



भारतीय रिज़र्व बैंक / Reserve Bank of India
शिष्टाचार एवं सुरक्षा स्थापना / Protocol & Security Establishment

मुंबई क्षेत्रीय कार्यालय, मुख्य भवन, एसबीएस रोड, फोर्ट, मुंबई-400001
Mumbai Regional Office, Main Building, SBS Road
Fort, Mumbai- 400001

भाग /Part-I

भारतीय रिज़र्व बैंक, मुंबई के विभिन्न परिसरों में फायरमैन की तैनाती के लिए ई-निविदा ।

**E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF
RESERVE BANK OF INDIA, MUMBAI**

निविदाकर्ता का नाम / Name of Tenderer:

डाक पता पिन कोड सहित / Postal Address with Pin code:

फोन / फेक्स / मोबाइल नं. Phone /Fax / Mobile No.:

ईमेल एड्रेस / E-mail Address:

यह दस्तावेज़ भारतीय रिज़र्व बैंक (RBI) की संपत्ति है। आरबीआई की लिखित अनुमति के बिना, उक्त प्रयोजनार्थ आरबीआई को जवाब देने के उद्देश्य के अतिरिक्त इसे किसी भी माध्यम इलेक्ट्रॉनिक या अन्यथा, कॉपी, वितरित या रिकॉर्ड नहीं किया जाए। प्राधिकृत कर्मियों/एजेंसियों द्वारा भी यहां विनिर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए इस दस्तावेज़ की सामग्री का उपयोग सख्त वर्जित है और यह कॉपीराइट का उल्लंघन माना जाएगा और इस प्रकार, भारतीय कानून के तहत दंडनीय होगा।

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अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, शिष्टाचार एवं सुरक्षा स्थापना, मुंबई क्षेत्रीय कार्यालय, मुंबई (आरबीआई) ने इच्छुक पार्टियों को संविदा की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि आरबीआई ने यहां दी गई जानकारी की तैयार करने में उचित सावधानी बरती है और यह मानता है कि यह सही है, न तो आरबीआई, न ही इसके कोई भी प्राधिकारी या एजेंसी और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार कोई वारंटी देते हैं या कोई प्रतिवेदन करते हैं, जो इस दस्तावेज़ में निहित जानकारी या इसके साथ प्रदान की जा सकने वाली किसी भी जानकारी की पूर्णता या सटीकता के विषय में व्यक्त या निहित है।

जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने की आवश्यकता है और उत्तरदाताओं को लिखित रूप में पुष्टि करनी होगी कि उन्होंने ऐसा किया है और वे ई-निविदा प्रस्तुत करने में केवल आरबीआई द्वारा प्रदान की गई जानकारी पर भरोसा नहीं करते हैं। जानकारी इस आधार पर प्रदान की जाती है कि यह आरबीआई या उसके किसी प्राधिकरण या एजेंसी या उनके किसी संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार पर गैर-बाध्यकारी है।

आरबीआई के पास निविदा के साथ आगे न बढ़ने या निविदा के विन्यास को बदलने, इस दस्तावेज़ में दर्शाई गई समय सीमाओं को बदलने या लागू की जाने वाली प्रक्रिया या क्रियाविधि को बदलने का अधिकार सुरक्षित है। यह इच्छा अभिव्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। इच्छा अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।

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

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

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

निविदा अनुसूची / SCHEDULE OF TENDER (SOT)

A	ई-निविदा का नाम E-Tender Name:	भारतीय रिज़र्व बैंक, मुंबई के विभिन्न परिसरों में फायरमैन की तैनाती DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI
B	ई-निविदा नं. E-Tender No.	भारिबैं/मुंबई क्षेत्रीय कार्यालय/अन्य/4/23-24/ईटी/353 RBI/Mumbai Regional Office/Others/4/23-24/ET/353
C	निविदा का अनुमानित मूल्य Estimated value of tender	₹2,92,00,000/- (₹ दो करोड़ बयानवें लाख केवल) सभी कर सहित (जीएसटी रहित) ₹2,92,00,000/- (₹Two Crore Ninety-Two Lakh only all taxes inclusive (excluding GST).
D	लेनदेन शुल्क Transaction fees	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान। Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT in favour of MSTC Limited.
E	निविदा माध्यम Mode of Tender	ई-खरीद प्रणाली (www.mstcecommerce.com/eprochome/rbi के माध्यम से ऑनलाइन भाग I - तकनीकी वाणिज्यिक बोली और भाग II - वित्तीय बोली) e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Financial Bid through https://www.mstcecommerce.com/eprocn/)
F	पार्टियों द्वारा डाउनलोड हेतु एनआईटी उपलब्ध होने की तिथि Date of NIT available to the parties for download	18/01/2024 को सुबह 11:00 बजे
G	बोली – पूर्व बैठक की तिथि व स्थान Date & Place of Pre-Bid meeting (offline)	बैठक 14/02/2024 को दोपहर 03:00 बजे ऑफलाइन आयोजित की जाएगी शिष्टाचार एवं सुरक्षा स्थापना, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय, प्रथम तल, मुख्य भवन, एसबीएस रोड, फोर्ट, मुंबई - 400001

		Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai-400001
	<p>स्थान, समय और तिथि जिसके पहले बोली – पूर्व बैठक के लिए लिखित प्रश्न प्राप्त होने चाहिए</p> <p>Place, Time and date before which Written queries for Pre-bid meeting must be received</p>	<p>शिष्टाचार एवं सुरक्षा स्थापना, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय, प्रथम तल, मुख्य भवन, एसबीएस रोड, फोर्ट, मुंबई-400001 पर 13/02/2024 को दोपहर 12:00 बजे तक या उससे पूर्व</p> <p>Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai-400001 by 12:00 Noon on or before 13/02/2024</p>
H	<p>www.mstcecommerce.com/eprochome/rbi पर ई-निविदा (तकनीकी बोली और वित्तीय बोली) ऑनलाइन प्रस्तुत करने की शुरुआत की तिथि</p> <p>Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi</p>	16/02/2024 को सुबह 11:00 बजे से
I	<p>ई-निविदा (तकनीकी बोली और वित्तीय बोली) ऑनलाइन प्रस्तुत करने की अंतिम तिथि</p> <p>Date of closing of online submission of e-tender (Technical Bid and Financial Bid)</p>	26/02/2024 को दोपहर 12:00 बजे तक
J	<p>भाग-I (तकनीकी बोली) खोलने की तिथि और समय</p> <p>Date & time of opening of Part-I (Technical Bid)</p>	26/02/2024 को दोपहर 03:00 बजे
K	<p>भाग-II (वित्तीय बोली) खोलने की तिथि</p> <p>Date of opening of Part-II (Financial Bid)</p>	भाग-II (वित्तीय बोली) केवल उन्हीं बोलीदाताओं का खोला जाएगा, जिनका भाग-I (तकनीकी बोली) आरबीआई, मुंबई क्षेत्रीय कार्यालय द्वारा स्वीकार्य पाया गया है। ऐसे बोलीदाताओं को उनके द्वारा दिए गए वैध ईमेल के माध्यम से भाग-II (वित्तीय बोली) खोलने की तिथि के बारे में सूचित किया जाएगा।

		Part-II (Financial Bid) will be opened only of those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Mumbai Regional Office. Such bidder(s) will be intimated regarding date of opening of Part-II (Financial Bid) through valid email given by them.
L	बयाना राशि जमा Earnest Money Deposit (EMD)	<p>निविदा आवेदन को एनईएफटी के माध्यम से देय ₹5,84,000/- (रुपाँच लाख चौरासी हजार केवल) की बयाना राशि (ईएमडी) या उक्त राशि के संबंध में प्रस्तुत बैंक गारंटी के साथ तिथि 26/02/2024 दोपहर 12:00 बजे तक कार्य समय समाप्त होने से पहले प्रस्तुत करना होगा।</p> <p>The Tender Application must be submitted along with Earnest Money Deposit (EMD) amounting of ₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only) payable through NEFT or by furnishing Bank Guarantee in respect of the said amount before the close of business hours on 26/02/2024 up to 12:00 Noon.</p> <p>इस शर्त का पालन न करने पर निविदा अमान्य होगी और निविदा निरस्त कर दी जायेगी। कृपया ध्यान दें कि एमएसटीसी लिमिटेड के पक्ष में एनईएफटी द्वारा लेनदेन शुल्क प्राप्त होने के बाद ही वेंडर्स को ऑनलाइन ई-निविदा तक पहुंच प्राप्त होगी।</p> <p>Failure to comply with this condition will render the tender void and the tender will be rejected. Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT in favour of MSTC Limited.</p> <p>ईएमडी पर कोई ब्याज देय नहीं होगा, इसे संविदा आवंटन के 10 कार्य दिवसों के भीतर असफल बोलीदाताओं को वापस कर दिया जाएगा। सफल बोलीदाता के मामले में, वैध बैंक गारंटी के रूप में प्रतिभूति जमा के भुगतान और संविदा के निष्पादन के बाद ईएमडी वापस कर दी जाएगी। यदि बोलीदाता निविदा वैधता की अवधि के दौरान अपनी बोली वापस ले लेता है या कार्य सौंपे जाने पर संविदा निष्पादित करने में विफल रहता है, तो ईएमडी जब्त कर ली जाएगी। निविदा की वैधता भाग- I के खुलने की तिथि से तीन महीने है और वैधता का विवरण "तकनीकी और वित्तीय बोलियों के संबंध में सामान्य अनुदेश" - खंड II, भाग II के पैराग्राफ 3 में प्रदान किया गया है।</p> <p>EMD will not carry any interest. It would be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD</p>

		will be refunded after payment of security deposit in the form of a valid bank guarantee and execution of the contract. EMD shall be forfeited, if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work. Validity of tender is three months from the date of opening of Part-I and the details of the validity are provided in Paragraph 3 of the "General Instructions Regarding Technical and Financial Bids"- Section II, Part II	
	बयाना राशि जमा नोट - कृपया IFS कोड के 5 वें और 10 वें अक्षर को "शून्य" के रूप में पढ़ें। Earnest Money Deposit (EMD) Note - Please read 5th & 10th letter of IFS Code as "Zero"	खाता संख्या (भारतीय रिज़र्व बैंक, मुंबई – शिष्टाचार एवं सुरक्षा स्थापना) A/c Number (Reserve Bank of India, Mumbai - P&SE)	4869229917
		आईएफएस कोड (IFS Code):	RBIS0MBPA04

E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI

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Note: a) The bidder is expected to examine all instructions, scope of work, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

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

Part I

Section - I

Important instructions regarding E-tender

This is an e-procurement event of RBI Office. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting their online tender.

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 Financial 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 computer connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special note: The Technical Bid and Financial Bid have to be submitted online only at <http://www.mstcecommerce.com/eprochome/rbi/buyerlogin.jsp>

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → /e-Procurement/ → PSU / Govt. Depts./ → RBI. Register as Vendor by filling up details and 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.
- 3) In case of any clarification, please contact MSTC/RBI, (well before the scheduled time of the e-tender).

