



**शिष्टाचार एवं सुरक्षा कक्ष/ Protocol & Security Cell**  
**भारतीय रिज़र्व बैंक, देहरादून / Reserve Bank of India, Dehradun**

**निविदा की अनुसूची (एसओटी)**

1.1 भारतीय रिज़र्व बैंक, आई टी पार्क, देहरादून में स्थित अपने क्षेत्रीय कार्यालय के लिए, अनुबन्ध के आधार पर अग्निशामक पर्यवेक्षक और अग्निशामक सेवाएँ प्रदान करने हेतु, स्थापित और प्रतिष्ठित संस्थाओं से ई-निविदा आमंत्रित करता है। केवल ऐसी कंपनियां/फर्मों जिनके पास सरकारी विभागों/सार्वजनिक/निजी क्षेत्र के संस्थानों में, निविदा में दी गयी शर्तों के आधार पर, समान प्रकृति का कार्य करने का पांच वर्ष से अधिक का अनुभव हो, उन्हें कार्य के लिए आवेदन करने की आवश्यकता है। यह ठेका 01 अप्रैल 2024 से 31 मार्च 2025 तक वैध रहेगा। वार्षिक समीक्षा के आधार पर ठेके को वार्षिक आधार पर आगे बढ़ाया जा सकता है। ठेका का विस्तार बैंक के विवेक पर होगा। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<https://www.mstcecommerce.com/eproc/>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। ई-निविदा की अनुसूची निम्नानुसार है:

**निविदा की अनुसूची (एसओटी)**

a. ई- टेंडर की संख्या	RBI/Dehradun/HRMD/2/23-24/ET/409
b. निविदा का माध्यम	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली ( <a href="https://www.mstcecommerce.com/eproc/">www.mstcecommerce.com/eproc</a> ) के माध्यम से
c. पार्टियों को एनआईटी की तारीख और निविदा दस्तावेज की उपलब्धता	23/01/2024 को पूर्वाह्न 11:00 बजे
d. वह तारीख जब तक एमएसटीसी वेब पोर्टल पर देखने के लिए निविदा उपलब्ध है।	23/01/2024 को पूर्वाह्न 11:00 बजे
e. पूर्व-बोली बैठक	19/02/2024 को पूर्वाह्न 11:00 बजे (ऑफलाइन)

f. पूर्व बोली यदि कोई हो तो, के कार्यवृत्त का प्रकाशन	21/02/2024
g. ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ) पर तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा प्रारंभ होने की तारीख और समय	21/02/2024 को अपराह्न 12:00 बजे
h. तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई निविदा-समापन की तारीख और समय	04/03/2024 को अपराह्न 12:00 बजे
i. ईएमडी जमा करने की अंतिम तिथि	04/03/2024 को अपराह्न 12:00 बजे
j. भाग- I (अर्थात् तकनीकी बोली) खोलने की तारीख एवं समय) भाग II मूल्य बोली: भाग II खोलने की तारीख अलग से सूचित की जाएगी	04/03/2024 को अपराह्न 2:00 बजे
k. बयाना जमा राशि	कार्य की कुल वार्षिक अनुमानित लागत का 2% अर्थात् (अर्थात् ₹82,000/- (रुपए बयासी हजार मात्र)। ईएमडी राशि का भुगतान एन ई एफ टी (NEFT) के माध्यम से किया जा सकता है।
l. बैंक खाता का विवरण	NEFT द्वारा EMD का भुगतान करने हेतु बैंक खाते का ब्योरा: लाभार्थी का नाम : भारतीय रिज़र्व बैंक, देहरादून लाभार्थी खाता संख्या : 186003001 IFSC: RBISODNPA01 नोट – कृपया IFS code का 5वां एवं 10वां अक्षर "शून्य" है
m. भाग II प्राइस बिड खोलने की तिथि	अलग से सूचित किया जाएगा।

**नोट : यदि उपरोक्त एसओटी में दर्शाया गया दिन अवकाश पर पड़ता है या अवकाश घोषित किया जाता है, तो संबंधित कार्यक्रम उसी समय अगले कार्य दिवस पर किया जाएगा।**



# भारतीय रिज़र्व बैंक RESERVE BANK OF INDIA

शिष्टाचार एवं सुरक्षा कक्ष,  
देहरादून

Protocol & Security Cell,  
Dehradun

भारतीय रिज़र्व बैंक, आई टी पार्क देहरादून में स्थित, कार्यालय परिसर में अनुबन्ध के आधार पर अग्निशामक पर्यवेक्षक और अग्निशामक सेवाएँ प्रदान करने हेतु निविदा

**TENDER FOR PROVIDING THE FIRE SUPERVISOR AND FIREMEN SERVICES, ON CONTRACTUAL BASIS, AT BANK'S OFFICE PREMISES, IT PARK DEHRADUN**



**शिष्टाचार एवं सुरक्षा कक्ष/ Protocol & Security Cell**  
**भारतीय रिज़र्व बैंक, देहरादून / Reserve Bank of India, Dehradun**

**निविदा की अनुसूची (एसओटी) / SCHEDULE OF TENDER (SOT)**

1.1 भारतीय रिज़र्व बैंक, आई टी पार्क, देहरादून में स्थित अपने क्षेत्रीय कार्यालय के लिए, अनुबन्ध के आधार पर अग्निशामक पर्यवेक्षक और अग्निशामक सेवाएँ प्रदान करने हेतु, स्थापित और प्रतिष्ठित संस्थाओं से ई-निविदा आमंत्रित करता है। केवल ऐसी कंपनियां/फर्मों जिनके पास सरकारी विभागों/सार्वजनिक/निजी क्षेत्र के संस्थानों में, निविदा में दी गयी शर्तों के आधार पर, समान प्रकृति का कार्य करने का पांच वर्ष से अधिक का अनुभव हो, उन्हें कार्य के लिए आवेदन करने की आवश्यकता है। यह ठेका 01 अप्रैल 2024 से 31 मार्च 2025 तक वैध रहेगा। वार्षिक समीक्षा के आधार पर ठेके को वार्षिक आधार पर आगे बढ़ाया जा सकता है। ठेका का विस्तार बैंक के विवेक पर होगा। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<https://www.mstcecommerce.com/eprocn/>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। ई-निविदा की अनुसूची निम्नानुसार है:

