



Reserve Bank of India, Bhopal

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

Name of the Bidder:

Complete Address:

Landline/Mobile No:

DISCLAIMER

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

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

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



Reserve Bank of India, Bhopal

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

The Regional Director, Reserve Bank of India, Hoshangabad Road, Bhopal invites competitive e-tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal.

The tendering would be done through the e-tendering portal of MSTC Ltd. (<https://mstcecommerce.com/eprochome/rbi>). All interested Bidders may register themselves with MSTC through the above referred website to be able to participate in the tendering process

Schedule of e-tender is given below:

Name of Department	Protocol and Security Cell
Mode of Procurement	e-procurement system Online Part I - Technical Bid and Part II – Financial Bid through (www.mstcecommerce.com/eprochome/rbi)
NIT No.	RBI/Bhopal/HRMD/40/20-21/ET/454
Name of Work	Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal
Total Estimated Cost	₹ 29,38,680.00/- (Rupees Twenty-Nine Lakh Thirty-Eight Thousand Six Hundred Eighty Only) excluding GST
Earnest Money Deposit (EMD)	₹ 58,774.00/- (Rupees Fifty-Eight Thousand Seven Hundred Seventy-Four Only) through NEFT/BG/DD in favour of Reserve Bank of India, Bhopal. Details for NEFT Beneficiary Name: RBI <space> Your Firm's name Beneficiary A/c No: 186003001 IFSC -- RBIS0BLPA01.

Date of Notice Inviting Tender (NIT) available for parties to download	1100 hrs of January 21, 2021
Pre- Bid meeting Date	1500 hrs at February 16, 2021 (Offline, Mandatory to attend)
Last date of submission of Earnest Money Deposit (EMD).	1400 hrs of March 02, 2021
Date for Starting of e-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II) at https://mstcecommerce.com/eprochome/rbi	1100 hrs of February 18, 2021
Date of Closing of E-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II)	1400 hrs of March 02, 2021
Date and Time of opening of Technical Bid (Part-I) Date and Time of opening of Financial Bid (Part-II)	1500 hrs of March 02, 2021 Date and Time for opening of Financial Bid (Part-II) will be communicated separately.
Transaction Fees	Rs. 1,470/- plus GST @18% Transaction Fees To be paid through MSTC payment Gateway / NEFT / RTGS in favour of MSTC Limited

Important Instructions Regarding E-tender

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

You are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting your online tender.

A) Registration:

The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid 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 computer connected with Internet. MSTC/RBI, Bhopal is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

NOTE: The Technical Bid and Financial Bid have to be submitted online only at http://www.mstcecommerce.com/eprchome/rbi/buyer_login.jsp

1) Vendors are required to register themselves online with www.mstcecommerce.com → e- Procurement→PSU / Govt.Depts→ RBI. Register as Vendor by filling up details and creating own user id and password→ Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

3) In case of any clarification, please contact MSTC/RBI, Bhopal, (before the scheduled time of the e- tender).

Contact Person (MSTC Ltd.)

Mr. Shishupal

8826562675

Email-

mstcbhopal@mstcindia.co.in

Phone -0755-2552241, 2570664

Contact person (RBI, Bhopal):

Capt. Sachindra Rai, AGM- sachindrarai@rbi.org.in

Flt. Lt. Girdhari Lal, Manager- girdharilal@rbi.org.in

Major Nitin Shinde, AM – nkshinde@rbi.org.in

Sagar Pandita, AM- sagarpandita@rbi.org.in

B) System Requirements:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.
 - To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.
 - Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.
- To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)
- For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprhome

C) Process of E-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.
2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.
3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

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

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

4. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email-id. Provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. Bidding in E-tender:

- a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fees is non- refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Financial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → e- procurement →PSU/Govt. depts→ Login under RBI → My menu → Auction Floor Manager→ live event →Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.
- f) Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

7. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8. No deviation from the technical and financial terms & conditions are allowed.
9. The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprhome to familiarize with the system before bidding.

