the reasonableness of the increase solicited and may, at its opinion, undertake negotiation with the contractor regarding the increase solicited.

#### 2.10 Performance Bank Guarantee

- 2.10.1 A Performance Bank Guarantee (PBG) for an amount equal to 5% of the contract value i.e.,₹ 2,68,600/- shall be deposited within 10 days after the issue of notification of award by RBI.
- 2.10.2 The PBG shall be valid for the entire period of currency of contract for due fulfilment of the contractual obligations by the contractor. Submission of PBG shall be ensured as stipulated in the tender. If the contract is renewed, the contractor will arrange to provide an extended Performance Bank Guarantee accordingly.
- **2.10.3** In case of delays in submission in unavoidable circumstances, charges for the delay in submission of PBG shall be recovered from the bills of contractor at Bank rate.
- **2.10.4** No interest shall be payable on the amount of PBG.
- 2.10.5 Upon increase in the value of contract due to increase in the number of note boxes / coin bags handled, the Bank reserves the right to increase the amount of bank guarantee and the contractor shall provide bank guarantee of additional amount.

#### 2.11 Duties of the contractor:

It shall remain the contractor's responsibility to successfully execute the contract till the completion of validity period. In case contractor fails to deliver the assigned work, his/her PBG shall be invoked. Further, the contractor has to indemnify the Bank from any type of loss due to any negligence on their part and for which the Bank is not responsible.

(i) The Contractor shall, at all times during the Contract Period, within twelve hours from the receipt of written or verbal requisition to the effect from the General Manager / Deputy General Manager-in-Charge, Reserve Bank of India, Issue Department, New Delhi or any of his/her subordinate officer(s), supply as many able bodied mazdoors/ labourers as may be required for handling coin bags and note boxes and also for miscellaneous incidental items of work in the RBI, New Delhi, India Government Mint or RBI Vault, Noida as may be specified in the notice.

- (ii) The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on a day / days declared as Public Holiday/s under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant statute / provision applicable in this respect.
- (iii) On urgent occasions/cases the contractor shall comply with the request to provide mazdoors in sufficient number at short notice of three hours. The decision regarding any occasion/case being urgent shall rest with the Bank and it shall be sufficient for the purpose of this contract that the Bank has conveyed such notice and identified it as urgent. The Contractor shall comply with the same and act accordingly. The loading and unloading of Coin Bags and note boxes shall usually be carried out in a closed area i.e. the safety-yard.
- (iv) The contractor shall not assign the contract onwards. He/She shall not sublet any portion of the contract except with the prior written consent of the Bank. In case of breach of this condition, the Bank may rescind the contract and forfeit the PBG.
- (v) The Contractor shall make good and reimburse to the Bank any damage or loss sustained by reason of any defect(s) caused due to inability /activity of mazdoors or deployment of insufficient mazdoors by the Contractor or from any incompetence, negligence or defect or delay in weighing, loading, unloading, storing, carting, packing, unpacking, carrying and delivering the coin bags/note boxes or by reason of any act of dishonesty or fraudulent conduct on his/her part or on the part of mazdoors or other personnel engaged by the Contractor.
- (vi) The Bank shall have the right to direct the contractor not to engage the services of any mazdoor /worker who are incompetent and/or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the Contractor to stop engaging the services of any workers / mazdoors who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such direction from the Bank, the contractor shall immediately stop engaging the services of such workers / mazdoors for carrying out the aforesaid works in the Bank. If the contractor fails to comply with the direction of the Bank, the Bank may impose

penalty of Rs.500/- (Rupees Five Hundred Only) per person per day for the period of such non-compliance. In case of sustained non-compliance or frequent recurrence, the Bank may cancel the contract and invoke the PBG. In case of any difference of opinion between the Contractor and the Bank regarding the incompetence /negligence/ dishonest/ fraudulent conduct of any mazdoor/worker, the decision of the Bank shall be final and binding on the Contractor.

- (vii) The Contractor shall take suitable liability insurance cover for personal injuries likely to be suffered by the labourers engaged by him in connection with the contract and he/she shall ensure that the insurance cover is always kept alive during the currency of this agreement. The General Manager / Deputy General Manager-in-charge, Issue Department shall have the right to call upon the Contractor to furnish the insurance policies so purchased and verify, examine or scrutinize the same to satisfy himself about the adequacy of the insurance cover taken by the Contractor. If the General Manager / Deputy General Manager-in-charge, Issue Department determines that the insurance cover is not sufficient (amount) or does not cover all the risks to which employees / mazdoors are exposed having regard to the risk involved in the work of the contract employees, the Contractor shall purchase insurance cover for the additional amount as well as for the risks not covered in the existing insurance policy to make up for the insufficiency so determined by the General Manager/ Deputy General Manager-incharge, Issue Department failing which the Bank may purchase insurance for the additional amount and / or additional risks. The Bank shall recover the expenses incurred in this regard by the Bank from the Contractor. The Bank shall not be liable to make any payments to the mazdoors/workers/labourers or to the Contractor in this regard.
- (viii) The Contractor shall furnish a list containing the names of the mazdoors, supervisors or other employees / officials who shall be associated with carrying out of the work subject of this agreement immediately after receipt of the letter from the Bank regarding awarding of the contract. The Contractor shall also furnish photographs, residential addresses, permanent addresses and character certificates of the mazdoors, helpers, supervisors or other employees / officials referred to above. The Contractor shall get the antecedents and character of all the mazdoors, helpers, supervisors or other employees / officials verified by the Police Department before the commencement of the contract.

- (ix) The Contractor shall ensure that all the works/activities are carried out in a proper, careful, expeditious and workman-like manner. The complete works/activities should be carried out without causing any damage to the Note boxes and Coin Bags.
- (x) The supervision and control of the contract labour engaged for discharge of the work under this agreement shall be done by the Contractor. The maintenance of record / muster for marking the presence / absence of contract labour shall be the responsibility of the Contractor and such record /muster shall always be under the control of the Contractor.
- (xi) The Contractor shall maintain, at all times during this contract, discipline among the contract labour and administer issues related to leave or absence. The Contractor shall also issue Photo Identity Cards and common dresses having signage of the company to all the mazdoors and other personnel which may be associated with the discharge of the work/s subject of this agreement.
- (xii) The contractor will adhere to the relevant provisions of IS policy of the Bank.
- (xiii) The contractor shall supply minimum of 15 to 19 number of adult and able-bodied labourers/mazdoors at each location. The Bank reserves the right to increase the number of adult and able-bodied labourers/mazdoors whenever required.

#### 2.12 Payments and Taxes

- (i) The payment shall be made on monthly basis.
- (ii) The Contractor shall be paid charges for services rendered at the rates mentioned in the Schedule to this Agreement. The said charges offered are fixed and cannot be enhanced on any ground for the entire contract period and no additional charges shall be claimed by the Contractor. The prices quoted shall be inclusive of all taxes, duties, local levies, work contract tax, GST or any other taxes as applicable imposed by Central /State Government/Local Bodies at extant rates. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the bank afterwards.
- (iii) The Bank reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other

means.

- (iv) All compensations or other sums of money payable by the Contractor to the Bank under the terms of the contract shall be deducted from the dues payable or becoming payable to the Contractor or by invoking the Performance Bank Guarantee as deemed fit by the Bank.
- (v) In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director/Officer-in-charge, Reserve Bank of India, New Delhi shall be final and binding to on both parties.

#### 2.13 Right of the Bank

- **2.13.1** The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.
- **2.13.2** The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability and/or assigning any reason thereof.
- 2.13.3 In case of two or more tenderers becoming lowest, i.e., quoting the same amount, Bank reserves the right to obtain discount on already quoted amount in sealed envelope from such tenderers and lowest among the quoted rates received through sealed envelope will be considered as L-1.
- 2.13.4 The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.
- 2.13.5 The Contractor or its agents / workers / drivers committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof.