Contact person (MSTC):

1. Shri. Manas Mallick, Chief Manager (MSTC-WRO), Email Id – wroopn2@mstcindia.in Phone No: 9831108435
2. Mr. Tanmoy Sarkar, Deputy Manager; Email id: wroopn11@mstcindia.in Mobile: 8349894664.
3. Mr. Shishupal Yadav, Manager- wroopn6@mstcindia.in Mobile – 8826562675
4. HO Central Helpdesk (MSTC) for Vendors: Phone No 07969066600, 033 40645207, 033 40609118, 033 40645316, Email-Id: helpdeskho@mstcindia.in; helpdeskwro@mstcindia.in

Contact person (RBI, Mumbai):

1. Smt. Suchita Kadam, Manager – suchetakadam@rbi.org.in (Landline No – 022 2260 3386).
2. Shri. Senthilnathan Ganesan, Assistant Manager – gsnathan@rbi.org.in (Landline No: 022 2260 3234).
3. Shri. Saransh Masram, Assistant Manager – saranshmasram@rbi.org.in (Landline No – 022 2260 3425)

B) System Requirements:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above 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.

Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

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 www.mstcecommerce.com once)

For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome

C) Process of E-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. Special Note towards Transaction fee:

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/RTGS, 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.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note: 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.

4. 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-id 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).

5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. Bidding in E-tender:

a) The Tender Application must be submitted along with Earnest Money Deposit (EMD) amounting of **₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only)** payable through NEFT or Bank Guarantee furnished in respect of the said amount before the close of business hours on **26/02/2024 upto 12:00 PM**. The account details for NEFT transactions are as follows.

Beneficiary Name: Reserve Bank of India

IFSC: RBIS0MBPA04

Account No: 4869229917

Documentary evidence in support of remittance shall be submitted to the Bank up to the scheduled time. EMD of the unsuccessful bidders will be refunded by the tender inviting authority within 10 working days of the award of the contract. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work and such bidder shall also be liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years. However, before debarring such bidder, the Bank shall give notice and consider the reply, if any, given by the bidder.

b) The process involves Electronic Bidding for submission of Technical and Financial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → /e-procurement/ → PSU/Govt. depts → /Login under RBI → /My menu → /Auction Floor Manager → /live event → Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common 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.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active, the same has to fill up, and then vendor should click on "save" to record their Financial Bid. Once both

the Technical Bid & Financial Bid have been saved, the vendor can click on the “Final submission” button to register their Bid.

f) Vendors are instructed to use ‘Attach Doc’ button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

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 Bank will form a binding contract between the Bank and the vendor for execution of supply.

k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

l) The 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.

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 & conditions for the tender.

n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

o) No deviation from the technical and financial terms & conditions are allowed.

p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprhome to familiarize with the system before bidding.

Section – II

General instructions regarding technical and financial bids

1. PART- I (Technical Bid Criteria)

1.1 E-tenders in two parts are invited from FMS Companies / Firms / Agencies for “DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI” at an estimated cost of **₹2,92,00,000/- (₹Two Crore Ninety-Two Lakh only)** excluding GST.

1.2 The Online tenders will be available for viewing /download from **11.00 AM** on **18/01/2024** from the website www.mstcecommerce.com and Bank's website www.rbi.org.in.

1.3 A pre-bid meeting of the intending tenderers will be held at **03.00 PM** on **14/02/2024** in Conference Room of Reserve Bank of India on First floor, Mumbai Regional Office, Main Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. RBI will clarify any point/doubt raised by the bidders in respect of the tender. No separate communication will be sent for this meeting except for the change of date or time by the Bank. All the intending tenderers are advised to be present. They may indicate points/conditions/specifications which need to be clarified during the meeting in advance. The written queries for Pre-bid meeting must be received at Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by **12:00 Noon on or before 13/02/2024**. These issues will be discussed in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.

1.4 Intending tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before **12:00 Noon of 26/02/2024**. Tenderers shall submit e-tender proposal along with refundable EMD of **₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only)** complete in all respect as per the prescribed format.

1.5 The Part-I (Technical Bid) will be opened electronically on **26/02/2024 at 03.00 PM**. 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.

1.6 Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

1.7 Before submitting the tender, the Bidders may go through the detailed scope of work, article of agreement and terms & conditions specified herein, on which the work will be awarded by the Bank and required to be executed by the successful Bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that 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 to be awarded under this Tender.

1.8 Bidder/authorized signatory of the Bidder shall sign on each page of the tender before uploading.

1.9 In the first stage, the Technical Bids will be opened. The bid of any bidder who has not complied with one or more of the conditions prescribed in General instructions or terms and conditions in the tender document will summarily be rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria mentioned in the Tender document. Decision in this regard will be at the sole discretion of the RBI.

1.10 Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.

1.11 Each Bidder (each member in the case of partnership firm / joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder, to be null and void.

1.12 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

1.13 RBI shall obtain reports on the past performance of the Bidder from his clients and bankers. RBI shall evaluate the said reports before opening of the financial bid of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers, are found unsatisfactory, RBI reserves the right to reject his offer and his EMD will be returned. RBI is not bound to assign any reason for doing so.

1.14 This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the RBI whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Contractor. Further, RBI will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the RBI to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or

rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

1.15 Eligibility criteria for participating in the tender: Refer to Section VI, Evaluation Criteria.

1.16 Details of the company/firm/agency:

a) The full particulars of the Company/Firm/Agency/Proprietorship are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es) etc. are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of death/disability of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.

b) Details of work experience as per the requirements in the eligibility criteria supported by work orders and work completion certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the RBI at any other center should also be given.

c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers (as per format prescribed in Section X of part-I of the tender document) with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last five years.

d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc. of the contact executives (i.e. the person who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

1.17 Documents required to be uploaded – Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB)

a. Form of Tender, Articles of Agreement, Scope of Work and Terms & Conditions duly signed.

b. Incorporation documents.

- c. Audited Income-tax returns/ assessment orders of last 05 accounting years, ie, upto March 31, 2023.
- d. Audited annual financial statements for the last 05 accounting years, ie, upto March 31, 2023.
- e. All documents related to similar work experience in Firemen services supported by Work Orders and completion certificates during the last 05 years ending March 31, 2023 (from April 01, 2018 onwards). **Contract shall be a direct contract between principal employer and the contractor. Work order and work completion certificate shall be in the name of the contractor. Third party contract/ sublet contract will not be considered for evaluation.**
- f. Details of manpower on rolls with documentary evidence.
- g. Copy of the PAN, DIN, TIN, TAN and GST Registration, etc. wherever applicable.
- h. Solvency certificate issued by applicant's Banker for the estimated cost of work.
- i. Employee Provident Fund Registration certificate, ESIC Registration certificate and Copy of License under Contract Labour (Regulation and Abolition) Act, 1970.
- j. Copies of ISO 9001: 2008-Certificate in Quality Management System.
- k. Details of current and previous clients during the last 05 years ending March 31, 2023 (from April 01, 2018 onwards).
- l. Power of Attorney/ authorisation with the seal of the company/firm in the name of the person signing the tender documents.
- m. Name of the Proprietor/ Partners/ directors of the Organization with designation, and address, mobile number, email ID etc. One self-attested recent passport size photograph of each authorized person of the firm/agency.
- n. Registered office, address, e-mail ID, Fax and Telephone Number and Local Office address (Mumbai and Sub-urban area) through which the work will be handled.
- o. Whether working with any of the Govt. / Semi-Govt. Undertaking(s) as approved Agencies and if so, furnish details.
- p. Banker's details (Section X)
- q. Any other document or information the tenderer wishes to furnish (any litigation, court case, penalty, suspension, dispute etc.).

The above information / documents is required to be furnished by uploading copies of the relevant documents with Part – I (Technical Bid), in the attached proforma, mandatorily by all the bidders to enable the Bank to verify their eligibility for participating in the tendering process.

The documents, which the bidders upload, while submitting Part I of the e-tender would be scrutinized by the Bank in due course after opening of Part I of the e-tender on the scheduled date. During scrutiny of these documents, the Bank may advise the

bidders to submit originals of the uploaded documents or any other additional documents, if required by the Bank.

After scrutiny of the documents submitted along with Part I of the tender, Part II (Financial bid) submitted by those bidders who satisfy the eligibility criteria only will be considered by the Bank for opening on a subsequent day which will be communicated to the qualified bidders. Part II (Financial bid) submitted by those bidders who do not qualify would be rejected and the EMD remitted by them would be refunded in due course without any interest.

1.18 Applicants intending to apply will have to satisfy RBI by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, RBI reserves the right to reject their candidature. RBI reserves the right to call for proof / verification of any of the above mentioned documents. **All the submissions/ declarations/assertions made by bidder should be on their letterhead only and each and every page of the document should contain name of company, seal of the company and signature of the authorized signatory.**

1.20 Intending tenderer has to deposit Earnest Money Deposit (EMD) of **₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only)** i.e 2% of the estimated cost of **₹2,92,00,000/- (₹Two Crore Ninety-Two Lakh only)** excluding GST through NEFT in favour of Reserve Bank of India, Mumbai (P&SE) in the A/c No.: 04869229917 & IFS Code: RBIS0MBPA04 or furnish the Bank Guarantee in respect of the said amount. The Bank Guarantee (from Scheduled Commercial Bank) submitted towards Earnest Money deposit has to be valid for the validity period of the tender plus additional 60 days (on or before the date mentioned in NIT). Tenders without EMD will not be accepted under any circumstances. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work. EMD will not carry any interest. EMD will be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after submission of security deposit in the form of a valid bank guarantee and execution of the contract. Documentary evidence in support of remittance shall be submitted to the Bank addressed to The Regional Director, Reserve Bank of India, Protocol and Security Establishment, Mumbai-400 001 so as to reach P&SE Office on or before **26/02/2024 up to 12:00 Noon** super scribing as "EMD for E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI"

2. PART- II (Financial Bid)

2.1. Part-II of the online tender should only contain the service provider's quoted rates as per the prescribed format.

2.2. The tendered rates shall be inclusive of all the liabilities (**exclusive of GST**) of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI, EPF contributions, Bonus, EDLI, reliever charges and liaising with BMC/ Maharashtra Fire Services (MFS) etc. if any required in entire contract period, the Bank shall not pay any extra charges / payment for whatever reason to the manpower deployed. A

reference may be made to all appropriate Government laws/guidelines in this regard. The rates shall also include cost of all labour, uniforms and tools, machinery, equipment etc. required at the sites. The rates are inclusive of Minimum Wages+ ESIC+ EPF+ EDLI+ Admin Charges+ Bonus + Reliever Charges and any other statutory payments. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. Bid is liable to be disqualified for failing to quote the rates mentioned above.

