



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
THIRUVANANTHAPURAM**

NOTICE INVITING TENDER (NIT)

Reserve Bank of India, Thiruvananthapuram (RBI) invites open e-tender for Engagement of Firefighting Staff in Reserve Bank of India, Thiruvananthapuram. The tendering would be done through the e-tendering portal of RBI viz. "www.mstcecommerce.com/eprochome/rbi". All interested companies / agencies / firms must register themselves through the above-mentioned website to participate in the tendering process. The schedule of e-tender is as follows:

a. e-Tender no	RBI/Thiruvananthapuram/HRMD/34/20-21/ET/423
b. e-Tender short description	E-Tender for Engagement of Firefighting Staff in Reserve Bank of India, Thiruvananthapuram
c. Mode of Tender	e-Procurement System Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi
d. Date of NIT available to the parties to download	06.00 hrs of January 14, 2021 onwards
e. Pre-Bid meeting (Online)	From 15.00 hrs to 16.00 hrs on January 20, 2021 through Webex Meeting <i>Join from the meeting link:</i> https://sampark.webex.com/sampark/j.php?MTID=m5ad6ce52df73aef44f760ba194ae7a6e <i>Join by meeting number:</i> Meeting number (access code): 176 738 7411 Meeting password: policy@2021 (76542912 from phones and video systems) Minutes of pre-bid meeting will be uploaded in the Bank's website: www.rbi.org.in and e-procurement portal www.mstcecommerce.com/eprochome/rbi
f. Estimated cost of work	₹ 50,00,000/-
g. Earnest Money Deposit	₹1,00,000/- (Rupees One Lakh only) in any one of the following methods, favouring Reserve Bank of India, Thiruvananthapuram payable at Thiruvananthapuram. i By NEFT / RTGS to Account Number: 8614038; IFSC: RBIS0THPA01; Beneficiary Name: HRMDFIRE <space> 'Bidder's Name'

	ii By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender. iii By Bank Guarantee for Earnest Money Deposit as per Annexure – E, which is to be submitted in Original on or before the last date of submission of E-Tender.
h. Due date of submission of EMD	14.00 hrs of February 16, 2021
i. Bidding start date (Technical-Commercial and Financial Bid) at www.mstcecommerce.com/eproc/home/rbi	17.00 hrs of January 25, 2021
j. Date of closing of online e-tender for submission of Technical-Commercial Bid & Price Bid	14.00 of February 16, 2021
k. Date & time of opening of Part-I (Technical-Commercial Bid) Date & Time of opening of Part- II (Financial Bid)	15.00 hrs of February 16, 2021 Opening of Financial Bid (Price Bid) will be intimated to all the eligible bidders later
l. Transaction Fee	Rs.2500/- plus GST @ 18% Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd

2. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.

3. The Bank 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.

4. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the Bank's website and e-tendering portal as given above and will not be published in the newspaper.

Regional Director for Kerala and Lakshadweep



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
THIRUVANANTHAPURAM**

SCHEDULE OF TENDER (SOT)

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b. e-Tender short description	E-Tender for Engagement of Firefighting Staff in Reserve Bank of India, Thiruvananthapuram
c. Mode of Tender	e-Procurement System Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi
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	<p>ii By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender.</p> <p>iii By Bank Guarantee for Earnest Money Deposit as per Annexure – E, which is to be submitted in Original on or before the last date of submission of E-Tender.</p>
h. Due date of submission of EMD	14.00 hrs of February 16, 2021
i. Bidding start date (Technical-Commercial and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	17.00 hrs of January 25, 2021
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l. Transaction Fee	Rs.2500/- plus GST @ 18% Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd

Important instructions for E-procurement

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

Process of e-Tender:

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 will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

- i. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- ii. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

Contact person (RBI):

1. Shri. S Sankar, Assistant General Manager, hcmdthiro@rbi.org.in, 0471-2783008
2. Shri. Sabu S Rajan, Assistant Manager, hcmdthiro@rbi.org.in, 0471-2783008
3. Shri Sreejith R G, Assistant, hcmdthiro@rbi.org.in, 0471-2783008

Contact person (MSTC Ltd):

1. Mr. Sushil Nale, Assistant Manager, sushil@mstcindia.co.in, Mobile: 09987758430
2. Ms Archana, Assistant Manager, archana@mstcindia.co.in, Mobile: 09990673698
3. Ms. Rupali Pandey, Executive, rpandey@mstcindia.co.in, Mobile: 022 22886268
4. Mr. Tejas V, Executive, tejasv@mstcindia.co.in, Mobile: 022 22822789

Google hangout ID- (for text chat) - mstceproc@gmail.com

A.System Requirement:

- i Windows 7 or above Operating System
- ii IE-7 and above Internet browser.
- iii Signing type digital signature
- iv Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

➤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)

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

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

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, 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 to give themselves sufficient time to submit the bid.

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

e-Tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial 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 Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has 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 Buyer will form a binding contract between Buyer 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) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part 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 of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- p) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

DISCLAIMER

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

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

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



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
THIRUVANANTHAPURAM**

**E-TENDER FOR ENGAGEMENT OF FIREFIGHTING
STAFF IN RESERVE BANK OF INDIA,
THIRUVANANTHAPURAM**

**Part-I
TECHNO-COMMERCIAL BID**

Due Date of Submission:	February 16, 2021 (up to 14.00 hrs)
Validity of Tender:	Six months from the date of opening of Part-I of the tender and further extension of validity under agreement
Pre-Bid Meeting (offline):	January 20, 2021, From 15.00hrs to 16.00 hrs