Part I – Technical Bid

Form of Tender

To
The Regional Director,
Reserve Bank of India,
Hoshangabad Road,
Bhopal- 462011

Dear Sir/Madam,

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to take up the services of Fire Staff (06 Firemen and 03 Fire Supervisors) at the rates mentioned in the financial bid and are in accordance with various conditions laid down in the tender document.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the prescribed terms and conditions so far as they may be applicable or in default thereof to forfeit and pay to Reserve Bank of India the amount specified in the said conditions.

I/We also agree that the tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/We also agree to provide an Earnest Money Deposit (EMD) towards security deposit, valid for the entire period of validity of the tender.

I/We understand that Reserve Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

Dated thisday of2021

For and on behalf of

(Signature with seal)

Name-

Designation-

Place-
Date-
Address-

(Certified true copy of the Power of Attorney of the above signatory should be attached).

Witnesses-

(1) Signature:

Name:

Address:

Date:

(2) Signature:

Name:

Address:

Date:



Reserve Bank of India, Bhopal

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

Event No. RBI/Bhopal/HRMD/40/20-21/ET/454

Reserve Bank of India, Bhopal (hereinafter called “the Bank”), invites E-Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

The contract shall be for a period of 01 Year (April 01, 2021 to March 31, 2022) and extendable Yearly for a period of maximum 02 years on a mutually agreed rate subject to mutual consent of both the parties and based on the performance of the service provider.

The bidders should submit their proposal electronically on MSTC portal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects. Bidders shall submit e-tender proposal along with refundable EMD of **₹ 58,774/- (Rupees Fifty Eight Thousand Seven Hundred Seventy Four only)**, complete in all respect as per the prescribed format.

The Part-I (Technical Bid) will be opened electronically on **March 02, 2021 at 03:00 pm**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

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

Regional Director
RBI, Bhopal

1. **SHIFTS PER DAY:** -

Place of Posting	Posting Requirements in a day	Total Firemen and Fire Supervisors
Main Office Premises, RBI, Bhopal	02 Firemen and 01 Fire Supervisor in each Shift every day. Total 03 Shifts in a day	02+02+02 = 06 Firemen & 01+01+01 = 03 Fire Supervisors

The duty timings will be as under:

Morning Shift	06:00 hours to 14:00 hours
Afternoon Shift	14:00 hours to 22:00 hours
Night shift	22:00 hours to 06:00 hours

2. The bidders should meet the general eligibility criteria and specific pre-qualification criteria as per [Annex-A](#).

3. The tenders are invited under two bid system **Part-I “Technical Bid”** must be accompanied by the following:

- i) EMD Can be submitted DD, NEFT and Bank Guarantee Only. Intending tenderer has to deposit a sum of ₹ **58,774.00** /- (**Rupees Fifty-Eight Thousand Seven Hundred Seventy Four only**) as Earnest Money Deposit with the Reserve Bank of India, P&S Cell, Bhopal-462011 by depositing DD or bank guarantee of said amount personally with Capt. Sachindra Rai -AGM (P&S) on or before 1400 hrs on March 02, 2021.

OR

Earnest Money Deposit (EMD) shall be deposited through NEFT in favour of Reserve Bank of India, Bhopal in the A/c 186003001 & IFSC – RBIS0BLPA01 (5th and 10th being zero) on or before the date given in NIT.

