



Reserve Bank of India
Human Resource Management Department
मानव संसाधन प्रबंध विभाग
Guwahati गुवाहाटी

**TENDER NOTICE FOR PROVIDING FIRE STAFF ON CONTRACTUAL BASIS AT
RESERVE BANK OF INDIA, GUWAHATI**

Reserve Bank of India, Guwahati invites e-tender from reputed and experienced firms / private agencies, engaged in the business of providing firefighting services, for providing trained Fire Staff (Fireman and Supervisors) at Reserve Bank of India, Guwahati Regional Office, Station Road, Pan Bazaar, Guwahati - 781001 on contract basis. Total number of fire safety personnel required at present is **03 (Three) Supervisors and 06 (Six) Firemen, i.e. 01 (One) Supervisor and 02 (Two) Firemen in each shift i.e. 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 a.m. Firm is required to cater for Weekly off / leave / reliefs for the firemen personnel within the quoted rates.** Initially, the contract will be for a period of one year, renewable for the 2nd and 3rd year subject to mutual consent and satisfactory performance of duties by the Fire personnel and proper fulfillment of all terms and conditions of the contract.

2. The applicant should be registered under Goods and Services Tax as mandated by Government of India under GST law, shall be either registered company or registered LLP/partnership firms reputed for providing firemen and compliant under the GST regime as mandated by Government of India and shall provide the registration number in the application. In case the applicant has filed for registration which is under process, they may also apply for tender but their application would be considered only after the submission of documentary proof of actual registration before the award of tender.

Estimated cost of the work for 2019-20 (1 year) (Excluding GST)	Earnest Money Deposit for 2019-20 (1 year) (2% of Estimated Cost)
₹ 27,37,800/- (Rupees Twenty Seven Lakh Thirty Seven Thousand Eight Hundred only)	₹ 54,756/- (Rupees Fifty Four Thousand Seven Hundred and Fifty Six only)

3. The last date for submission of e-tender is June 13, 2019 up to 15:00 hrs. For further details, please visit "Tender" Section at RBI's website <https://www.rbi.org.in> and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. Please also note that further Addendum / Corrigendum will only be published on RBI website.

4. This is only an invitation of offer. The Bank reserves the right to reject any or all the applications without assigning any reason thereof. The Bank is not bound to accept the lowest or any tender. The Bank will also reject any tender which prima facie, violates any existing law/rule. The service provider, if awarded the tender, shall execute an agreement on a stamp paper of required value for due performance of the contract within a week of being awarded the contract.

Place: Guwahati
Date: May 12, 2019

Regional Director
Reserve Bank of India

DISCLAIMER

Reserve Bank of India, HRMD, Guwahati, has prepared this document to give background information on the work 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 any of their respective officers, employees 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.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by 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 any of their respective officers, employees. Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, 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.

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NOTICE INVITING TENDER
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

	Name of Department	Reserve Bank of India
	E – Tender No.	
1	Description of Works	Annual contract for providing Fire Staff on Contractual basis at Reserve Bank of India, Station Road, Panbazar, Guwahati
	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through https://www.mstcecommerce.com
2	Estimated Cost	₹ ₹ 27,37,800/- (Excluding GST)
3	Earnest Money Deposit	₹ ₹ 54,756/- (2% of Estimated Cost) [To be deposited through NEFT in favour of Reserve Bank of India, Guwahati in the A/c No. - 8692299 , IFSC – RBIS0GWPA01 mentioning your Name/ Company Name/ Name of tender in NEFT transaction remarks]
4	Validity of Quoted Rates	Initially for One (01) year (to be renewed and extended on mutual terms and conditions for a period of one year at a time but not beyond three years).
5	Performance Guarantee	₹ ₹ 1,36,890/- (5% of Estimated Cost)
8	Last Date of NIT available to parties for Download	June 12, 2019 at 15:00 hrs
9	Transaction Fees	Fees will be submitted to MSTC https://www.mstcecommerce.com
10	Schedule of online Pre bid meeting	May 14, 2019 at 11:00 hrs
11	Date of Starting of e-Tender for Online submission on MSTC website	May 15, 2019 at 10:00 hrs
12	Last Date of Submission of EMD to RBI, Guwahati	June 12, 2019 at 15:00 hrs
13	Date of Closing of Online E-tender for submission of Techno-Commercial Bid & Price Bid	June 13, 2019 at 15:00 hrs
14	Date and Time of Opening of Part I i.e. Techno-Commercial Bid	June 14, 2019 at 15:00 hrs
15	Date & Time of Opening of Part II i.e., Price Bid	Will be communicated in due course.