**2.13.6** Without prejudice to above, the Agreement can be terminated with a notice of three months on either side, during the Agreement period.

#### 2.14 Force Majeure

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

#### 2.15 Disclaimer

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

#### 2.16 Disqualification / Termination/ Penalty

2.16.1 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 getting blacklisted for a period of minimum one year extendable to 3 years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.

- **2.16.2** 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.
- 2.16.3 In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of labourers/mazadoors or any breach of instructions of the contract, considered by the General Manager/Deputy General Manager-in-Charge, Issue Department, Reserve Bank of India, New Delhi to be grave enough to attract penalty, the aforesaid General Manager/ Deputy General Manager-in-Charge in consultation with Regional Director/Officer-in-charge may impose a fine not exceeding Rs. 5,000 (Rupees five thousand only) on the contractor.
- 2.16.4 In all cases where the contractor has been levied a cumulative penalty of five percent of the total contract value, the extension beyond the initial period of two years may not be considered.

#### 2.17 Compliance with Statutes

The contractor shall abide by all relevant laws in force in the country and state(s) concerned. The contractor shall indemnify the Bank from all types of legal implications due to any negligence on their part and for which the Bank is not responsible.

- (i) The bidder must ensure adherence to various statutory provisions relating to labour, taxation, workmen safety, child and women labour, employment reservations etc. The bidder must be registered under appropriate authorities i.e must be registered with GST authorities/Income Tax/PAN/EPF/ESI authorities/Indian Registration Act 1908/Labour licence etc
- (ii) The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC),

payment of Gratuity under Payment of Gratuity Act, 1972, Contract Labour (Regulation & Abolition) Act, 1970 to their deployed Workmen/labourers as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments.

- (iii) The Workmen/labourer should be paid the minimum wages under the Minimum Wages Act, 1948 and rules made thereunder. Besides, the workmen/labourers should be given Employees Provident Fund as per EPF Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid PF Account for making PF Contribution for its workmen/labourers. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to cancel the contract. The Contractor shall maintain all records and legal documents up dated as per prevailing statute and have to produce before the management / statutory authorities as and when asked for.
- (iv) The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.
- (v) The wage period has to be fixed by the Contractor and it should not exceed one month. The contractor shall submit the salary disbursement statements against the signature of its employees assigned for the Bank's work for verification by the Bank on quarterly basis. If payment is made in cash, it should be in presence of the Bank's official under his/ her signature. Alternatively, employees' bank account may be credited and bank statements indicating payments may be submitted.
- (vi) The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the employees provided by the contractor to fulfil the duties assigned to him. In the event of the Bank as the Principal Employer being required/ called upon to pay any amount to the employees of contractor to lapse or default on his/ her part in discharging his/ her obligation 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 the contractor.
- (vii) The contractor shall be solely responsible for full compliance of the provision of the Sexual Harassment at workplace (Prevention, Prohibition and Redressal) Act, 2013 by any mazdoor or other persons deployed by him/her for execution of the contract. In case of any complaint of sexual harassment against its employees/ labourer within the premises of Reserve Bank of India, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and he/ she shall ensure taking proper action under the Act in respect to the said complaint. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- (viii) 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.
- (ix) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.

#### 2.18 Confidentiality Statement and Non-Disclosure Clause

- 2.18.1 The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
- **2.18.2** The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
- 2.18.3 This Tender Document does not purport to contain all the information each tenderer may require.
- 2.18.4 This tender document may not be appropriate for all persons, and it is not possible for

- the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.
- 2.18.5 Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.
- 2.18.6 The Bank and its employees make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the tender document.
- 2.18.7 The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligation in connection with this agreement, to any third party and shall at all times hold the same in the strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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 the obligation of nondisclosure of confidential information under this agreement is fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reasons.

#### 2.19 Corrupt or Fraudulent Practices

- (i) The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:
- a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:

- (i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) "Obstructive practice": materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or by impeding the Procuring Entity's rights of audit or access to information

- b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;
- c) may declare a tenderer ineligible, either indefinitely or for a stated period, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.
- (ii) The Bank's decision in this regard would be final and binding on the Contractor.

#### 2.20 Workmen Safety and Insurance

- a) The contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works.
- b) The contractor shall take out and maintain, at their own cost but on terms and conditions approved by the Bank, insurance against the risks, and for the coverage, as shall be specified in the contract. The insurance policy submitted by the vendor may reflect the name of RBI and the name of the above work for which the insurance was taken.
- c) The contractor shall provide and ensure sufficient protection gears like safety shoes, hand gloves etc. are being used by their workers while carrying out works.
- d) The Bank shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.
- e) The quoted rates shall not be less than the minimum wage fixed/notified by the state Government and shall include all statutory obligations.
- f) The contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Bank shall not be liable for any dues for availing services of the personnel.

The contractor shall ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Bank. The contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

#### 2.21 Dispute Resolution Mechanism & Arbitration

- a) If a dispute of any kind arises between the Bank and the contractor/counterparty in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate/engage in amicable discussions.
- b) If an amicable settlement is not forthcoming within the aforesaid period, then the dispute shall then be referred to and finally resolved through arbitration or conciliation as per the Arbitration and Conciliation Act 1996, as amended from time to time. The award passed by the arbitrator shall be binding on the parties and shall apply to the contract.
- c) Jurisdiction and Governing Law: The agreement shall be subject to the jurisdiction of the courts at Delhi. The agreement is governed by the laws of India.

#### 2.22 Documents required

All the bidders are required to include the following information and documents with their bids:

- 1. Copies of original Registration Certificate documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/registrations:
  - a.GST registration certificate
  - b.PAN
  - c.Copies of EPF, ESI, Labour License
  - d.Copy of valid license under the private security Agencies(Regulation) Act, 2005 or

- 2. Total monetary value of Services performed for each of the last five years.
- 3. Copies of work orders and experience in Services of a similar nature and size for each of the last three years, and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
- 4. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources)
- 5. Audited financial statements for the last three years (Copies of the Profit and Loss statements along with Balance Sheet for the concerned period)
- Bank account details.
- 7. Authority to seek references from the bidder's bankers.
- 8. Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned, and disputed amount and
- 9. Proposals for subcontracting components of the Services (if any) amounting to more than 10(ten) percent of the Contract Price.

#### 2.23 Scrutiny/Evaluation

The tenders comprising two parts i.e., Part I on "scope of work and commercial conditions" and Part II on "Price Bid" shall be submitted through online bidding portal comprising of:

- (i) The tenders, comprising of two parts will be submitted by the tenderers. Part I comprising **scope of work and commercial conditions** to be submitted through online bidding portal comprising of:
  - a. Earnest Deposit Money in the form of NEFT for ₹ 1,07,440/- . No interest shall be paid on this deposit. EMD can also be submitted in the form of Demand Draft/ Banker's

Cheque or Bank Guarantee issued by a Scheduled Bank drawn in favour of the Reserve Bank of India.

- b. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- c. Documentary evidence and documents required to be submitted under the tender.
- d. Undertaking stating that the tenderer is not willful defaulter to any bank/financial institution and there is no criminal case against the company/person
- e. Masked Indicative Price Bid listing all the components as per Price Breakup Schedule without indicating any prices.
- f. Any other information the tenderer wishes to furnish.
- (ii) Part-II comprising **Price Bid** of the tender to be submitted comprising of prices in Indian Rupees only with detailed break-up of price both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and deviations, if any, found in Part II of the tender will not be considered and will be treated as null and void.
- (iii) Part I of the tenders shall be opened in the presence of tenderers or their authorized representatives, who choose to be present.
- (iv) The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document, the tenders which do not meet the basic requirements, conditions etc. as prescribed in the tender document, are liable to be treated as unresponsive and ignored.
- (v) The tenders are advised to visit the site/s of work/s/activities, viz. Bank premises (i.e., RBI, New Delhi), railway stations, India Govt. Mint, Noida and acquaint themselves with the site conditions before submitting bids.
- (vi) Price Bid (Part-II) of only such of those tenderer(s), who are found eligible after scrutiny of their Part -I of the tenders will be opened on subsequent working day or any future date informed by the Bank.