1. GENERAL INSTRUCTIONS

- 1.1. E-Tenders are invited under two-bid system, from reputed companies/agencies/firms for deployment of trained fire safety personnel i.e. Fire Supervisor / Leading Fireman and Firemen, for providing fire safety services to **Reserve Bank of India, Thiruvananthapuram** for an initial period of one year from **April 01, 2021 to March 31, 2022** as laid down in contractual obligations. However, the contract can be extended for a further period of two years, by one year at a time, subject to the satisfactory performance of the staff deployed and adherence to contractual obligations by the company/agency/firm concerned.
- 1.2. The company/agency/firm shall be providing fire safety of the building, manning fire control rooms round the clock, holding and maintaining fire safety equipment like fire alarm system, fire extinguishers, assisting physically challenged employees/visitors, training of general staff, liaison with local fire brigade. Only company / agency/firm having minimum five years' experience in undertaking work of similar nature and have provided similar services to Government / Semi Government/Local administrative and Municipal bodies or any other major institutions are eligible to apply for the work. The Contractor shall submit the documentary proof of the same.
- 1.3. The estimated number of nine daily duties of firefighting staff (three Supervisor duties and six Firemen duties) will be required in the Bank's Main Office with a provision of increasing / decreasing the numbers based on the Bank's requirement with prior notice to the service provider. The deployment will be for 24 hours a day in 3 shifts on all seven days in a week. Each shift shall not be more than 8 hours which shall strictly be followed.
- 1.4. The Bank reserves the right to increase or decrease the number of duties required, before awarding the work or any time during the currency of contract.
- 1.5. Reputed Applicants having minimum 5 years of experience in the field of Engagement of Firefighting Staff are eligible to apply. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.
- 1.6. Any Tender not accompanied by Earnest Money Deposit shall be rejected.
- 1.7. The Bank is not bound to accept the lowest tender and reserves the right to accept the tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

1.8. All the bidders may kindly note that any subsequent amendments / corrigendum to the tender, will only be notified in the Bank's website (<https://www.rbi.org.in>) and MSTC Ecommerce portal of RBI (<https://www.mstcecommerce.com/eprochome/rbi>) and will not be published in the newspaper.

1.9. All Bidders shall read and understand all the above instructions / conditions and shall agree to abide by them.

2. QUALIFICATION CRITERIA FOR BIDDERS

2.1. The bidder shall be a Proprietary firm or a Partnership firm or a Limited company or a Corporate body legally constituted, who possesses the required licenses and registrations as per law.

2.2. The bidder shall have a **minimum experience of five years**. The bidder shall submit a list along with documentary proofs of works carried out by them during the last five years. The documentary proof shall contain Work Orders, Agreements, Completion Certificates / Performance certificates (**as per Annexure – C**), etc. from clients, the authenticity of which shall be verified by the Bank through various modes.

2.3. The bidder shall submit copies of documentary proof viz. **Certificate of Incorporation / Registration, Memorandum of Association, Income-Tax Returns for the past five years, PAN details and GST Registration details.**

2.4. The estimated cost of the work is **₹50,00,000/-** and hence the bidder is required to submit the proof (the documentary proof shall necessarily contain Client Certificates and other related documents such as Work Orders, Agreements, Completion Certificates / Performance certificates (**as per Annexure – C**), etc. from clients, the authenticity of which shall be verified by the Bank through various modes) of **having successfully completed similar works (deploying security guards) during the last five years ended December 31, 2020, viz.**

- i. Three similar completed works (providing security guards) each costing not less than ₹20,00,000/- (40% of estimated cost) or
- ii. Two similar completed works (providing security guards) each costing not less than ₹25,00,000/- (50% of estimated cost) or
- iii. One similar completed work (providing security guards) costing not less than ₹40,00,000/- (80% of estimated cost)

2.5. The service provider shall have effective infrastructure for the training of fire staff. The fire staff shall have attained requisite training before deploying at the Bank's premises.

2.6. The service provider shall have credible Supervisory Infrastructure and Network.

2.7. The service provider shall submit Audited Balance Sheets and **Profit and Loss Accounts of last three financial years ended March 31, 2020 (i.e. 2017-18, 2018-19 and 2019-20). The turnover of the service provider during the last three years taken individually**

shall not be less than the estimated cost of the work.

- 2.8. The service provider shall submit valid Registration Certificate under Shops & Establishment Act.
- 2.9. The service provider shall submit valid certificate of registration issued by ESI Corporation.
- 2.10. The service provider shall submit valid certificate of registration issued by EPF Organization.
- 2.11. The service provider shall submit valid registration / licenses under applicable Contract Labour Laws.
- 2.12. The service provider shall have a registered Office at Thiruvananthapuram and must have a 24x7 control centre for emergency response.
- 2.13. The service provider shall submit the documentary evidence of deploying at least nine fire staff on any day during the last three years ended December 31, 2020, in Government Institutions / Bodies / Establishments (including their residential premises) or Reputed Firms / Institutions.
- 2.14. The service provider shall submit a **Banker's Certificate**, as per [Annexure – B](#), from its banker for an amount of ₹50,00,000/-. The date of issue this certificate should not be older than December 01, 2020.
- 2.15. The bidder shall have a current account in scheduled Commercial Banks and should give an undertaking that they are ready to receive the payments through Electronic Modes of Payment.
- 2.16. **The bidder shall submit the list and all relevant details including qualification and experience of the firemen and Supervisor under their payroll as on December 31, 2020.** Such details shall include all specifications required for deployment in the Bank.
- 2.17. **The bidder shall refer to [Annexure – A](#) of this tender document and upload all data as mentioned therein and regarding all particulars mentioned above.**
- 2.18. The bidder shall submit all relevant documents, reports and other particulars which are to be submitted along with the tender within the due date of submission of tender. However, the Bank reserves the right to ask for clarifications, certificates, reports or any other relevant information from any or all bidders, which form part of the eligibility criteria, even after the due date of submission of tender. The bidder shall submit the same within the timeframe specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.

3. INSTRUCTIONS TO BIDDERS FOR PARTICIPATING IN THE BID

- 3.1. The bidders shall follow Minimum Wages Act and all other applicable laws, rules and regulations.
- 3.2. **The bidders shall accept the Part-I (Techno-Commercial Bid) of the tender document in full, will have to satisfy the Bank by furnishing documentary evidence in support**

of their possessing required eligibility as mentioned in QUALIFICATION CRITERIA FOR BIDDERS (Section II) and in the event of their failure to do so, the Bank reserves the right to reject their tender.

- 3.3. The bidders shall deposit Earnest Money Deposit (EMD) for an amount of ₹1,00,000/- (Rupees One Lakh only) in any one of the following methods, favouring Reserve Bank of India, Thiruvananthapuram.
- i. By NEFT/RTGS to Account Number: 8614038; IFSC: RBIS0THPA01; Beneficiary Name: HRMDFIRE <space> 'Bidder's Name'. or
 - ii. By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender. Or
 - iii. By Bank Guarantee for Earnest Money Deposit as per [Annexure – E](#), which is to be submitted in Original on or before the last date of submission of E-Tender.