***The Reserve Bank of India, invites E-Tender from established & reputed entities for providing the fire supervisor and firemen services, on contractual basis, at Bank's Office Premises at IT Park, Dehradun.*** Only companies/firms having more than five years' experience in undertaking work of similar nature and providing services to Government Departments/Public/Private Sector institutions, as per the terms and conditions mentioned in the tender document, need to apply for the work. This contract will be initially valid from April 01, 2024 to March 31, 2025. The contract may be extended further on yearly basis based on the yearly review thereof. Extension of the contract will be at the discretion of the Bank. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn/>). All interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

## **निविदा की अनुसूची (एसओटी) SCHEDULE OF TENDER (SOT)**

a. ई- टेंडर की संख्या E-Tender number	RBI/Dehradun/HRMD/2/23-24/ET/409
b. निविदा का माध्यम Mode of tender	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली ( <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> ) के माध्यम से e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through ( <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> ))
c. पार्टियों को एनआईटी की तारीख और निविदा दस्तावेज की उपलब्धता Date of NIT and Tender Document available to parties	23/01/2024 को पूर्वाह्न 11:00 बजे 11:00 am on 23/01/2024
d. वह तारीख जब तक एमएसटीसी वेब पोर्टल पर देखने के लिए निविदा उपलब्ध है। Date from which Tender available for Viewing on MSTC Web Portal	23/01/2024 को पूर्वाह्न 11:00 बजे 11:00 am on 23/01/2024
e. पूर्व-बोली बैठक Pre-Bid meeting	19/02/2024 को पूर्वाह्न 11:00 बजे (ऑफलाइन) 11:00 am on 19/02/2024 (Offline)
f. पूर्व बोली यदि कोई हो तो, के कार्यवृत्त का प्रकाशन Publication of minutes of pre-bid meeting /addendum, if any	21/02/2024
g. ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ) पर तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा प्रारंभ होने की तारीख और समय Date of Starting of e- Tender for submission of online Technical Bid and price Bid at ( <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> )	21/02/2024 को अपराह्न 12:00 बजे 12:00 pm 21/02/2024
h. तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई निविदा-समापन की तारीख और समय Date & time of closing of online e – tender for submission of Technical Bid & Price Bid	04/03/2024 को अपराह्न 12:00 बजे 12:00 pm 04/03/2024
i. ईएमडी जमा करने की अंतिम तिथि Last date of submission of EMD	04/03/2024 को अपराह्न 12:00 बजे 12:00 pm 04/03/2024
j. भाग- I (अर्थात् तकनीकी बोली) खोलने की तारीख एवं समय) भाग II मूल्य बोली: भाग II खोलने की तारीख अलग से सूचित की जाएगी Date & time of opening of Part – I (i.e. Technical Bid). Part – II Price Bid:	04/03/2024 को अपराह्न 2:00 बजे 2:00 pm 04/03/2024

k. बयाना जमा राशि Earnest Money Deposit (EMD)	कार्य की कुल वार्षिक अनुमानित लागत का <b>2%</b> अर्थात् (अर्थात् रु <b>82,000/-</b> (रुपए बयासी हजार मात्र)। ईएमडी राशि का भुगतान एन ई एफ टी ( <b>NEFT</b> ) के माध्यम से किया जा सकता है।  @ 2% of the total estimated annual cost of work i.e. रु <b>82,000/-</b> (Rupees Eighty-Two Thousand Only) EMD amount can be paid through NEFT.
l. बैंक खाता का विवरण Details of Bank Account	<i>The Bank account details for making payment of EMD through NEFT are as below: Beneficiary Name: RBI, Dehradun Beneficiary A/c No: 186003001 IFSC: RBIS0DNPA01 Note- Please read 5th and 10th letter of IFS Code as "Zero"</i>
m. Date of opening of Part II Price bid	Shall be informed separately

**Note: If the day indicated in the SOT above falls on a holiday or is declared a holiday, then the concerned event will be undertaken on the next working day at the same time.**

## Important instructions for E-tender

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

1.	<p><b>Process of E-Tender:</b></p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT (<a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/ Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>ii). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p><b>Contact person (RBI Dehradun):</b> <i>Shri Pankaj Chand, Manager (Protocol &amp; Security)</i> <i>Email: <a href="mailto:pankajchand@rbi.org.in">pankajchand@rbi.org.in</a>, Mob No.: 9771431573</i> <i>Shri Naveen Arora, Asst Manager (Protocol &amp; Security)</i> <i>Email: <a href="mailto:naveenarora@rbi.org.in">naveenarora@rbi.org.in</a>, Mob No.: 7718893470</i></p> <p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e. Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <ul style="list-style-type: none"><li>• Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</li></ul> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
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2	The Technical Bid and the Price Bid shall have to be submitted online at ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ). Tenders will be opened electronically on specified date and time as given in the Schedule of Tender above.
3	All entries in the tender should be entered online, in Technical & Commercial Formats without any ambiguity.
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using 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.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE</b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must fill up Common</p>



	<p>terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> to familiarize them with the system before bidding.

भारतीय रिज़र्व बैंक, आई टी पार्क देहरादून में स्थित, कार्यालय परिसर में अनुबन्ध  
के आधार पर अग्निशामक पर्यवेक्षक और अग्निशामक सेवाएँ प्रदान करने हेतु  
निविदा

**TENDER FOR PROVIDING THE FIRE SUPERVISOR AND FIREMEN  
SERVICES, ON CONTRACTUAL BASIS, AT BANK'S OFFICE  
PREMISES, IT PARK DEHRADUN**

**Part I  
(Technical Bid)**

***RBI/Dehradun/HRMD/2/23-24/ET/409***

## FORM OF TENDER-Part 1

(On letter head of the Agency)

Date:

To

The Regional Director  
Reserve Bank of India  
Dehradun

Madam / Dear Sir,

**Re: TENDER FOR PROVIDING THE FIRE SUPERVISOR AND FIREMEN SERVICES, ON CONTRACTUAL BASIS, AT BANK'S OFFICE PREMISES, IT PARK, DEHRADUN**

Having examined the requirements, conditions, scope of work and schedule of quantities relating to the captioned work and having visited and examined the site of the works specified in the said Memorandum and also 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 at the rates mentioned in the attached schedule of quantities, specifications, and in accordance, with all respects, with the instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

2. I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as and required by the RBI, Dehradun.

3. I/We also understand that mere filling the Application form does not automatically qualify us for being empanelled. We also agree to RBI, Dehradun's right to reject any or all Applications (including ours) without assigning any reason thereof.