2.3. The rates quoted (considering the probable future revisions in wages) in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract. **The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances. Within the contract period any revision in Minimum Wages and taxes in between by the Central Government shall be borne by the vendor. Also, during annual renewal escalation/increase should be given based on Consumer Price Index and Wholesale Price Index declared by Central Government.**

2.4. Financial Bids not conforming to the statutory obligations like Minimum Wages, EPF, ESI, Bonus, EDLI, Administrative Charges and Reliever Charges etc. are liable to be rejected.

2.5. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive **(exclusive of GST)**.

2.6 Financial Bids shall be inclusive of the cost of the uniform and identity cards and protective gear provided by the company/agency/firm to the personnel deployed.

2.7. Reserve Bank reserve the rights to itself to reject any bidder during any stage of the tendering process, without giving any reason thereof. Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part. Bids shall be evaluated based on a lowest financial bid.

3. Opening of Tender

3.1. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates. In case the Contractor withdraws the bid during the validity period, the EMD furnished by the Contractor shall be forfeited by RBI.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3. No deviations / conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

3.4. The Part-II (Financial 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 through valid email.

3.5. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

3.6 RBI reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the RBI to do the aforesaid. RBI may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the Tender Document shall be part of the Tender Document. To allow Tenderers reasonable time to take any addenda into account in preparing their proposals, RBI will extend, if necessary, the deadline for the submission of proposal.

(Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper)

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

Section III
Form of Tender

To,
The Regional Director
Reserve Bank of India
Protocol & Security Establishment
Main Building, S B S Marg
Fort, Mumbai - 400 001.
Dear Sir,

Having examined carefully the specifications, scope of work and conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the memorandum and 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 Section II, Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and terms and conditions, conditions hereinbefore referred to, specifications, 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.

MEMORANDUM

(a)	Description of works	DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI
(b)	Estimated cost of works	₹2,92,00,000/- (₹Two Crore Ninety-Two Lakh only (excluding GST).
(c)	Earnest Money deposit (EMD)	₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only) (calculated as 2% of total estimated cost)
(d)	Validity of quoted rates	The period of contract will be up to March 31, 2025 from date of award of work (issue of the work order) as per laid down contractual obligations. The tender along with the prices shall remain valid initially for a period of 03 months from the date of opening of technical bid.
(e)	Performance bank guarantee	₹14,60,000/- (5% of the estimated cost of tender.)

1. I/we undertake to offer my/our services in conformity with scope/nature of work, articles of agreement and the Terms and Conditions set out in the tender document.

I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.

2. I/we agree that our tender will remain valid for acceptance by the Bank for 03 months from the date of opening of technical bid and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/we also agree that withdrawal of bid during the validity period shall result in forfeiture of EMD.

3. I/we have deposited a sum of **₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only)** or furnish the Bank Guarantee in respect of the said amount as earnest money with the RBI, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited to the Reserve Bank of India.

4. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to RBI such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.

5. I/we, do here by declare that there is no case pending with the Police/ Court/ Regulatory Authorities against me/us. Also, I/we have neither been suspended / delisted /disqualified nor any such process has been initiated against us by any organization including RBI for any reason nor any such proceedings are pending or contemplated. I/we also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

6. I/we certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to the RBI verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/we have no objection to the Bank, in conducting site visits, for inspection of establishments/similar services maintained by us.

7. I/we understand that you reserve the right to accept or reject the lowest bid and any or all the tender either in full or in part without assigning any reason thereof. Also, Reserve Bank reserve the rights to itself to reject any bidder during any stage of the tendering process, without assigning any reason thereof.

8. The Tender is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner, and Part II (Financial Bid) contains only the Financial bid.

Dated this _____ day of _____ 2024.

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 – IV

Article of agreement

ARTICLES OF AGREEMENT made at Mumbai on this _____ day of _____ between the Reserve Bank of India, Mumbai Regional Office, Mumbai having its Central Office at Mumbai (hereinafter called “the Bank”) represented by..... which expression shall unless repugnant to the context include his successors in office on the one part and _____(proprietorship/partnership firm/Company/ Agency), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____ (hereinafter called “the CONTRACTOR”) represented by Shri who is authorized to enter this agreement by its Board of Directors which expression shall include its/his successors, assigns and legal representative on the other part.

WHEREAS RBI intends to engage a contractor for “DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI” and has caused specifications describing the work to be done [as detailed in Tender Documents (Part I, Part II, annexures and amendments thereof)]. AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Part I, Part II, annexures and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS RBI had called for tenders from eligible contractors to provide services for “DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI” as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tenders and RBI has awarded the contract, to provide services for “DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI” as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

Definitions - In this Agreement, unless there is anything repugnant to the subject or context:

“Agreement” means the agreement signed between the Contractor and the Bank for the execution of the work.

“Site” means the Bank’s residential and Office premises.

“Work” means Facility Management Services for – DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI

“The Bank” means Reserve Bank of India or RBI established under Section 3 of the Reserve Bank of India Act, 1934 (2 of 1934)

“Tender document” shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.

“Day” shall mean Calendar day

“Working day” shall mean days when Employer’s office is working i.e. Days excluding Public holidays, Saturdays and Sundays.

“Month” shall mean the calendar month.

“Year” shall mean Calendar Year

“Bidder (s)” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.

“The Contractor” shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

“The Authorized representatives of the Bank” means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.

“Contract Period” shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Bank.

“Contract Price or Contract Amount” shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned tender documents and as accepted by the Bank and indicated in the letter of award of work.

“Notice in writing or written notice” shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.

“Writing” includes any written paper document, mobile text and any e-mail correspondence.

In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

1. Contract Period: This agreement will come into effect from April 01, 2024 and will remain in force up to March 31, 2025. The contract may be considered for further renewal for maximum two years (one year at a time) on the same terms and conditions provided the Bank finds the services of the Contractor satisfactory and at the sole discretion of the Bank. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this

agreement and shall be binding on the parties. Within the contract period any revision in Minimum Wages and taxes in between by the Central Government shall be borne by the vendor. Also, **annual escalation/increase should be given based on Consumer Price Index and Wholesale Price Index declared by Central Government.**

1.1 Renewal of contract: At the sole discretion of the Bank, the contract shall be considered for further renewal for the succeeding year on same terms and conditions with requisite increase / decrease in rates based on formula given below provided the Employer finds the services of the Contractor satisfactory. The decision of the Bank in this regard shall be final and binding.

$$VN = V + VM + VL$$

where,

$$VM = 0.30 \times 0.88V \times \{(WI - WIO)/WIO\}$$

$$VL = 0.70 \times 0.88V \times \{(CI - CIO)/CIO\}$$

VN = Contract amount for the current year

V = Contract amount for the previous year

VM = Variation in material cost

VL = Variation in labour cost

WI = Average of All India Wholesale Price Index for all commodities for the period under reckoning

WIo = All India Wholesale Price Index for all commodities during the month of due date of receipt of tender

CI = Average of All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India during the period under reckoning

Clo = All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India during the month of due date of receipt of tender.

1.2 In consideration of the amount to be paid in the manner set forth under this agreement, the Contractor shall upon and subject to the conditions execute and complete the work described in the scope of work.

1.3 The Bank shall pay the Contractor the Contract amount or such other sum which shall become payable at the times and in the manner specified in the conditions.

1.4 The specifications, agreements and documents mentioned herein shall form the basis of this Contract.

1.5 The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said conditions, and shall make good any damages to the property *etc.*

1.6 Bills for the services may be submitted on monthly basis and will be paid (rounding off the final amount to the nearest rupee) if the bill is found to be in order and after certification by the Caretaker/Security Officer of the respective premises for satisfactory completion of the work. Payment will be made after deducting applicable Income Tax and Surcharge at source. Any Tax etc., if any levied by the Central/State Government will be borne by the contractor. In case of disputed bills, adjustment will be made after mutual negotiation/arbitration. The payment will be made in bank account number through NEFT.

1.7 The contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under Contract Labour (Regulation & Abolition) Act, 1970 etc. at his/her own cost. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

1.8 The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this contract. Bank at its discretion, may, close some of the flats/ colonies any time during the contract period. Bank may also increase the number of flats/ colonies to be maintained which may require deployment of additional manpower. The additional amount payable, if any, shall be decided as per mutual consultation.

2. **Earnest Money Deposit:** Contractors are to deposit an Earnest Money Deposit (EMD) equal to **₹5,84,000/- (₹Five Lakh Eighty-Four Thousand only)** along with the tender document in the form of NEFT in favour of Reserve Bank of India, Mumbai in the A/c No.: 04869229917 & IFS Code: RBIS0MBPA04 mentioning your Name/ Company Name/ Name of tender in NEFT/RTGS transaction remarks. Offers not accompanied with EMD will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the bidder refuses to accept deployment order or having accepted the deployment order, fails to carry out his obligations mentioned therein or if the bidder submits falsified documents with the sole aim to win the bidding. No interest will be payable on the EMD. The EMD of unsuccessful bidders will be returned within one month of the opening of Part-I of bid. Contractors are advised to furnish all information along with necessary documents only in MSTC online portal. Incomplete tenders are liable for rejection. The Earnest money paid by the successful bidder will be released after submission of Security deposit in the form of Performance Bank Guarantee. No exemption to MSME shall be given for submission of EMD.

3. **Performance Bank Guarantee (PBG):** The successful tenderer shall deposit PBG @ 05 % of the contract amount in favour of Regional Director, Reserve Bank of India, Mumbai Regional Office, within 15 days of the award of contract. The PBG shall be valid for a period of 60 days beyond the date of termination of contract. No interest will be paid on it. The PBG deposited by the agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the agency and / or loss/ damage if any sustained by the RBI, Mumbai on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of

the agreement. The bidder shall execute an agreement with the Bank on stamp paper within 15 days of receipt of letter of acceptance/ work order. However, the issue of letter of acceptance/ work order by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. Submission of PBG shall be ensured as stipulated in the tender. In case of delay in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

4. Terms applicable for Payment:

a) The Contractor shall raise the bill, on monthly basis and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents:

- i. Documentary proof of attendance register.
- ii. NEFT statement evidence remittance of wages to the deployed employees.
- iii. Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favour of the employee deployed at Bank's site.
- iv. Bank Statement / ECS mandates / cash receipt of payment.
- v. Declaration for compliance of Contract Labour Act & Minimum wages Act.
- vi. GST declaration.

b) Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the document as above is not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of persons deployed by the Contractor have been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this contract. Bills shall be settled after deducting all applicable statutory taxes i.e. Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.

c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Bank to recover the same from the contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Bank to the contractor, without any interest thereon whatsoever.

d) Bank will pay the agreed amount on performance basis, inclusive of all taxes on the basis of monthly bills submitted by the agency. No other charges of any kind shall be

payable. The agency should ensure that wages & allowances paid to the Firemen staff are in compliance with Central Government wage regulation. Proof of paying minimum wages paid should be submitted by the agency to the RBI. The percentage of wage increase will be given as per percentage revision of wages by the Central Government. No separate travelling expenses will be paid by the Bank to any firemen or agency officials for visiting RBI Offices, Mumbai. The TDS, if applicable, will be deducted by RBI.