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

1. Process of e-Tender:

(A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/ their bids electronically. Electronic Bidding for submission of Technical Bid 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.

1) 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.

2) 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 (Reserve Bank of India, Guwahati):

i) Capt. Bikash Koley,
Assistant General Manager
Reserve Bank of India, Guwahati
E-mail ID: bikashkoley@rbi.org.in,
Phone no: 9007036231

ii) Shri N. K. Goswami
Manager
Reserve Bank of India, Guwahati
E-mail ID: nkgoswami@rbi.org.in,
Phone no: 9707853992

iii) Ms. Christina Tudu,
Assistant Manager,
Reserve Bank of India, Guwahati
E-mail ID: christinatudu@rbi.org.in
Phone no: 9830597890

iv) Shri Rahul Verma
Assistant Manager,
Reserve Bank of India, Guwahati
E-mail ID: rahulverma@rbi.org.in
Phone No.: 9199563203

Contact person (MSTC Ltd): MSTC Technical Help Desk-0361-2221199

1.	Mr. Rohit Khalkho	mstchghy@mstcindia.co.in rrkhalkho@mstcindia.co.in	0361-2221199	9127754867
2.	Prashant Chitranjan	pchitranjan@mstcindia.co.in	0361-2221199	--
3.	Soukat Das	sdas@mstcindia.co.in	2221199-0361	9883727679

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- 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 Digital Signature Certificate (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 <https://www.mstcecommerce.com> once).

2. The Technical Bid and the Financial 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.

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

Special Note towards Transaction fee:

4. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a

Challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the Challan 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.

5. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

6. 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).

7. E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting Tender.

8. 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. 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.

j) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.

k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

l) 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.

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

n) 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.

o) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize them with the system before bidding.

p) No deviation to the technical and commercial terms & conditions are allowed.

q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

PART I – Technical Bid

Form of Tender

The Regional Director
Reserve Bank of India,
Station Road, Pan Bazaar
Guwahati- 781001

Dear Sir,

Having examined the terms and conditions and the pre-qualification criteria as stipulated relating to the tender in memorandum hereinafter set out and as affecting the tender, we hereby offer the works specified in the said memorandum, with respect to the terms and conditions specified in the basic information, eligibility criteria, Work Experience and terms and conditions, at the rates mentioned in the attached schedule and in all respects with the specifications and instructions in writing referred to in the terms and conditions of tender and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Providing trained Firemen on Contractual Basis at Reserve Bank Of India, Guwahati
(b)	Earnest Money Deposit	₹ 54,756/- (Rupees Fifty Four Thousand Seven Hundred and Fifty Six Only)
(c)	Duration of Contact	One (1) year, renewable for the 2nd and 3rd year subject to mutual consent, performance of the firm & to the satisfaction of the Bank.

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. Successful tenderer will deposit a sum of ₹ 54,756/- (Rupees Fifty Four Thousand Seven Hundred and Fifty Six Only) as Earnest Money with the Reserve Bank of India, which is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The details of our bankers are:

SI No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number

5. We are enclosing herewith, list of our clients with complete details as per the Bank's proforma.

6. The Tender is submitted in two parts, Part I which contains all commercial terms and conditions and technical particulars and Part II which contains only the price bid in the Bank's proforma, to be submitted in the online portal only.