- (vii) The Bank will award the contract to the tenderer whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has offered the Bid Price reasonable to the estimates considering the values of all the component of the contract for arriving at L1.
- (viii) Lowest among the quoted rates will be considered L-1 and work will be awarded to them. However, keeping in view the sensitivity of the work, the Bank shall be at liberty to not accept the lowest bid or any tender and reserves the right to reject any or all the tenders at any stage of the tendering process, either in whole or in part, without assigning any reason.
- (ix) In case of two or more tenderers becoming lowest, i.e., quoting the same amount, then discount on already quoted amount shall be obtained in sealed envelope from such tenders and lowest among the quoted rates will be considered L-1.

#### Other Important Instructions

#### 2.24 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 <a href="www.rbi.org.in">www.rbi.org.in</a> and MSTC website 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.

#### 2.25 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 (with prior permission of RBI) and acquaint herself/himself with all local conditions, nature of the work and all matters pertaining thereto.

#### 2.26 Signing of Bid, Power of Attorney

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.

## 2.27 Undertaking /Declaration/Certification by the Bidder regarding country sharing land border with India

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23,2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory.

In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annex-III). If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

I / we hereby declare that I / we have read and understood the above instructions for the guidance of tenderers and contents of the standard agreement and accept the same.

Signature of the Tenderer	
Address	SEAL
Witness	
1. Signature:	
Name:	
Address:	

_		
2.	Signatura:	
۷.	Signature:	

Name:

Address:

#### Section III

#### 3.1.1 Scope of Works

The scope of works/activities involves providing of

- a) sufficient number of adult and able-bodied mazdoors for moving (loading, unloading, weighing, carting, stacking) of packed coin bags from vault entrance of IG Mint, Noida to adjacent RBI vaults within the Mint premises, unloading and stacking of packed coin bags therein; and / or sufficient number of adult and able-bodied mazdoors for loading, moving, unloading of packed coin bags into transport vehicles in IG Mint, Noida and stacking them therein.
- b) sufficient number of adult and able-bodied mazdoors for loading, unloading, weighing, carting, stacking of coins packed in bags and also for miscellaneous incidental items of work in the premises of the RBI, New Delhi or any Premises identified by the Bank.
- c) sufficient number of adult and able-bodied mazdoors for loading, unloading, stacking of full notes boxes in the premises of the RBI, New Delhi, Railway stations/Airports or any premises identified by the bank.
- **3.1.2** The above works/activities have to be carried out in a proper, careful, expeditious and workman-like manner. The complete works/activities should be carried out without causing any damage to packed currency note boxes / coin bags. The use of mechanized tools like forklifts / stackers, trolleys, etc. for lifting, stacking, moving coin bags are permitted and the cost of such equipment and their maintenance shall be borne by the Contractor.
- **3.1.3** The operations to be entrusted to the Contractor will be time-critical. Therefore, the contractor should supply sufficient and adequate number of mazdoors. The Contractor shall supply adequate number of adult and able-bodied mazdoors as specified to carry out movement of packed currency note boxes / coin bags with least possible delay.
- **3.1.4** The weight of packed currency note boxes vary from 85 kg to 115 kg each depending upon denominations and coin bags vary from 6 kg to 20 kg depending upon denominations. The empty wooden /steel boxes vary from 5 kg to 19 kg.

- **3.1.5** The Tenderers are advised to visit the site of work/s viz. Bank premises (i.e., RBI, New Delhi), railway stations, India Govt. Mint, Noida and acquaint themselves with the site conditions before tendering.
- **3.1.6** The details of works/activities for the purpose of quoting rates (separately in Part II Price Bid) are as follows:

#### A) Work Activity in IG Mint, Noida:

- 1. Moving the packed coin bags from IG Mint vault entrance to adjacent RBI vaults within the Mint premises, unloading and stacking them therein.
- 2. Moving the packed coin bags from vault areas at IG Mint, Noida and loading them in covered transport vehicles and stacking them therein.

#### B) Work Activity in RBI, New Delhi:

#### I. Works involved in Activity A, i.e., from railway station to Bank's office:

- 1. Unloading packed currency note boxes/coin bags from wagons at New Delhi/ Nizamuddin Railway station or any other railway station.
- 2. Loading the above boxes/coin bags in sufficient number of covered vehicles. as specified above.
- 3. Unloading the boxes/coin bags in the safety yard at the basement of the Bank.
- 4. Moving the boxes to the weighment area inside the basement of the Bank and facilitating weighment of boxes.
- 5. Moving the boxes/coin bags after weighment (in case of boxes) to the specified location in the vaults of the Bank.
- 6. Stacking the boxes/coin bags in vault areas as indicated by the Bank's officials.
- 7. Opening of sacks containing coin bags and stacking the coin bags whenever coin bags are received in sacks.

#### **Explanation:**

- (i) The number of boxes in each trip from railway station to the Bank premises may vary up to 500 note boxes.
- (ii) The total number of boxes in a year are estimated to be about 12970 boxes and 100 coin bags comprising of various denominations.

## II. Works involved in Activity B, i.e., from Bank's office to Currency chests within NCR of Delhi

- 1. Moving the packed note boxes from vault areas to the weighment area in the basement of the Bank's premises and facilitating weighment of boxes
- Loading the above boxes after weighment in covered vehicles in the safety yard at the basement of the Bank
- 3. Moving the packed coin bags from vault areas and loading them in covered vehicles in the safety yard at the basement of the Bank

#### Explanation:

(i) The number of boxes in one activity or each trip from Bank's office to currency chests may vary from 100 to 150 note boxes. The total number of boxes in a year is estimated to be about 12644 boxes and 100 coin bags comprising of various denominations

## III. Works involved in <u>Activity C,</u> i.e., for handling note boxes/coin bags within the Bank's premises including unloading of remittance received from currency chests

- Deputing required number of mazdoors to the Bank's premises for lifting, relocating and stacking note boxes in different locations within the Bank's premises as directed by the Bank's officials.
- 2. Deputing required number of mazdoors to the Bank's premises for lifting, relocating and stacking coin bags within the Bank's premises.
- 3. Unloading boxes filled with soiled note from vehicles, facilitating weighment and stacking them in vault.

#### **Explanation:**

- (i) The number of boxes on an average may vary from about 250 to 300 note boxes and the number of coin bags when required to shift may vary from 200 to 500 bags.
- (ii) The total number of days are estimated to be 200-250 days in a year for boxes.

## IV. Works involved in <u>Activity D</u>, i.e., for handling empty note boxes within the RBI's premises in basement

1. Removal of empty wooden boxes / steel boxes from vaults in RBI to storage area in the Bank's premises as decided by the RBI's officials and stacking them neatly.

#### **Explanation**:

- (i) The number of empty boxes/steel boxes on each day on average will be about 50 to 100 boxes.
- (ii) The total number of days are estimated to be 200 days in a year.
- **3.7** The costs to be included while quoting rates are for all the above activities including providing mazdoor and their employment benefits and also tools, to be used.
- **3.8** The tenderer/s should quote rates for all items of work as specified under Part II and no part item of work will be contracted.
- **3.9** The Contractor or his authorized representative should be present to supervise the work of mazdoors and should remain in the RBI as long as the work under the contract is in progress.

**NOTE:** Tender/s is/are strictly advised to <u>NOT TO QUOTE</u> rates/prices in this part. Tender/s found to be with rates / prices is/are liable for rejection. Tender/s is/are, therefore, advised to quote the rates / prices in a separate part, i.e., Part II – Price Bid only.