- ii) Declaration as per **Format-I (Upload on MSTC Portal)**

- iii) Details of Bankers as per **Format-II (Upload on MSTC Portal)**

- iv) Solvency Certificate as per **Format-III (Upload on MSTC Portal)**
- v) Bankers Certificate as per **Format-IV (Upload on MSTC Portal)**
- vi) Client's Report as per **Format-V (Upload on MSTC Portal)**
- vii) Documentary evidence in support of the requirements prescribed under pre-qualification criteria [Annex-A](#) **must be uploaded on the MSTC Portal**

The EMD will be returned to the bidder if his/their tender is not accepted by the Bank, but without interest. The EMD of the successful bidder shall be returned on production of Performance Bank Guarantee. No interest shall be paid on this deposit. The Performance Bank Guarantee shall stand forfeited if the bidder modifies his offer or the terms and conditions thereof or fails to comply with any of the conditions of the contract and against any possible damage or loss caused to the property/equipment supplied to the personnel by the Reserve Bank of India, Bhopal.

- 4. **Technical Bid** shall be submitted online on the letter head of the bidder as per the enclosed format [Annex-A](#)
- 5. The Bank reserves the right to accept or reject any or all tender parts without assigning any reasons whatsoever and his decision shall be final and binding on all the parties.
- 6. **Part-II will be opened only if the Bank is satisfied with the Technical Bid (Part-I)**, which will be opened first. The Financial Bid shall be accompanied with a declaration on the letter head of the bidder as per **Format-I**.
- 7. After selection and before commencement of work, the successful bidder shall execute (at his/her own expense) an agreement on a stamp paper of prescribed value with the Bank. The bidder shall also submit a Performance Bank Guarantee in favour of the Bank as a security deposit. The amount under the Performance Bank Guarantee shall be for an amount equal to 5% of the contract value. The Claim period of the Performance Bank Guarantee shall be at least 06 months beyond the date of expiry of the Bank Guarantee. No interest will be paid by the Bank on the Performance Bank Guarantee deposited. Further, RBI reserves the right to recover any part or the entire amount of the Performance Bank Guarantee in case of any loss, theft, damage, non-payment of salary etc. The decision of RBI in respect of such losses shall be final and binding.

8. The financial bid submitted by those bidders, who are, found to be eligible after a scrutiny of their technical bids, shall be opened by the Bank electronically on MSTC portal in the presence of the bidder or his/their representative, should they choose to be present.
9. All the documents submitted should be duly certified by competent authority and shall be uploaded on the MSTC website.
10. 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
11. The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee for the prescribed value or fails to execute the agreement within specified period
12. The tenders which are not in consonance with the salary structure as prescribed in the tender document may be treated as invalid.
13. 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.
 - a The Bank will communicate to the successful bidder through letter transmitted by Registered post/ Speed post/By Hand/E-mail that his bid has been accepted. (Hereinafter and in the condition of contract called the “Letter of Award”).
 - b The successful bidder will be required to execute an agreement within a period of two weeks from the date of issue of Letter of Award. If the selected Agency fails to sign the formal agreement within two weeks of award of contract or fails to commence the work on due date, the letter awarding the work shall be treated as cancelled and EMD made by it shall be forfeited, the bidder shall also be liable to risk and cost. Further, the Bank reserves the right to debar such persons from participating in any tender/undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give seven days show cause notice (SCN) to the person and consider any reply submitted to the SCN before finally deciding on debarring the person. The decision of the Bank shall be final in this regard.

- c The Contract shall come into full force and effect on the date of issue of the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- d The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the tender bid evaluation process.
- e Before submitting the tender, the bidder may go through the general terms and conditions, scope of work on which the work will be awarded by the Bank and required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- f Failure of the successful bidder to comply with the requirements of any of the clause shall constitute sufficient grounds for the annulment of the award and revoke Bank Guarantee submitted.
- g The Bank reserves the right to accept or reject any or all tender bids without assigning any reason what so ever and the decision will be binding on all the parties.

Regional Director
RBI, Bhopal

Articles of Agreement

ARTICLES OF AGREEMENT madeday of....., 2021 between the Reserve Bank of India (hereafter called “the Bank”) having its office at Hoshangabad Road, Bhopal - 462011 on the one part and M/s (Thereinafter called “the Contractor”) on the other part.