The modes of submission of EMD by other than those means mentioned above will not be accepted by the Bank. Earnest Money Deposit by Demand Draft or Bank Guarantee shall be enclosed in a covering letter addressed to "The Regional Director, Reserve Bank of India, Bakery Junction, Thiruvananthapuram 695033" and should reach the Bank within the last date of submission of tender.

- 3.4. Any tender not accompanied by EMD for the said amount shall be summarily rejected.
- 3.5. EMD shall be forfeited if the bidder withdraws their bid (tender) during the period of tender validity or fails to execute the contract or accept the award of work.
- 3.6. Part-II (Financial Bid) of the tender should only contain the bidder's quoted rates in the prescribed format of e-tender. The rates quoted shall be in rupees only.
- 3.7. Part I and Part-II of the tender shall be completed in all respects and electronically submitted by the bidder or their authorized representative.
- 3.8. The bids (Part I and Part II) will be opened electronically on the specified dates as per the Bank's procedures. The Part-II (Financial Bid) of only those bidders who qualify in the Techno-commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.**
- 3.9. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of six months from the date of opening of Part-I, the period of which may be further extended by the Bank upon agreement with the bidder(s). The bidder shall not cancel or withdraw the tender or change the quoted rates during the validity of the tender.
- 3.10. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- 3.11. Conditional bids will also be summarily rejected.
- 3.12. The Bank reserves the right to accept any tender and to reject any or all the tenders, without assigning any reason.**

- 3.13. The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- 3.14. The Bank may terminate the contract if it is found after award of the work that the Contractor is black listed during last three years by any of the Govt. Departments/Institutions /Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 3.15. The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee for an amount equal to 5% of the value of the contract (inclusive of applicable GST) as per [Annexure-D](#) or fails to execute the agreement within specified period.**
- 3.16. The **Performance Bank Guarantee** as per [Annexure-D](#) given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/agency/firm or loss/damage, if any, sustained by the Reserve Bank of India, Thiruvananthapuram on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/agency/firm. The company/agency/firm shall have no objection to such appropriation.
- 3.17. The Performance Bank Guarantee should be valid up to the expiry of the contract and the period of claim shall be **valid till two months beyond the expiry of contract.**
- 3.18. All values to be quoted in the Financial Bid, are for 'Unit quantity' which shall be exclusive of GST. However, GST at applicable rates (currently 18%) will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.
- 3.19. Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e. effective from 1st April and 1st October every year, for the category 'WATCH AND WARD (without arms)' for 'Area B'. Consequent to the revision of Minimum Wages, Directorate General of Resettlement (DGR) may revise their Wage Structure for the category 'WATCH AND WARD (without arms)' for 'Area B' and the bidders shall keep in mind the latest structure while offering rates.**
- 3.20. The tenders of bidders who resort to irrational underquoting, whether intentionally or erroneously, of any components of financial bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder among the eligible bidders. The Bank may however give opportunity to such bidder to substantiate their offer by seeking their rate analysis / breakup and comments within a time frame specified by the Bank. However, the overall contract amount, if found insufficient even to pay for the minimum wages for the employee category and associated statutory components shall be summarily rejected and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as**

successful bidder among the eligible bidders. The decision of the Bank regarding such disqualification are binding on the bidders and shall be final.

- 3.21. The tenders shall be rejected outright without opening its Part II, if the client reports from organizations in which the tenderers have provided similar services is found to be unsatisfactory. The tenders shall also be rejected outright without opening its Part II, if the feedback or performance report forwarded by any of the Offices / Branches / Departments of the Bank is found to be unsatisfactory.
- 3.22. The Bank will award the contract to the bidder who has been found 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document, and such bidder will be called 'Successful bidder'.
- 3.23. The Bank will communicate to the successful bidder through a letter of award of work and only when such communication is sent, one can treat that a decision has been made by the Bank with respect to the award of contract.
- 3.24. The successful bidder will be required to execute an agreement, the draft of which is mentioned in [Annexure - F](#) within a period of two weeks from the date of issue of Letter of Award or the date of commencement of work, whichever is earlier. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of Regional Director, RBI, Thiruvananthapuram shall be final in this regard.
- 3.25. The Contract shall come into full force and effect on the date mentioned in the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- 3.26. The tender submitted on behalf of a company/agency/firm shall be signed by all the partners of the company/agency/firm or a partner who has the necessary authority on behalf of the company/agency/firm to enter into the proposed contract failing which the tender may be rejected.
- 3.27. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per Annexure - G and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the validity of tender.
- 3.28. Before submitting the tender, the bidder may go through the general terms and conditions, scope of work and all other instructions 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 specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.

3.29. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and revoke Bank Guarantee submitted.

3.30. The Regional Director, Reserve Bank of India, Thiruvananthapuram reserves the right to accept or reject any or all tenders without assigning any reason what so ever and their decision will be binding on all the parties.

4. GENERAL TERMS AND CONDITIONS

4.1. For performing the assigned work, the Contractor shall deploy medically and physically fit firemen and supervisor below the age of 60 years. The Contractor shall ensure that the persons are punctual and disciplined and shall ensure that they remain vigilant in performance of their duty. The firemen so deployed by the Contractor shall be:

- i) Properly trained ex-servicemen with at least three years' experience in firefighting, or
- ii) Firemen retired from the services of State Government / Central Government departments with at least three years of service as firemen in the department. or
- iii) Properly trained firemen having successfully completed Diploma in Firefighting or equivalent (course approved by Ministry of Human Resource Department, Government of India with duration of minimum one year), from colleges / training institutes approved by Ministry of Human Resource Department, Government of India, and having at least six years of experience in the firefighting field.

The Supervisor (Leading Firemen) so deployed by the Contractor shall be:

- i) Properly trained ex-servicemen with at least six years' experience in firefighting, or
- ii) Firemen retired from the services of State Government / Central Government departments with at least six years of service as firemen in the department. or
- iii) Properly trained firemen having successfully completed Diploma in Firefighting or equivalent (course approved by Ministry of Human Resource Department, Government of India with duration of minimum one year), from colleges / training institutes approved by Ministry of Human Resource Department, Government of India, and having at least ten years of experience in the firefighting field.

The Contractor shall submit necessary documentary proof for the personnel's qualification and experience. The personnel deployed shall be of high integrity and good conduct and shall be conversant in English as well as the local language i.e. Malayalam.