### MEMORANDUM

- a) Description of work: To provide Private Fire Supervisor and Private Firemen services at Bank's Office Premises at IT Park Dehradun
- b) Time allowed for work post award of the work order: As per the Bank's advice.
- c) Estimated Annual Cost: Around ₹ 41,00,000/- (Rupees Forty-One Lakh per annum).

4. Should this tender be accepted, I/we hereby agree to fulfil the terms and conditions of the contract and work as per the rate accepted by the Bank.

Our Bankers are:

i)

ii)

Name of the Partner of the firm

Authorized to sign \_\_\_\_\_

or

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power of

Attorney should be attached). \_\_\_\_\_

Yours faithfully,  
Signature of Contractor

WITNESSES:

1. Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

2. Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Thanking you,  
Yours faithfully,

Signature and Seal of the Agency

Address:

## **Instructions to Tenderers**

2.1 Reserve Bank of India, Protocol & Security Cell, HRMD, Dehradun, invites online e-tenders on <https://www.mstcecommerce.com/eprocn> in two parts from the eligible tenderers as mentioned at clause 1.1. Eligible Tenderers to submit a Part I (Technical bid) and Part II (Price bid) online.

### **2.2 E-TENDER Document**

2.2.1 TENDER shall consist of documents (Part I & Part II). Part I contains Technical conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by the Reserve Bank of India for the purpose. Part II contains only Price bid. E-Tender Document / Notice Inviting Tender may be downloaded from <https://www.mstcecommerce.com/eprocn>

2.2.2 Tenderers are advised to study the E-TENDER documents thoroughly. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

### **2.3 Obtaining of TENDER documents**

(a) The E-Tender Document / Notice Inviting Tender may be downloaded from <https://www.mstcecommerce.com/eprocn>

(b) Interested parties, if they so desire, may contact the Protocol & Security Cell Officials on the phone /fax/e-mail indicated in Clause no. 1.A(ii) on Page 5 of the tender document for further any clarification.

### **2.4 Pre-bid Meeting**

The Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in clause (e) of Schedule of Tender (SOT) of the tender document, to answer any queries / provide clarifications that the Tenderers may have in connection with the contract and to give them relevant information regarding the same.

### **2.5 Amendment to E-TENDER Document**

2.5.1 At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on <https://www.mstcecommerce.com/eprocn> for information of prospective bidders.

2.5.2 In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

## **2.6 Preparation of Tender**

### **2.6.1 Part I / Technical bid**

- (i) All Sections and Annexures are the part of Technical bid. All the sections and annexures must be signed by the Tenderers.
- (ii) Tenderer must fill all the details specified in different sections and attach their leaflet /necessary documents/brochure of services etc.
- (iii) EMD shall be part of Technical bid. The amount of EMD is indicated in Serial “k” of SOT of the tender document.
- (iv) Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on <https://www.mstcecommerce.com/eprocn>

### **2.6.2 Part II /Price Bid**

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket/mobilization expenses, tools, uniforms of worker, all other logistic as mentioned in the tender, all taxes (Inclusive of GST), charges, levies, cess, insurance, transportation, entry taxes, Labour, other Govt taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. as applicable as per rules.
- (ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iii) The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II/Price Bid, no clarifications whatsoever shall be entertained by the RBI.
- (iv) If any columns of the price schedule are found blank, then the tender of the respective Tenderers shall be treated as non-bonafide and will be summarily rejected by the RBI. Further, EMD of such tenderers may also be forfeited. However, Bank may also take the review in this matter as per Tender Clause, if required.

2.6.3 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the services. No request for the change of price or time schedule of delivery of services shall be entertained, because of any local condition or factor, once the offer is accepted by the Tenderers.

## **2.7 Period of Validity of Bids**

Bids shall remain valid for acceptance by RBI for a period of 90 days. This period will be further mutually extended, if required.

## **2.8 Earnest Money Deposit (EMD) / Bid security**

2.8.1 The Tenderer shall provide EMD @ 2% of estimated annual cost of work through NEFT. No interest on Bid Security/EMD shall be paid.

**2.8.2 Bids not accompanied by EMD, shall be treated as non-bonafide, and will be summarily rejected by the RBI.**

2.8.3 The EMD of unsuccessful Bidders shall be discharged/returned by RBI after award of work to successful bidder.

**2.8.4 EMD of the Successful Bidder shall be returned, without interest, to the Bidder after submission of Security Deposit or Performance Bank Guarantee (PBG) as per the [Annexure 'E'](#).**

## **2.9 The EMD may be forfeited in the following circumstances**

(i) If the Agency made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or

(ii) Tenderer left blank the column of the Part II /Price Bid or submitted multiple price bids.

(iii) If a Tenderer withdraws his Bid during the period of Bid Validity, or

(iv) The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.

(v) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.

(vi) 100% EMD shall be refunded to unsuccessful bidders after issuance of work order to successful bidder;

(vii) 100% EMD shall be refunded to successful bidder after depositing Security Deposit or Performance Bank Guarantee (PBG) as per the [Annexure 'E'](#) and issuance of work order.

## **2.10 Procedure for Submission of Bids**

It is proposed to have a Two-Part System for this tender. Those who have downloaded the tender are required to submit the eligibility criteria.

2.10.1 Technical Bid/Part I consist of following services

(a) Part I/ Technical Bid (all sections and annexures). Please note that prices should not be indicated in the Part I/ Technical Bid. Technical bid may be submitted on <https://www.mstcecommerce.com/eprocn>.

(b) Documentary proof of Pre-qualification must be uploaded online on <https://www.mstcecommerce.com/eprocn>.

(c) The payment details of EMD shall be attached as part of technical bid.

### **2.10.2 Part II /Price Bid**

Part II /Price Bid "(Part II /Price Bid and name of the work as mentioned in clause of 1.1)" may be submitted on <https://www.mstcecommerce.com/eprocn>

2.11 No conditional/optional quote shall be accepted.

2.12 Tenderers shall not be permitted to alter or modify their bids after receipt of Bids.

### **2.13 Receipt of E-Tenders**

The e-tender bids will be accepted till the schedule time and date as referred to in SOT The e-tenders received thereafter shall not be entertained in any circumstances.

### **2.14 Opening of Part I**

The Technical bids will be opened on the scheduled time and date as referred to in SOT (j) at Protocol & Security Cell, HRMD, RBI Dehradun. The Tenderers or their authorized representatives may be present, if they so desire.