WHEREAS the Bank is desirous of entering into **contract for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal**

AND WHEREAS the Contractor has agreed to execute the work subject to the Conditions set forth herein and to the Conditions of contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works described in the said Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as ‘the said Contract Amount’)

NOW IT IS AGREED AS FOLLOWS:

1. This agreement shall come into effect from **01.04.2021** and will remain in force up to **31.03.2022** or unless it is terminated as per the terms herein after contained.
2. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said Conditions execute and complete the work as per Specifications.
3. The Bank shall pay the Contractor, the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions subject to deduction of taxes as applicable of law.
4. In the said conditions hereinbefore mentioned, the Assistant General Manager in charge of the Protocol And Security Cell shall act on behalf of the Bank.
5. The said Conditions shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

6. The agreement and documents mentioned herein shall form the basis of this Contract.
7. The Contractor shall make good any damages done to the Bank's property after completion of such work.
8. The Bank reserve to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Terms of payment: All payments by the Bank under this Contract shall be made only at Reserve Bank of India, Bhopal. Payment shall be made on **Monthly** basis on submission of bills and necessary documents like copy of EPF, ESI deposit slip etc. However, services will have to be provided on **daily** basis as per the contract.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhopal and only Courts in Bhopal shall have jurisdiction to determine the same.
11. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act-2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal Complaints Committee constituted by the contractor and contractor shall ensure appropriate action under the said Act in respect to the complaint.

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

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident 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 work place and related issues.

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

13. 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 the times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall 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 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.

14. The Contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the contractor.

15. The following letters are the part of agreement:

a) P&S Cell (Bhopal) No. _____ dated _____

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.		If the contractor is a partnership or an individual.
IN WITNESS WHEREOF the Employer has set		If the contractor is a company.

its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause:

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

(Name and designation)

In the presence of

(1) Shri _____

(Name & Designation)

PROTOCOL AND SECURITY Cell
Reserve Bank of India, Bhopal

(2) Shri. _____

(Name & Designation)

PROTOCOL AND SECURITY Cell
Reserve Bank of India, Bhopal

SIGNED AND DELIVERED

an

or on

In the presence of:

(1) Shri. _____

(Witness)

(2) Shri. _____

(Witness)

If the party is a partnership firm or
Individual should be signed by all
behalf of all the Partners.

THE COMMON SEAL OF
Was hereunto affixed pursuant to the
resolutions passed by its Board of
Directors at the meeting held on
_____ in the
presence of

- 1) _____
- 2) _____

Directors who have signed these
presents in token thereof

If the Contractor signs under its
common seal, the signature clause
should tally with the sealing clause
in the Articles of Association.

In the presence of
(1) _____
(2) _____

SIGNED AND DELIVERED BY the
Contractor by the hand of Shri
_____ and duly constituted attorney.

If the Contractor is signing by hand
of power of Attorney, whether a
company or individual.

Annex-A (Pre-Qualification Criteria)

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

Sr. No.	Requirements	Specify particulars
1.	Should have been in the relevant business for the last 5 years as on November 30, 2020.	
2.	Should have a minimum turnover of ₹ 29,38,680.00 (Rupees Twenty Nine Lakh Thirty Eight Thousand Six Hundred Eighty Only) from the provision of providing Fire Staff services (Fire Staff and Fire Supervisor) during the last 3 financial years ended March 31, 2020 (2017-18, 2018-19 and 2019-20). Submit duly Audited Financial Statements by a practicing-chartered accountant.	
3.	Submit Income Tax Return (ITR) for the last 3 financial years (2017-18, 2018-19 and 2019-20) and PAN. ITR shall be duly audited by a practicing-chartered accountant.	
4.	Should submit Audited Balance Sheets and Profit & Loss Accounts of the last three financial years (2017-18, 2018-19 and 2019-20), certified by a practising chartered accountant.	
5.	Submit Proof of Registration(Proprietor/Firm/Company)	
6.	Complete Profile along with the profile of Director(s)/ particulars of proprietor/ partners	
7.	Give Details of Annual Contracts during last 05 years as on November 30, 2020 a) Three *similar completed contracts each costing not less than the amount equal to 40% of the estimated cost i.e., for ₹ 11.75 lakhs each or b) Two *similar completed contracts each costing not less than the amount equal to 50% of the estimated cost i.e., for ₹ 14.69 lakhs each or c) One *similar contract costing not less than the amount equal to 80% of the estimated cost i.e. for ₹ 23.51 Lakh	
8.	Should Submit Recent Solvency Certificate for an amount equal to estimated cost. (On Bank's Letter Head) (Format-III)	