e) The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 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 Employees Compensation Act, 1923. The Workmen Compensation policies shall be valid till the validity of contract with the Bank. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. 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 terminate the contract. The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and all other applicable laws. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years. Contractor shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.

f) The Contractor shall ensure timely payment of wages/salary to the persons employed for the purpose of this agreement (through cheque or by crediting to the bank account) and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to RBI every month.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR

1. The total number of manpower required at present is 64 which includes 48 (Forty-Eight) Firemen, 15 (Fifteen) Supervisors and 01 (one) Head Supervisor. The manpower should be deployed in three shifts i.e., from 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 am. Two Fireman & One Supervisor is required to be deployed in each shift. The contractor will be required to ensure that a Fireman/supervisor does his duty of maximum 8 hours in a day, i.e., the fireman who has done an 8 hour shift in a day will not be deployed for another shift on the same day. The contractor will be responsible for providing reliefs for its staff on account of weekly offs / leave etc. Reliever must be provided in all cases as per labour laws. The total working days/duties per person should not exceed 26 in a month i.e. each person engaged must get at least one rest day in a week. The Bank is liable to impose penalty at the rate equivalent to wages per day for not providing

- reliever due to absenteeism. The reliefs provided for more than 10 days will be assumed as regular replacement and will be deployed at RBI, Mumbai regularly thereafter till directions are issued by the Bank. The replacement must also meet the educational qualification, experience criteria, medical and physical standards as prescribed in the tender document for the fire staff.
2. The contractor shall ensure that manpower deployed for services mentioned above shall be the employees of the contractor for all intents and purposes and the workers so deployed shall remain under the control and supervision of the contractor and in no case, 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. The contractor shall deploy manpower with immediate effect/ date of award of work. On taking over the responsibility of work assigned, the contractor shall formulate the mechanism for due assignment of work to its personnel in consultation with the Bank and review the work assigned from time to time and advise the Bank for further streamlining their system.
 4. If the worker deployed by the contractor does not perform his duties properly or commits misconduct or indulges in any riots or disorderly conduct, the contractor shall immediately withdraw such worker and take suitable action against him. Further, the contractor shall immediately replace the particular person so deployed on the demand of Bank in case any of the aforesaid acts on the part of the said person.
 5. The contractor shall carefully and diligently perform the work assigned in consultation with the Bank or the officer designated by the Bank in this respect from time to time.
 6. The contractor shall deploy medically and physically fit persons (only from the age group 25 years to 40 years for Firemen and from the age group 30 years to 50 years for Supervisor & Head Supervisor). The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performing their duties. Persons so engaged by the contractor shall be from amongst trained firemen of high integrity and good conduct. In no circumstances, firemen below 25 years and above 40 years of age and Supervisor & Head Supervisor below 30 years and above 50 years should be employed.
 7. The contractor shall duly check the antecedents and credentials of the personnel deployed by it. 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 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. A Police verification should have been carried out by the contractor in respect of these personnel (Including the temporary relief as when so provided). A certificate certifying the same shall be submitted by the contractor.
 8. On taking over the responsibility of the work assigned, the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with

- the Bank. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Bank from time to time, and that the contractor shall carefully and diligently perform the work assigned to him in consultation with RBI, Mumbai.
9. The contractor shall be liable for the payment of wages and all other dues which they are entitled to receive under various labour laws/ acts and other statutory provisions.
 10. The contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to Regional Director, Reserve Bank of India, Mumbai and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; 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 Bank 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 this contract. The contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Mumbai indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the noncompliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Mumbai shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payment and PBG.
 11. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Mumbai, a sum as may be claimed by RBI, Mumbai.
 12. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Regional Director, Reserve Bank of India, Mumbai indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Agency's failure to fulfill 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, the Regional Director, Reserve Bank of India, Mumbai shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payment, Earnest Money Deposit and PBG.

13. The contractor shall take all reasonable precautions to prevent any riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Mumbai. The contractor shall keep the RBI, Mumbai indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the contractor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case RBI, Mumbai is made party and is supposed to contest the case, the RBI, Mumbai will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to RBI, Mumbai on demand. Further the contractor shall ensure that no financial or any other loss / liability comes on RBI, Mumbai in this respect of any nature whatsoever and shall keep RBI, Mumbai indemnified in this respect.
14. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Mumbai and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Mumbai either explicitly or implicitly.
15. The contractor shall provide two pairs of uniform per year at his own cost to the persons deployed for this work and shall include Shirt (Shirt/Jacket-inscribed as FIRE SAFETY at the back), helmet, fire-fighting hand gloves, fireman axe, gumboots, metal cutter, leather shoes, socks, lanyard with whistle, Jersey for winter, Rain coat/umbrella for rainy season and loaded torches at all the posts, etc., and Reserve Bank of India, Mumbai shall have no liability whatsoever on this account.
16. The contractor shall be required to maintain permanent attendance register/roll within the building premises in which day to day deployment of personnel will be entered and which will be open for inspection and checking by the authorized officers of Reserve Bank of India, Mumbai or Labour Department or any other authority.
17. The contractor shall deploy his/her 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 Shops and Establishment Act. The contractor shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The contractor shall in all dealings with the persons in his employment 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 Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Regional Director, Reserve Bank of India, Mumbai, a sum as may be claimed by Reserve Bank of India, Mumbai.
18. The contractor shall ensure that the persons so deployed do not allow any property of the Reserve Bank of India, Mumbai related to Fire Safety Equipment to be taken out of the premises without a Gate Pass signed by the designated officials

of the Reserve Bank of India, Mumbai. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any.

19. It shall be the responsibility of the contractor to take care of fire safety arrangements in the Reserve Bank of India, Mumbai premises and report the matter related to fire safety to the Security Officer of Reserve Bank of India, Mumbai 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 and security of the Reserve Bank of India, Mumbai and if there is any loss to the Reserve Bank of India, Mumbai on account of dishonesty, and/or due to any lapse/negligence on the part of the contractor or his worker/s, the contractor shall make good on demand the loss to the Reserve Bank of India, Mumbai. He should also take steps, in consultation with Reserve Bank of India, Mumbai authorities, to register FIR with police, if required.
20. The contractor shall report to the Security Officer/ Fire officer of the Reserve Bank of India, Mumbai and will comply with the instructions issued by him from time to time.
21. Contractor and all his personnel deployed shall follow COVID 19 protocols.
22. **Surprise Check:** A surprise review/ inspection (monthly or more frequent, as decided by the Bank) of the performance/ work of the contractor, quality of work, Health check-up and police verification of Firemen staff, attendance of Firemen staff as per agreement and other aspects mentioned in the tender document, will be conducted by the Bank (it will be also based on feedbacks from Bank's Security Officer/ caretakers or complaints in complaint register).

C) Termination of the contract

1) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016 or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/it requiring him/it to show to the reasonable satisfaction of the Bank that he/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of Court attaching property to be issued against the Contractor.

Or the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or the Contractor assigns or sublets this Contract without the prior written consent of the Bank.

Or the Contractor charges or encumbers this contract or any payments due or which may become due to the Contractor hereunder.

Or if the Bank determines that the contractor

(i) Has abandoned the contract.

(ii) Has failed to commence the works, or has, without any lawful excuse under these Conditions, suspended the progress of the works after receiving the Bank's notice to proceed or

(iii) Has failed to proceed with works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the sites after receiving written notice that the said materials were condemned and rejected by the Bank under these conditions, or

(v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

(vi) Has committed breach of any terms and conditions of this agreement

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank its authorized representatives may enter upon and take possession of the works and all plant, tools, machinery, steam and other power utensils and materials lying upon the premises or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works at the risk and cost of the Contractor, and the Contractor other person or persons employed for completing and using the materials and plants for the works when the work shall be completed or as soon thereafter as convenient, the Bank shall give a notice in writing to the contractor to remove his surplus materials, and should the contractor fail to do so within a period of two days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank for the value of the said materials so taken possession of by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the security deposit.

2) Termination of contract by Contractor - If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing requiring payment of

the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing of 30 days to the Bank, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

3) Right of Bank to terminate contract in the event of death of contractor if individual/sole proprietor - Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination. However, if the contractor had appointed his/ her legal representative under a valid and registered deed of assignment and submitted the relevant documents to the Bank at the time of signing of the contract, in the event of his/her death the Bank may continue the contract with the said Legal Representative, if it so desires by entering into a fresh agreement under the same terms and conditions and for the period as may be decided by the Bank.

D) Penalty Clause

- i. The contractor will be required to maintain a complaint/feedback register at each site, which should be easily available to all the Security Officers and Caretakers. The complaint/feedback register should be attended to on ongoing basis and it should be ensured that complaints in the register are resolved without any delay. In case it is found that the complaints have not been rectified/resolved despite entry in the complaint register, the Bank may impose penalty of **₹500/-** for each such unresolved complaint beyond 24 hours and the same may be adjusted from the monthly bill payable to the Contractor. The decision of the Bank will be final in this regard.
- ii. The contractor shall deploy skilled firemen who are experienced. If the manpower deployed are found to have inadequate experience to execute the work, the contractor shall substitute such staff immediately. Failure on the part of contractor to deploy experienced staff, will attract a compensation to be paid by contractor at the rate of **₹1000/-** (₹One thousand only) per workman per day. Decision of the Bank as to whether particular staff possesses requisite experience shall be final and binding.
- iii. The Contractor shall maintain a permanent attendance register duly signed by its staff deployed which will be open for inspection and checking by the caretakers and Security officials of the Bank any time. The contractor shall ensure that the required number of staff is deployed for duty every day. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty equal to the value arrived at, as per the following formula, shall be levied by the

Bank. In case the contractor fails to maintain the requisite staff repeatedly, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. Also, frequent changes in the personnel should be avoided.

Penalty for absence from duty would be calculated as follows:

$$(A \times C) / (365 \times N)$$

Where, A - Total no. of absence from duty

C - Contract Amount per annum

N - Required number of employees per day as per Contract

- iv. Refresher training of firemen staff shall be conducted every six months. Reports of the same shall be submitted to the Bank Failure to comply with will attract monetary penalty of **₹2000/-** (₹Two Thousand only) per day.
- v. In case the entire work rendered is found unsatisfactory or any Office/specified area work is not done properly as per the contract or if any other deficiency in service/ performance is found then the Bank may impose a penalty of **₹5000/-** (₹Five Thousand only) per instance.
- vi. The amount of penalty may be recovered either from the monthly bill payment or from the security deposit. If repeated complaints/ lapses in performance are found then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing, however, the Contractor shall continue to discharge its/his obligations during the notice period unless dispensed by the Bank. In case of termination of the agreement for contravention of the terms and conditions of the agreement, the contractor may be debarred from any business dealings with the Bank for a period of five years. However, before debarring the Contractor, the Bank may give a seven days' notice to the Contractor and consider the response, if any, thereon. The decision of the Bank will be final and binding in this regard.