Name of the partner of the firm authorized to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor (Signatures and addresses of witnesses)

**Technical Bid: Section - I
Basic Information**

SI No	Information Sought	Particulars / Firm's Reply	Remarks
1	Name of the Organisation		
2	Type of Organisation, whether proprietorship, partnership, LPP, Company etc.		
3	Name of the Proprietor/ Partners/ directors of the Organisation	i. ii. iii.	
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Registration Number etc.		
5	Experience in providing Fire-fighting services (Details to be rendered only for contracts above Rs Ten Lakhs)Years.....Months	
6	Enclose Banker's Certificate/ Solvency Certificate.		
7	Name, address, telephone, fax No. of the Banker(s)	i li	
8	Yearly turn-over of the Organisation for the last three years duly certified by Chartered Accountant (Minimum 10 Lakhs per year)		
9	(a) Registered office, address, e-mail ID, Fax and Tele No. (b) Local Office address through which the work will be handled		
10	Whether working with any of the Govt. / Semi-Govt. Undertaking(s) as approved Agencies and if so, furnish details in Part-I		
11	Indicate if involved in any litigation		
12	Any criminal cases / civil suits pending in respect of any services provided. Give details.		

I/we confirm of having read and understood the above stated terms and conditions.

Further, the facts stated above are true to the best of my/ our knowledge.

Firm's Seal
Date:
Place:

Authorised Signatory

(With name & Seal)

**Technical Bid : Section-II
Eligibility Criteria**

SL. No	Requirements	Particulars/Firm's Reply	Remarks/Deviations from Requirements
1	Applying firm should be in this business for at least last 5 years. Documentary proof in support to be enclosed. Applicant must have an office in Guwahati, with telephone & fax and manned during the office hours. Details to be provided		
2	Applying firm should have a Certificate of Registration with Registrar of Companies /Registrar of Firms. Documentary proof in support to be enclosed.		
3	Applying firm should have PAN/TIN No. and latest Income Tax Return. Mention details & Documentary proof in support to be enclosed.		
4	Applying firm should submit latest Audited Balance Sheet and solvency certificate of three years current and two previous years.		
5	Applying firm should have effective infrastructure/ provisions for training of the fireman. Documentary proof in support to be enclosed		
6	Applying firm should have credible Supervisory Infrastructure and network. Documentary proof in support to be enclosed		
7	Applying firm should have latest Certificate from Employees State Insurance Corporation (ESI). Documentary proof in support to be enclosed.		
8	Applying firm should have latest Certificate from EPF organization. Documentary proof in support to be enclosed.		
9	Applying firm should be registered with appropriate authority for Goods and Service Tax (GST). Documentary proof in support to be enclosed.		

Ser No	Requirements	Particulars / Firm's Reply	Remarks / Deviations from Requirements
10	Applying firm should comply with all requirements of Contract Labour Act and other applicable Laws. Documentary proof in support to be enclosed.		
11	Applicant should have documents proving compliance of Minimum Wages Act 1948 and other applicable Labour laws and rules.		
12	Applying firm should have past experience of working with Public Sector Units, MNCs or other reputed firms (Minimum 2 such experiences). Documentary proof in support to be enclosed.		
13	Applying firm should have all the necessary legal/statutory approvals to conduct fire safety business in Guwahati Documentary Proof to be submitted		
14	Applying firm should have Local as well as national presence in operations. Documentary proof in support to be enclosed.		
15	Applying firm should note that the Agency shall be responsible for entire risk coverage of firemen for the duration of such services with the Reserve Bank of India, Guwahati.		
16	Applying firm is to ensure that the replacement / reliever in case of leave/exigency should possess similar qualifications.		
17	Police verification is a must before deployment of firemen. Copies of the same to be provided.		

Ser No	Requirements	Particulars / Firm's Reply	Remarks / Deviations from Requirements
18	Age of the Firemen should be below 40 Years and above 20 years and the fire supervisor should be below 60 Years and above 20 years of age.		
19	One Dedicated mobile phone (with active number) should be provided by the agency at the fire console room for the operational use by the firemen, expenses to be borne by firm.		
20	The fire men must have undergone basic course in fire fighting for minimum 03 months duration from a government / government recognized institute after matriculation /10 th Standard.		
21	The Firemen should have adequate (minimum 1 year) & the supervisor should have minimum 3 Years of experience of working in the same capacity in organizations of repute.		
22	Firemen deployed by the agency should not be changed within one year of deployment unless required in extreme cases. Any replacement/relief provided will be assumed as permanent replacement.		

I/we confirm of having read and understood the above stated terms and conditions.

Further, the facts stated above are true to the best of my/ our knowledge.

Firm's Seal

Date:
Place:

Authorized Signatory
(With name & Seal)

**Technical Bid : Section - III
Work Experience**

List of similar services provided by the organization during the last 3 years (Including work on hand at present) each of value ₹ 10 lakh or more per annum per contract.

SI No	Description of Services Provided	Nature and address of the client (Govt./Semi Govt./Private Body)	Nature and specification of the service	The name, full address, email, contact number of the officer under whom the service was provided	Amount	Whether the service is being provided currently	Remarks

I/we confirm of having read and understood the above stated terms and conditions. Further, the facts stated above are true to the best of my/ our knowledge.

Authorized Signatory with Office Seal and date

Technical Bid : Section - IV Tender Terms and Conditions

The tenders for providing firemen services are in two parts i.e. **Part-I**,

Technical Bids containing basic information, eligibility criteria, Work Experience and terms and conditions (Rates and amount of items shall not appear anywhere in this part) and **Part-II, Commercial Bids containing only rates in rupees for services** stated in figures and words shall be submitted, **only in the MSTC online portal**, not later than **1500 Hrs on June 13, 2019**. No terms and conditions or any other information/ enclosure shall be included in Part II. Any information and enclosure other than prices against the items appearing in Part II shall not be considered for evaluation. Part I of the tenders will be opened at **1500 Hrs on June 14, 2019**. Part II (Price bid) only in respect of eligible bidders will be opened at a later date, firm date and time for which will be notified to the eligible bidders in due course of time.

2. **Earnest Money Deposit**. Tenderers are to deposit an Earnest Money Deposit (EMD) equal to **₹ 54,756/- (Rupees Fifty Four Thousand Seven Hundred and Fifty Six only)** along with the tender document in the form of NEFT in favour of Reserve Bank of India, Guwahati in the A/c No. - 8692299 , IFSC – RBIS0GWPA01 mentioning your Name/ Company Name/ Name of tender in NEFT transaction remarks. Offers not accompanied with EMD will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the bidder refuses to accept deployment order or having accepted the deployment order, fails to carry out his obligations mentioned therein or if the bidder submits falsified documents with the sole aim to win the bidding . **No interest will be payable on the EMD**. The EMD of unsuccessful bidders will be returned within one month of the opening of Part-I of bid. **Tenderers are advised to furnish all information along with necessary documents only in MSTC online portal.** Incomplete tenders are liable for rejection. The Earnest money paid by the successful bidder will be released after six months of satisfactory deployment of required number of firemen.

3. **Performance Bank Guarantee (PBG)**. The successful tenderer shall deposit PBG @ 5 % of the contract amount in favour of Regional Director, Reserve Bank of India, Guwahati, within 30 days of the award of contract. The PBG shall be valid for a period of 60 days beyond the date of termination of contract. **No interest will be paid on it**. The bidder shall execute an agreement with the Bank on stamp paper within a week of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The PBG deposited by the agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the agency and / or loss/ damage if any sustained by the RBI, Guwahati on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of the agreement.

4. **Terms applicable for Payment**. Bank will pay the agreed amount on performance basis, inclusive of all taxes on the basis of monthly bills submitted by the agency. No other charges of any kind shall be payable. The agency should ensure that wages & allowances paid to firemen are in compliance with Central Government wage regulation. **Proof of paying minimum wages paid should be submitted by the agency to the RBI**. The percentage of wage increase will be given as per percentage

revision of wages by the Central Government. No separate travelling expenses will be paid by the Bank to any firemen or agency officials for visiting RBI, Main Office Building, Station Road, Pan Bazaar, Guwahati. The TDS, if applicable, will be deducted by RBI.

5. That, the applying agency should be reputed & experienced, engaged in the business of providing firefighting services, and shall be required to provide trained Firemen at Reserve Bank of India, Guwahati.

6. That the total number of Firemen required at present is **03 (Three) Supervisors & 06 (Six) Firemen**, i.e, 01 (one) Supervisor & 02 (two) Firemen in each shift. The shift timings will be from 6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 6.00 am. The agency will be required to ensure that a Fireman does a duty of 8 hours at the maximum in a day, i.e the fireman who has done an 8 hour shift in a day will not be deployed for another shift on the same day. The agency will be responsible for providing reliefs for these people on account of weekly offs / leave etc. Reliever must be provided in all cases as per labour laws. The total working days/duties per person should not exceed 26 in a month i.e. each person engaged must get at least one rest day in a week. The Bank is liable to impose penalty at the rate equivalent to wages per day for not providing reliever due to absenteeism. The reliefs provided for more than 10 days will be assumed as regular replacement and will be deployed at RBI, Guwahati regularly thereafter till directions are issued by the Bank. The replacement must also meet the educational qualification, experience criteria, medical and physical standards as prescribed in the tender document for the fire staff.

7. That the persons deployed by the agency for the services mentioned above shall be the employees of the agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the agency and in no case, shall a relationship of employer and employee between the said persons and the Reserve Bank of India, Guwahati shall accrue/arise implicitly or explicitly. It will be the responsibility of the agency to ensure that no liability on this count should come on Reserve Bank of India, Guwahati in respect of workers deployed by him.

8. **Execution Schedule and Penalty for Delay in Execution**. The agency will be required to deploy the firemen within 02 weeks of execution of the contract. Any delay in execution of the contract beyond the specified schedule will attract penalty @ 0.5% of the contract amount per week subject to a maximum of 10% of the contract amount. In case the penalty amount exceeds 10% of the contract amount, the Bank may terminate the contract and in such an event the agency shall be liable for risk and cost. On taking over the responsibility of work assigned, the agency shall formulate the mechanism for due assignment of work to its personnel in consultation with the Regional Director, Reserve Bank of India, Guwahati or his nominee. Subsequently, the agency shall review the work assigned from time to time and advise the Bank for further streamlining their system.

9. That the Regional Director, Reserve Bank of India, Guwahati 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 Agency in order to ensure that persons deployed by him are doing their duties.

10. That in case any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any riots or disorderly conduct, the Agency shall immediately withdraw such personnel and take suitable action against such persons. Further, the Agency shall immediately replace the particular person so deployed on the demand of Bank in case any of the aforesaid acts on the part of the said person.

11. That the Agency shall carefully and diligently perform the work assigned to him in consultation with the Regional Director, Reserve Bank of India, Guwahati or the officer designated by the Regional Director in this respect from time to time.

12. That for performing the assigned work, the Agency shall deploy medically and physically fit persons (**only from the age group 20 years to 40 years for Firemen and from the age group 20 years to 60 years for Fire Supervisor**). The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performing their duties. Persons so engaged by the Agency shall be from amongst trained firemen of high integrity and good conduct. In no circumstances, firemen below 20 years and above 40 years of age and fire supervisors below 20 years and above 60 years should be employed.

13. That the agency shall duly check the antecedents and credentials of the personnel deployed by it. The Agency shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Agency deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty. A Police verification should have been carried out by the Vendor in respect of these personnel (Including the temporary relief as when so provided). A certificate certifying the same shall be submitted by the vendor during submission of the tender documents as part of Technical Bid.

14. That on taking over the responsibility of the work assigned, the Agency shall formulate the mechanism and duty assignment of work to its personnel in consultation with Regional Director or his nominee. The Agency shall further be bound by and carry out the directions/ instructions given to him by the Regional Director, RBI, Guwahati or his nominee from time to time, and that the Agency shall carefully and diligently perform the work assigned to him in consultation with RBI, Guwahati.

15. That the Agency shall be liable for the payment of wages and all other dues which they are entitled to receive under various labour laws/ acts and other statutory provisions.

16. That the Agency shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to Regional Director, Reserve Bank of India, Guwahati and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The Agency shall indemnify the Bank against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the

currency of this contract. The Agency shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Guwahati 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. Agency'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, Guwahati shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payment and PBG.

17. In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Guwahati, a sum as may be claimed by RBI, Guwahati.

18. That the Agency shall take all reasonable precautions to prevent any riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Guwahati. The Agency shall keep the RBI, Guwahati indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case RBI, Guwahati is made party and is supposed to contest the case, the RBI, Guwahati will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the Agency to RBI, Guwahati on demand. Further the Agency shall ensure that no financial or any other loss / liability comes on RBI, Guwahati in this respect of any nature whatsoever and shall keep RBI, Guwahati indemnified in this respect.

19. That the Agency shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Guwahati and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Guwahati either explicitly or implicitly.

20. That the Agency shall provide **two pairs of uniform per year** at his own cost to the persons deployed for this work and shall include Shirt (Shirt/Jacket-inscribed as FIRE SAFETY at the back), helmet, fire-fighting hand gloves, fireman axe, gumboots, metal cutter, leather shoes, socks, lanyard with whistle, Jersey for winter, Rain coat/umbrella for rainy season and loaded torches at all the posts, and Reserve Bank of India, Guwahati shall have no liability whatsoever on this account. The uniform shall be approved by the Regional Director, Reserve Bank of India, Guwahati or his representative.

21. Prevention of Sexual harassment of Women at Workplace

The contractor/Agency shall be solely responsible for 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 and the

Contractor/ Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

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

The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issues.

The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

22. That the Agency shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Regional Director, Reserve Bank of India, Guwahati indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. Agency's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Regional Director, Reserve Bank of India, Guwahati shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payment, Earnest Money Deposit and PBG.

23. That the Agency shall be required to maintain permanent attendance register/roll within the building premises in which day to day deployment of personnel will be entered and which will be open for inspection and checking by the authorized officers of Reserve Bank of India, Guwahati or Labour Department or any other authority.

24. That the Agency shall only make the payment of wages, etc. to the persons **online/electronic or through cheque** and shall on demand furnish copies of wage register/muster roll, etc. to the Reserve Bank of India, Guwahati before the 3rd of succeeding month for which bill has been raised for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, with regard to the duties of Reserve Bank of India, Guwahati in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Agency shall comply with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorised deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

25. That the Agency shall deploy his/her persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The Agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the Agency committing a

default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Regional Director, Reserve Bank of India, Guwahati, a sum as may be claimed by Reserve Bank of India, Guwahati.

26. That the Performance Bank Guarantee (PBG) given by the Agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and /or loss/damage if any sustained by the Reserve Bank of India, Guwahati on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency. The agency shall have no objection to such appropriation.

27. That the Performance Bank Guarantee (PBG) given will be refunded to the Agency within one month of the expiry of the contract only on the satisfactory performance of the contract.

28. That the Agency shall ensure that the persons so deployed do not allow any property of the Reserve Bank of India, Guwahati related to Fire Safety Equipment to be taken out of the premises without a Gate Pass signed by the designated officials of the Reserve Bank of India, Guwahati. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Agency along with subsequent changes, if any. Assistant General Manager/ Manager (Protocol and Security), Reserve Bank of India, Guwahati shall make suitable arrangement to ensure compliance.

29. That it shall be the responsibility of the Agency to take care of fire safety arrangements in the Reserve Bank of India, Guwahati premises and report the matter related to fire safety to the Manager (Security) of Reserve Bank of India, Guwahati on immediate basis. It shall be the sole responsibility of the Agency 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, Guwahati and if there is any loss to the Reserve Bank of India, Guwahati on account of dishonesty, and/or due to any lapse/negligence on the part of the Agency or his worker/s, the Agency shall make good on demand the loss to the Reserve Bank of India, Guwahati. He should also take steps, in consultation with Reserve Bank of India, Guwahati authorities, to register FIR with police, if required.

30. That the Agency shall pay the required GST to the authorities on account of the services rendered by him. Proof of deposit of the same may be rendered to RBI, Guwahati as and when sought from the vendor.

31. 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 arbitration by the Regional Director, Reserve Bank of India, Guwahati or his nominee.

32. That the award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is 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, Reserve Bank of India, Guwahati 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.

33. The Arbitrator may give interim awards and/or directions, as may be required.
34. Subject to the aforesaid provisions the Arbitrator & 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.
35. That during the period of agreement, the contract may be terminated by the Bank, by giving one month's notice or on payment of one month's charges in lieu thereof. Also, the contract may be extended with mutual consent of both the parties beyond the initial period of one year.
36. That the Agency shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work. The agreement shall be executed in duplicate and the Bank shall retain the original and the contractor shall retain the duplicate.
37. If the Agency selected fails to sign the formal agreement within a week or fails to undertake the work on due date, the letter of intent shall be treated as cancelled.
38. That the Agency shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.
39. That the Agency has to deposit the ESI & EPF contribution locally in Guwahati only and has to ensure that all his employees are given ESI Card and EPF Card immediately. That the Agency shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at the Reserve Bank of India, Guwahati in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
40. The lump sum rate agreed to by Reserve Bank of India, Guwahati and the contracting agency shall be paid during the period of the contract.
41. The Supervisor/Leading Firemen should have academic qualification of 10th standard (or equivalent) and should have undergone a basic course in firefighting of minimum 03 (Three) months duration from a Government/Government recognised institute. They also should have minimum **03 (Three)** years' experience in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations while working in the same capacity in organisations of repute.
42. The firemen provided should have undergone a basic course in firefighting from a Government/Government recognised institute. He should also have **minimum 1 (One) year** experience in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations while working in the same capacity in organisations of repute.
43. The Agency should have provided/be providing Fire Service Personnel in any two Government/Semi Government/PSU organisation in last three years.
44. The Agency shall report to the Security Manager/Fire officer of the Reserve Bank of India, Guwahati and will comply with the instructions issued by him from time to time.

45. The firm/agency should preferably have an Office in Guwahati and the local representative of the firm/agency should be available in Guwahati having specific address and personal telephone number at all the time.

46. The Agency will raise monthly invoice on Reserve Bank of India, Guwahati latest by 03rd of the succeeding month. The Reserve Bank of India, Guwahati will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the Agency.

47. No accommodation or medical facility will be provided by the Reserve Bank of India, Guwahati.

48. The contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.

49. Confidentiality Clause

The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Further representative of the agency shall not indulge to a third party, any kind of information regarding the Bank which they may acquire during the course of their association with the Bank. In the event of any such incident coming to the notice of the Bank, the Bank reserves the right to terminate the contract without giving any notice in this

regard. Any disclosure of information as mentioned above shall be deemed to be material breach of this Agreement and will lead to cancellation of the contract.

50. Duty and Discipline: That the Fire Safety Agency shall be obliged to comply with the following:

- a) Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Guwahati.
- b) To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Reserve Bank of India, Guwahati informed of all developments in this regard.
- c) To pay all dues of its employees and keep the Reserve Bank of India, Guwahati absolved and indemnified from any liability in this respect.
- d) To be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of Reserve Bank of India, Guwahati and its representative
- e) Take appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Guwahati notifies.
- f) On expiry of this agreement the Agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and

liability and obtain suitable discharge in favour of the Reserve Bank of India, Guwahati so that no liability or obligation devolves on the Reserve Bank of India, Guwahati.

51. That all precautions will be taken by the Agency towards the safety of its employees deployed at the Reserve Bank of India, Guwahati and it will be the sole responsibility of the Agency towards any untoward incident i.e. compensation etc, to its employees.

52. JURISDICTION: This agreement is subject to Guwahati jurisdiction. Any dispute whatsoever arising on any matter shall be settled within Guwahati jurisdiction only.

53. **Duties of Firemen.** Trained uniformed firemen will be deployed in three shifts of 08 hours duration each and will perform the following duties: -

- a) Man the Fire Control Room round the clock.
- b) Check all the fire equipment like fire alarm system, hydrant system, fire extinguishers etc. for serviceability at laid down periodicity.
- c) Supervise the work done under AMC of all firefighting equipment.
- d) Conduct periodic training of staff on firefighting.
- e) Fight fire and assist fire brigade as and when they arrive and liaison with local fire brigade at Guwahati.
- f) Regular inspection of entire premises for identifying fire hazards and removing / taking steps to protect against fire and building code violation.
- g) Check all escape routes and fire lanes daily and ensure that they are free of obstacles.
- h) Under instruction from Security/Fire officer, carry out activity as directed which may include but not be limited to evacuation/assistance to injured/ clearance of debris/shifting of dead-bodies etc.
- i) Conduct regular firefighting drills.
- j) Function under the Security Manager in-charge of fire/Fire officer on all aspects of work and administration.
- j) Assist in fire audit as and when carried out.
- k) Stay updated on latest firefighting techniques and equipment.
- l) All firemen will report for duty ten minutes before their duty start time and will be well turned out.
- m) The agency shall provide the Fire Staff on duty with distinct uniforms and badges to identify them as Fire Staff. They should display on their person identity card issued by the Bank.

- n) After briefing by the shift Supervisor/Leading Fireman, they will clear doubts if any on the instructions passed on the day.
- o) The fire men will ensure that they remain more mobile during their duty time & avoid sitting at hidden places.
- p) While on duty the firemen will maintain a polite but firm behaviour with the employees & contract labour.
- q) In case of any doubt the fire man will not keep it to himself but will immediately seek help from other firemen, Security Officer or Fire officer.
- r) The agency will be penalized suitably if a fireman is found sleeping on duty or missing from the place of duty or absence from the duty.
- s) Firemen will maintain a decent & presentable behaviour.
- t) Firemen should be trained on operations of various fire extinguishers installed in the office premises. The firemen will ensure the operation of water pump at the fixed hours in the office.
- u) Any other duties assigned by the superiors from time to time.

Place:

Authorised Signatory

Date:

Name

FORMAT- II

Details of Agency's Bankers

Sl No.	Information Sought	Particulars / Firm's Reply	Remarks
1.	Name of the Organization		
2.	Name of the Banker:		
3.	Name of the Branch and its complete Postal Address:		
4.	Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s) , etc.		
5.	Type of Account:		
6.	Account Number:		
7.	IFSC Code:		
8.	Whether Credit facility / Overdraft Facility enjoyed by the Agency		
9.	The period from which the Agency has been banking with the Banker		
10.	Any other information which the Agency may like to furnish about its Bankers.		

Firm's Seal:

Place:

Date:

Authorised Signatory

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(To be submitted by the Tenderer along with the Tender)**

This is to certify that to the best of our knowledge and information M/s./Sri..... having address....., is/are a customer of our bank and is/are 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)
Seal
For the Bank

Note:

1. Banker's certificates 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.

Part II - FINANCIAL BID

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

Deployment of Trained Fire Safety Personnel in the Bank's premises

In response to the above and in full agreement with the terms and conditions and the pre-qualification criteria as stipulated by you, I/we state as under:-

Commercial Bid

Services to be Provided	Amount per month (In ₹)
Cost of Deployment of Two (2) Firemen at the Premises of the Bank in three shifts of eight hours round the Clock (24 X 7) including Central Minimum Wages + EPF + ESI + other statutory dues for one (01) month. (Total No. of persons required = 6 persons)	
Cost of Deployment of One (1) Fire Supervisor/ Leading Fireman at the Premises of the Bank in three shifts of eight hours round the Clock (24 X 7) including Central Minimum Wages + EPF + ESI + other statutory dues for one (01) month. (Total No. of persons required = 3 persons)	
Service Charges for deployment of Six (6) Firemen and Three (3) Fire Supervisors in the Bank's premises for one month	
Total (per month)	

(i) The above rates are inclusive of all statutory payments like EPF/ESI/Bonus/Gratuity/EDLI/Administrative/relievers Charges etc. (Excluding GST).

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

(iii) I have gone through the terms and conditions and am agreeable to them.-+-

Quotations for personnel have to be as per Minimum Wages Act, 1948 and inclusive of applicable EPF, ESI, all applicable statutory dues excluding GST imposed / to be imposed by Central / State Government Local Bodies. The rate quotations submitted without factoring Central minimum wages, EPF and ESIC would be rejected and it would not be taken into consideration for selecting L1.

Yours sincerely
(Firm's Seal and Authorised Signatory with Date)