Signature of	the Tenderer
Address	
SEAL	
Date	
Place	

# SECTION IV PART-I-TECHNICAL BID

#### **BID FORM**

## (Note- To be filled in the e-Tendering portal)

Sr.	Particulars	Informat	tion submitte	d by the
No			Bidder	
1.	Name of the Tenderer			
2.	Whether the tenderer is a company, partnership firm or proprietary concern			
3.	Name and designations of the persons who are authorized to execute the contract.			
4.	Registered address and contact address of the Company/Partnership/Firm/ Proprietorship Concern			
5.	Telephone Number (s)	Office	Residence	Mobile
6.	E-mail ID			
7.	Fax Number			
8.	Address of the Office/Local representative of the Tenderer within National Capital Territory(NCT) of Delhi			
9.	Experience in undertaking similar work (No. of years) (Client Certificates are to be attached)			
10.	Bank A/c Details:- Name of the Bank Branch Address			

	Nature of Account	
	Account Number	
	IFSC Code	
11.	Permanent Account Number	
12.	GSTIN	

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

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

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

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

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

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

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

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

## 16. Details of Earnest Money deposited through NEFT/Demand Draft/ Banker's Cheque or Bank Guarantee

NEFT Details: IFS Code - RBIS0NDPA01 ('0' is Zero at both places)
A/c No. 186003001 (Earnest money deposit received A/c)
a. Amount:
b. NEFT/DD/BG Reference No
c. Date:
d. Issued by Name of bank branch/address:
17. Declaration
a. All the information given by me/us are true and correct to the best of my/our knowledge and belief
and if any of them is subsequently proved to be wrong/incorrect, the Bank is free to take any
penal action it may deem fit.
b. I/we understand that our tender is liable for rejection at any stage if any information furnished
by me/us is found to be incorrect/wrong and the decision of the RBI in this regard will be final.
Name of the Authorized Official of the Company/Partnership/Firm/ Proprietary Concern: Signature (With Seal of the Company/Partnership/Firm/ Proprietary Concern):
Date:
Witness:
1.Signature:
Name:
Address:
2.Signature:
Name:
Address:

## Section V ARTICLE OF AGREEMENT

## (To be entered with successful Tenderer)

THIS AGREEMENT, made at New Delhi on thisof
between the Reserve Bank of India, a Body Corporate established under the Reserve
Bank of India Act, 1934 hereinafter referred to as the "Bank" and represented by the
General Manager, Issue Department, Reserve Bank of India, New Delhi (which expression
shall include his/her successors in office) of the ONE PART and
(Name of the
Contractor) carrying on business as sole Proprietor/Partner/Director of M/s.
having its principal place of business athereinafter referred to as the
"Contractor" (which expression shall include his heirs, legal representatives, successors)
of the OTHER PART.
WHEREAS, the Contractor has, vide tender no dated
tendered for Supply of sufficient number of adult and able-bodied labourers for
handling of coin bags and note boxes for a period of two years from April 01, 2025 to
March 31, 2027 (both days inclusive) at the rates and on the terms specified in the tender
read with the schedules thereto annexed.
AND WHEREAS, as per the terms of the Tender, the parties have agreed to enter into an
agreement herein contained on the following terms and conditions.
NOW, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:
Commencement / Renewal
1. This AGREEMENT is made for a period of two years from April 01, 2025 to March 31,
2027 (both days inclusive).
2. The terms and conditions of tender No dated shall be
regarded as part and parcel of this Agreement and are not repeated herein for the sake of
brevity.

- 3. This agreement is renewable for further period of one year, as per Bank's discretion, with/ without any variation in the terms and conditions, subject to satisfactory performance of the Contractor.
- 4. When the period of the contract is about to expire, the matter of extension of the contract may be considered by the Bank. The Contractor shall provide in writing to the Bank, three months before the expiry of the existing contract, whether he is willing to renew the contract for a further period of one year on the existing terms and conditions.

#### **Security Deposit / Performance Bank Guarantee**

- 5. The tenderer(s) shall furnish to the Bank an irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank for a sum of ₹ 2,68,600/- in favor of the Bank.
- 6. 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.

#### **Duties of the contractor**

- 7. It shall remain the contractor's responsibility to successfully execute the contract till the completion of validity period. In case contractor fails to deliver the assigned work, his/her PBG shall be invoked. Further, the contractor has to indemnify the Bank from any type of loss due to any negligence on their part and for which the Bank is not responsible.
- 8. The Contractor shall, at all times during the Contract Period, within twelve hours from the receipt of written or verbal requisition to the effect from the General Manager / Deputy General Manager-in-Charge, Reserve Bank of India, Issue Department, New Delhi or any of his/her subordinate officer(s), supply as many able bodied mazdoors/ labourers as may be required for handling coin bags and note boxes and also for miscellaneous incidental items of work in RBI, New Delhi, India Government Mint or RBI Vault, Noida as may be specified in the notice.
- 9. The notice so given shall be complied with, even if it requires working beyond ordinary business hours or on a day / days declared as Public Holiday/s under the Negotiable Instruments Act, 1881 including Saturday and Sunday or any other extant statute /

provision applicable in this respect.

- 10. On urgent occasions/cases the contractor shall comply with the request to provide mazdoors in sufficient number at short notice of three hours. The decision regarding any occasion/case being urgent shall rest with the Bank and it shall be sufficient for the purpose of this contract that the Bank has conveyed such notice and identified it as urgent. The Contractor shall comply with the same and act accordingly. The loading and unloading of Coin Bags and Note Boxes shall usually be carried out in a closed area i.e. the safety-yard.
- 11. Any notice, (other than urgent notice) given under clause 11 may be countermanded by the Bank on his giving like notice of such countermand either in writing or verbally or by telephone, not less than three (3) hours before the hour fixed for supply and the Contractor shall not be entitled to any payment of remuneration and compensation in respect thereof. Further, when remittances are received beyond the scheduled time of arrival of the specified train because of their late running, the Contractor shall not be entitled to any charges on the account.
- 12. The contractor shall not assign the contract onwards. He/ She shall not sublet any portion of the contract except with the prior written consent of the Bank. In case of breach of this condition, the Bank may rescind the contract and forfeit the PBG.
- 13. The Contractor shall make good and reimburse to the Bank any damage or loss sustained by reason of any defect(s) caused due to inability /activity of mazdoors or deployment of insufficient mazdoors by the Contractor or from any incompetence, negligence or defect or delay in weighing, loading, unloading, storing, carting, packing, unpacking, carrying and delivering the coin bags/note boxes or by reason of any act of dishonesty or fraudulent conduct on his/her part or on the part of mazdoors or other personnel engaged by the Contractor.
- 14. The Bank shall have the right to direct the contractor not to engage the services of any mazdoor /worker who are incompetent and/or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the Contractor to stop engaging the services of any workers / mazdoors who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such

direction from the Bank, the contractor shall immediately stop engaging the services of such workers / mazdoors for carrying out the aforesaid works in the Bank. If the contractor fails to comply with the direction of the Bank, the Bank may impose penalty of Rs.500/-(Rupees Five Hundred Only) per person per day for the period of such non-compliance. In case of sustained non- compliance or frequent recurrence, the Bank may cancel the contract and invoke the PBG.