- 4.2. The persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him.
- 4.3. On taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Regional Director, Reserve Bank of India, Thiruvananthapuram, or their nominee. Subsequently, the Contractor shall review the work assigned from time to time and advise the Regional Director, Reserve Bank of India, Thiruvananthapuram for further streamlining their system. The Contractor shall further be bound by and carry out the directions / instructions given to him by the Regional Director, Reserve Bank of India, Thiruvananthapuram or the officer designated by the Regional Director in this respect from time to time.
- 4.4. The Regional Director, Reserve Bank of India, Thiruvananthapuram or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties effectively.
- 4.5. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Thiruvananthapuram in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Thiruvananthapuram in case any of the aforesaid acts on the part of the said person.
- 4.6. The Contractor shall carefully and diligently perform the work assigned to him in consultation with the Regional Director, Reserve Bank of India, Thiruvananthapuram or Security Officer/s or any other officer designated by the Regional Director.
- 4.7. The company/agency/firm should have an office in Thiruvananthapuram.
- 4.8. The Contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.
- 4.9. The Contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; 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;

Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. The Bank reserves the right to call for proof of such compliance when deemed necessary and Contractor shall comply with the same. 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 RBI, Thiruvananthapuram indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance 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, Thiruvananthapuram shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractors monthly payment and Security Money Deposit.

- 4.10. The Bank shall deal only with the Contractor and it shall be for the Contractor to assign the work to the fire staff posted / appointed by him at the Bank's premises from time to time in accordance with the Bank's instructions. In the event of the Bank considering the act/conduct of any of the fire staff posted / appointed by the Contractor to be derogatory to and not in due discharge of the duties and responsibilities entrusted to him and reporting such act / conduct to the Contractor, the Contractor shall forthwith take appropriate action to protect the Bank's interest. Further, upon the Bank reporting and demanding withdrawal of any of the fire staff posted at its said premises because their conduct and behaviour or the performance of the duty entrusted to them is not considered satisfactory by the Bank or for any other reason, the Contractor shall forthwith replace the said guard by / with another suitable guard. The decision of the Bank in this regard shall be final, conclusive and binding upon the Contractor, who shall ensure that the services provided by him are to the satisfaction of the Bank. Subject to this clause, the contractor has the right to transfer in the discharge of its obligations under the Agreement and in its absolute discretion, any of the fire staff as it may determine, posted by him on the premises of the Bank colonies, provided however that he shall keep the Bank informed of the same, and any other changes contemplated by him will be duly communicated to the Bank, as far as possible in advance.
- 4.11. It shall be the responsibility of the contractor to ensure that the fire staff deployed by him are physically fit, active, healthy, smart, intelligent with good bearing, honest and competent, free from any disease, contagious or otherwise. The responsibility of their discipline will be that of the Contractor. The persons so provided should have proper knowledge of their job and be well versed with the operation and usage of security checking equipment, modern security systems and gather information of security matters.
- 4.12. It shall be the responsibility of the Contractor to take care of fire safety arrangements in the premises of Reserve Bank of India, Thiruvananthapuram and report the matter related to

fire safety to the designated officer of Reserve Bank of India, Thiruvananthapuram 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, Thiruvananthapuram and if there is any loss to the Reserve Bank of India, Thiruvananthapuram on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker/s, the Contractor shall make good on demand the loss to the Reserve Bank of India, Thiruvananthapuram. He should also take steps in consultation with Reserve Bank of India, Thiruvananthapuram to register FIR with police, if required.

- 4.13. The Contractor shall at their cost, provide atleast two pairs of uniforms in a year to the persons deployed for this work and will also include fluorescent jacket-inscribed as 'FIRE SAFETY' at the back, fire helmet, leather shoes, socks, boots, caps, jerseys for winter, belt, badges, lanyard with whistle, rain coat/umbrella for rainy season, loaded torches, batons at all the posts and other security equipment like torches, cells, whistle, registers and stationery as approved by the Bank and for the proper maintenance of the same the contractor alone shall be responsible or liable. The Reserve Bank of India, Thiruvananthapuram shall have no liability whatsoever on this account. The uniform shall be approved by the Regional Director, Reserve Bank of India, Thiruvananthapuram. The Contractor shall also provide basic firefighting tools like gloves, gumboots, metal cutter, tester and goggles to the fire staff to use during emergencies. The Contractor shall ensure that the fire-staff are always in proper uniform with name badges to be supplied by the Contractor, while on duty
- 4.14. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the monthly invoice, the particulars of deployment of the personnel engaged during the month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank. The contractor shall make the payment of wages, etc. to the persons so deployed by account payee cheque or through ECS/NEFT or other electronic modes directly in the account of employed persons and shall furnish copies of wage register, muster roll, or any such documents to the Reserve Bank of India, Thiruvananthapuram, for having paid all the dues to the persons deployed by him for the work under the Agreement, along with the monthly invoice. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Reserve Bank of India, Thiruvananthapuram in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time regarding payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of

periodical returns. The Contractor shall make payment to the staff deployed by him in the Bank's premises within 7th of the succeeding month.

- 4.15. The Bank may put in place manual attendance register(s) or Biometric Attendance devices to monitor the attendance of the workmen employees engaged by the Contractor.
- 4.16. The Bank shall not be responsible for payment of any compensation for death or injury or accident to any of the fire staff which may arise out of and during their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such fire staff.
- 4.17. In case of sickness or leave or absence from duty for whatever cause, of fire staff, the Contractor shall undertake to replace such fire staff. On occasion when it is not possible to provide the replacement immediately, the Contractor shall ensure that no post is left unmanned. The Bank will not be liable for payment whatsoever because of replacement of fire staff, which shall be the obligation of the Contractor.
- 4.18. In case any of the contractor's personnel deployed under the contract is/are found absent, a penalty as per the below-mentioned calculation, shall be levied by the Bank and the same shall be deducted from the contractor's invoice(s).

Penalty for absence from duty: $(A \times C) / (N \times 0.60)$

Where, A - No. of absence from duty

C - Monthly Payment

N - Required number of duties per month as per Contract

- 4.19. The contractor shall alone be liable to pay the salaries / wages at all times and ensure that the same are not below the minimum wages and other allowances as prescribed by notifications / orders of Directorate General of Resettlement (DGR) to the Fire Staff deployed in the Bank and its premises as and when due and shall maintain all necessary records. For this purpose, the minimum wages and other allowances shall be considered for category WATCH AND WARD (without arms) for 'Area B'. It is agreed and understood that such Fire Staff shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, the Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Contractor shall supply the same to the Bank within a reasonable time say not exceeding four days. The contractor shall pay the employer's contribution with respect to Provident Fund and Employee State Insurance Fund as per the statutory provisions and the contractor must ensure that all his employees are given ESI Cards and EPF Cards immediately.
- 4.20. Living Accommodation for the fire staff shall be provided by the contractor at his own cost. The Bank will not bear any cost or responsibility in this regard.
- 4.21. The Performance Bank Guarantee submitted by the contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor or loss / damage if any sustained by RBI, Thiruvananthapuram because of failure or negligence of the fire staff deployed by him or in the event of breach of the agreement by the Contractor.