### **2.15 Scrutiny of Part I**

2.15.1 The Part I shall be evaluated by the Bank after opening the technical bid.

2.15.2 After evaluation of the Part I, the short-listed Tenderers will be intimated by emails. The decision of the Bank on Part I shall be final and shall not be open for discussion.

### **2.16 Opening of Part II /Price Bid**

The Part II of the short-listed Tenderers will be opened later, and such short-listed Tenderers will be intimated about the date and time accordingly. The short-listed Tenderers or their authorized representatives may be present, if they so desire.



## **2.17 Scrutiny of Part II**

The Part II shall be evaluated as per the rates quoted by the bidders in their price bid, subject to fulfilment of the terms and conditions and reasonableness of the rates quoted. Accordingly, Lowest tenderer (L1) shall be declared and awarded with the contract. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any tender, either in full or in part, based upon the reasonableness of the rates. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

2.18 Bank has right to increase or decrease the number of fire staff to be deployed, in future, if required during the course of the contract.

## **2.19 Bank's right to accept any Bid and to reject any or all Bids**

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

RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- (a) In case no Bid is received.
- (b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- (c) An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- (d) On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- (e) The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- (f) The Bank discourages the stipulation of any additional conditions by the tenderer.

## **2.20 Disputes**

### **2.20.1 Settlement of Disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final.

But if either the AGENCY be dissatisfied on any matter, the AGENCY may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, then a sole arbitrator would be appointed for the purpose.

In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate presiding arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Dehradun.

This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the AGENCY shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but

shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank.

No award of the arbitrator or arbitrators, as the case may be, shall relieve the AGENCY of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the AGENCY hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

2.20.2 All disputes arising shall be subject to the exclusive jurisdiction of competent court at Dehradun

Place: (Signature of the tenderer with stamp)  
Date: (Name)

## **I. PART- I (Technical bid)**

Part-I, Technical Bid of the tender document should be duly filled and submitted along with documents as mentioned below:

- a) Application in Format I including [Annexures 'A' to 'E'](#) duly filled along with documents as mentioned therein.
- b) Particulars of Firm/Agency/Company ([Annexure-A](#))
- c) Details of previous experience ([Annexure-B](#))
- d) Details of bankers ([Annexure-C](#))
- e) Bankers' solvency certificate from Scheduled Commercial Bank ([Annexure-D](#))
- f) Performance Bank Guarantee ([Annexure - E](#))

All the pages of Part I, along with its annexure and enclosures should be duly signed and stamped by the Firm/Agency/Company, along with documentary evidence.

## **II. PART- II (Price bid)**

- a) Part-II, Price Bid should only contain service provider's quoted rates in the enclosed Format-II duly signed and stamped by the Firm/Company/ Agency.
- b) Any tender not accompanied by Earnest Money Deposit (EMD) @ 2% of the estimated annual cost shall be rejected.
- c) EMD amount shall be paid by each bidder through NEFT only to RBI Dehradun, with account details as under: -

**Beneficiary Name: RBI, Dehradun**

**Beneficiary A/c No: 186003001**

**IFSC: RBIS0DNPA01**

**(Note- Please read 5th and 10th letter of IFS Code as "Zero")**

- d) EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract or award of work.

## **III. Opening of Tender**

- a) The Part-I (Technical Bid) will be opened as mentioned in SOT.
- b) The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- c) Conditional bids will also be summarily rejected.
- d) The Part-II (Price bid) of only those tenderers who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.

#### **IV. Right to accept any tender and to reject any or all tenders**

- a) The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- b) The Bank may terminate the contract if it is found after award of the work that the contractor is black listed during last 3 years by any of the Govt. Departments / Institutions / Autonomous bodies / Local Bodies / Municipalities / Public Sector Undertakings, etc.
- c) The Bank may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / PBG or fails to execute the agreement within specified period.
- d) The tenders which are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.

#### **V. Award of Contract**

- a) The Bank will award the contract to the “Tenderer” who has been found to be ‘eligible and qualified’ to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- b) The Bank will communicate to the successful bidder by letter transmitted by Registered post/ Speed post/E-Mail that his bid has been accepted. (Hereinafter and in the condition of contract called the (“Letter of Award”))
- c) The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of Letter of Award.
- d) The successful bidder shall bear the stamp duty on agreement and shall ensure that the agreement is stamped with proper duty chargeable thereon as per the prevalent local state Stamp Act. The agreement shall be executed in duplicate and the Bank shall retain the original and the contractor shall retain the duplicate.
- e) The Contract shall come into full force and effect on the date of issue of the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- f) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- g) The Security Deposit / PBG of the successful bidder shall be kept by the Bank for the period of the contract on which the Bank shall not pay any interest.
- h) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Security Deposit / Performance Bank Guarantee (PBG).

## **VI. Pre-Qualification Criteria for Tenderer (with documentary evidence)**

Only those firms/agency/company who fulfil the following prequalification criteria need to tender.

### **(For processing of Part I of the Tender)**

- 1) The firm/agency/company should have been in this business at least for the last 5 years.
- 2) The agency should be providing / have provided fire service personnel in any two Government/Semi Government/PSU organizations /reputed private organizations in the last three years.
- 3) The estimated annual cost of the contract is around ₹ 41,00,000/- (Rupees Forty-One Lakh only) per annum. The agency is required to submit experience of having successfully completed similar works (providing Firefighting Services) during last five years as under (submit copies of work orders):
  - (i) Three similar works (providing private firefighting personnel) each costing not less than the amount equal to 40% of estimated annual cost, or
  - (ii) Two similar works (providing private firefighting personnel) each costing not less than the amount equal to 50% of estimated annual cost or
  - (iii) One similar work (providing private firefighting personnel) costing not less than the amount equal to 80% of estimated annual cost.
- 4) The agency should have effective infrastructure/tie-up for training of the Fireman.
- 5) The agency should have a Certificate of Registration with Registrar of Companies/Registrar of Firms.
- 6) The agency should have latest Audited Balance Sheet for the last 3 years with income tax return.
- 7) The agency should have latest Certificate from ESI Corporation.
- 8) The agency should have latest Certificate from EPF Organization.
- 9) The agency should be registered with Govt. under the Contract Labour (Regulation and Abolition) Act, 1970.
- 10)The agency should have registered with appropriate authority for Service Tax and should have an active GSTIN.
- 11)The agency should have latest documents ensuring compliance with the Minimum Wages Act.
- 12)The agency should have Permanent Account Number.
- 13)The agency should preferably have an office at Dehradun with adequate manpower to take care of replacements/relievers. If the agency is not having an office in Dehradun but is awarded the contract, the agency will be required to open the office / sub office in Dehradun to monitor the smooth execution of the contract.
- 14)The firm whose services have been terminated in between term of the contract or not renewed by Reserve Bank of India, Dehradun on account of unsatisfactory services, within last three (03) years, will not be eligible to participate in the bidding process.