- 15. The Contractor shall take suitable liability insurance cover for personal injuries likely to be suffered by the labourers engaged by him in connection with the contract and he/she shall ensure that the insurance cover is always kept alive during the currency of this agreement. The General Manager / Deputy General Manager-in-charge, Issue Department shall have the right to call upon the Contractor to furnish the insurance policies so purchased and verify, examine or scrutinize the same to satisfy himself about the adequacy of the insurance cover taken by the Contractor. If the General Manager / Deputy General Manager-in-charge, Issue Department determines that the insurance cover is not sufficient (amount) or does not cover all the risks to which employees / mazdoors are exposed having regard to the risk involved in the work of the contract employees, the Contractor shall purchase insurance cover for the additional amount as well as for the risks not covered in the existing insurance policy to make up for the insufficiency so determined by the General Manager/ Deputy General Manager-in-charge, Issue Department failing which the Bank may purchase insurance for the additional amount and / or additional risks. The Bank shall recover the expenses incurred in this regard by the Bank from the Contractor.
- 16. The Contractor shall furnish a list containing the names of the mazdoors, supervisors or other employees / officials who shall be associated with carrying out of the work subject of this agreement immediately after receipt of the letter from the Bank regarding awarding of the contract. The Contractor shall also furnish photographs, residential addresses, permanent addresses and character certificates of the mazdoors, helpers, supervisors or other employees / officials referred to above. The Contractor shall get the antecedents and character of all the mazdoors, helpers, supervisors or other employees / officials verified by the Police Department before the commencement of the contract.
- 17. The contractor will be responsible for verification and identification of its workers/staff

that may be utilised for the purpose of this contract and obtain necessary security passes etc. from the Bank, before entering/ moving inside Bank's premises. This will include necessary verification/certification from police/transport authorities etc. as required by the Bank during continuance of this contract. It will be responsibility of the contractor to maintain all such verification/certification in valid and current status. A copy of the police verification of its workers utilised for the purpose of this contract should be furnished to the Bank.

- 18. The Contractor shall ensure that all the works/activities are carried out in a proper, careful, expeditious and workman-like manner. The complete works/activities should be carried out without causing any damage to the Note Boxes and Coin Bags.
- 19. The supervision and control of the contract labour engaged for discharge of the work under this agreement shall be done by the Contractor. The maintenance of record / muster for marking the presence / absence of contract labour shall be the responsibility of the Contractor and such record /muster shall always be under the control of the Contractor.
- 20. The Contractor shall maintain, at all times during this contract, discipline among the contract labour and administer issues related to leave or absence. The Contractor shall also issue Photo Identity Cards and common dresses having signage of the company to all the mazdoors and other personnel which may be associated with the discharge of the work/s subject of this agreement.
- 21. The contractor will adhere to the relevant provisions of IS policy of the Bank.
- 22. The contractor shall supply minimum of 15 to 19 number of adult and able-bodied labourers/mazdoors in each location to carry out movement of packed currency note boxes / coin bags in a single convoy with least possible. The bank reserves the right to increase the number of adult and able-bodied labourers/mazdoors whenever required.
- 23. The Contractor shall provide five (5) adult and able-bodied mazdoors for the first fifty boxes and one additional adult and able-bodied mazdoor for every subsequent fifteen boxes. It will be imperative on the part of the Contractor to have all weighing, stacking, loading, unloading and storing of treasure boxes done by mazdoors in a proper, careful, expeditious and workman-like manner. The Contractor or his authorized representative

should be present to supervise the work of mazdoors and should remain in the Bank as long as the work under the contract is in progress

#### **Payments and Taxes**

- 24. The payment shall be made on monthly basis.
- 25. The Contractor shall be paid charges for services rendered at the rates mentioned in the Schedule to this Agreement. The said charges offered are fixed and cannot be enhanced on any ground for the entire contract period and no additional charges shall be claimed by the Contractor. The prices quoted shall be inclusive of all taxes, duties, local levies, work contract tax, GST or any other taxes as applicable imposed by Central /State Government/Local Bodies at extant rates. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the bank afterwards.
- 26. In the case of the contractor undertaking any additional work other than those specified in the Schedules, the bills will be settled as per the rates agreed mutually between the parties in writing before the said additional item of work is started.
- 27. Bills for labour supply will be paid to the Contractor after deduction of taxes at source as applicable and rounding off the final amount to the nearest rupee (portion not below 50 paise being rounded off to rupee and those below that amount ignored).
- 28. The Bank reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means.
- 29. All compensations or other sums of money payable by the Contractor to the Bank under the terms of the contract shall be deducted from the dues payable or becoming payable to the Contractor. Performance Bank Guarantee may be invoked as last resort.
- 30. In the event of any dispute as to whether any liability has arisen hereunder, the decision of the Regional Director/Officer-in-charge, Reserve Bank of India, New Delhi shall be final and binding to on both parties.

#### **Disqualification / Termination/ Penalty**

- 31. 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 getting blacklisted for a period of minimum one year extendable to 3 years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with immediate effect.
- 32. 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.
- 33. If at any time the Bank finds that through the default of the contractor owing to insufficiency or delay or failure or other deficiency in the supply of labours, the goods cannot be dispatched/received in due time, it shall be open to the Bank to cancel the requisition and reject all the labourers supplied on the occasion and get the work done in any other manner, making the contractor liable for any extra charge involved therein, irrespective of whether a fine is imposed or not.
- 34. In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of labourers/mazadoors or any breach of instructions of the contract, considered by the General Manager/Deputy General Manager-in-Charge, Issue Department, Reserve Bank of India, New Delhi to be grave enough to attract penalty, the aforesaid General Manager/ Deputy General Manager-in-Charge in consultation with Regional Director/Officer-in-charge may impose a fine not exceeding Rs. 5,000 (Rupees five thousand only) on the contractor.
- 35. In all cases where the contractor has been levied a cumulative penalty of five percent of the total contract value, the extension beyond the initial period of two years may not be considered.

#### **Compliance with Statutes**

36. The contractor shall abide by all relevant laws in force in the country and state(s) concerned. The contractor shall indemnify the Bank from all types of legal implications due

to any negligence on their part and for which the Bank is not responsible.

- 37. The bidder must ensure adherence to various statutory provisions relating to labour, taxation, workmen safety, child and women labour, employment reservations etc. The bidder must be registered under appropriate authorities i.e must be registered with GST authorities/Income Tax/PAN/EPF/ESI authorities/Indian Registration Act 1908/Labour licence etc
- 38. The contractor shall make all applicable statutory payments like Minimum Wages, Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), payment of Gratuity under Payment of Gratuity Act, 1972, Contract Labour (Regulation & Abolition) Act, 1970 etc to their deployed Workmen/labourers as per the notification published by Central Govt. / State Govt. whichever is higher from time to time, besides paying all other statutory payments.
- 39. The Workmen/labourer should be paid the minimum wages under the Minimum Wages Act, 1948 and rules made thereunder. Besides, the workmen/labourers should be given Employees Provident Fund as per EPF Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Workmen's Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid PF Account for making PF Contribution for its workmen/labourers. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to cancel the contract. The Contractor shall maintain all records and legal documents up dated as per prevailing statute and have to produce before the management / statutory authorities as and when asked for.
- 40. The contractor should indemnify and keep the Bank indemnified against any claim, prosecution or action arising out of the failure of the contractor to fulfil his obligations under the contract labour (Regulations and abolition) Act,1970("the CLRA Act") and the Contract Labour (Regulations and Abolition) Central Rules 1971 ("the CLRA Rules") or under any other law. The Contractor will be required to obtain a licence from the competent authority as provided under section 12(1) of the CLRA Rules and also comply with the other requirements of the CLRA Act.

- 41. The Contractor shall not supply Child Labour, which is prohibited under Child Labour Act, 1986.
- 42. The wage period has to be fixed by the Contractor and it should not exceed one month. The contractor shall submit the salary disbursement statements against the signature of its employees assigned for the Bank's work for verification by the Bank on quarterly basis. If payment is made in cash, it should be in presence of the Bank's official under his/ her signature. Alternatively, employees' bank account may be credited and bank statements indicating payments may be submitted.
- 43. The Principal Employer i.e. the Bank shall not be responsible for providing any employment benefits to the employees provided by the contractor to fulfil the duties assigned to him. In the event of the Bank as the Principal Employer being required/ called upon to pay any amount to the employees of contractor to lapse or default on his/ her part in discharging his/ her obligation 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 the contractor.
- 44. The contractor shall be solely responsible for full compliance of the provision of the Sexual Harassment at workplace (Prevention, Prohibition and Redressal) Act, 2013 by any mazdoor or other persons deployed by him/her for execution of the contract. In case of any complaint of sexual harassment against its employees/ labourer within the premises of Reserve Bank of India, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and he/ she shall ensure taking proper action under the Act in respect to the said complaint. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 45. 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.
- 46. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.