- 4.22. The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter, or any transaction undertaken or handled by the Bank and shall not disclose to anybody information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.
- 4.23. Fire staff deployed shall be adequately trained in safety and security measures including first aid, emergency responses along with fire-fighting operations. They should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
- 4.24. Sexual Harassment of women at work place (Prevention, Prohibition and Redressal)
- a) 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.
 - b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
 - c) The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the tenderer is proved.
 - d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
 - e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s residential premises.
- 4.25. The Bank will normally make all payments due under this Agreement latest by 15th of the succeeding month or within 15 days from the date of submission of invoice raised after the completion of work for that month, provided the invoice so submitted is proper and correct in all respects enclosing all requisite documents. The invoice shall preferably, for this purpose, reach this office on the first working day of the succeeding month for early processing of payment. The Bill will be settled based on monthly charges on actual services provided and not on notional basis. Advance payments will not be entertained by the Bank under any circumstance(s).
- 4.26. The Bank will deduct all applicable tax at source and all other statutory taxes / charges etc. as applicable from time to time, from the amount payable to the contractor.
- 4.27. This contract will be valid for a period of one year from April 01, 2021 to March 31, 2022.
- 4.28. If so required by Laws / rules / regulations, the Contractor shall ensure that a labour licence

/ registration under the Contract Labour (Regulation and Abolition) Act, 1970 or any other laws / rules is renewed / obtained as and when due. The said licence / registration shall be kept in force during the period of contract and all terms and conditions thereunder shall be complied to by the contractor.

- 4.29. The Contract may be terminated by either party giving to the other a three months' notice and the date of commencement of such period shall be counted from the date of due acknowledgment of the notice by the other party. Such termination shall not affect the rights or the obligations of parties arising because of or in consequence any act done prior thereto. However, the Bank reserves the right to terminate the contract any time during the contract period due to its administrative exigencies or in response to a serious misconduct or lapse on part of the Contractor as per the terms and conditions of the contract. The gravity of such misconduct / lapse will solely be decided by the Regional Director, RBI, Thiruvananthapuram causing the Bank to terminate the contract any time without giving the contractor a three months' notice.
- 4.30. The personnel deployed by the contractor under the Contract will be the employees of the Contractor for all intent and purposes. They shall not have any claim or right against the Bank, nor can they claim any Association/rights as employee of the Bank. The Contractor or their employees (guards) shall not misuse name / logo of the Bank.
- 4.31. During the tenure of duty, the fire staff shall protect the property of Reserve Bank of India and do other duties as assigned through the Contractor by the officer(s) so authorized by the Bank under normal circumstances. However, in case of emergency or due to the nature of work when the contractor cannot be approached immediately such duties can be assigned to the fire staff so deployed, directly by such officer(s) authorized by the Bank and such fire staff shall abide by such instructions.
- 4.32. Any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Contractor and the quantum of such recovery shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by Competent Authority. However, Contractor will have the right to appeal to the Regional Director whose decision will be final in the matter.
- 4.33. As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition which the Contractor may have with his own employees / fire staff / supervisors / etc. who may be put on duty to guard the Bank's colonies as they are having no connection with the Bank. However, for its own information, research and analysis, budget / administrative measure if the Bank calls for any information from the Contractor he shall be bound to provide the same within four days. Also, the Bank expects the contractors to be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's image.
- 4.34. The Contractor shall report to proper authorities of the Bank in case they receive

complaints from the fire staff regarding expected deviations from the laid down structure of their duties.

- 4.35. 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 company/agency/firm 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 company/agency/firm 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 company/agency/firm 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 Employer. The company/agency/firm shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the company/agency/firm and the Employer shall be entitled to claim damages and pursue legal remedies. The company/agency/firm 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 company/agency/firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 4.36. Force Majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.
- 4.37. The contract is said to be terminated on expiry of the contract period or termination in terms of para 4.29 of this tender.
- 4.38. The Bank, at the discretion of its competent authority, shall take necessary action to terminate the contract under the following contingencies:
- i) On notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and not in conformity with the tender conditions.
 - ii) For committing breach of any of the terms and conditions of the contract by the contractor.
 - iii) On assigning the contract or any part thereof any benefit or interest therein or

thereunder by the contractor to any third person for sub-letting the whole or a part of the contract to any third person, without the Bank's written approval.

iv) On contractor being declared insolvent by the competent Court of Law.

During the notice period, if any, for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging their duties as before till the expiry of such notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature to Reserve Bank of India.

4.39. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:

- i) Legal heirs in case of sole proprietor
- ii) The next Directors / Partners in the case of company or firm.

4.40. The Bank may revoke the contract and shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.

4.41. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

4.42. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Thiruvananthapuram or his nominee.

4.43. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter was originally referred, is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Thiruvananthapuram shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

4.44. The arbitrator may give interim awards and / or directions, as may be required, subject to the aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

4.45. The Courts at Thiruvananthapuram only shall have the jurisdiction for this agreement. With mutual consensus, even Arbitration machinery may be used for settling disputes.

4.46. The contractor shall get the antecedents of the fire staff and agency itself checked / verified through the local police / intelligence agency to ensure that no undesirable person is deployed and a certificate to this effect shall be submitted to the Bank.