E) **Non-disclosure:** 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 or its employees during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

F) **Sexual Harassment:** The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor

shall ensure appropriate action under the said Act in respect to the complaint". 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. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank's employee/resident, if sexual harassment by the employee of the contractor is proved by the Committee. Upon receipt of such complaint, the Contractor shall remove such person from the premises of the Bank and replace with suitable person till the enquiry/proceedings have been completed and the person is not found guilty. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

G) **Risk and Cost Clause:** Notwithstanding anything contained in any other clause, Bank reserves the right to terminate the contract due to any failure on the part of the contractor in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the Bank about the failure on the part of the contractor shall be final and binding on the contractor. If there is any stoppage of service in any area of the operation, for any reason, the contractor is liable for penal action as decided by Bank. In the event of any failure on the part of the contractor, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost, loss, if any, incurred by Bank shall be recovered from the amount payable to the contractor or from the security deposit and the Contractor shall not have objection to such recovery.

H) **Insurance:**

1. The Contractor shall at his own expense, arrange to effect and maintain entire contract with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

a) All risks as per Standard all risk Policy for Contractors

b) Workmen Compensation Policy for all workmen deployed at site

c) Third Party Liability Policy as per following details:

- For injury to persons – ₹2.00 Lakh per person per accident.
- For damage to property – ₹5.00 Lakh per accident.

Subject to overall ceiling as per extant Insurance guidelines.

Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies (within 15 days of issue of work order), the Bank may impose monetary penalty of **₹1000 per day** also Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

2. The contractor shall be responsible for all injury to persons, property, animals or things and for all structural and decorative damage to property which may arise from

the operation or neglect of himself or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this contract. This clause shall be held to include inter alia any damage to buildings, property. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and in respect of any award of compensation or damages consequent upon such claim. The Bank shall have right to recover any such expenses/damages from any amount payable to the Contractor or from the security deposit and the Contractor shall not object to such recovery.

3. The Contractor shall reinstate all damage of every sort mentioned in this Clause, to deliver up the whole of the Contract works complete and perfect in every respect and to make good or otherwise satisfy all claims for damages to the property of third parties.

4. The Contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the completion of the contract, with an approved Office a Policy of Insurance in the joint names of the Bank and Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

5. The Contractor shall also similarly indemnify the Bank against all claim which may be made upon the Bank, whether under the Employees compensation Act or any other statute on force, during the currency of this contract or at common Law in respect of any employee of the contractor and shall be at his own expense effect and maintain until the completion of the contract, or with an approved Office a Policy of Insurance in the joint names of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

6. The Contractor shall insure the workers at his cost and keep them insured until the completion of the work, against loss or damage by fire within the joint names of the Bank and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract. Such policy shall cover the property of the Bank only and the Bank's and Surveyors fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the contractor or of any sub-contractor or employee. The contractor shall deposit the policy and the receipts for the premium as specified.

I) Contractor's Employees:

1. The Contractor shall ensure that:

- i. All instructions, guidelines and specifications issued to the Contractor by the Bank are clearly and effectively communicated by the Contractor to its employees and personnel.
- ii. All instructions, guidelines and specifications are strictly adhered to by the

employees and personnel of the Contractor so that the reputation of the Bank is not compromised.

- iii. No action of the Contractor and / or its employees and/or personnel shall violate prevailing laws and regulations. The Contractor shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies. Further, the antecedents of staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted in the Bank.
 - iv. The Firemen staff or any other employees of the contractor shall not demand/ accept any money or reward in any shape from Bank employees or their family members or guests staying in colonies.
2. The Contractor shall, on the request of the Bank, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank commits misconduct and such persons shall not be again employed on the works without the permission of the Bank.

J) Signing of Contract Agreement:

1. General instructions contained in the tender to the bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful bidder. The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank.
2. In case of partnership firms, 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.
3. On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Mumbai/ Maharashtra. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the contractor shall devolve on the contractor and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the contractor. Where the security deposit is utilized for the said purpose, the contractor shall immediately replenish the utilized amount. Failure to do so may amount to breach of the agreement and consequences thereof shall follow.

K) Licenses, Compliances and Indemnity:

- (i) The Contractor shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

(ii) The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour/ Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts / Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement.

(iii) The Contractor shall comply with all requirements of law about the provision of labour and ensure that an appropriate license from concerned labour department is obtained. It shall be the responsibility of the Contractor for furnishing necessary statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

(iv) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deduction from amount due to the contractor or from the security deposit.

L) Disputes Resolution: All disputes arising under this Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

M) Failure to Exercise RBI's rights: Any omission on the part of Bank at any time to exercise any of its rights under the terms of engagement of the contractor shall not be deemed to amount as waiver on the part of Bank of its rights and in no way impair or affect the validity of the terms and the privilege of Bank to enforce its rights at any time subsequently.

N) Tenancy Rights: Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the contractor for due execution of the contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be

evicted and prosecuted.

O) **Other Condition:**

- i. Firemen deployed by the agency should not be changed within one year of deployment unless required in extreme cases. Any replacement/relief provided will be assumed as permanent replacement.
- ii. One dedicated mobile phone (with active number) should be provided by the agency at the fire console room for the operational use by the firemen, expenses to be borne by fire.

P) **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, civil commotion, local commotion of workmen, or lockout, affecting any of the trades employed on the work or serious loss/damage by fire, 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

Q) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or individual proprietorship	IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the Contractor is a company	IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed in its behalf, the day and year first hereinabove written.

Signed and delivered by Reserve Bank of India, Mumbai

(Name and Designation)

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

if the party is a

Partnership firm

Or individual

Proprietorship

SIGNED AND DELIVERED BY _____

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

THE COMMON SEAL OF _____

If the Contractor

is a company

Was hereunto affixed pursuant to the resolutions passed by its
Board of Directors at the meeting held on _____

In the presence of –

Witness:

1. _____

2. _____

If the Contractor
Signs under Common
Seal, the signature
should tally with
the sealing clause in
The Articles of
Association

Directors who have signed these presents in token
thereof in the presence of -

1. _____

2. _____

If the Contractor is signed
by the hand of Power of
Attorney, whether of a
company or an individual

SIGNED AND DELIVERED BY -

The Contractor by the hand of

Shri _____

and duly constituted attorney.

Place:

Signature of the contractor

Date:

(Seal)

Section - V

Terms and conditions

1. Security Deposit -

(i) The Successful bidder shall furnish Security Deposit to the Bank within 7 days from the date of acceptance of offer. The security deposit will be 5% of the tender value (rounded off to nearest ten thousand rupees) for due performance of the contract in the form of Bank Guarantee valid for a period up to two months after expiry of the contract. The bank guarantee shall be renewed for a further period of one/ two years in case of renewal of the contract by the Bank. The Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for the amount of Security Deposit during the period of agreement.

(ii) Failure to pay the security deposit shall be treated as failure to discharge the obligations under the contract and shall result in cancellation of the offer of the contract and forfeiting the EMD. The bidder shall be liable to compensate the Bank for any loss incurred by the Bank.

(iii) The bank guarantee shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the bidder or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.

(iv) The Bank reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by the Bank due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation / insolvency or change of composition or for the penalty imposed by the Bank under the agreement. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding.

(v) On payment of the security deposit, the contracting firm will be required to enter into an Agreement/ Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank.

(vi) If the successful bidder fails to comply with the terms and conditions of the contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Bank.

2. Prices for extra etc. ascertainment of

A) The contractor may, when authorized by the Bank, add to, omit from or vary the works shown upon the specification, or included in the Scope of Work, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank shall, if confirmed by him in writing immediately, be deemed to have been given in writing.

B) No claim for an extra work shall be allowed unless it shall have the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorized extra work and shall be made in accordance with the following provisions:

(a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(b) The net prices of the original tender shall determine the value of the items omitted; provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

(c) Where the extra works are not of similar character and/or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

Place:

Signature of the contractor

Date:

(Seal)

Section - VI

Evaluation criteria

Technical Bids of applicants will be evaluated based on the eligibility criteria mentioned in the tender document, after scrutinizing all the relevant documents sought from bidders and as per Methodology given as follows. Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of Financial bids.

a) Evaluation of Technical Bid

Technical Bids will be opened first and evaluated to determine responsiveness to the Bank's requirements. The technical bid evaluation shall be done based on the following **eligibility criteria**:

- i. The intending bidder must have minimum five (05) years of experience in carrying out similar nature of works viz Deployment of Firemen in banks, Govt. Financial Institutions, Public Sector Undertakings, Corporate houses, five star Hotels, Airports, Railways, etc. ending March 31, 2023 (from April 01, 2018 onwards).
- ii. The contractor/tenderer must have experience of carrying out similar nature of works during the last 5 years ending March 31, 2023 (from April 01, 2018 onwards) within the criteria given below:

One work costing not less than 80% of ₹2.92 Crore (excluding GST) (The amount of completed work carried out during one financial/ calendar year only will be considered for working out the qualifying amount of work).

OR

Two works costing not less than 50% of ₹2.92 Crore (excluding GST) (The amount of completed work carried out during one financial/ calendar year only will be considered for working out the qualifying amount of work).

OR

Three works costing not less than 40% of ₹2.92 Crore (excluding GST) (The amount of completed work carried out during one financial/ calendar year only will be considered for working out the qualifying amount of work).

Note - Contract shall be a direct contract between principal employer and the contractor. Work order and work completion certificate shall be in the name of the contractor. Third party contract/ sublet contract will not be considered for evaluation.

- iii. Tenderers should have minimum annual turnover of 100% of the estimated cost (₹2.92 Crore) during the last 05 consecutive financial years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) ending 31st March 2023. Copies of audited

financial statements shall be uploaded, in support of the annual turnover, while submitting Part - I (Technical Bid) of the tender.

- iv. They should furnish solvency certificate issued by their Banker, specifically for the purpose of the work for an amount not less than the estimated cost (₹2.92 Crore) of work.
- v. They should have a full-fledge service set up in Mumbai and Sub-urban area for rendering Firemen services and with minimum 64 nos. manpower on roll.
- vi. Tenderers should have a valid license issued by Government authorities and ISO 9001:2015 Certificate in Quality Management system.
- vii. Applying firm should have effective infrastructure / provisions for training of the Firemen. Documentary proof in support to be enclosed.
- viii. Applying firm should have credible Supervisory Infrastructure and network in Firemen services. Documentary proof in support to be enclosed.
- ix. Applying firm should have all the necessary legal / statutory approvals to conduct Firemen services business in Mumbai. Documentary Proof to be submitted.
- x. Applying firm should have Local as well as national presence in operations. Documentary proof in support to be enclosed.
- xi. Age of the Firemen should be below 40 Years and above 25 years and for supervisor & Head supervisor should be below 50 Years and above 30 years.
- xii. The Firemen must have undergone basic course in firefighting at least for 6 months from a government / government recognized institute after matriculation / 10th Standard.
- xiii. The Firemen should have minimum 1 year of experience, supervisor should have minimum 3 years of experience & Head Supervisor should have minimum 5 years of experience of working in the same capacity in organizations of repute.
- xiv. The bidder must provide minimum of two feedback reports in respect of service quality by the bidder at current similar facilities of providing firemen services.
- xv. Tenderers should have applicable and valid registrations with statutory authorities constituted for labour welfare and other purposes such as ESI, EPF, PAN, TIN, GST, etc. duly supported by documentary evidence and certificates of registration.
- xvi. The Tenderer should have a full-fledged office in Mumbai and Sub-urban area.
- xvii. Tenderer should have at least one active/operational current account in a scheduled commercial bank.
- xviii. The Tendering firms / companies must be a profit-making entity for the last five consecutive accounting years ending March 31, 2023.
- xix. The Tendering firms/companies should submit Income Tax Return Certificate/ Assessment Order and audited financial statements for the past five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.
- xx. The bidder should submit the list of its clients (current and previous) with contact details and email id for the last five years ending March 31, 2023 (from April 01, 2018 onwards).