#### **Non-Disclosure Clause**

47. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligation in connection with this agreement, to any third party and shall at all times hold the same in the strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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 the obligation of non-disclosure of confidential information under this agreement is fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reasons.

#### **Workmen Safety and Insurance**

- 48. The contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works.
- 49. The contractor shall take out and maintain, at their own cost but on terms and conditions approved by the bank, insurance against the risks, and for the coverage, as shall be specified in the contract. The insurance policy submitted by the vendor may reflect the name of RBI and the name of the above work for which the insurance was taken.
- 50. The contractor shall provide and ensure sufficient protection gears like safety shoes, hand gloves etc. are being used by their workers while carrying out works.
- 51. The Bank shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.

- 52. The quoted rates shall not be less than the minimum wage fixed/notified by the State Government and shall include all statutory obligations.
- 53. The contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Bank shall not be liable for any dues for availing services of the personnel.
- 54. The contractor shall ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Bank. The contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

#### **Dispute Resolution Mechanism & Arbitration**

- 55. If a dispute of any kind arises between the Bank and the contractor/counterparty in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate/engage in amicable discussions.
- 56. If an amicable settlement is not forthcoming within the aforesaid period, then the dispute shall then be referred to and finally resolved through arbitration or conciliation as per the Arbitration and Conciliation Act 1996, as amended from time to time. The award passed by the arbitrator shall be binding on the parties and shall apply to the contract.
- 57. Jurisdiction and Governing Law: The agreement shall be subject to the jurisdiction of the courts at **Delhi**. The agreement is governed by the laws of India.

#### **Agreement Commencement and Execution**

- 58. The provisions of this Agreement and the rates shown in the enclosed schedules are effective from **April 01, 2025**.
- 59. This Agreement shall be executed, in duplicate, the original shall be kept with the Bank and the duplicate by the Contractor.
- 60. In the event of discrepancy between the two versions, the English version would be

treated as the authentic one and prevail over the Hindi Version.

61. There will be no increase in the contract amount during the currency of the Agreement.

62. The Bank shall have the right to reduce the rates given in the schedule, to the extent

deemed appropriate by the Bank, if through any changes in technology and/or extant

practices or through any other factor, the quantum of work carried out by the Contractor

under this agreement is either directly or indirectly reduced or is required to be reduced as

per decision of the Bank.

For Reserve Bank of India

Address:

63. All the terms and conditions as mentioned in the Tender Notice shall be treated as part

and parcel of this agreement and shall be binding on the contractor.

64. In witness whereas the Parties hereto have set their respective hands to these presents

For Contractor

Address:

on the day, another year hereinabove written.

General Manager	Proprietor/ Partners
Issue Department	
Reserve Bank of India	Seal
New Delhi	
<u>WITNESS</u>	<u>WITNESS</u>
1. Signature :	1. Signature :
Name:	Name:
Address:	Address:
2. Signature :	2. Signature :
Name:	Name:

#### **SECTION VI-Annex**

#### **CLIENT'S CERTIFICATE - PERFORMANCE OF CONTRACTOR**

The Regional Director/Officer-in Charge Reserve Bank of India New Delhi - 110001 Dear Sir,

Client's Certificate Regarding Performance of M/s \_\_\_\_\_

i.	Name of work with brief particulars	
ii.	Agreement No.& date	
iii.	Agreement amount	
iv.	Date of commencement of work	
V.	Stipulated date of completion	
vi.	Actual date of completion	
Vii.	Details of compensation levied for delay (indicate amount) if any	
viii.	Gross amount of the work completed and paid	
ix.	Name & address of the authority under whom works executed	
X.	Whether the contractor employed qualified Engineer/overseer during execution of work	
xi.	Quality of work (indicate grading)	Outstanding/Very Good/Good/Satisfactory/Poor
xii.	Amount of work paid on reduced rates, if any	

xiii.	Did the contractor go for arbitration?	
	i) If Yes, total amount claim	
	ii) Total amount awarded	
xiv.	Comments on the capabilities of the contractor	
XV.	a) Technical Proficiency	Outstanding/Very
		Good/Good/Satisfactory/Poor
	b) Financial Soundness	Outstanding/Very
		Good/Good/Satisfactory/Poor
	c) Mobilization of adequate T & P	Outstanding/Very
		Good/Good/Satisfactory/Poor
	d) Mobilization of Manpower	Outstanding/Very
		Good/Good/Satisfactory/Poor
	e) General behaviour	Outstanding/Very
		Good/Good/Satisfactory/Poor

**Note:** All columns should be filled in properly. RBI, New Delhi shall independently verify the genuineness of the client report for its own interest.

Signature of the Reporting Officer with office seal

Name: -

Designation: -

Contact No: -

**Note**: The Client certificate should be signed and stamped by the authorized authorities of the clients/ entities/ organization where the contractor has provided similar services. The Bank has the right to independently verify the authenticity of the Client Certificate or call for Client Certificate from the clients/ entities/ organization where the contractor has provided similar services

### Section - VII

#### Undertaking

То,	
Regional Director	
Reserve Bank of India	
6, Sansad Marg	
New Delhi-110001	
Name of the firm/Agency	
Name of the tender	_Due date:
Sir,	
1. I/We hereby agree to abide by all	erms and conditions laid down in tender
document.	
2. This is to certify that I/We before sign	ing this bid have read and fully understood

myself/ourselves abide by the said terms and conditions.

3. I/We abide by the provisions of Code on Wages, 2019, if enforced during the pendency of this contract and as amended by the Government from time to time, or Contract Labour (Regulation & Abolition ) Act and other existing statutory provisions relating to labour, taxation, workmen safety, child and women labour, gratuity, Leave Relief, Relieving Charges, Uniform and Allowances thereof and any other charges applicable from time to time.

(Signature of the Bidder)

Name and Address of the Bidder

Telephone No

### Schedule A

## **Check List of Documents to be uploaded**

Sr.		
No.	Description	Bidder's Confirmation
	Duly signed Tender Part-I (Section I to VII)	
1.	and Part-II	
2.	Duly filled Schedule A, B, C, D, E, F	
3.	Documentary evidence of EMD paid	
	(scanned copy of NEFT transaction/Demand	
	Draft/ Banker's Cheque or Bank Guarantee to	
	be attached)	
	Copies of original Registration certificate	
	documents defining the constitution or	
	legal status, place of registration, and	
	principal place of business; written power	
	of attorney of the signatory of the Bid to	
	commit the bidder. Appropriate business	
	licenses/registration:	
	a) GST registration certificate	
	b) PAN Card	
4.	c) Copies of EPF, ESI, Labour License	
	d) Copy of valid license under the	
	Private Security Agencies	
	(Regulation) Act,2005 or the similar	
	Act/Rules promulgated by State in	
	which Service is performed.	
	Bank statement/self-attested photocopy of	
5.	front page of passbook	
6.	Power of Attorney	

7.	Annex III
8.	Audited Financial Statements (P/L Account and B/S) of last 3 years and ITR
0.	
	Copies of Work Order and Client
9.	Certificates in services of a similar nature
	and size for each of the last three years,
	and details of services under way or
	contractually committed; and names and
	address of clients who may be contacted for
	further information on those contracts.
10	Total monetary value of Services
	performed for each of the last five years.
	Evidence of adequacy of working capital
	for this Contract(line of credit or other
11	financial resources)
	Information regarding any litigation, current
	or during the last five years , in which the
12	Bidder is involved , the parties concerned,
	and disputed amount
	Proposals for subcontracting components
4.0	of the Services (if any) amounting to more
13	than 10 percent of Contract Price.
14	Authority to seek references from Bidder's
	Bankers