- 4.47. Conflict of interest: Bidders shall not have a conflict of interest. Any or all those bidders found to have a conflict of interest as mentioned below will be disqualified.
- i) The Bidders in two different applications have controlling shareholders in common.
 - ii) The Bidders (including their personnel and sub-Contractors) that have a family relationship with such members of the RBI Staff who are directly or indirectly involved in the project will not be awarded the contract.
- 4.48. If it comes to the knowledge of the Bank that the same staff has been deployed in two consecutive shifts in the Bank or elsewhere, the Bank shall reserve the right to impose penalty as it deems fit. For deficiency in services and serious inconvenience caused to the Bank and its officials, the Bank reserves the right to impose penalty up to 10% of the estimated contract amount. In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. The amount of penalty will be appropriated by revoking Performance bank guarantee or any other amount payable to the Agency.
- 4.49. The Bank will consider the extension of contract by one year or maximum of two years, (through extension by a further year) subjected to its administrative convenience and requirement. However, such extension shall be dependent on the satisfactory performance of the contractor or the employees deployed by the contractor. The Contractor shall have no claim for extending the contract. The Bank reserves the sole right to decide upon the performance of the contractor and consider extension of contract.
- 4.50. The Bank may consider revision only on the service charge component (Serial No. 2 of the Financial Bid) of the contract amount based on Consumer Price Indices for Industrial Workers (CPI-IW), if a decision on extension of the contract is taken by the Bank.
- 4.51. The quote offered by the contractor in the financial bid shall be firm and final and the Bank will not entertain the Contractor's claim for revision of rates during the currency of contract except when changes in the components of Minimum rates of wages viz. the Basic rates and Variable Dearness Allowance (VDA), are announced by the Government of India under the Minimum Wages Act. The amount of such hike in monthly contract amount, proportional to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA). Any other components which form part of wages or allowance which are statutory in nature viz. EPF, ESI, Bonus, other components of DGR wages, etc. which are dependent on the Basic rates and/or Variable Dearness Allowance (VDA) will not be considered by the Bank for the revision in monthly contract. The contractor shall keep in mind the possible escalation of these statutory components other than Basic rates plus VDA and offer their best rates in such a way as to accommodate these incremental costs under Serial number '2' of the financial Bid. The decision of the Bank in the matter will be final.
- 4.52. All staff engaged by the contractor must submit an accurate and complete COVID 19 self-medical declaration to the Bank countersigned by the contractor before starting the work.

The contractor shall closely monitor the staff deployed to the Bank. In case the staff or any of their family members with whom the staff came in contact in the recent past, develop any signs of COVID 19, the contractor shall take necessary action to replace the worker / staff and the same must be immediately reported to the Bank. The contractor shall not deploy staff from containment area or under quarantine. Further, contractor shall ensure that the instructions / directions issued by Central as well as State Government, and also by the Bank in connection with COVID-19 pandemic are followed scrupulously by the staff deployed at the Bank. The contractor shall sensitise the staff to follow strict social distancing norms while they remain deployed and shall provide them with necessary masks, gloves, sanitizer, face shields etc., if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of your failure, fault or negligence in complying-with the above conditions.

5. SCOPE OF WORK

- 5.1. The company/agency/firm shall provide nine (9) trained fire personnel per day i.e. one Fire Supervisor and two Firemen in each shift. The company/agency/firm shall deploy Fire personnel (firefighting staff) in eight hours shifts and work round the clock in three shifts (6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am) providing fire safety, manning the fire console rooms, holding and maintaining fire safety equipment like fire alarm, fire extinguishers, assisting physically challenged employees/visitors, training of general staff, liaison with local fire brigade.
- 5.2. The company/agency/firm shall ensure that a Supervisor/Leading Fireman and Two Firemen are always on duty at the Banks' premises round the clock subject to the condition that one firefighting staff is not on duty for more than 8 hours continuously.
- 5.3. The Supervisor/Fireman shall go around the Bank's premises at regular intervals and just before relieving the firefighting staff on duty.
- 5.4. Any shortfall of man power due to illness/other reasons will be made up by the company/agency/firm on adhoc basis and the replacement/reliever should be having similar qualifications. Absence of deputed person longer than 10 days will be treated as replacement.
- 5.5. The company/agency/firm's firefighting staff shall perform duties according to the detailed Standard Operating Procedures and Fire Orders prepared by the Security Officer of the Bank.
- 5.6. Reporting on all matters by the firemen deployed will be to the senior most Security Manager of Reserve Bank of India.
- 5.7. The list of duties to be performed by the Firefighting Staff are follows:
 - 5.7.1. Manning of Fire Control Room/Fire Panel round the clock.

- 5.7.2. Check all fire equipment for serviceability at laid down periodicity.
 - 5.7.3. Supervise the work done by the AMC service provider of all firefighting equipment.
 - 5.7.4. Conduct periodic training of Bank's staff on firefighting.
 - 5.7.5. Fight the fire at the incipient stage and assist the fire brigade as and when they arrive.
 - 5.7.6. Conduct regular firefighting drills.
 - 5.7.7. Function under the Security Officer on all aspects of work and administration.
 - 5.7.8. Assist in fire audit as and when carried out.
 - 5.7.9. Regular patrolling of entire premises for identifying fire hazards and removing/taking steps to protect against fire and building code violations.
 - 5.7.10. Check all escape routes and fire lanes daily and ensure they are free from obstacles.
 - 5.7.11. Assist in search and rescue & salvage operation in case of an incident.
 - 5.7.12. Update knowledge of the latest fire-fighting equipment and techniques and to remain aware of current developments in fire services.
 - 5.7.13. Effective and close liaison with local fire brigade establishments.
 - 5.7.14. Ensure that the firefighting staff engaged in the Bank's premises should abide by all the instructions as and when given by the Security Officer/s or any other officer designated by the Regional Director.
 - 5.7.15. Responsible for all firefighting arrangements in respect of the said premises.
 - 5.7.16. Provide the fire staff on duty with distinct uniforms and badges to identify them as firefighting staff. They should display on person identity cards issued by the Bank.
- 5.8. The scope unambiguously defines the Bank's current requirement distributed across three shifts per day and the bidders shall offer the rates based on this requirement. The Bank reserves the right to increase or decrease the number of duties based on its requirement, before awarding the work or any time during the currency of contract. The monthly contract amount shall be proportionately arrived at when the Bank resorts to such change in number of duties.
- 5.9. The Bank reserves the right to align / re-align the start timings of shifts based on its requirement

6. BIDDER'S UNDERTAKING ADDRESSED TO THE BANK

- 6.1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 6.2. This is to certify that I/ We before signing (digital signing in case of e-tender) this bid, have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
- 6.3. I/We abide by the provisions of DGR Rates/ Minimum Wages Act, Contract Labour Act and

other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per DGR rates/ Minimum wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