- xxi. The bidder should be able to demonstrate to the satisfaction of RBI with documents that their existing business processes for medical fitness/ police verification of employees and statutory compliances is robust.
- xxii. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- xxiii. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including RBI at any location in India on any grounds.
- xxiv. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- xxv. The bidders shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable. Only those tenderers who qualify as above will be eligible to participate in the captioned tender work.

All the supporting documents for the above criteria are required to be uploaded/ submitted for evaluation.

Evaluation Matrix

Sr. No	Evaluation Parameter	Weightage
1. Average Turn Over in last 05 years		
a	More than ₹5 crore	20
b	More than ₹4 crore up to ₹5 crore	15
c	More than ₹2.92 crore up to ₹4 crore	10
2. Number of years in Firemen services business		
a	More than 15 years	20
b	More than 10 years up to 15 years	18
c	More than 5 years up to 10 years	15
3. Number of manpower on roll		
a	More than 85	20
b	More than 75 up to 85	18
c	More than 64 up to 75	15
4. Similar completed work for deployment of Firemen		
a	More than 10	20
b	More than 05 upto 10	18
c	More than 03 upto 05	15
5. Satisfactory feedback report from previous clients		
a	More than 10	20
b	More than 05 upto 10	18
c	More than 03 upto 05	15

Note: In order to qualify in the Technical Bid, the bidder shall fulfil above mentioned eligibility criteria and score minimum 70 marks as per evaluation matrix.

The Bank shall simultaneously notify the bidders who are qualifying, indicating the date and time set for opening of the financial bid. The notification may be sent by electronic mail.

b) Evaluation of financial bid:

After the technical evaluation is completed, the financial bids of only technically qualified bidders will be opened for the purpose of financial evaluation. The financial Bids shall be opened publicly in the presence of the bidder's authorised representatives who choose to attend (only one representative per bidder). The name of the bidder and the offered prices shall be read aloud and recorded when the financial Bids are opened.

Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part. Reserve Bank reserve the rights to itself to reject any bidder during any stage of the tendering process, without giving any reason thereof.

Bids shall be evaluated based on a lowest financial bid. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency, which gets the maximum marks in Technical evaluation. The decision of the Bank shall be final and binding.

Section - VII

SCOPE OF WORK

A) Description of Work: This work is for deployment of Fireman at Banks various offices and residential colonies, which includes deployment of 48 Nos - Fireman, 15 Nos -Supervisor and 1 No – Head Supervisor Staff, conducting Fire Audit of all Office premises on yearly basis from BMC/ Fire Department/ MFS approved agency/ auditor and Supply of Fire Safety equipment on FTU basis. Also, necessary liaison with BMC for above services should be maintained by the vendor. The main objective is to provide high-level fire safety measures to the entire Bank's premises in Mumbai. The contractor and his management team will supervise the awarded work. The contractor has to ensure that the staffs deployed are dressed in neat and clean uniform approved by the Bank officials.

B) Details of Bank's Premises where work is to be carried out are as under:

i. Details of Office Premises for deployment of Fireman -

Sr. No.	Office Location and Address	Details of the Buildings and Floors
1	Main Office Building Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001	Total buildings - 1
2	Amar Bhawan - Shahid Bhagat Singh Marg, Near Main Building, Fort, Mumbai - 400 001	Total buildings - 1
3	Bandra - Kurla Complex Office Office building, Bandra-Kurla Complex, Plot C-7, C-8, C-9, Near Drive-in-Theatre, Bandra East, Mumbai - 400 051	Total buildings - 3
4	Byculla Office, Reserve Bank of India Dr. A. Nair Road, Opp. Mumbai Central, Mumbai - 400 008	Total buildings - 1
5	World Trade Center – Colaba, Mumbai	Floor - 4
6	Maker Tower - Colaba, Mumbai	Floor - 6
7	Nariman Bhawan Office – Colaba, Mumbai	Floor - 2
8	MTNL Building - Fountain Building-II, Mumbai	Floor - 1
9	Central Office Building Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001	Total buildings - 1

Note: All figures/numbers are indicative

C) Details of work:

- i. Deployment of Fireman – 48 Nos -, Supervisor – 15 Nos and Head Supervisor – 1 Nos.

- ii. Conducting Fire Audit of all Office premises/ residential colonies on yearly basis.
- iii. Supply of Fire Safety equipment on FTU basis.

1) Deployment of Fireman staff is as under:

Sr No	Locations	No of Fireman	No of Supervisor	No of Head Supervisor
1	Main Office Building	6	3	1
2	Amar Building & United India Building	6	3	
3	Byculla Office Building	6	3	
4	BKC Office Building	6	3	
5	World Trade Centre	6	3	
6	Maker Tower	6		
7	Nariman Bhawan	3	-	
8	Central Office Building	6	-	
9	MTNL Building	3	-	
Total:		48	15	1

Note: Deployment/re-appropriation of the number of Fireman staff may change as per requirement of the RBI. The weekly holiday should be given to the staff by the contractor with an alternative arrangement i.e. reliever(s), for which contractor shall consider charges for their reliever(s) while quoting rates under this contract.

- a) Contractor shall deploy manpower as specified in the tender against each property. The Head Supervisor & Supervisors shall be fully responsible to execute the desired work from the given manpower for effective Fire safety work. All Fireman staff and supervisors should report to the Security Officer and Caretakers in each Office property.
- b) The Supervisor should have academic qualification of 12th standard (or equivalent) and should have undergone a basic course in firefighting of minimum 06 (six) months duration from a Government/Government recognized institute. They also should have minimum 03 (Three) years' experience in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations while working in the same capacity in organisations of repute.
- c) The Firemen provided should have undergone a basic course in firefighting of six months from a Government/Government recognized institute. He should also have minimum 1 (One) year experience in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations while working in the same capacity in organisations of repute.
- d) The weekly holiday should be given to the staff by the contractor with an alternative arrangement i.e. reliever(s), for which contractor shall consider charges for their reliever(s), while quoting rates under this contract. Bank reserves the right to verify the wages given by the contractor to the labour deployed by contractor for

performance of this work. The contractor shall make alternative arrangement in the absence of regular assigned workman. Any additional manpower required to carry out the complete scope of work shall be provided by the contractor.

- e) The contractor shall submit daily labour report duly signed by Head Supervisor & Supervisors to the Bank's Caretaker. Contractor shall provide his own biometric attendance system for monitoring attendance (in/outs) of their staff at each premises. Monthly reports generated from the biometric system shall be submitted along with monthly bill. The contractor shall also maintain a record of payment to the fireman, which shall be submitted along with the bill.
- f) The workman shall be provided with uniform (approved by the Bank) with label stating "**Fireman Safety**" in bold letters and the workman should wear the photo I.D card duly signed by the caretaker and Security Officer.
- g) The entire work shall be carried out in consultation with caretaker and Security Officer and obtain necessary acknowledgement (Call Sheets) from them and the same shall be furnished along with the bills duly certified by the concerned Caretaker/Security Officer.
- h) All the tools and equipment will be provided by the contractor. The contractor shall make their own arrangements for storing the necessary tools & equipment.

2) Duties of Firemen:

Trained uniformed firemen will be deployed in three shifts of 8.00 hrs. each for all 7 days in a week. The duty hours in a particular shift can be altered according to Bank's requirement. Firemen staff will perform the following duties: -

- a) Man the Fire Control Room round the clock.
- b) Check all the fire equipment like fire alarm system, maintenance of hydrant system/ evacuation/ stretchers, fire extinguishers, checking of fire tanks and wheel chairs etc. for serviceability at laid down periodicity.
- c) Supervise the work done under AMC of all firefighting equipment.
- d) Conduct quarterly training of staff on firefighting at various locations including colonies.
- e) Fight fire, assist fire brigade and liaison with local fire brigade at Mumbai as required.
- f) Regular inspection of entire premises for identifying fire hazards and taking steps to protect against fire and building code violation.
- g) Check all escape routes and fire lanes daily and ensure that they are free of obstacles.
- h) Under instruction from Security / Fire officer, carry out activity as directed which may include but not be limited to evacuation / assistance to injure / clearance of debris / shifting of dead-bodies etc.
- i) Conduct regular firefighting drills.
- j) Function under the Security Manager in-charge of fire / Fire officer on all aspects of work and administration.
- k) Assist in fire audit as and when carried out. Stay updated on latest firefighting techniques and equipment.

- l) The agency shall provide the Fire Staff on duty with distinct uniforms and badges to identify them as Fire Staff. They should display on their person identity card issued by the Bank.
- m) The agency will be penalized suitably if a fireman is found sleeping on duty or missing from the place of duty or absence from the duty.
- n) Firemen will maintain a decent & presentable behavior.
- o) Firemen should be trained on operations of various fire extinguishers and firefighting equipment installed in the office premises. The firemen will ensure the operation of water pump at the fixed hours in the office.
- p) Any other duties assigned by the superiors from time to time.
- q) The agency shall provide the Fire Staff on duty with dedicated mobile phones to the supervisor at all the locations (adequate balances must be maintained).
- r) Maintain proper attendance register (of each shift) at each site and get verified monthly from caretaker and Security Officer. Contractor shall provide his own biometric attendance system for monitoring attendance (in/outs) of their staff at each premises.

3) Discipline and responsibilities:

That the Fire Safety 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, Mumbai.
- b) To be solely responsible for employment, dismissal, termination and reemployment of its employees and shall keep the Reserve Bank of India, Mumbai informed of all developments in this regard.
- c) To pay all dues of its employees and keep the Reserve Bank of India, Mumbai 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 Reserve Bank of India, Mumbai and its representative
- e) Take appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Mumbai notifies.
- f) On expiry of this 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 Reserve Bank of India, Mumbai so that no liability or obligation devolves on the Reserve Bank of India, Mumbai.
- g) That all precautions will be taken by the agency towards the safety of its employees deployed at the Reserve Bank of India, Mumbai and it will be the sole responsibility of the Agency towards any untoward incident i.e. compensation etc., to its employees.
- h) The contractor shall facilitate in obtaining Form B certificate.
- i) The contractor shall conduct fire audit of RBI, Mumbai premises with the Fire Officer/Auditors/Agencies as approved and listed by MFS.