# Schedule B Organizational Details

Name of the tende	erer			
Whether individua	l proprietorship,			
partnership or limi	ited company			
Date of formation	of partnership /			
Ltd. Company				
Postal Address	Local Address	<u> </u>	Permanent / Re	egd. Office Address
Pin code				
Telephone No.	Office	Residence	Fax	Mobile
(with STD code)				
E-mail				
lace:				

Signature of bidder (with seal)

Date:

## Schedule C Registration Details

SI.	Type of registration	Registration	Date of
No.		No.	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 License under Section 12(1) of Contract Labour (R&A) Act 1970/71, if so, the details of license number etc. may be furnished.		
9	ESIC Registration details		

I/We hereby of	declare that	I/we have rea	nd and understoo	d the above conditions.
----------------	--------------	---------------	------------------	-------------------------

Place:			
Date:			

## Schedule D

#### **List of Clients**

## (For whom similar work was undertaken in the last 3 years)

Sr No	Details	Client (1)	Client (2)	Client (3)
1.	Name			
2.	Address			
3.	Email Id			
4.	Contact No			
	Brief details of the work			
6.	Date of award of contract (Please attach Letter of Award of Contract)			
7.	Certificate from Client (To be attach as per "Annex" of Section VI)			

	7.	attach as per		
		"Annex" of		
		Section VI)		
PΙ	ace:			
D	ate:			

# Schedule E Details of Banker(s)

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

Place:	
Date:	
	Signature of bidder (with seal)

# Schedule F SOLVENCY CERTIFICATE

(on Bank's Letter Head)		
REF NO:		ΓΕ:
10	Whomsoever Concerned	
	o the best of our knowledge (Bidders name with comp	
customer of our bank, is respect	table, and is capable of executing orc	ders to the extent of
	). M/s	
present, against various facilities		iollowing limits, at
This certificate is issued at the s	pecific request of the customer.	
Yours faithfully, (Bank Official's signature & stan	nn <b>)</b>	

#### **ANNEX I**

### **NEFT Details for effecting e-payments**

Name of the Institution: Reserve Bank of India, New Delhi Address (in full):6 Sansad Marg, RBI New Delhi 110001

	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, New Delhi
2	Account Number	186003001
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	RBI, New Delhi
6	Name of the Branch	RBI, New Delhi
7	Address of the Bank	RBI, New Delhi
8	NEFT/IFS Code	RBIS0NDPA01 (0 in the code represents ZERO)
9	Name of the Account	RBI, NEFT, Inward Received
10	GSTIN	07AAIFR5286M1ZI

#### Proforma of Bank Guarantee for in lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made thisday oftwo thousand andbetween
(Name of Banker) having its registered office at(place) and one of its local offices
at (hereinafter referred to as the Surety), and Reserve Bank of India, a Body Corporate
established under the Reserve Bank of India Act, 1934 and having its Central Office at
Central Office Building, Shahid Bhagat Singh Road, Mumbai - 400 001, INDIA (hereinafter
referred to as the Bank).
WHEREAS(Tenderer's name hereinafter referred to as 'Tenderer'), a Company
registered underand having its registered office atis bound to deposit with
the Bank by way of earnest money ₹ 1,07,440/- (Rupees One Lakh seven thousand four
hundred and forty only) in connection with its Tender for Supply of sufficient number of
adult and able-bodied labourers for handling of coin bags and note boxes and the general
instructions and special conditions enclosed therein.
WHEREAS the tenderer as per clause NoSection II of Instructions to tenderers and
special conditions has agreed to furnish a Bank Guarantee valid up toinstead of
deposit of earnest money in cash.

#### **NOW THIS WITNESSETH:**

- 1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of ₹ 1,07,440/- (Rupees One Lakh seven thousand four hundred and forty only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
- 2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

- 3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes. The Banks' decision in this regard shall be final and binding.
- 4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
- 5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to ₹ 1,07,440/- (Rupees One Lakh seven thousand four hundred and forty only).
- 6. This guarantee shall remain in force and effective up to \_\_\_and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
- 7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
- 8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.
- 10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the

necessary powers to do so under the Power of Surety.	of Attorney granted to him by the
SIGNED AND DELIVERED	For and on behalf of
For and on behalf of above named Bank.	(Banker's Name and Seal)
	Branch Manage (Banker's seal

### Annex II

### **Proforma of Bank Guarantee for Security Deposit**

(To be	e submitted on N	Von-	Judicia	al stamp pa	per o	f appropr	iate va	lue purch	ased in the	
name	of the issuing b	ank	<b>(</b> )							
No			Dat	e						
То:										
The R	egional Directo	r								
Reser	ve Bank of India	а								
Issue	Department									
New [	Delhi									
Dear (		of	Volle	ograning	<b>t</b> o	accent	tha	oo ourity	donosit	o.i
	consideration		-	•		•		•	•	
	srs (hereinaf									
	upply of suffic					•				-
	bags and note									_
and	other tender do	ocun	nents r	elating the	reto	subject to	o the	conditions	and altera	tions
mutu	ally agreed upo	n ar	nd set f	orth or refe	erred	to in your	Contr	act dated	ir	า the
form	of guarantee	froi	n us	in the ma	ınner	hereina	fter c	ontained,	we	
(Nan	ne of the Bank)	do h	nereby	covenant a	ınd aç	gree with	you a	s follows :		
1.	We undertake	to ir	ndemni	fy you and	keep	you inde	mnifie	d from tim	ne to time to	the
	extent of				a	gainst an	y loss	or damag	ge caused f	to or
	suffered by or									

breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of \_\_\_\_\_\_ as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

- 2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
- 3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the Contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing not later than six months from the date of expiry of the contract which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

- 5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of \_\_\_\_\_\_ as aforesaid.
- 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
- 7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
- 8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

- 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
- 10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
- 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your prior consent in writing.
- 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
- 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_\_\_. Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of the contract including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original

guarante	A 10	roturnod	+~	110
OHAIAHIE	- 15	rennico	1()	115
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16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

### SIGNED AND DELIVERED

(For & on behalf of the above named bank)	For & on behalf of
	(Banker's Name & Seal)
	BRANCH MANAGER
	(Banker's Seal)
	Address

### Annex III

### Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

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

То	
Reg	gional
Dire	ector
Res	serve Bank of
Indi	a, New
Del	hi.
Name	e of Work: Supply of sufficient number of adult and able-bodied labourers for
	ling of coin bags and note boxes
I/W	e (Name and address, including country of location of
	der) have read and understood the contents of the Office Memorandum (OM)
F.N	o. 6/18/2019- PPD dated July 23, 2020 and its subsequent orders / revision
issu	led by Public Procurement Division, Department of Expenditure, Ministry of
Fina	ance, Government of India regarding the restrictions on procurement from a
bido	der of a country which shares a land border with India.
2.	I/We certify that (Name of the bidder)
i.	Is not from a country sharing land border with India, or
ii.	Is from a country sharing land border with India and has been registered
with	the Competent Authority, the certificate of which is enclosed, or
iii.	Is from a country sharing land border with India where Government of India
has	extended lines of credit, or

iv. Is from a country sharing land border with India where Government of India is engaged in development projects.
(strikeout whichever of the above is not applicable)
3. I/ We further certify that (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.
4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.
Signature and name of the authorized signatory of the Bidder with stamp Date: Place:



## Reserve Bank of India Issue Department

**New Delhi** 

**PART-II** 

(Price Bid)

Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes

# Part-II (Price Bid) Supply of sufficient number of adult and able-bodied labourers for handling of coin bags and note boxes

ITEM	DESCRIPTION	Approx.	Unit of	Rate in	Total
NO		Average	measurement	Rupees	Amount C = A*B
		Quantity		(INR	
		Handled		only)	
		per year		Inclusive	
				of GST	
		(A)		(B)	
Work	Activity in IG Mint, Noida:				
1	Moving the packed coin bags of		Each coin		
	weight ranging from 6 to 20 kg	100	bag		
	from IG Mint vault entrance to				
	adjacent RBI vaults within the				
	Mint premises, unloading and				
	stacking them therein as directed				
	by the Bank. The work includes				
	loading, unloading, weighing,				
	carting, stacking of packed coin				
	bags.				
2	Moving the packed coin bags of		Each coin		
	weight ranging from 6 to 20 kg	1,19,004	bag		
	from RBI vault areas at IG Mint,				
	Noida and loading and stacking				
	them in covered transport				
	vehicles as directed by the Bank.				
	The work includes loading,				
	unloading, weighing, carting,				
	stacking of packed coin bags.				