- 6.4. I/We shall provide security services by deploying requisite number of security personnel as and when required by the Bank.
- 6.5. I/We do hereby undertake that security of the Bank's Main Office Premises and the Residential Colonies shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.
- 6.6. The Earnest Money Deposit (EMD) for an amount of Rs.1,00,000/- (Rupees One lakh only) shall be deposited with the Reserve Bank of India, Thiruvananthapuram.
- 6.7. In case, I/We are awarded the contract, I/We is /are agreeable to furnish a Performance Bank Guarantee @ 5% of the value of the contract to the Bank. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India, Thiruvananthapuram. The EMD shall be refunded by the Bank once the Performance Bank Guarantee is submitted and execution of the contract agreement (refer [Annexure – F](#) for draft agreement format) with Bank, on which, the Bank shall not pay any interest.
- 6.8. I/We also understand that the Regional Director, Reserve Bank of India, Thiruvananthapuram has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and their decision will be binding on me/us.
- 6.9. I / we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
THIRUVANANTHAPURAM**

**E-TENDER FOR ENGAGEMENT OF FIREFIGHTING
STAFF IN RESERVE BANK OF INDIA,
THIRUVANANTHAPURAM**

**Part-II
FINANCIAL BID**

Due Date of Submission:	February 16, 2021 (up to 14.00 hrs)
Validity of Tender:	Six months from the date of opening of Part-I of the tender and further extension of validity under agreement
Pre-Bid Meeting (offline):	January 20, 2021, From 15.00 hrs to 16.00 hrs

7. PROFORMA OF FINANCIAL BID

The bidder shall fill their best offers in the Bank's e-tender platform viz. mstcecommerce portal under 'AUC Floor Manager' menu, in full agreement with the terms & conditions, all details, guidelines, instructions, scope of work, etc. as detailed in the tender document. The proforma of the Financial Bid is as follows: -

SI No.	Item	Quantity	Unit of Measure	Multiplication factor
1	Basic Wages (BW) including Variable Dearness Allowance (VDA) per Annum for the Firemen and Supervisor deployed for the entire 12 months. (The bidders shall keep in mind the applicable minimum wages before quoting. Refer Part-I of the document for more details) i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).	1	Lumpsum	1.18 (GST Factor)
2	Annual Service Charges inclusive of all components of wage structure (excluding the charges for Basic Wages and VDA components which are quoted above) as per the latest DGR Notification available as on date, all statutory charges / levies / duties etc., including expenses related to the supply of all accessories / Uniform / equipment to be provided to the fire staff, overtime wages / charges, if any, payable, overtime wages, if any, to be paid for deploying fire staff on specified National Holidays and any such expense which form part of the Contractor's obligations as per the tender document or obligation(s) which is/are statutory in nature. i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).	1	Lumpsum	1.18 (GST Factor)

Note:

All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.

Annexure – A

MANDATORY DOCUMENTS TO BE UPLOADED BY THE BIDDER

(Any other documents / details to be uploaded as mentioned anywhere in the tender document shall also be uploaded by the bidder)

1. Bidders shall download the excel file “Enclosure1” from the bidders’ mstcecommerce portal.
2. Bidders shall fill all the details, which are true to best of the bidder’s knowledge, in the worksheets viz.
 - i. Worksheet1: “Basic Details” wherein the Basic details of the bidder shall be provided.
 - ii. Worksheet2: “Work” wherein the details of similar works during the past five years ended March 31, 2020 as proof of the bidders’ previous experience. Scanned copies of supporting documents viz. Work Orders, Client Certificates, etc. are to be uploaded to substantiate their experience.
 - iii. Worksheet2: “Qualify” wherein details of the qualifying works, i.e. any one of the following to substantiate the bidder’s eligibility: -
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.Scanned copies of supporting documents viz. Work Orders, Client Certificates, etc. are to be uploaded to substantiate the details with respect to the qualifying works.
 - iv. Worksheet3: “Bank” wherein the Bank Account details of the bidders shall be provided.
 - v. Worksheet4: “EMD” wherein the EMD Payment details shall be provided.
3. Bidders shall upload the filled document, in excel file format itself, under ‘Upload Documents’ menu in mstcecommerce portal, while submitting the e-tender.
4. The bidder shall be barred to participate further, if any such information is found untrue or false and shall be debarred from the tender in process or from the awarded contract

Annexure – B

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK
(Scanned Copy of the Original to be uploaded by the bidder along with the Tender)

This is to certify that to the best of our knowledge and information M/s. /Shri / Smt
_____ having marginally noted address, a
customer of our bank are/is respectable and can be treated as good for any engagement up to a
limit of Rs. _____ (Rupees _____
_____).

This certificate is issued without any guarantee or responsibility on the Bank or any of the
officers.

(Signature and Seal)

For the Bank

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

Note:

1. Bankers' certificate should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Annexure – C

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF COMPANY
/ FIRM / AGENCY PROVIDING FIRE STAFF**

Name and address of the Client: -

Details of Service (s) availed from M/s _____

Sl. No.	Particulars	Comments
1	Nature of Work and Location	
2	Contract / Agreement No. and date	
3	Contract / Agreement Amount	
4	Date of Commencement of Work	
5	Date of Completion of Work	
6	Total Number of fire staff provided a)Trained fire staff b)Trained Supervisor c)Untrained persons	
7	Comments regarding adherence of terms and conditions of contract	
8	Any penalty imposed for non-adherence of terms and conditions of contract	
9	Any other information	
10	Overall Performance of the Contractor (Please tick any one)	Outstanding / Very Good / Good / Satisfactory / Poor

Signature and Seal of the Authorised Official

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

Annexure - D

PROFORMA OF PERFORMANCE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

**The Regional Director
Reserve Bank of India,
Thiruvananthapuram
Bakery Junction- Kerala 695033**

Madam / Dear Sir,

CONTRACT FOR ENGAGEMENT OF FIREFIGHTING STAFF IN RESERVE BANK OF INDIA, THIRUVANANTHAPURAM

WHEREAS

The Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033 having its Central Office at Shahid Bhagat Singh Road, 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 Contractor" which expression shall include its successors and assigns).

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

_____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors,

Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or has committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

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

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 Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (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) 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:

Contact No:

Email Address:

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

Contact No:

(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).

Annexure – E

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place:

Date:

**The Regional Director
Reserve Bank of India,
Thiruvananthapuram
Bakery Junction- Kerala 695033**

Madam / Dear Sir,

**E-TENDER FOR ENGAGEMENT OF FIREFIGHTING STAFF IN RESERVE BANK OF
INDIA, THIRUVANANTHAPURAM**

E-Tender No: RBI/Thiruvananthapuram/HRMD/34/20-21/ET/423

WHEREAS

The Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the "RBI") has invited tenders for the captioned work (hereinafter called "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 Rs. _____ (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 Rs. _____ (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 has 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 Rs.