## **VII. Operational terms and condition**

- 1) The Private Fire Supervisor and Private Firemen deputed should be qualified and should have minimum three years of experience. They must have undergone a basic course in firefighting from a Government recognized institution.
- 2) Manpower deputed by the agency should NOT be rotated/shifted within one year of deployment.
- 3) Manpower deputed should be medically/physically fit and Private Firemen should be preferably below 40 years of age and Private Fire Supervisor should be below 50 years of Age.
- 4) Manpower should be well trained in fire safety measures including First Aid, emergency responses and firefighting operation.
- 5) The agency should have credible supervisory infrastructure and network.
- 6) The agency should note that it shall be responsible for entire risk coverage of its manpower for the duration of such services with the Reserve Bank of India, Dehradun.
- 7) The replacement/reliever in case of leave/exigency should be having similar qualifications and experience.
- 8) Police verification of each person deployed is necessary and mandatory. It will be the sole responsibility of the firm to get proper police verification done of all the deployed personnel.
- 9) One dedicated mobile (with number) will be provided by the agency at the fire control room at its own cost.
- 10) Provide the Private fire staff on duty with uniforms and badges to identify them as Private fire staff.

## **VII. Scope of work**

- a) The Agency shall provide Nine (09) trained fire personnel per day i.e. One Private Fire Supervisor in skilled category & Two Private firemen, in semi-skilled category, per shift (total three shifts from 6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am), with provision for leave reserve for the manpower. This manpower will provide fire safety and do the manning of the fire console room, holding and maintaining fire safety equipment's like fire alarm, fire extinguishers, assisting physically challenged employees/visitors, training of general staff, liaison with local fire brigade etc. besides, handling the fire incidents, if any.
- b) The Agency shall ensure that One Private Fire Supervisor and Two Private Firemen are always on duty at the Banks' premises round the clock, subject to the condition that one fire staff is not on duty for more than 8 hours continuously.
- c) The Private Fireman shall patrol the Bank's premises at regular intervals and just before relieving the fire staff on duty.

- d) Any shortfall of man power due to illness/other reasons will be made up by the Agency on adhoc basis. Absence of deputed person longer than 10 days will be treated as replacement.
- e) Reporting on all matters by the manpower deployed, will be to the Security Manager of RBI, Dehradun.
- f) The agency should be able to provide more manpower if required in future by the Bank under same terms and condition.

### **VIII. List of Duties to be performed by the Private Fire Staff**

Broad Scope of Work and Guidelines to be followed by the Agency/Private Fire Staff will be as follows.

#### **(i) Functional Requirements**

A. **INITIAL RESPONSE TO INCIDENTS**: Tasks occurring between the receipt of an alarm and Initial firefighting or emergency scene activities.

1. Makes preliminary evaluation of incident based on alarm information received (e.g., alarm type, structure type, etc.).
2. Proceeds to assigned apparatus upon receipt of call for service.
3. Wears personal protective equipment before and at emergency scenes.

B. **WATCH DUTIES**: Stands watch to receive incoming alarms and information, answers phones, and monitors access to the fire control room.

C. **ON-SCENE COMMUNICATION**: Communicates at the emergency scene to ensure appropriate coordination of apparatus and personnel.

1. Receives information (e.g., regarding the assignment of personnel and apparatus) from the officer in command upon arrival at the emergency scene.
2. Communicates with other fire personnel at emergency scene about conditions, size-up, etc.
3. Relays orders from superior officers at emergency scene.

D. **PUMP OPERATIONS**: Connects or hooks up apparatus to fire hydrant and operates pumps to supply water in appropriate pressure and volume – using couplings, hoses, spanner wrenches, and other tools.

1. Opens and flushes hydrant to ensure it is functional.
2. Fills hose with water by hydrant pressure.
3. Engages pumps.
4. Monitors control panel (e.g., water temperature, oil pressure gauge, fuel gauge, hydrant pressure).



5. Connects and lays supply line from supply to the apparatus.
6. Notifies higher authorities of any problems that occur while pumping.
7. Shuts down pump when ordered to by appropriate authority.

E. DOCUMENTATION. The Private fireman employed should know how to maintain basic documents under the supervision of Private Fire supervisor. If required the fireman should promptly act as a runner to carry documents/equipment related to Fire, Security and Disaster management from one person/place to other. The fireman should be conversant in Spoken and Written English and Hindi. It will be checked during the time of employment.

F. HOSE (AND EXTINGUISHER) OPERATIONS: Stretches line or uses extinguisher to deliver water, foam, and other extinguishing agents to emergency scene.

1. Determines type (size) and number of lengths of hose needed for operation.
2. Pulls hose out of hose bed.
3. Determines proper nozzle and nozzle setting.
4. Connects hose lines to nozzles.
5. Connects to standpipe when necessary/appropriate.
6. Flakes out hose line prior to charging or during extinguishment to ensure proper operations.
7. Locates seat of fire or other hazard (e.g., gas leak) by observing, smelling or listening for smoke, sound, flames, gas, vapours, etc.
8. Uses extinguisher to extinguish, contain and/or control incident.

G. Assistance to Physically Handicapped Employees/Customers If required, the fire staff on duty when not engaged in an Emergency situation should help and assist physically disabled staff/customers.

H. EQUIPMENT MAINTENANCE: Checks, Cleans, and maintains personal gear and equipment including the Fire Hydrant system, extinguishers to ensure proper and safe operation.

I. DOCUMENTATION:

The Private fire supervisor should maintain the entire document system pertaining to Fire related matters.

## **IX. General terms and conditions**

- 1) For performing the assigned work, the contractor shall deploy medically and physically fit personnel. The contractor shall ensure that the persons are punctual, disciplined, courteous and remain vigilant in performance of their duty. Personnel so engaged by the contractor shall be of high integrity and good

conduct and shall be conversant in Hindi/English. In no circumstances, Private Firemen and Fire supervisors, below 21 years of age should be employed.

- 2) The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes; and that the personnel so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him.
- 3) On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the P&S Officials, Reserve Bank of India, Dehradun. Subsequently, the contractor shall review the work assigned from time to time and advise P&S Officials, RBI, Dehradun, for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the P&S Officials, Reserve Bank of India, Dehradun from time to time.
- 4) P&S Officials, Reserve Bank of India, Dehradun shall be at liberty to carry out surprise check on the persons as deployed by the contractor to ensure that persons deployed by him are doing their duties effectively.
- 5) In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RBI, Dehradun in this respect. Further, the contractor shall immediately replace the person so deployed on the demand of the RBI, Dehradun in case any of the aforesaid acts on the part of the said person.
- 6) The contractor shall carefully and diligently perform the work assigned to him in consultation with the P&S Officials, RBI, Dehradun.
- 7) The contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.
- 8) The contractor shall comply with the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act/ Workman's Compensation Act, 1923 (as applicable); Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act,

1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The contractor shall indemnify the employer against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the currency of the contract.

- 9) The contractor shall be liable for the payment of wages and all other dues to his employees which they are entitled to receive based on Minimum wages as laid down by Local Administration, State of Uttarakhand/Central Government and revision thereafter as and when these are revised by State of Uttarakhand /Central Government if so applicable, to the contractor. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the P&SO and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.
- 10) The AGENCY will not be paid any payments in advance. Monthly payment confirming to the attendance of the Private Firefighting personnel as per the documents to be maintained by the AGENCY and submitted to RBI shall be made by the RBI after the end of every calendar month within the seven working days of the next month. The AGENCY must ensure payment to the Private Firefighting personnel before submission of bills and submit documentary evidence like bank statement etc with the bills.
- 11) The Private Firefighting personnel shall be provided as per the requirement of the Bank and the Private Firefighting personnel so provided by the AGENCY shall not claim themselves as the employees of the Bank and there shall be no employer – employee relationship between the Bank and the Private Firefighting personnel so provided by the AGENCY. Number of Private Firefighting personnel required to be engaged as per the following details and payment shall be made on the basis of actual engagement of Private Firefighting personnel.
  - a) 03 Private Fire Supervisors
  - b) 06 Private Firemen
12. The AGENCY shall be wholly responsible for paying Monthly Salary and other admissible allowances to the Private Firefighting personnel deployed by them at Office Premises. Bank shall not pay any extra charges / payment for whatever reason including of weekly off / leave / holiday etc.

13. In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
14. The AGENCY should acknowledge the receipt of bill payment in written/e-mail reflecting the full details of payment.
15. Contractor shall pay their entitled wages on the last day of the month. It shall not be linked to the payment of the bill.
16. Payment to such workers must be made by the service providers through cheque/ECS/NEFT. Under no circumstances payments will be made in cash. To ensure this, service providers will get a bank account opened for every engaged worker.
17. While submitting the bill for the month, the services provider must file a certificate certifying the following
  - (a) Wages of workers were credited to their bank accounts on (date)
  - (b) ESI Contribution relating to workers amounting to ₹.  
\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)
  - (c) EPF contribution relating to workers amounting to ₹.  
\_\_\_\_\_ was deposited on (date) (copy of the challan enclosed)
  - (d) Agency is complying with all statutory Labour Laws including Minimum Wage Act.
18. The contractor shall compulsorily issue the salary slip to their Firefighting personnel.
19. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall indemnify and further keep the RBI, Dehradun indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of any of the statutes/laws. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, Reserve Bank of India, Dehradun shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly Payment and Security Deposit, if any.
20. The Contractor shall maintain an attendance register in which day to day deployment of personnel will be entered. This register shall be got countersigned on daily basis from Security Manager of the Bank. For Saturday/Sunday, the register would be put up for counter signature on Monday and for holidays on next working day. While raising the bill, the deployment of the personnel engaged during each month, shift wise, should be shown. The

register shall remain available round the clock for inspection by the authorized representatives of the Bank.

- 21. Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.
22. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of ₹ 1000/- per vacant point for shift be deducted from the contractor's bill. The resources deployed should not be frequently changed.
23. In case any public complaint is received attributable to misconduct/ misbehavior of contractor's personnel, and is assessed as true by the Bank, a penalty of ₹1000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the person found involved in the incident shall be removed from the Premises immediately.
24. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:
- i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
  - ii) After four weeks delay the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit / PBG may also be forfeited.
25. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.
26. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

27. The contractor shall ensure that Private Fire staff engaged by the contractor do not take part in any staff union and association activities.
28. RBI, Dehradun will deduct tax at source and all other statutory taxes/service tax/ charges etc. as applicable from time to time from the amount payable to the contractor.
29. If it comes to the knowledge of the Bank that the same staff has been deployed in two consecutive duties/shifts, the Bank shall reserve the right to refuse the payment to the Contractor.
30. The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of Reserve Bank of India, Dehradun.
31. The contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of the Shops and Establishment Act. **The contractor shall arrange to provide reliever equally qualified and competent in case of absence/leave/off etc. of the Private fire staff deployed.** The contractor shall in all dealings with the persons in his employment should have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incurred, he shall without prejudice to any other liability pay to the Regional Director, Reserve Bank of India, Dehradun, a sum as may be claimed by any person/client.
32. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the Bank's premises and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank, either explicitly or implicitly.
33. The contractor shall indemnify and keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case, the Bank is made party and is supposed to contest the case, the Bank, will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to the Bank on demand.

34. Further, the contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.
35. That any loss of official property of the Bank due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Bank. However, Contractor will have the right to appeal to the Regional Director, Reserve Bank of India, Dehradun, whose decision shall be final and binding in the matter.
36. It shall be the responsibility of the contractor to take care of fire safety arrangements in the Bank premises and report the matter related to fire safety to the designated officer of the Bank on immediate basis. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable, related to fire safety of the Bank and if there is any loss to the Bank on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker/s, the contractor shall make good on demand the loss to the Bank. The Contractor should also take steps, in consultation with the Bank, to register FIR with police, if required.
37. The contractor shall provide two pairs of uniform at his own cost to the personnel deployed for this work and will also include fluorescent Jacket-inscribed as FIRE SAFETY at the back, fire helmet, shoes, socks, whistle, raincoat/umbrella for rainy season and loaded torches.
38. If any dispute, difference or question shall, at any time, arise between parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to sole arbitrator appointed by the Bank. In case the Agency do not agree to such appointment, both the parties will appoint an arbitrator each and the arbitrators then will appoint the Presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable, and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further all disputes, difference or question, if any, shall be deemed to have arisen at Dehradun and only courts in Dehradun shall have jurisdiction to determine the same.
39. In case the Contractor does not agree to such appointment, both the parties will appoint an arbitrator and the arbitrator then will appoint the Presiding Arbitrator. The award of the Arbitrator /panel of Arbitrator shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. The venue of arbitration shall be Dehradun. Further all disputes, difference or claim, if any, shall be deemed to have arisen at Dehradun and only courts in Dehradun

shall have jurisdiction to determine the same. The Arbitrator may give interim awards and/or directions, as may be required.

40. During the period of agreement, the contract may be terminated by the Bank by giving one month's notice or on payment of one month's charges in lieu thereof. Also, the contract may be extended with mutual consent of both the parties beyond the initial period. In case of termination of contract or non-renewal of contract, the contractor shall continue to provide services on same terms and conditions for two months or as advised by the Bank, whichever is earlier.
41. It shall be optional with the parties to this Contract to extend it for another one year or two years on the same terms and conditions on the date of termination of this Contract at the discretion of the Bank and on satisfactory performance of duties and proper fulfilment of all terms and conditions of the contract.
42. The contractor shall get the antecedents of his personnel verified through Police channels and the certification/ verification reports shall be made available to the Bank prior to their deployment.
43. The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within two weeks on award of work.
44. If the contractor selected fails to sign the formal agreement within two weeks or fails to undertake the work, the letter of intent shall be treated as cancelled.
45. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.
46. The contractor shall ensure that the personnel so deployed do not allow any property of the Bank related to fire safety equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the Bank.
47. Private Firemen provided shall be adequately trained in fire safety and security measures including first aid, emergency responses and firefighting operations.
48. **No accommodation facility or medical facility will be provided by the Bank to the personnel deployed by the contractor.**

**49. Non-Disclosure Clause**

The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/systems/equipment's etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will be entitled to claim damages and pursue legal remedies.

50. The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”.

a) The contractor agency shall be solely responsible for full compliance with the provisions of the “sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013” in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.

51. The contractor will raise monthly invoice on Reserve Bank of India, Dehradun latest within seven working days of the succeeding month. The Bank will deduct Tax at source at applicable rate as per the Income Tax Act, 1961 and all other taxes, duties as applicable from time to time from the amount payable to the contractor.

52. Duty and Discipline: The Private Fire Agency shall be obliged to comply with the following:

a) Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Dehradun.

b) To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Bank informed of all development in this regard.

c) To pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect.

d) To be responsible for behavior of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of the Bank and its representatives.

e) To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Dehradun notifies.

- f) On expiry of the agreement, the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank so that no liability or obligation devolve on the Reserve Bank of India, Dehradun.

Signature and seal of the authorized representative of the Agency

**Date :**

**Place:**

## Format I

(To be given on Applicant's letter head)

To

The Regional Director  
Reserve Bank of India  
Dehradun

**TENDER FOR PROVIDING THE FIRE SUPERVISOR AND FIREMEN SERVICES,  
ON CONTRACTUAL BASIS, AT BANK'S OFFICE PREMISES, IT PARK  
DEHRADUN**

Madam,

In connection with the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Dehradun, I/We state as under:

- 1) I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/Uttarakhand from time to time / other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /WC/ Bonus /Gratuity, etc., also need to be paid as prescribed under various statutes, by me / us.
- 2) In case, I/We are awarded the contract, I/We is /are agreeable to deposit Performance Bank Guarantee/Security Deposit @ 5 % of the cost of work awarded on completion of successful bid, on which no interest will be paid by the Bank. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India, Dehradun. I/We also understand that the Regional Director, RBI, Dehradun, has the right to accept or reject my/our application without assigning any reasons whatsoever and his/her decision will be binding on me/us.
- 3) I / we have valid registration in respect of Employees Provident fund / Employees State Insurance / Service Tax etc.
- 4) I / we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" and I / we shall be solely responsible in this regard.

**Authorized Signatory**

**(With Name & Seal)**

## Part II

(Price Bid)

### **TENDER FOR PROVIDING THE FIRE SUPERVISOR AND FIREMEN SERVICES, ON CONTRACTUAL BASIS, AT BANK'S OFFICE PREMISES AT IT PARK DEHRADUN**

Name of the tenderer/firm: - \_\_\_\_\_

Address:

For providing Private Fire Supervisors (in Skilled Category) and Private Firemen (in Semi-skilled category) Services at the Bank's Office Premises at IT Park Dehradun. **The rates quoted should be exclusive of GST/applicable taxes.**

[This is for illustrative purpose only and the Price Bid should not be submitted with Part-I Techno-commercial Bid. It should be submitted in MSTC

Online Portal under section – Price Bid in excel format (excel format may be downloaded from MSTC portal).]

(Do not quote rates here. Rates to be quoted on MSTC portal only)

#### **Quotation for providing the Fire Supervisor and Firemen Services on Contractual Basis (Rates in Rupees ₹)**

Sr.	Category of Fire Staff ↓ Segments	Firemen	Fire Supervisor
		(A)	(B)
01	Daily Basic Wages Plus DA	709.00	832.00
02	Basic Wages Plus DA for 26 days	18434.00	21632.00
03	ESI@3.25% of Ser No 02 above (NA if exceeds ₹ 21000/-)	599.11	0
04	EPF @13% (including EDLI and Admin Charges) of Ser No 02 or ₹ 15000/-, which ever is lower	1950.00	1950.00
05	Bonus @8.33% of Ser No 02 above (NA if exceeds ₹ 21000/-)	1535.55	0

06	Sub total (Sum of Ser No 02 to 05)	22518.66	23582.00
07	Reliever Charges (1/6 <sup>th</sup> of Ser No 06)	3753.11	3930.33
08	Sum Total (Sum of Ser No 06 and 07)	26272.00	27512.00
09	Charges for deployment of 06 Firemen for 12 months [Ser No 08(A) X 6 X 12]	1891584.00	
10	Charges for deployment of 03 Fire Supervisors for 12 months [Ser No 08(B) X 3 X 12]	990432.00	
11	Sum Total for deployment of 06 firemen and 03 fire Supervisors for 12 months	2882016.00	
12	<p><b>Annualised Charges</b> for Uniform and Accessories for all the firemen and Fire Supervisors, comprising of-</p> <ul style="list-style-type: none"> <li>a. Two pairs of uniform shirts and trousers for each Fire Staff</li> <li>b. Flourescent Jackets for each Fire Staff</li> <li>c. One pair of shoes and two pairs of socks for each Fire Staff</li> <li>d. One Helmet for each Fire Staff</li> <li>e. One whistle for each Fire Staff</li> <li>f. One raincoat / umbrella for each Fire Staff</li> <li>g. Two good quality high beam torches for the duty staff with batteries</li> <li>h. Mobile phone and its recharges for the Duty Fire Supervisor</li> <li>i. Uniform washing charges for each Fire Staff</li> </ul>	To be filled by the agency	
13	Agencies overheads and Profit	To be filled by the agency	
14	Grand Total (Ser No 11 to 13)		