D) Provide tools and equipment -

The contractor shall have to provide following tools and equipment on FTU basis for Fireman services at all premises under this contract for entire contract period.

The contractor shall provide tools / equipment (listed below) from the date of the issue of the Work order for smooth function of Fireman services:

Details of Fire safety tools & equipment to be used in carrying out the Fireman Services:

Sr. No	List of Personal Protective Equipment (PPE) for firemen (Two items each shall be placed in fire console room of every office)
1	Fire Helmet - Provides head protection, including a face shield, goggles and flashlight
2	Turnout Gear - Flame resistant jacket and pants to protect against heat and flames
3	Self-Contained Breathing Apparatus (SCBA) - Supplies clean air for breathing in smoky environments
4	Fire Boots - Heat resistant and waterproof to protect the feet
5	Fire Gloves - Insulated and durable gloves for hand protection
6	Nomex Hood - Covers the neck and head, providing additional flame resistance
7	Flash Hood - Covers the neck and head, protecting against heat and flames
8	Tool pouch - Carries essential tools like a flashlight, multi-tool, or knife, etc
9	High-Visibility Vest - Enhances visibility during operations
10	Fire resistant Nomex or Kelvar Socks - Protects the feet protection
11	Watch Cap or Beanie - Provides additional head protection
12	Fire Blanket
13	Reflected Jackets
14	Torch - Heat and flame proof

Note: The quantity is indicative and whenever additional tools & equipment are required as per the scope of work the bidder should provide without any additional cost.

Sr. No	List of Firemen Tools (One item each shall be placed in fire console room of every office)
1	Axe - for breaking down doors, walls, or other obstacles
2	Halligan Bar - A multipurpose forcible entry tool used for prying, striking and pulling
3	Hydraulic Rescue Tolls (Jaws of Life) - Used to extricate victims from vehicles or other confined spaces
4	Pike Pole - A long handled tool with a metal point, used for pulling down ceilings or walls
5	Rescue Rope - Essential for high angle rescue operations
6	Portable Lighting Equipment - Enables visibility in dark or confined spaces

7	Bolt Cutters - Used to cut locks, chains, or other obstacles
8	Emergency Medical Equipment - Including first aid supplies, automated external defibrillators (AEDs) and more
9	Rescue Saw - Used for cutting through various materials such as metal or wood
10	Tool Belt - Convenient for carrying smaller tools and equipment
11	Ladders - Essential for accessing elevated areas or rescuing people from buildings
12	Crowbar - Useful for prying or forcing open doors and windows
13	Pry Bar - For forcible entry and lifting heavy objects
14	Megaphone – For proper convey of instructions during emergency
15	Reflector Signals – For providing directions
16	Radium Straps – Marking of important spots
17	Smoke Detector checking tool – Detection of smoke
18	Multi Story Fire Escape Ladder – Useful for escaping during emergency from high buildings

Note: The quantity is indicative and whenever additional tools & equipment are required as per the scope of work the bidder should provide without any additional cost.

In addition to the item mentioned above following items are to be placed in the fire console room of each office –

Items Offices	Reflective jackets for Floor Marshal (Green & Red Colour)	Reflective caps with light for Floor Marshal	Illuminating Batons (Red)	Cabin for storing jackets, caps and batons	Reflective jackets for search and rescue party (Fluorescent Orange)
Main Office Building	10	10	10	5	10
Amar Bhawan	14	14	14	7	14
World Trade Centre	20	20	20	10	20
Byculla Office	10	10	10	5	10
BKC Office	54	54	54	27	54
Total	108	108	108	54	108

Note: The quantity is indicative and whenever additional tools & equipment are required as per the scope of work the bidder should provide without any additional cost.

The tenderers shall supply, provide and maintain above Fire safety tools & equipment items as per the approved list by the Bank on FTU Basis (Free to Use). It will be maintained on daily basis by fireman staff and the contractor will be liable to replace the damaged/faulty items forthwith, failing which punitive action will be taken as deemed fit by the Bank.

The contractor shall have no right to claim any cost/damage/loss due to theft, fire etc. If at any stage during the currency of contract, the quality of fire safety tools & equipment items, performance of the contractor etc. is not found satisfactory, the contract will be terminated forthwith and Security Deposit in the form of Performance Bank Guarantee shall be forfeited.

In case of failure on the part of approved contractor to supply the above mentioned items as per supply order within the stipulated period, the contract shall be cancelled and security deposit would be forfeited apart from taking other punitive action as deemed fit by the Bank.

The tenderers are requested to read and understand the terms and conditions of the contract mentioned in the foregoing paragraphs before applying for tender, as no violation of the aforesaid terms and conditions shall be permitted.

E) List of documents to be maintained at site:

Sr. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copy of the contract
2	Fire staff attendance register	To record attendance of the site staff.
3	Work instruction / Site order Book	For issue of instructions by Officer-in-charge or his representative at site.
4	Complaint Register	To record complaints by the Security Officer and Caretaker Bank's staff
5	Details of tools & equipment and extinguishers used at site Register	To record the tools & equipment and extinguishers quantity
6	Work completion status register	To be updated by the supervisor after completion of the routine jobs along with location.
7	Wage register (record of payments made to workers)	To keep a record of wages paid to the workers at site along with supporting documents (Bank statement etc.)
8	Police Verification/ Antecedent	To verify the background of the staff deployed
9	Health/ Medical certificate of fire staff	To monitor the health and fitness of the staff

10	Fire Safety Round Record Register	To keep the record
----	-----------------------------------	--------------------

F) Health and Sanitary Arrangements for Workers Employed by Contractor:

1)	FIRST-AID Facilities	
	(i)	At every work place, first aid facilities shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 1 0 0 contract labour or part thereof ordinarily employed.
	(ii)	The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
		1) 6 small, sterilized dressings.
		2) 3 medium size sterilized dressings.
		3) 3 large size sterilized dressings.
		4) 3 large, sterilized burn dressings.
		5) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
		6) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
		7) 1 snakebite lancet.
		8) 1 (30 gms.) bottle of potassium permanganate crystals.
		9) 1 pair scissors.
		10) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
		11) Ointment for burns.
		12) A bottle of suitable surgical antiseptic solution.
	iii)	Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
	iv)	Nothing except the prescribed contents shall be kept in the First-aid box.
	v)	The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours.

	vi)	A person in charge of the First-aid box shall be a person trained in First-aid treatment.
2)	Compliance to any other instructions issued by statutory authority	
	In addition to the above, the contractor shall comply with any other instructions issued by statutory authority from time to time without any delay or additional cost.	

I/We hereby declare that I/we have read and understood the above Scope of work and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal:

Date:

Section – VIII
Undertaking

(ON A STAMP PAPER of Rs.100/-)

To,

The Regional Director
Reserve Bank of India
Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building, SBS Road,
Fort, Mumbai – 400001

Place:

Date:

**E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF
RESERVE BANK OF INDIA, MUMBAI**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Code on Wages, 2019, Contract Labour Act and other statutory provisions like Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948, Gratuity, Leave Relief, Relieving Charges, Uniform and Allowances thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Code on Wages, 2019 as amended by the Government from time to time and shall be fully responsible for any violation.
4. We shall also be liable to pay the following statutory perquisite to the manpower deployed by us in connection with the captioned work:

Sr. No	Description	To be filled by the tenderer
1	We should quote the rates based on Minimum wages declared by Central Government as per notification published in October 2023 (Basic +VDA)	Yes/ No
2	No of days per month considered for payment to the manpower deployed is – 26 days	Yes/ No
3	Employee State Insurance Scheme (ESIC) – 3.25% of (Basic + VDA)	Yes/ No
4	Employee Provident Fund (EPF) – 13% of (Basic + VDA+ EDLI + Administrative charges). Under EPF the contribution is payable on maximum wages ceiling of ₹15,000/-	Yes/ No

5	Bonus – 8.33% (Basic + VDA)	Yes/ No
6	Reliever Charges (on sr. no 2 to 5) – 16.67%	Yes/ No

5. We (Name of the firm/establishment) also undertake that if there is any additional statutory obligation with respect to the captioned work, is applicable on us due to change of the status / standing of our firm / Number of manpower deployed, we shall continue to fulfil the increased obligation within the quoted rates / the rates revised as per the formula indicated in the tender without any additional claim.

Place:

Signature and seal of the Tenderer

Date:

Name:

Address:

Section IX

1. 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,

The Regional Director
Reserve Bank of India
Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building, SBS Road,
Fort, Mumbai – 400001

Place:

Date:

Dear Sir,

Bank Guarantee for performance security deposit - “E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI”

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, (hereinafter called “the 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 Rs. _____ 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 Rs. (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 Rs. (Rupees----- only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (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 forthwith upon 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, e-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 Rs..... (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs..... (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 ----- (60 days beyond the Defect liability period) 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)

2. PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID SECURITY

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

To,

The Regional Director
Reserve Bank of India
Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building, SBS Road,
Fort, Mumbai – 400001

Place:

Date:

Dear Sir,

Name of Work:

.....
.....
.....

Ref.: NIT/ Advt.No.

date:

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the “RBI”) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹_____ (Rupees only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹_____ (Rupees only) in respect of EMD.

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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us

as well as the said Tenderer; 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 Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, 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. We undertake to pay the amount claimed by the RBI forthwith upon 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 Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderers 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto six months from the last date of receipt of tender 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) 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

Yours faithfully,

For and on behalf of ----- Bank.

Authorised Official (with seal)

(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).

Section X

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

(To be uploaded by the Tenderer along with the Tender)

1. Name of the company/agency/firm:
2. Composition of the company/agency/firm (whether Partnership/Private Limited/ Proprietorship/ Public Limited):
3. Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
4. Name of the Banker:
5. Name of the Branch and complete postal address:
6. Name and job title of the Bank person along with his/her Telephone No (s) and E-mail id, etc.:
7. Type of Account:
8. Account Number:
9. IFSC Code:
10. Turnover of the company/agency/firm for the last 5 years (year wise):
11. Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
12. The period from which the company/agency/firm has been banking with the bank:
13. Any other remarks:
14. You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹2.92 Crore per annum.

Place:

Signature (for the bank)

Date:

Note:

- (i) Banker's certificates should be on letter head of the bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the bank.
- (iii) Scanned copy (PDF format) of the original must be uploaded while submitting e-tender online through MSTC E-Commerce portal

Section XI

Client certificate regarding of performance of contractor

(To be given on its letterhead by client)

CONFIDENTIAL

1. Name, address, contact no. & email-id of the Client -
2. Details of works executed -
3. Name of work with brief particulars -
4. Agreement amount -
5. Date of commencement of contract -
6. Date of expiry of contract -
7. Duration of relationship with the Agency -
8. Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered -
9. Details of disputes with the agency during the contract -
10. General Feedback on the quality of service by Agency -
11. Rating of services rendered: Outstanding/Very Good/ Good/Satisfactory/ poor -
12. Clients details -
13. Recommendation, if any or any other feedback -

Date: _____ (Authorised signatory of the Client)
Seal _____

Scanned copy (PDF format) of the original must be uploaded while submitting
bids for e-tender online through MSTC E-Commerce portal.