_____ (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 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. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

Annexure – F

DRAFT ARTICLES OF AGREEMENT

(The Bank reserves the right to amend the articles based on the tender conditions)

भारतीय रिज़र्व बैंक, बेकरी जंक्शन, तिरुवनंतपुरम - 695033, जिसका केंद्रीय कार्यालय मुंबई स्थित है (जो कि आगे से 'नियोजक' कहा जाएगा) को एक पक्ष में रखते हुए तथा मैसर्स _____ (जो कि आगे से 'ठेकेदार' कहा जाएगा) को अन्य पक्ष में रखते हुए यह करार के लेख आज दिनांक _____ को निष्पादित किया जाता है।

Articles of agreement made on _____ between Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033 having its Central Office at Mumbai (hereinafter called the 'Employer') on the one part and _____ (hereinafter called the 'Contractor') on the other part.

जबकि ठेकेदार ने बैंक का कार्यदिश में निर्धारित शर्तों एवं निबंधनों के अनुसार _____ की मासिक लागत पर दिनांक _____ से _____ तक एक वर्ष के लिए ई-टेंडर _____ के अनुसार भारतीय रिज़र्व बैंक, तिरुवनंतपुरम में अग्निशमन कर्मचारियों की तैनाती के लिए वार्षिक रखरखाव अनुबंध उपलब्ध करने पर ठेकेदार ने सहमति व्यक्त की है।

Whereas the contractor has agreed to provide Annual Maintenance Contract for Engagement of Fire-fighting personnel in Reserve Bank of India, Thiruvananthapuram as per the e-tender _____ at a monthly cost of _____ for a period of one year from _____ to _____ as per the terms and conditions stipulated in the work order issued.

ठेकेदार इस करार संबंधी संविदात्मक कर्तव्यों को निभाते हुए, कार्य के दौरान प्राप्त तथा अपने संज्ञान में आए नियोजक संबंधी कोई सूचना, सामग्री तथा उनकी आधारभूत संरचना / सिस्टम्स / उपकरण इत्यादि विवरण प्रत्यक्ष अथवा परोक्ष रूप से किसी तीसरी पार्टी को नहीं देगा, और ऐसी जानकारी हमेशा के लिए सख्त रूप से गोपनीय रखेगा। ठेकेदार संविदा संबंधी विवरणों को करार के अधीन अपना संविदात्मक कर्तव्य निभाने के लिए आवश्यक पढ़ने पर तथा लागू कानूनों के अनुपालन को छोड़कर बाकी संदर्भों में निजी एवं गोपनीय रखेगा। ठेकेदार नियोजक की लिखित पूर्व-सहमति के बिना कार्य संबंधी विवरण किसी भी कारोबार अथवा तकनीकी पेपर या अन्य कहीं भी न प्रकाशित करेगा, न प्रकाशित करने की अनुमति देगा और खुलासा नहीं करेगा। किसी प्रकार की गोपनीय सूचना के खुलासे के कारण नियोजक को होने वाली हानि के लिए ठेकेदार द्वारा नियोजक को क्षतिपूर्ति की जाएगी। उक्त का अनुपालन न करने की स्थिति में ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा तथा नियोजक अपने नुकसान का दावा करते हुए आगे कानूनी उपाय प्रारंभ करने के लिए पात्र होगा। ठेकेदार, अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय जानकारी के प्रकटीकरण के दायित्व पूरी तरह से संतुष्ट हैं। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति से बचेंगे।

The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment etc. which may come to his possession or

knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will 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 Employer. The Contractor will indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer will be entitled to claim damages and pursue legal remedies. The Contractor will take all appropriate actions with respect to the employees of the Contractor 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.

कार्यस्थल पर महिलाओं के यौन उत्पीड़न (निवारण, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए केवल ठेकेदार / एजेंसी जिम्मेदार होगी। बैंक परिसर के भीतर ठेकेदार के कर्मचारियों के खिलाफ यौन उत्पीड़न की शिकायत होने के मामले में, शिकायत ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के पास दर्ज की जाएगी और शिकायत के संबंध में ठेकेदार/एजेंसी उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी।

- (a) बैंक के किसी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न की शिकायत प्राप्त होने पर उसे बैंक द्वारा गठित क्षेत्रीय शिकायत समिति के संज्ञान में लायी जाएगी।
- (b) यदि किसी मामले में ठेकेदार का कोई कर्मचारी शामिल है जिसमें मौद्रिक मुआवज़ा देना आवश्यक है तो इसके लिए जिम्मेदार होगा, उदाहरण के लिए यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित होने पर उसे बैंक के कर्मचारी को मैट्रिक मुआवज़ा अदा करना पड़ेगा।
- (c) ठेकेदार, अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों पर शिक्षित करने के लिए जिम्मेदार होगा।
- (d) ठेकेदार, बैंक परिसर में तैनात किए गए अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची प्रदान करेगा।

The contractor/Agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

- (a) 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.

- (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the contractor, for instance any monetary related to Bank's employee, if sexual violence by the employee of the contractor is proved.
- (c) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- (d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

एतद्वारा नीचे दिए के अनुसार सहमति दी गई है:-

- a. इस करार की वैधता अवधि _____ से _____ तक माना जाता है।
- b. इस करार से उत्पन्न विवाद, यदि कुछ हो, को निपटान करने का अधिकार केवल तिरुवनंतपुरम शहर स्थित अदालतों के पास होगा।

It is hereby agreed as follows: -

- a. The agreement shall have deemed to be valid from _____ to _____
- b. Only courts in Thiruvananthapuram City shall have jurisdiction to determine the disputes, if any, arising out of this Agreement.

द्वारा हस्ताक्षरित और वितरित:

Signed and delivered by:

भारतीय रिज़र्व बैंक
Reserve Bank of India

द्वारा by

ठेकेदार
Contractor

द्वारा by

In the presence of following witnesses, with name and full address:

1. 1..... (हस्ताक्षर signature)

.....

.....

2. 2..... (हस्ताक्षर signature)

.....

.....

(आरबीआई - नियोजक के लिए

For the Employer- RBI)

(ठेकेदार के लिए For the Contractor)