Note-

- a) **Tenderers are required to fill only fields corresponding to Ser No 12 and 13 in the table above. Further, tenderers are required to fill only a single charge / quote against Ser No 12 above.**
- b) Quotes in which all the categories are not filled will be rejected.
- c) Amount lying between 0-0.999 will be treated as null & void and will be rejected.
- d) Total amount arrived at Ser No 14 above, will only be taken for calculation of L1.
- e) Quoted rates should be all inclusive but exclusive of GST.
- f) Rates quoted by the vendor from Ser No 12 and 13 must be realistic and justifiable. Bank reserves the right to reject the quotes of the bidder/tenderer which are unrealistic and unjustifiable. No representation will be entertained in this regard.
- g) Rates (Ser.No.01 to 11) have been fixed as per CLC minimum wages notification dated September 26, 2023. Further, any revision in the minimum wages as per the CLC notification / guidelines will be considered for reimbursement, however no request for increase in the uniform charges & accessories (Ser 12 of the Price Bid) and overhead expenses and agency profit amount (Ser 13 of the Price Bid) will be entertained.

SIGNATURE OF TENDERER

SEAL

DATE:

PLACE:

**Details/ particulars of the Agency**

(Submit with documentary evidence)

<b>Sl. No.</b>	<b>Particulars/Details to be filled in by the Company / Firm / Agency</b>	<b>Details to be filled by the Company/Firm/Agency</b>
1.	Name of the Firm / Agency Company	
2.	Regd. Office / Business address of the Firm / Agency /Company along with Telephone No., Mobile No., fax number and E-mail, if any (a) Whether having own office/ Branch at Dehradun. (if so, details thereof)	
3.	Date of incorporation / Constitution	
4.	Work experience–Details of work experience as per the requirement in the prequalification criteria supported by work orders, documents/certificates. The details along with documentary evidence of previous experience, if any, of providing Private Fire Fighting staff/services for the Reserve Bank of India at any centre or government/semi-govt./public sector under- takings/ banks/ MNCs should also be submitted.	
5.	Creditworthiness of the Firm / Agency/ Company and their turn-over during the specified period (year-wise). Copies of the Income Tax clearance certificates/Income Tax Assessment orders along with the latest final accounts of the business of the Firm/Agency/Company duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turn over for previous three financial years viz., 2020-21, 2021-22, and 2022-23.	
6.	Whether registered with Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970. If yes, indicate date of registration.	
7.	Whether the firm/agency/company is adhering to the Minimum Wages Act, other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service.	

8.	Whether the firm/agency/company is registered with the PF, ESIC and registration is currently valid. (Please enclose copies of the above)	
9.	Whether the police verification of antecedents of their staff being deployed is got done or not.	
10.	Name and address of the bankers (full detail) along with following details: a) Working capital available on an average b) Bank finance availed (if any) c) Working capital limit availed	
11.	Name and address of the clients along with full details.	
12.	Indicate if involved in any litigation.	
13.	Any civil suits pending in any of the orders executed, give details.	
14.	PAN Number	

## DECLARATION

1. The above information is true to the best of my knowledge and if any information is found untrue or false I may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank and mentioned in Annexure.
3. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

Dated: \_\_\_\_\_

**Signature**

**Name and seal of the TENDERER**



Details of previous experience

S. No.	Nature of service rendered	Name, address & Telephone number of the client (Govt. / Semi-Govt/ bank /others	Name, full address & telephone number of the person concerned under whom the work was carried out.	Number of persons deployed	
				Fire Supervisor	Firemen

**Place:**

**Date:**

**Signature of the applicant with Seal**

**Please attach client performance certificate from minimum two such clients.**

**Details of Banker/s**

(To be given on applicant's letter head)

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1	Name of the Branch and its complete postal Address	
2	Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No. (s) Etc.	
3	Type of Account and Account No.	
4	The period from which the service provider has been banking with the Banker.	
5	Any other information which the service provider may like to furnish about its Bankers:	
6	IFSC code of the Branch	

Authorized signatory  
(With name and seal)

Place:

Date:

**FORMAT OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

(This should be enclosed with tender)

This is to certify that to the best of our knowledge and information M/s..... having address as reproduced below, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of ₹..... (Rupees .....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the Bank

**Note:**

1. Bankers' certificates should be on letter head of the bank and addressed to Regional Director, Reserve Bank of India, Dehradun.
2. In case of successful Bidder being partnership firm, certificate to include names of all partners as recorded with the Bank.

**Proforma of Bank Guarantee for Security Deposit**

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

To

Date:

The Regional Director  
RBI Dehradun  
Dehradun – 248001  
(Uttarakhand)

Madam / Dear Sir,

**Bank Guarantee for performance security deposit for Providing Private Fire Supervisor and Private Firemen Services, on contractual Basis, at Reserve Bank of India, Dehradun\_WHEREAS**

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, (hereinafter called "the RBI") and its Regional Office at 74/1, 3<sup>rd</sup> Floor, GMVN Building, Rajpur Road, Dehradun, Uttarakhand (hereinafter referred to as RBI) has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

**NOW THIS GUARANTEE WITNESSETH**

1. We ----- (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay without demur to the RBI,

a sum of ₹..... (Rupees----- only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹..... (Rupees----- only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ (Rupees----- only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, 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.

**We hereby further agree that –**

a) Any forbearance, act or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹..... (Rupees only).

b) Our liability under these presents shall not exceed the sum of ₹..... (Rupees only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to ----- provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) 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

f) 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.

g) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the --  
----- day of ----- (Month) (Year) being herewith duly authorized. For and on behalf  
of \_\_\_\_\_ (Name of the Bank) Signature of authorized Bank official

Name:

Designation:

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in  
the presence of:

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).