Section XII

LIST OF MAJOR SIMILAR CONTRACTS COMPLETED

During the last 05 years ending March 31, 2023 (from April 01, 2018 onwards)

Sr. No.	Name of Work	Name and Address of client with mobile no. and email-id	Cost of Contract	Period of contract	Status of work	Any other relevant information
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

NOTE:

The list of works/project mentioned should be substantiated with documentary evidence of work orders and work completion certificate. Alternatively, an affidavit of genuineness of such certificates needs to be submitted by the Firm.

Place:

Signature of applicant

Date:

Name & Designation

Section XIII

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank of India
Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building, SBS Road,
Fort, Mumbai – 400001

Place:

Date:

Dear Sir,

E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI

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

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

Section XIV

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank of India
Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building, SBS Road,
Fort, Mumbai – 400001

Place:

Date:

Dear Sir,

E-TENDER FOR DEPLOYMENT OF FIREMAN AT VARIOUS PREMISES OF RESERVE BANK OF INDIA, MUMBAI

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. RBI against any action, claim or proceeding relating to infringement or use of any patent or design or trademark or any other intellectual property rights or any alleged patent or design rights or other intellectual property rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against RBI in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the RBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Section XV

Declarations to be submitted along with each bill by the contractor on his letterhead

1. DECLARATION

I, Shri/Smt.being the owner/proprietor/director of..... (name of the firm/establishment), do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and Code on Wages, 2019 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labour engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Place: **Signature and seal of the Contractor**

Date:

Name:

Address:

Email:

Mobile no.:

2. GST DECLARATION

I do hereby declare that the GST Registration Number of my/our firm/ company/ establishment is..... and the GST claimed in the bill will be paid duly to the Government of India after receipt of the same from the Bank.

I will inform the Bank in due time about the payment of GST to Government of India.

Place: **Signature and seal of the Contractor**

Date: **Name:**

Address:

Email:

Mobile no.:

Section XVI

Schedule of Quantity

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid)

Sr. No.	Services to be Provided	Qty.	Unit	Rate	Amount																		
1	<p>Towards Deployment of Firemen (skilled):</p> <p>Deployment of Forty-Eight (48) Firemen at the Premises of the Bank in three shifts of eight hours round the Clock (24 X 7). The rate shall be quoted for total number of Fireman (48 Nos) including Central Minimum Wages + EPF + ESI +EDLI + Bonus + Reliever charges & other statutory dues etc. for one month.</p> <p>(Total No. of Fireman required =48 persons)</p> <table><tr><td>Main Building Office –</td><td>6 Nos</td></tr><tr><td>Amar Building –</td><td>6 Nos</td></tr><tr><td>Byculla Office –</td><td>6 Nos</td></tr><tr><td>BKC Office –</td><td>6 Nos</td></tr><tr><td>WTC Office –</td><td>6 Nos</td></tr><tr><td>Maker Tower –</td><td>6 Nos</td></tr><tr><td>Nariman Bhawan –</td><td>3 Nos</td></tr><tr><td>Central Office Building –</td><td>6 Nos</td></tr><tr><td>MTNL Building –</td><td>3 Nos</td></tr></table>	Main Building Office –	6 Nos	Amar Building –	6 Nos	Byculla Office –	6 Nos	BKC Office –	6 Nos	WTC Office –	6 Nos	Maker Tower –	6 Nos	Nariman Bhawan –	3 Nos	Central Office Building –	6 Nos	MTNL Building –	3 Nos	12	Per Month	Rates are Not Quoted here	Rates are Not Quoted here
Main Building Office –	6 Nos																						
Amar Building –	6 Nos																						
Byculla Office –	6 Nos																						
BKC Office –	6 Nos																						
WTC Office –	6 Nos																						
Maker Tower –	6 Nos																						
Nariman Bhawan –	3 Nos																						
Central Office Building –	6 Nos																						
MTNL Building –	3 Nos																						
2	<p>Towards Deployment of Supervisor (highly skilled):</p> <p>Deployment of Fifteen (15) Supervisor at the Premises of the Bank in three shifts of eight hours round the Clock (24 X 7). The rate shall be quoted for total number of Supervisor (15 Nos) including Central Minimum Wages + EPF + ESI + EDLI + Bonus + Reliever charges & other statutory dues etc., for one month.</p> <p>(Total No. of Supervisor required = 15 persons)</p>	12	Per Month	Rates are Not Quoted here	Rates are Not Quoted here																		

	Main Building Office – 3 Nos				
	Amar Building – 3 Nos				
	Byculla Office – 3 Nos				
	BKC Office – 3 Nos				
	WTC Office & Maker Tower – 3 Nos				
3	Towards deployment of Head Supervisor (highly skilled): Deployment of Head Supervisor (1 No.) at the Premises of the Bank in one shifts of eight hours. The rate shall be quoted for 1 Head Supervisor including Central Minimum Wages + EPF + ESI + EDLI + Bonus + Reliever charges & other statutory dues etc., for one month (Total No. of Head Supervisor required = 01 person)	12	Per Month	Rates are Not Quoted here	Rates are Not Quoted here
4	Towards Establishment & service charges: Towards supply of Fire Safety equipment on FTU basis, Equipment maintenance charges, Establishment & Service Charges and contractor profit. Rate should be quoted for per month on Lump sum basis.	12	Per Month	Rates are Not Quoted here	Rates are Not Quoted here
Grand total of all 04 items (item no 1 to 4) =					Rates are Not Quoted here

(i) Quotations for manpower deployment have to be as per Minimum Wages Act, 1948 and inclusive of applicable EPF, ESI, EDLI, Reliever charges, Bonus etc. and all applicable statutory dues imposed / to be imposed by Central / State Government Local Bodies (**excluding GST**).

(ii) Uniform will be supplied by bidder at their own cost in accordance with the Terms and Conditions.

(iii) Rates shall be quoted **excluding GST**.

(iv) I have gone through the terms and conditions and I am agreeable to them.

(The rate quotations submitted without factoring Central minimum wages would be rejected and it would not be taken into consideration for selecting L1)

Place:

Signature and seal of the Contractor

Date:

Part II

Section I

FINANCIAL BID

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid)

Sr. No.	Services to be Provided	Qty.	Unit	Rate	Amount																		
1	<p>Towards Deployment of Firemen (skilled):</p> <p>Deployment of Forty-Eight (48) Firemen at the Premises of the Bank in three shifts of eight hours round the Clock (24 X 7). The rate shall be quoted for total number of Fireman (48 Nos) including Central Minimum Wages + EPF + ESI +EDLI + Bonus + Reliever charges & other statutory dues etc. for one month.</p> <p>(Total No. of Fireman required =48 persons)</p> <table><tr><td>Main Building Office –</td><td>6 Nos</td></tr><tr><td>Amar Building –</td><td>6 Nos</td></tr><tr><td>Byculla Office –</td><td>6 Nos</td></tr><tr><td>BKC Office –</td><td>6 Nos</td></tr><tr><td>WTC Office –</td><td>6 Nos</td></tr><tr><td>Maker Tower –</td><td>6 Nos</td></tr><tr><td>Nariman Bhawan –</td><td>3 Nos</td></tr><tr><td>Central Office Building –</td><td>6 Nos</td></tr><tr><td>MTNL Building –</td><td>3 Nos</td></tr></table>	Main Building Office –	6 Nos	Amar Building –	6 Nos	Byculla Office –	6 Nos	BKC Office –	6 Nos	WTC Office –	6 Nos	Maker Tower –	6 Nos	Nariman Bhawan –	3 Nos	Central Office Building –	6 Nos	MTNL Building –	3 Nos	12	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid
Main Building Office –	6 Nos																						
Amar Building –	6 Nos																						
Byculla Office –	6 Nos																						
BKC Office –	6 Nos																						
WTC Office –	6 Nos																						
Maker Tower –	6 Nos																						
Nariman Bhawan –	3 Nos																						
Central Office Building –	6 Nos																						
MTNL Building –	3 Nos																						
2	<p>Towards Deployment of Supervisor (highly skilled):</p> <p>Deployment of Fifteen (15) Supervisor at the Premises of the Bank in three shifts of eight hours round the Clock (24 X 7). The rate shall be quoted for total number of Supervisor (15 Nos) including Central Minimum Wages + EPF + ESI + EDLI + Bonus + Reliever charges & other statutory dues etc., for one month.</p>	12	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid																		

	(Total No. of Supervisor required = 15 persons)				
	Main Building Office – 3 Nos				
	Amar Building – 3 Nos				
	Byculla Office – 3 Nos				
	BKC Office – 3 Nos				
	WTC Office & Maker Tower – 3 Nos				
3	Towards deployment of Head Supervisor (highly skilled): Deployment of Head Supervisor (1 No) at the Premises of the Bank in one shifts of eight hours. The rate shall be quoted for 1 Head Supervisor including Central Minimum Wages + EPF + ESI + EDLI + Bonus + Reliever charges & other statutory dues etc., for one month (Total No. of Head Supervisor required = 01 person)	12	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid
4	Towards Establishment & service charges: Towards supply of Fire Safety equipment on FTU basis, Equipment maintenance charges, Establishment & Service Charges and contractor profit. Rate should be quoted for per month on Lump sum basis.	12	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid
Grand total of all 04 items (item no 1 to 4) =					Rates should be quoted in MSTC under the Section of Financial Bid

Note: It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid.

I/We hereby declare that I/we have read and understood the schedule of Rates and contents of Part II of the tender and also have read and understood all the above

conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Place:

Signature of the contractor

Date:

(Seal)

Section II

Information to be submitted by Successful Bidder on their Letterhead

Minimum Wage Structure per month per person:

Sr. No	Minimum Wage components	Amount per month
1	Basic Wages Plus VDA (Variable Dearness Allowance) x 26 days	
2	Employee State Insurance Scheme (ESIC) – 3.25% of (Basic + VDA), if applicable	
3	Employee Provident Fund (EPF) – 13% of (Basic + VDA+ EDLI + Administrative charges). Under EPF the contribution is payable on maximum wages ceiling of ₹15,000/-	
4	Bonus – 8.33% (Basic + VDA)	
5	Reliever Charges – 16.67% (calculated on total of sr. no. 1 to 4)	

(**Note:** Financial Bids not conforming to the statutory obligations like Minimum Wages, EPF, ESI, Bonus, Reliever Charges etc. are liable to be rejected. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates taking into account the probable future revisions in wages. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances. Also, during annual renewal escalation/increase should be given based on Consumer Price Index and Wholesale Price Index declared by Central Government.)

Place:

Signature and seal of the contractor

Date:

Name:

Address: