



Reserve Bank of India

Estate Department
New Delhi

E-Tender for engaging Fire Service Agency at Main Office Building, RBI, New Delhi and at RBI Colony, Hauz Khas, New Delhi

Reserve Bank of India, New Delhi invites e-Tender in two parts for engaging Fire Service Agency at Main Office Building, RBI, New Delhi and at RBI Colony, Hauz Khas, New Delhi under Annual Service Contract at from eligible firms/contractors fulfilling the pre-qualification criteria, for the period January 01, 2024 to December 31, 2024 (12 months).

Estimated cost of the work for 12 months	Earnest Money Deposit for the work
Rs. 46,09,260/- (inclusive of GST 18%)	Rs. 92,185/- (2% of estimated cost)

The last date for submission of e-Tender is 22-12-2023 up to 15:00 hrs. 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.

Place: New Delhi

Date:

Regional Director

Reserve Bank of India

New Delhi



DISCLAIMER

Reserve Bank of India, Estate Department, New Delhi, 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 believe 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 Reserve Bank of India 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 scope of the work, to alter the timetable 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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Section-I
Notice Inviting Tender (NIT)
(Only through e-Tendering portal)

E-Tender invited for Engaging Fire Service Agency at Main Office Building, RBI, New Delhi and RBI Colony, Hauz Khas, New Delhi

This is an open tender. However, only those bidders/vendors who fulfil the required pre-qualification criteria and having required stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents in support of their eligibility for the tender during the submission.

The tendering would be done through the **e-Tendering** portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender (SOT) is as follows:

a. E-Tender No	RBI/Delhi Regional Office/Estate/9/23-24/ET/246[Engaging Fire Service Agency 0]
b. Mode of Tender	e-Procurement System (Online Part I - Technical Bid & Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Estimated value of tender (including Taxes)	Rs.46.09 Lakh (Rupees Lakh Only)
d. Date of Tender available to the parties to download	15:00 Hrs. December 01, 2023
e. Pre-Bid meeting	Offline at 15:00 Hrs. on December 08, 2023 at Estate Department, RBI, Sansad Marg, New Delhi.
f. Bidding start date of Technical Bid and Financial Bid at MSTC	18.00 Hrs. December 01, 2023
g. Last date of submission of EMD	15.00 Hrs. December 21, 2023
h. Date of closing of online submission of e-tender (Technical Bid and Financial Bid)	15.00 Hrs. December 22, 2023
i. Opening of Part-1 (Technical Bid) of tender	15.30 Hrs. December 22, 2023
j. i) Earnest Money Deposit	i. Rs. 92,185 /- through NEFT/RTGS paid in favour of RBI, A/c.No.-186004001, IFSC Code: RBIS0NDPA01 (5th & 10th digit is zero). Please mention UTR transection details while applying.
ii) Tender Fees	ii. NIL
k. Date of Part-II: Price Bid	To be notified later.
l. Contact person for communication in connection with the Tender	Name & Designation: i. Sh. Basab Bhattacharya, Manager; Mobile:9810605806; Email: bbhattacharya@rbi.org.in ii. Sh. Rajesh Kumar Kakkar, Manager; Mobile: 9911151707; Email: rkkakkar@rbi.org.in
m. Transaction Fee	Payment of transaction fee as mentioned in the MSTC portal, through MSTC payment gateway/NEFT/RTGS in favour of MSTC Limited.



Section-II

Important instructions for e-Tendering / procurement

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

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

1.	Process of E-tender: A) Registration: The process involves vendor's registration with MSTC 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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, NEW DELHI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: The price bid and the Techno-commercial bid has to be submitted on-line at www.mstcecommerce.com/eprochome/rbind 1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts → RBI 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 while filling the registration form. In case of any clarification, please contact MSTC/RBI, NEW DELHI, (before the scheduled time of the e- tender). Contact person (MSTC): Centralized Help desk: 033-22901004 NRO Help Desk, Phone Number: 01123212357, 01123215163, 01123217850 1) Shri Setu Dutt Sharma, DM, E-mail - sdsharma@mstcindia.co.in 011- 23215925; 07878055855 2) Mr. Sabyasachi Mukherjee, Junior Manager (E-commerce) Mobile- 7278030407; E-mail- smukherjee@mstcindia.co.in 3) Mr Umesh Chandra Deputy Manager (NRO) Mobile no: 09971668889 Email: umesh@mstcindia.co.in Landline-01123217850 4) Shri Shishupal Yadav Junior Manager (NRO) Mobile no- 8826562675 Email: shishupal@mstcindia.co.in Landline-01132068276
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	<u>Contact person (RBI New Delhi):</u> 1.Shri Basab Bhattacharya, Manager MOB:9810605806, PHONE:011-23452218 e-mail – bbhattacharya@rbi.org.in 2. Sh. Rajesh Kumar Kakkar, Manager; Mobile:9911151707, PHONE:011-23452445 Email: rkkakkar@rbi.org.in B) System Requirement: i) Windows 7 and above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprhome.
2.	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, NEW DELHI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them. Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Vendors are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide. 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 so as to give themselves sufficient time to submit the bid.
5.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, NEW DELHI as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only. (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	Bidding in e-tender: (a) Bidder(s) need to submit necessary EMD online through the MSTC portal for the e-tender. No interest will be paid on EMD. (b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. (c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Govt. depts. → RBI Vendor Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial/Price Bid. (d) The bidder should allow to run an application namely Java application by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save/submit his bid.



	(e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid. NOTE: - The Techno-Commercial Bid / price bid cannot be revised once the "Final Submission" button has been clicked by the bidder. (f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. (g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. (h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. (i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier. (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 bidder confirms his acceptance of terms & conditions for the tender. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12.	RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the



	terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



SECTION - III

Pre-Qualification Criteria (with documentary evidence)/ Requirements specified below:

Online tender will be allowed to be viewed /downloaded to all firms from 18:00 December 01, 2023. The firms which do not comply with the following pre-qualification criteria and do not submit EMD by stipulated date and time i.e. On or before 15:00 hrs on December 21, 2023, will not be considered for opening of their tender Part-II.

1. The agency/contractor should have been in this business at least for the last 5 years and should be providing / provided Fire Service Personnel in any Government / Semi Government / PSUs organization / and reputed private originations during last five years with minimum deployment of 10 fire service personnel. Details of ASC contract and satisfactory client report to be submitted.

a) The intending tenderers must have executed successfully similar works, as mentioned above, during last five years on before October 31, 2023. These works should be either of the following:

b) Three previous works, each costing not less than the amount equal to 40% of the estimated cost (the amount of completed work carried out during one financial year/ calendar year only will be considered for working out the qualifying amount of each work i.e. 40% of the estimated cost)

OR

c) Two previous works, each costing not less than the amount equal to 50% of the estimated cost (the amount of completed work carried out during one financial year/ calendar year only will be considered for working out the qualifying amount of each work i.e. 50% of the estimated cost)

OR

d) One previous work, costing not less than the amount equal to 80% of the estimated cost (the amount of completed work carried out during one financial year/ calendar year only will be considered for working out the qualifying amount of the work i.e. 80% of the estimated cost).

2. The Agency should have average turnover of Rs. 46.09 lakhs during last three years.

3. The fire men must have undergone a basic course in fire-fighting services from a government recognized institute. Declaration to be submitted.



4. The supervisor/Leading Firemen should have adequate experience (at least three years experience) and qualifications in firefighting and preferably be an ex-serviceman. Declaration to be submitted.
5. Should ensure that the Fire men and Supervisors/Lead fireman are all trained in fire safety measures including First Aid, emergency responses and firefighting operations. Declaration to be submitted.
6. Firemen deployed by the agency should NOT be rotated/shifted within one year of deployment. Declaration to be submitted.
7. Should have effective infrastructure/tie-up for training of the Fireman. Declaration to be submitted.
8. Should have credible Supervisory Infrastructure and network. Declaration to be submitted.
9. Should have a Certificate of Registration with Registrar of Companies/Registrar of Firms. Proof to be submitted.
10. Should have latest Audited Balance Sheet for the last 3 years with income tax return. Proof to be submitted.
11. Should have latest Certificate from ESI Corporation. Proof to be submitted.
12. Should have latest Certificate from EPF Organization. Proof to be submitted.
13. Should be registered with Govt. under Contract Labour Act. Proof to be submitted.
14. Should have registered with appropriate authority for GST. Proof to be submitted.
15. If registered as MSME firm. Proof to be submitted.
16. Should note that the Agency shall be responsible for entire risk coverage of firemen/supervisors for the duration of such services with the Reserve Bank of India.
17. Should have PAN number. Proof to be submitted.
18. Should have all the necessary legal/statutory approvals to conduct fire- fighting business. Declaration to be submitted.



19. Should have a proper office or sub-office at Delhi with adequate manpower to take care of replacement/reliever. Proof to be submitted.

20. The replacement/reliever in case of leave/exigency should be having similar qualifications & experience.

21. Police verification of each and every person deployed is necessary and mandatory. It will be the sole responsibility of the firm to get proper police verification done of all the deployed personnel.

22. One dedicated mobile (with number) will be provided by the agency at the fire control room at its own cost.

23. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including RBI at any location in India on any grounds

24. The bidders shall submit documentary evidence in support of all the above eligibility criteria along with signed copy of Part-I of the tender.

25. 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 therefor.

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

Signature & Stamp

Place:

Date:



SECTION – IV

Special Terms and Conditions and Eligibility Criteria for engagement of Fire Service Agency

1. (a) Intending applicants will have to satisfy the Bank with 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 application/Bid.

(b) The Agency shall provide Fire Services round the clock on all seven days of the week at MOB and daytime shift only on all seven days at RBI Colony, Hauz Khas. The estimated numbers of firemen/supervisors to be deployed will be as under:

Sr. No.	Description	Minimum No. of Workers in Bank's Office building per day	Remark
a	Fire Man for MOB (semi-skilled)	06	Services will be provided on all days including Saturday, Sunday and holidays.
B	Fire Supervisor for MOB (Skilled)	03	
C	Fire Man for Officers' RBI Colony at Hauz Khas (Semi-Skilled)	01	

2. The successful bidder will have to submit Performance Bank Guarantee (PBG) of 5% of the contract value (inclusive of GST) within 14 days from the date of award of work, for successful execution of the contract having a validity period of further six months from the expiry of the contract. After submission of Performance Bank Guarantee (as per [Annexure-H](#)), EMD of Rs. 92,185/- will be released. Thus, the Performance Bank Guarantee will be released on completion of successful execution of work on yearly basis. This PBG is renewable at the rate of 5% of the annual contract amount in case the Bank extend the contract for the subsequent year to its satisfaction. No interest shall be paid on the said deposit.

3. The Fireman would be manning the Fire Console Room to ensure fool proof safety and security of the building, maintaining fire safety equipment's like fire alarm, hydrants, wet/dry riser system, fire extinguishers, training of general staff, liaison with



local fire brigade, at MOB, Reserve Bank of India, New Delhi and at Officers' RBI Colony, Hauz Khas, New Delhi.

4. The Agency shall make substitute arrangements in the event of absence of any of the fire staff deployed by them within half an hour from the commencement of the shift. If any fireman resigns, then the agency should ensure at least one-week handing taking over between the outgoing and incoming fireman. All incoming firemen will have to undergo a basic test conducted by Protocol & Security Cell, RBI, New Delhi. The candidates who clear test will only be permitted to get deployed at RBI, New Delhi.

5. In case of frequent or continued delay or in a case of any breach by the Agency of any of the provisions of this contract, the contract may be terminated by the Bank without assigning any reason.

6. The contractor shall get the antecedents of his personnel verified through Police channels and the certification/ verification reports shall be made available to P & S Cell, Reserve Bank of India, prior to their deployment.

7. **General Scope of work**

- a. Manning of Fire Control Room round the clock.
- b. Check all fire equipment for serviceability at laid down periodicity in consultation with P & S Cell.
- c. Supervise the work done by the ASC service provider of all firefighting equipment.
- d. Conduct periodic training of Bank staff on firefighting as directed by P & S Cell.
- e. Fight the fire at the incipient stage and assist the fire brigade as and when they arrive.
- f. Conduct regular firefighting drills in coordination with P & S Cell.
- g. Function under the Security in-charges of Fire on all aspects of work and administration in MOB and Colony.
- h. Assist in fire audit as and when carried out.
- i. Regular inspection of entire premises for identifying fire hazards and removing/taking steps to protect against fire and building code violations.
- j. Check all escape routes and fire lanes daily and ensure they are free of obstacles.
- k. Assist in search and rescue & salvage operation in case of an incident.
- l. Update knowledge of the latest fire-fighting equipment and techniques and to remain aware of current developments in fire services.



8. For performing the assigned work, the contractor shall deploy medically and physically fit persons (Firemen below 40 years). The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst the Ex-servicemen or properly trained fire men (Lead Fireman/Supervisor having 3 years firefighting experience) of high integrity and good conduct and shall be conversant in **Hindi**. In no circumstances, Firemen & Supervisor below 18 years of age should be employed.

9. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the 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 Reserve Bank of India, New Delhi 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 Reserve Bank of India, New Delhi in respect of workers deployed by him.

10. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assigned work to its personnel in consultation with P & S Cell, Reserve Bank of India, New Delhi, or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Regional Director, Reserve Bank of India, New Delhi 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 or the officer designated by the Regional Director in this respect from time to time.

11. The Regional Director, Reserve Bank of India, New Delhi 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 to ensure that persons deployed by him are doing their duties effectively.

12. 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 riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, New Delhi in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, New Delhi in case any of the aforesaid acts on the part of the said person.

13. The contractor shall carefully and diligently perform the work assigned to him in consultation with the Deputy General Manager, Protocol and Security Cell, Reserve Bank of India, New Delhi.

14. The Agency/Firm should have an office in Delhi.



15. 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.

16. The contractor shall take necessary insurance covers (Workmen Compensation Policy), third party / public liability with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be in accordance with the minimum wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of **Rs.2.00 lakh per accident**, maximum of 5 accidents during execution of work.

17. The contractor shall comply with the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The contractor shall indemnify the Employer against all claims which may be made upon the employer whether under the aforesaid statutes or any other statute in force during the currency of the contract.

18. The contractor shall be liable for the payment of wages and all other dues which they are entitled to receive based on Minimum wages as laid down by Central Government and revision thereafter as Central Government if so applicable, to the contractor. **The revision of the Minimum Wages shall be done by the Bank as and when basic minimum wage rate revised by GOI.**

19. **Tender shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.** Thus, the rate quoted by the tenderer will remain constant for a period of minimum 3 months, even if the rate changes.

20. Total Lumpsum Bid Amount (inclusive of GST) is to be quoted in Part-II which will include the **Total Monthly wages (inclusive of GST)** for deputing 03 Nos. Fire Supervisor (Skilled) and 07 Nos. Fire Man (Semi-skilled). **Any change/variation in minimum wages as declared by Central Government of India from time to time**



should be immediately applied for by the vendor for payment of Wages towards their workers.

21. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, New Delhi 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. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank of India, New Delhi shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly Payment and Security Deposit, if any.

22. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. This register shall be put to the Security Officer in charge up on daily basis for his information. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.

23. The contractor shall make the payment of wages, etc. to the persons so deployed through ECS/NEFT or other electronic media directly in the account of employed persons and shall on demand furnish copies of wage register/muster roll, etc. to the Reserve Bank of India, New Delhi, for having paid all the dues to the persons deployed by him for the work under the Agreement. 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, New Delhi 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 in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

24. The contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the 'Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948'. Contractor must deposit the ESI & EPF contribution locally in Delhi only and he must ensure that all his employees are given ESI Card and EPF Card immediately.



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



31. That 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 same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority. However, Contractor will have the right to appeal to the Regional Director whose decision will be final in the matter.

32. It shall be the responsibility of the contractor to take care of fire safety arrangements in the Reserve Bank of India, New Delhi premises and report the matter related to fire safety to the designated officer of Reserve Bank of India 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, and if there is any loss to the Reserve Bank of India, 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, New Delhi. He should also take steps, in consultation with Reserve Bank of India, New Delhi authorities, to register FIR with police, if required.

33. Effective and close liaison with local fire brigade establishments and daily check of Fire Hotline to the Fire Brigade.

34. The contractor shall provide two pairs of uniform at his own cost 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, Lanyard with whistle, Jersey for winter, raincoat /umbrella for rainy season, loaded torches and batons at all the posts and Reserve Bank of India, shall have no liability whatsoever on this account.

35. **JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

36. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director, RBI, New Delhi.

37. The award of the arbitrator shall be final and binding on both 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, New Delhi 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.

38. The Arbitrator may give interim awards and/or directions, as may be required.

39. Subject to the aforesaid provisions of the Arbitration & 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.

40. During the period of agreement, the contract may be terminated by the Regional Director, Reserve Bank of India, New Delhi 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 12 months. In case of termination of contract or non-renewal of contract, the contractor shall continue to provide services on same terms and conditions for two months or as advised by the RBI, whichever is earlier.

41. It shall be optional with the parties to this Contract to extend it for another one year or two years on the same terms and conditions on the date of termination of this Contract at the discretion of the Bank and on satisfactory performance of duties and proper fulfilment of all terms and conditions of the contract.

42. The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.

43. If the contractor selected fails to sign the formal agreement within a week or fails to undertake the work, the letter of intent shall be treated as cancelled.

44. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.

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

46. Fire Supervisor/Lead Fireman and Firemen provided shall be adequately trained in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations.



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

48. The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure / systems / equipments etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The Contractor will indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank will be entitled to claim damages and pursue legal remedies.

49. **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 workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee 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 workplace and related issues.

50. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues.

51. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the fire staff which may arise out of and in the course of 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.

52. The contractor will raise monthly invoice on Reserve bank of India, New Delhi latest by 10th of the succeeding month. The Reserve Bank of India, New Delhi



will deduct Tax at source and all other taxes, duties as applicable from time to time from the amount payable to the contractor.

53. The agency should provide detailed break up of Price bid on demand.

54. **Duty and Discipline:** 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.
- b. To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Reserve Bank of India informed of all development in this regard.
- c. To pay all dues of its employees and keep the Reserve Bank of India 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 and its representatives.
- e. To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, notifies.
- f. On expiry of the agreement the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Reserve Bank of India, so that no liability or obligation devolve on the Reserve Bank of India.

55. The Agency shall provide one Fire Supervisor and two Firemen in each shift at Main Office Building and One Fire Man in daytime shift (9:00 am to 5:00 pm) at Hauz Khas Colony Services will be provided on all days including Saturday, Sunday and holidays.

56. a). The Agency shall deploy Fire personnel (fire-fighting staff) in eight hours shift and should 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) at Main Office Building and in one daytime shift (9:00 am to 5:00 pm) at Hauz Khas Colony, Services will be provided on all days including Saturday, Sunday and holidays. Providing firefighting, fire safety, manning the fire console rooms, holding and maintaining fire safety equipment like fire alarm, fire extinguishers, hydrants, wet/dry riser system, assisting physically challenged employees/visitors, training of general staff, liaison with local fire brigade.

b) Firemen deployed by the agency should **NOT** be rotated / shifted from Bank



within one year of deployment unless there is deficiency in services rendered by the Fireman as per RBI's expectation or he ceases to be in the employment of the tenderer.

Date
Place

Signature

Contractor / authorized rep with seal



SECTION - V
General Terms and Conditions for Tender

PART-I (TECHNICAL BID)

Technical Bid: The bidder/ firm/ Company shall upload the following documents on the MSTC portal:

- i. Application in Format - I including [Annexure A to G](#) duly filled along with documents as mentioned there-in.
- ii. Particulars of Company/Firm ([Annexure-B](#))
- iii. Details of previous experience ([Annexure-C](#))
- iv. Details of bankers ([Annexure-D](#))
- v. Bankers' certificate from Scheduled Commercial Bank ([Annexure-E](#))
- vi. Client Report ([Annexure – F](#))
- vii. All the pages of Part I of the tender, along with its annexure and enclosures should be duly signed and stamped by the Authorised representative of the firm / Company along with documentary evidences.

PART-II (FINANCIAL BID)

The bidder shall submit the Technical Bid and the Financial Bid separately electronically **only** as per the instructions contained in the Tender document.

The Financial Bids (Part-II) shall be opened electronically on the notified date. Part-II (Commercial/Financial/Price Bid) will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI. The decision of RBI in this regard will be final.

Pre-bid meeting (Offline)

- a) Tenderers requiring any clarification regarding this document shall contact RBI in writing at the mentioned email addresses provided in this document or raise enquiries during the pre-Bid meeting.
- b) The tenderers' designated representatives are invited to attend a **pre-bid meeting at 15:00 Hrs. on December 08, 2023 at Estate Department, 1st Floor, Reserve Bank of India, 6, Sansad Marg, New Delhi-110001.** The purpose of the meeting will be to clarify issues and to answer questions raised at that stage.
- c) The tenderers shall submit queries, if any, by sending e-mail, to RBI's email addresses mentioned in this document, **not later than one day before the date of the pre-Bid meeting.**
- d) Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.



Opening of Tender: -

- i. The Tender (Part-I) will be opened 15.30 Hrs. December 22, 2023, electronically only.
- ii. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- iii. Conditional bids will also be summarily rejected.
- iv. Tender document of bidders with incomplete application, not producing proof in respect of the conditions and documents mentioned in the [Annex B](#) - (Format-I) will be summarily rejected. Also Tenders without the required EMD amount will be summarily rejected. The Application which does not comply with RBI's terms and conditions may be rejected as **non-Responsive**.

Right to accept any Tender and to reject any or all Tenders: -

- i. 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.
- ii. The Bank may terminate the contract if it is found after award of the work that the contractor is blacklisted during last 5 years by any of the Govt. Departments / Institutions / Autonomous bodies/Local Bodies/ Municipalities/ Public Sector Undertakings, etc.
- iii. The Bank may terminate the contract in the event the successful bidder fails to furnish the Security Deposit / Performance Security or fails to execute the agreement within specified period.
- iv. The tenders which are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.
- v. The Bank shall call for the client report from the organizations in which the contractor has provided similar services. If any of the client report is not found satisfactory, the tender shall be rejected outright and its Part II shall not be opened and returned to the unsuccessful bidder of Part II of the tender.

Award of Contract: -

- i. The Bank will award the contract to the 'Bidder' 'who has been found to be 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- ii. The Bank will communicate to the successful bidder by e-mail / letter transmitted by Registered post/ Speed post that his bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award")



- iii. The successful bidder will be required to execute an agreement within a period of 14 days from the date of issue of Letter of Award.
- iv. The Contract shall come into full force and effect on the date of issue of the Letter of Award. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- v. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected.
- vi. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Security Deposit.



Annexure – A

(To be given on Applicant's letter head)

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

Application for Engaging Fire Service Agency in Main Office Building, RBI, New Delhi and Officers' RBI Colony at Hauz Khas, New Delhi.

Dear Sir,

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

- i. I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Government of India/ Delhi Government from time to time / other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, etc., also need to be paid as prescribed under various statutes, by me / us.
- ii. In case I/We are awarded the contract, I/We is /are agreeable to furnish Performance Bank Guarantee of **5% of the contract value** with Reserve Bank of India, New Delhi **as Security Money Deposit.**
- iii. I/We also understand that the Regional Director, Reserve Bank of India has the right to accept or reject my/our application without assigning any reasons whatsoever and his/her decision will be binding on me/us.
- iv. I/we have valid registration in respect of Employees Provident fund / Employees State Insurance / GST etc., copies of the above are enclosed herewith.
- v. I/we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" and I / we shall be solely responsible in this regard.

Authorized Signatory (With Name & Seal)



Annexure – B

Basic information (Please submit along with documentary evidence)

S. No	Particulars of the Company/Firm	
1.	Name of the Company/firm Address and Telephone number	
2.	Type of Company whether, Proprietorship, Partnership etc. (copy of partnership deed, if applicable)	
3.	Name and address of the Proprietor/ Partners/ Directors of the Company	
4.	Registration (firm, company etc.) / Registration Authority, Date	
5.	Registered office address and telephone number & email address Local Contact address/ Telephone number.	
6.	Office address through which the work will be handled (together with service provider's email address)	
7.	Experience in undertaking similar services to Govt / Semi Govt. / PSUs organizations (with documentary evidence)	____ Years
8.	Total value of the services provided to the other organizations for the last 3 years	2020-21 Rs. lakh 2021-22 Rs. lakh 2022-23 Rs. Lakh
9	Indicate if involved in any litigation	
10	Any civil suits pending in any of the orders executed, give details	
11	PAN Number	
12	Whether the firm/company is adhering to the Minimum Wages Act. Other Provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service.	



13	Whether the firm/company has the license under the contract Labour (Regulation and Abolition) Act 1970. If not, the time frame within which this license would be obtained.	
14	Whether the police verification of antecedents of the staff being deployed is got done or not.	
15	Whether the firm/company is registered with the PF, ESIC, GST remitter and the registration is currently valid. (Please enclose Copies of the above)	

Signature of the applicant with Seal

Place:

Date:



Annexure-C

Details of previous experience

S.No.	Nature of service rendered	Name, address & Telephone No. of the client. (Govt./ Semi Govt. / PSUs)	The name, full address & Telephone No. of the officer under whom the work was carried out	Number of person deployed	
				Supervisor	Fire Men

Signature of the applicant with Seal



Annexure – D

Details of Banker/s - (To be given on applicant's letter head)

Name of the Branch and its complete postal Address	
Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No.(s) etc.	
Type of Account and Account No.	
The period from which the service provider has been banking with the Banker.	
Any other information which the service provider may like to furnish about its Bankers:	
IFSC code of the Branch	

Authorized Signatory

(With name & Seal)



Annexure - E

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/shaving 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)

Form the Bank

Note:

1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.



Annexure - F

CLIENT'S CERTIFICATE - PERFORMANCE OF CONTRACTOR

Name and address of the Client

1. Details of Works executed by M/s.

a) Name of the work with brief particulars:

2. Agreement No. and Date:

3. Agreement amount

4. Number of Years' Service rendered to:

5. Details of Penalty levied for delay (indicate amount), if any:

6. Quality of Service (indicate grading): Outstanding/ Very Good/ Good/ Satisfactory/
Poor

7. Comments on the capabilities of the contractor:

a) Proficiency: Outstanding/Very Good/Good/Satisfactory/Poor

b) Financial Soundness: Outstanding/Very good/Good/Satisfactory/ Poor

c) Did the contractor go for arbitration?

If yes, total amount or claim:

Authorised signatory
(With Name & Seal)



Annexure – G (FORM OF AGREEMENT)

Articles of Agreement

यह करार एक ओर _____, जिसका पंजीकृत
कार्यालय _____ में है (_____
जिसे इसके बाद **संविदाकार** कहा गया है)

This Agreement is made on this _____ day of _____, 2023 between
_____ having its Registered Office at

(hereinafter called the CONTRACTOR) of the One Part

और
And

दूसरी ओर **भारतीय रिज़र्व बैंक**, नई दिल्ली जिसका केंद्रीय कार्यालय मुंबई में है और जिसका गठन
भारतीय रिज़र्व बैंक अधिनियम, 1934 के प्रावधानों के अंतर्गत किया गया है (जिसे इसके बाद " बैंक"
कहा गया है) के बीच _____, 2023 के _____ दिन को किया गया।

The RESERVE BANK OF INDIA, New Delhi, having its Central Office at Mumbai,
constituted under the provisions of the Reserve Bank of India Act, 1934 (Hereinafter
called the "The Bank") of the other part, executed on day _____, 2023

जबकि बैंक **मुख्य कार्यालय भवन, आरबीआई, नई दिल्ली और आरबीआई कॉलोनी, हौज़ खास,
नई दिल्ली में अग्निशमन सेवा एजेंसी की नियुक्ति** हेतु वार्षिक सेवा करार के लिए इच्छुक है।

WHEREAS the Bank is desirous of entering into Annual Service contract (ASC) for
**Engaging Fire Service Agency at Main Office Building, RBI, New Delhi and at
RBI Colony, Hauz Khas, New Delhi.**

और जबकि संविदाकार मूल एससी के अनुसार सहमत नियम एवं शर्तों और कार्य-क्षेत्र के ब्योरे के
अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/ घटाने के कारण कार्य में होने
वाली वृद्धि/ कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमति अनुसार और स्वयं
एससी की प्रकृति से उत्पन्न होनेवाली शर्तों (जिसे इसके बाद सामूहिक रूप से कथित "शर्तें" कहा गया



है) के अनुसार काम को जो उक्त कार्य-क्षेत्र में वर्णित है उसे एससी में निर्धारित दर के गणना पर या ऐसी अन्य देय राशि पर (इसके बाद इसे कथित "संविदा राशि" कहा गया है) कार्य करने के लिए सहमत है।

AND WHEREAS THE CONTRACTOR HAS AGREED TO execute upon and subject to the conditions set forth in the original ASC entered into and detailed in the scope of work and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of ASC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the ASC rate as shall become payable thereunder (hereunder referred to as the said ASC contract amount).

अब इस बात पर निम्न तरह से सहमति है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. यह समझौता _____ से लागू होगा और _____ तक लागू रहेगा या जब तक कि इसे इसमें शामिल शर्तों के अनुसार समाप्त नहीं किया जाता है। सेवाओं को कुशल रूप से प्रदान करने के लिए जनशक्ति, _____ की लागत को कवर करने वाले रुपये (_____) का शुल्क मासिक आधार पर या बिल/चालान जमा करने के अधीन देय होगा। उस पर भुगतान बैंक के अधिकारियों द्वारा विधिवत प्रमाणित किए जाने के बाद किया जाएगा कि सेवाएं संतोषजनक ढंग से प्रदान की गई हैं और सभी वैधानिक बकाया/करों आदि में कटौती के बाद। उपरोक्त शुल्क ठोस हैं और श्रम शर्तों, विनियम भिन्नताओं के अधीन नहीं हैं। या कोई भी अन्य शर्त। उपरोक्त शुल्कों में जीएसटी, बीमा शुल्क और कोई अन्य कर और शुल्क या अन्य लेवी भी शामिल है, चाहे वह केंद्र सरकार या राज्य सरकार या किसी स्थानीय प्राधिकरण द्वारा मौजूदा या भविष्य में लगाया गया हो।

This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained. The charges _____ of _____ Rs. _____ (Rupees _____) covering the cost of manpower for efficient rendering the services shall be payable on monthly/quarterly basis subject to submission of bill/ invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes etc. The above charges are firm and not subject to labour conditions,



exchange variations or any other condition whatsoever. The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.

2. संविदा के कथित शर्तों/एएससी अवार्ड पत्र में उल्लिखित तरीके के अनुसार कथित संविदा राशि का भुगतान उल्लिखित शर्तों के अधीन कार्य-क्षेत्र में वर्णित कार्य पूरा करने पर किया जायेगा।

In consideration of the said ASC, contract amount to be paid in the manner set forth in the said conditions/ASC Award Letter, the CONTRACTOR shall upon and subject to the said conditions execute and complete the work described in the said scope of work.

3. बैंक संविदाकार को कथित संविदा राशि उल्लिखित शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।

The Bank shall pay the CONTRACTOR the said contract amount at the time and in the manner specified in the said conditions.

4. बैंक आयकर विभाग द्वारा समय-समय पर जारी और वर्तमान में लागू दिशा निर्देशों के अनुरूप स्रोत पर कर की कटौती (टीडीएस) और अन्य किसी कानून के अंतर्गत लागू कटौती करेगा। संबंधित कानून के तहत कटौती नहीं किए जाने के लिए उपयुक्त प्रमाण पत्र, निर्धारित समय सीमा के अंदर एवं बैंक द्वारा ऐसी कटौती किए जाने से पूर्व, प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।

The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.

5. एएससी के तहत निर्धारित कार्य और शर्तों का दायरा करार और ठेकेदार द्वारा सहमत और जमा निविदा दस्तावेज़ के खंड संख्या III, IV एवं V के अनुसार होगा, जिसको कार्य निष्पादित करते समय ठेकेदार द्वारा कड़ाई से पालन किया जायेगा।

The scope of work and conditions prescribed under the ASC shall be as per Section No. III, IV & V of the Tender agreed by the Contractor. The Contractor shall strictly abide by the same while executing the work and the same shall form an integral part of the entire ASC.



6. संविदाकार द्वारा नियुक्त व्यक्तियों के कृत्यों/गलतियों के कारण या संविदाकार के कृत्यों/गलतियों के कारण बैंक को हुए किसी नुकसान/हानि की भरपाई संविदाकार द्वारा की जाएगी।

The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.

7. यह संविदा **01 जनवरी 2024 से 31 दिसंबर 2024** तक के लिए वैध है और इस संविदा के किसी भी शर्तों के उल्लंघन या संविदाकार की सेवा से संतुष्ट नहीं होने पर बैंक के पास **एक महीने का अग्रिम नोटिस** देकर इस संविदा को समाप्त करने का अधिकार है और ऐसी स्थिति में संविदाकार किसी प्रकार की क्षतिपूर्ति/भरपाई के लिए हकदार नहीं होगा।

This contract is valid for a period from **January 01, 2024 to December 31, 2024** and the Bank is entitled to terminate the contract by giving **advance written notice of one month** in case of violation of any of the Terms of this Contract or in case Bank is not satisfied with the Service of Contractor in which case, the Contractor is not entitled for any Compensation/damages.

8. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक परिसर को खाली करेगा और बैंक से संबंधित सभी सामान/सामग्री/संपत्ति बैंक को वापस करेगा।

On termination of the Contract or on expiry of the Contract, the Contractor Shall Vacate the premises of the Bank and shall hand over or return all the articles/ Material/ property pertaining to the Bank.

9. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल नई दिल्ली में किए जाएंगे। भुगतान **मासिक** आधार पर बिल प्रस्तुत करने पर किया जाएगा। तथापि सेवाएं **दैनिक** आधार पर प्रदान की जाएगी।

All payment by the Bank under this contract will be made only at New Delhi. Payment shall be made on Monthly basis or as when submission of bills. However, services will have to be provided on Daily basis.

10. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद नई दिल्ली में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार नई दिल्ली में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

All disputes out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only courts in New Delhi shall have jurisdiction to determine the same.



11. यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान ठेकदार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपकरणों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्वलिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

12. उल्लिखित शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी और इससे संबंधित दोनों पार्टियां उक्त शर्तों का पालन करेंगी और अपने-अपने भाग को कथित शर्तों के अनुसार पूरा करेंगी।

The said conditions shall be read and construed, as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said



conditions and perform the agreement of their part respectively in the said conditions contained.

13. कि इस संविदा के विभिन्न भागों को संविदाकार ने पढ़ और पूरी तरह से समझ लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में उपर्युक्त लिखे गए दिन, माह और वर्ष को दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।

That the several parts of this contract have been read by the CONTRACTOR and fully understood by the CONTRACTOR, in witness whereof the CONTRACTOR has caused its seal (if any) to be affixed hereunto and The Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf the day, month and year first here above written.

14. संविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो 18 वर्ष से कम की आयु के हों।

The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

15. संविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/ कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक पर किसी भी प्रकार का दायित्व/जिम्मेदारी नहीं होगी।

All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers/employees.

16. संविदाकार द्वारा काम पर लगाए गए श्रमिकों के संबंध में अनुबंध श्रम विनियमन में उल्लिखित सभी विनियमनों का अनुपालन करेगा।

The Contractor shall in respect of labour employed by him comply with the Contract Labour Regulation in regard to all matters provided therein.

17. संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938, कर्मकार प्रति कर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इस से संबंधित अन्य कानून और समय-समय पर बनाए गए नियमों का पालन करेगा।

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation



Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Prevention of Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time.

18. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा
- i) कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान/ व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा
 - ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
 - iii) लागू पीएफ/श्रमकानूनों, ईएसआई, विनियमों आदिका अनुपालन न किए जाने के कारण उत्पन्न कोई दावा

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- i) Any claim arising out of third-party loss/damage to life or property caused by/ during execution of the work.
- ii) Any claim arising out of loss/damage to the work men engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

19. "महिलाओं का कार्यस्थल पर लैंगिक उत्पीड़न (निवारण, प्रतिषेध एवं प्रतितोष) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए ठेकेदार/एजेंसी जिम्मेदार होगी। बैंक परिसर में अपने कर्मचारियों के खिलाफ यौन उत्पीड़न की शिकायत के मामले में, शिकायत ठेकेदार /एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष की जाएगी और इस शिकायत के संबंध में ठेकेदार / एजेंसी द्वारा इस अधिनियम के तहत उचित कार्रवाई सुनिश्चित की जाएगी।

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 employee within the Premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

20. बैंक के किसी भी कर्मचारी के विरुद्ध ठेकेदार के किसी भी पीड़ित कर्मचारी के लैंगिक उत्पीड़न की शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।



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.

21. यदि इस मामले में ठेकेदार का कर्मचारी शामिल हो और ठेकेदार के कर्मचारी द्वारा किए गए लैंगिंग हिंसा साबित होती है तो ठेकेदार किसी भी वित्तीय मुआवजे के लिए जिम्मेदार होगा उदाहरणतः बैंक के कर्मचारी को कोई भी मौद्रिक राहत।

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

22. कार्यस्थल पर यौन उत्पीड़न की रोक थाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदा कार की होगी।

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

23. ठेकेदार अपने कर्मचारियों को कार्यस्थल पर लैंगिंग उत्पीड़न की रोकथाम और संबंधित मुद्दों पर शिक्षित करने के लिए जिम्मेदार होगा।

The contractor shall keep a complete and updated list of its employees who are deployed within the Bank's premises which shall be readily available when called for by the Bank.

24. अप्रत्याशित घटना संबंधी शर्तें (क्रारनामा अवधि के दौरान लागू और व्यापक वार्षिक रखरखाव अनुबंध (सीएससी) के लिए लागू)

यदि विफलता कोई अप्रत्याशित परिस्थितियों के कारण या ऐसी विफलता को रोकने के लिए सर्वोत्तम प्रयासों को पूरा करने के बावजूद भी चूककर्ता पार्टी के नियंत्रण से परे होने के कारण हुई हो और ऐसी विफलता में दैवीय कार्य, युद्ध, दंगे, प्रतिबंध, हमले, लॉकआउट, किसी भी सरकारी प्राधिकारी द्वारा की गई कार्रवाई, कानून के तहत लाइसेंस प्राप्त/अस्वीकार करने में देरी, आगजनी अथवा बाढ़ शामिल हो सकते हैं (लेकिन केवल इन तक सीमित नहीं है), की स्थिति में अपने उत्तर दायित्व को पूरा न कर पाने के लिए कोई भी पार्टी उत्तरदायी नहीं होगी।

Force Majeure conditions (applicable during the currency of the contract period)



Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to cause beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the statutes, fire or floods.

हस्ताक्षर खण्ड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री /Shri (नाम और पदनाम)/(Name and designation)

.....की उपस्थिति में/ in the presence of

(1)

.....
(नाम और पदनाम)
(Name & Designation)
भारतीय रिज़र्व बैंक, नई दिल्ली कार्यालय
Reserve Bank of India, New Delhi

(साक्षी/witness)

(2)

.....
(नाम और पदनाम)
(Name & Designation)
भारतीय रिज़र्व बैंक, नई दिल्ली कार्यालय
Reserve Bank of India, New Delhi

(साक्षी/witness)



इनके द्वारा हस्ताक्षर और सुपुर्द किया गया यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो
SIGNED AND DELIVERED BY सभी साझेदारों द्वारा या उन सभी की ओर से
हस्ताक्षरित किया जाना चाहिए

----- If the party is a partnership firm or an
Individual should be signed by all or on
behalf of all the Partners. की उपस्थिति में
In the presence of:

(1)

पता/Address: -----

(साक्षी/Witness)

(2)

पता/Address: -----

(साक्षी/Witness)

Note:

बैंक, ठेकेदार के साथ करार से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है ।
Bank reserves the right to modify the contents of the Articles of the Agreement before the
agreement is entered with the contractor.



Annexure-H

Proforma of Bank Guarantee for Security Deposit / PBG

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

No. _____ Date _____

To:

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

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____
(INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Engaging Fire Service Agency at Main Office Building, RBI, New Delhi and at RBI Colony, Hauz Khas, New Delhi** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :



1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the



terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way



of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.



SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____



Annexure-I

**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY
DEPOSIT/ BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Dear Sir,

Name of Work:

Ref.: NIT/Advt. No.

date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders the captioned work (hereinafter called "the aid



tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitations of tenderer that the tender shall furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) in connection with its **"Engaging Fire Service Agency at Main Office Building, RBI, New Delhi and at RBI Colony, Hauz Khas, New Delhi"** 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 have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBI, pay without demur to the RBI, a sum of 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 for the **"Engaging Fire Service Agency at Main Office Building, RBI, New Delhi and at RBI Colony, Hauz Khas, New Delhi"**, 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 conform 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 of 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 grating 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 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 up to _____ (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 this 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.

Authorized 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 - J

Illustration for calculation of Minimum wages for Part-II of the Tender

Minimum wages for semi-skilled Fire Man are Rs.816/- per day per person and for Skilled Supervisor Rs. 897/- per day per person as per latest Central government notification no. (F1/8(1)/2023-LS-II dated September 26, 2023). Monthly wages will be quoted strictly as per the minimum wages referred above.

Services shall be provided as per the requirements mentioned in the tender document and complying with all statutory requirements.

Amount calculation is as under-

S.No	Items	Fire Man (Semi-Skilled)	Fire Supervisor (Skilled)
1	Minimum wages (Basic + DA) for 26 days	21,632	23,790
2	Contractor's Contribution for Employee State Insurance (ESIC) @ 3.25% of (A) = (C) (only for wages upto ₹21,000)	NA	NA
3	Contractor's Contribution for PF @ 12% on Rs. 15000/- (12% EPF charges)	1,800	1,800
4	Leave @ 6.73% as per govt notification- 18 days PI and 12 days CL	1,455.83	1601.07
5	Relieving Charge(1/6 th)	3,905.33	4265
6	Sub Total	28,793.17	31456.07
7	No of persons	7	3
8	Total amount for all employees	2,01,552.17 (28,968 x 7)	94,368.20 (31,631 x 3)
9	Total Wages for all Employees	2,95,920.37	
10	GST @ 18%		53,265.66



Reserve Bank of India
Estate Department, 6, Sansad Marg, New Delhi

11	Grand Total (per month)		3,49,186.03
		Say	3,49,187

Note: Minimum wages rates taken are as per latest Central Government notification No. 1/8(1)/2023-LS-II dated September 26, 2023, applicable w.e.f October 01, 2023.



Part - II

Financial / Price Bid

Time and Date of Opening of Part-II: Price Bid	To be notified later
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Format II (Price Details)

Engaging Fire Service Agency in Main Office Building, RBI, New Delhi and Officers' RBI Colony at Hauz Khas, New Delhi

Note:

Sr. No.	Description of Item (s)	Qty	Unit	Rate (in Rs)	Amount (in Rs)
1.	Total Lumpsum Bid Amount (inclusive of GST) to be quoted here which will include the following: A. Total Monthly wages for deputing 07 Nos. Fire Men (Semi- skilled) and 03 Nos. Fire Supervisors (Skilled) as per <u>Annex-H</u> of the tender document. B. Total Monthly Service Charges (inclusive of GST) including contractor's profit, insurance cost, uniform, washing charges, fluroscent jacket, leather shoes, lanyard, baton, torch etc. along with any other statutory dues payable by contractor.	1	Monthly		

- No charges other than the total bid amount quoted above will be paid by the bank.
- The quoted amount should be inclusive of all GST/ any charges/ duties imposed by Central or State Govt. and all statutory dues payable by the bidder to government authorities.
- The total bid amount shall be quoted for one month only.
- Total Monthly Minimum Wages for deputing 07 Nos. Fire Men (Semi- skilled) and 03 Nos. Fire Supervisor (Skilled) shall be as per [Annex-H](#) of the tender document. As per Gol notification dated September 26, 2023, the present minimum wages for 07 Nos. Fire Men (Semi- skilled) and 03 Nos. Fire Supervisor (Skilled) works out to be ₹ 3,49,187/- (inclusive of GST).



-
- v. The revision of the Minimum Wages shall be done by the Bank every six months in accordance with the basic minimum wage rate revised by GOI.
 - vi. **Any bid equal to or below the minimum wages i.e. 3,49,187/- per month will be rejected.** In other words, the Monthly Service Charge component of Price Bid (excluding Monthly Minimum Wages Component) cannot be zero or negative.
 - vii. Total Bid price should be quoted up to two places of decimal.