Work	Activity in RBI, New Delhi:			
3	Labour charges for receipt of	12970	Each note	
	remittance which includes		box	
	unloading/carrying/loading at			
	Railway Station and			
	unloading/carrying/ stacking			
	/facilitating weighment of Notes			
	Boxes (including steel trunks) of			
	weight ranging from 85 kg to 115			
	kg at the Bank's premises.			
4	Labour charges for Receipt of	100	Each coin	
	remittance which includes		bag	
	unloading/carrying/loading at			
	Railway Station and			
	unloading/carrying/ stacking			
	/facilitating weighment of coin			
	bags of weight ranging from 6 kg			
	to 20 kg at the			
	Bank's premises.			
5	Labour charges for Dispatch of	12644	Each note	
	remittance which includes		box	
	carrying/ loading/ facilitating			
	weighment of Notes Boxes			
	(including steel trunks) of weight			
	ranging from 85 kg to 115 kg at			
6	Bank's premises.	100	Each coin	
6	<b>Labour charges</b> for Dispatch of remittance which includes	100		
	carrying/ loading/ facilitating		bag	
	weighment of Coin bags of weight			
	ranging from 6 to 20 kg at Bank's			
	premises.			
	promisoo.			

7	Labour charges for handling	25850	Each note	
	Notes Boxes (including steel		box	
	trunks) of weight ranging from 85			
	kg to 115 kg within the Bank's			
	premises including unloading and			
	stacking of remittance received			
	from currency chests at Bank's			
	premises.			
8	Labour charges for handling of	883	Each coin	
	Coin bags of weight ranging from		bag	
	6 to 20 kg within the Bank's			
	premises including movement			
	from one vault to another vault.			
9	Labour charges for Removal of	100	Each box	
	empty wooden boxes of weight 5	100	Eddii Sox	
	kg (approx.) at Bank's premises			
	from vault to the designated			
	place.			
10	Labour charges for Removal of	23295	Each box	
	empty Steel boxes of weight 19			
	kg (approx.) at Bank's premises			
	from vault to the designated			
	place.			
11	Labour charges for movement	10	Each steel	
	of Steel Cabinet of 6 Bins each		Cabinet	
	weighing 185 kgs (approx.) from			
	one place to another within the			
	Bank premises with the help of			
	trolleys.			

12	Labour charges for movement	10	Each steel	
	of Currency steel Cabinet of 4		Cabinet	
	Bins each weighing 135			
	Kgs(approx.) from one place to			
	another within the Bank premises			
	with the help of trolleys.			
Total				

### **Evaluation of Lowest Bidder:**

Grand Total = 
$$\sum_{i=1}^{12} (A_i * B_i)$$

#### Notes to Price Bid: -

- 1. The rates quoted by the tenderer shall be inclusive of all taxes/ GST.
- 2. Validity of the quoted rates will be 3 months from the date of opening of Part-I of tenders.
- 3. The Tenderers are advised to visit the site/s of work/s viz. Bank premises (i.e., RBI, New Delhi), railway stations, India Government Mint, Noida and acquaint themselves with the site conditions before tendering. The tenderer/s should quote rates for all the items of work and no part item of work will be contracted. The Contractor or his authorized representative should be present to supervise the work of mazdoors and should remain at the work-site as long as the work under the contract is in progress.
- **4.** Payment will be made for monthly intervals as per actual number of Note boxes / coin bags handled in a month.
- 5. The Quoted price in financial bid shall also include cost of uniform and safety gears to personnel engaged, bonus, profit etc.
- 6. Purely to illustrate the scope of work, it is clarified that the Activities/quantity in a

- year can vary as under:
- (a) For items no. 1: The total number of bags in a year will be about 100 bags in various denominations.
- (b) For items no. 2: The number of bags to be remitted may be about 3150 bags on each activity day and the number of such activity days are estimated to be about 38 days in a year.
- (c) For items no. 3: approx. 12970 boxes in a year;
- (d) For items no. 4: approx. 100 coin bags in a year;
- (e) For items no. 5: approx. 12644 boxes in a year;
- (f) For items no. 6: approx. 100 coin bags in a year;
- (g) For items no. 7: approx. 25850 boxes in a year;
- (h) For items no. 8: approx. 883 coin bags in a year;
- (i) For items no. 9: approx. 100 empty boxes in a year;
- (j) For items no. 10: approx. 23295 empty boxes in a year;
- (k) For items no. 11: approx. 10 number of Steel Cabinet in a year;
- (I) For items no. 12: approx. 10 number of Steel Cabinet in a year;

**Note**: Activities/quantity/scope of works mentioned above are indicative only as per past experience and may vary in the future works. The contractor will not make any claim with respect to the number of note boxes/ coin bags handled during a year being less than the estimated quantity. The said Activities/quantity/scope of works mentioned above will not be considered as basis for payments. Payments will be made on the actual works done basis only.

### <u>Technical Specification: CHECK LIST (Common Terms)</u>

- 1. Tender conditions: Bank shall not consider any changes in terms and conditions as laid down in the tender. Component: Agree Only
- 2. Date of commencement: As advised in the work order. Component: Agree Only
- 3. Validity of tender: Two years (i.e., April 01, 2025 to March 31, 2027) and may be renewed for a further period of one year with/ without any variation in the terms and conditions: Agree Only
- 4. Validity of the quoted rates: 3 months from the date of opening of Part-I of tenders.: Agree Only
- 5. Rate of liquidated damages:
- i. The Bank shall have the right to direct the contractor not to engage the services of any mazdoor /worker who are incompetent and/or negligent in carrying out the aforesaid works. The Bank shall also have the right to direct the Contractor to stop engaging the services of any workers / mazdoors who are found indulging in any dishonest or fraudulent activity while carrying out the aforesaid works in the Bank or otherwise. On receipt of such direction from the Bank, the contractor shall immediately stop engaging the services of such workers / mazdoors for carrying out the aforesaid works in the Bank. If the contractor fails to comply with the direction of the Bank, the Bank may impose penalty of Rs.500/- (Rupees Five Hundred Only) per person per day for the period of such non-compliance. Component: Agree Only
- ii. In event of any delay by the contractor in complying with any requisition issued by the Bank for supply of labourers/mazadoors or any breach of instructions of the contract, consider by the General Manager/Deputy General Manager-in-Charge, Issue Department, Reserve Bank of India, New Delhi to be grave enough to attract penalty, the aforesaid General Manager/ Deputy General Manager-in-Charge in consultation with Regional Director/Officer-in-charge may impose a fine not exceeding Rs. 5,000 (Rupees five thousand only) on the contractor. Component: Agree Only
- 6. EMD Released: 100 % EMD of successful tenderer on production of a Bank Guarantee towards Security Deposit within 10 days of award of work in the

prescribed format (as per Annex-II) or on non-acceptance of tender in case of unsuccessful tenderers, but not earlier than the expiry date of the period for which the tender is kept valid. Component: Agree Only

- 7. Site specific requirement, approvals of local bodies, if any to be taken by the bidder. Component: Agree Only
- 8. Rates shall be inclusive of all taxes/GST. Component: Agree Only

### **Technical Terms**

BY BIDDING IN THIS TENDER BIDDER CONFIRMS THAT HE/SHE HAS READ AND UNDERSTOOD THE TENDER DOCUMENT AND AGREES TO THE SAME.

### Formula

Rate(in Rs/Unit (inclusive of all taxes/GST, duties, other charges, overheads, contractor profits etc.).