9.	Should have their own Establishment/Set up/ Mechanism for training of Fire Staff	
10.	Submit Certificate from Employees State Insurance Corporation (ESI),	
11.	Submit Certificate under Employee Provident Fund & Miscellaneous Provisions Act	
12.	Should have been registered with appropriate authority for GST. Submit Certificate.	
13.	Should have valid labour license under contract labour Act or any other Acts/rules (self-attested copy to be submitted)	
14.	Should have experience of working with Public Sector Units, MNCs or other reputed firms	
15.	The Agency should mandatorily have an office (Registered/ corporate/ branch/ regional/ Zonal) in Madhya Pradesh. Documentary proof to be submitted	
16.	There shall not be any case pending with the police or in a court of law against the bidder or any of its personnel to be deployed in RBI.	
17.	The bidder should not have been blacklisted by any entity in India or abroad	

Signature:

Name and Seal:

Date:

*similar works means – Providing Fire Staff (Firemen/Fire Supervisors etc) services.

Annex- B

Terms and Conditions:

1. **Pre-Bid Meeting:** All intending bidders are required to attend the pre-bid meeting. Meeting shall be held **offline**. Tenderer who failed to attend pre-bid meeting, their E-tender shall be rejected without assigning any reason. Attendance in pre-bid meeting is compulsory to all intending bidders.
2. That the personnel deployed by the bidder to render the requisite services shall be employees of the bidder for all intents and purposes. The personnel so deployed shall remain under the control and supervision of the bidder. All wages, claims, remuneration, dues payable to the said personnel shall be borne by the bidder alone. The Bank shall have no liability to pay these dues, claims or remuneration. In no event, shall a employer and employee relationship accrue/arise implicitly or explicitly between the Bank and the said personnel of the bidder. It shall be the responsibility of the bidder to ensure that no liability falls on the Bank in respect of the personnel deployed by the bidder.
3. That on taking over the responsibility of work assigned, the bidder shall formulate the mechanism for due assignment of work to its personnel in consultation with the Bank. Subsequently, the bidder shall review the work assigned from time to time and advise the Bank on further streamlining of their system. The bidder shall further be bound by and carry out the directions/instructions given to him by the Bank in this respect from time to time.
4. That the Bank shall be at liberty to carry out surprise check on the persons, as deployed by the bidder to ensure that persons are performing their duty satisfactorily as per requirements.
5. That where the performance of the persons so deployed by the bidder is not up to the mark or there is a commission of misconduct or disorderly conduct, the bidder shall upon the Bank's reporting and instructions, immediately withdraw and/or take suitable action against such persons.
6. That for performing the assigned work, the bidder shall deploy medically and physically fit persons who are honest and competent. The bidder shall ensure that the deployed persons are punctual, disciplined and vigilant in performance of their duties. Persons so deployed in the Bank shall be from amongst properly trained Firemen and Fire supervisors and must be conversant in **Hindi**. Firemen Should Preferably below 40 years of age and Fire Supervisors below 60 years of age. In no circumstance shall Fire staff deployed be below 18 years of age.
7. Bidder shall provide the services of 02 Fire men and 01 Fire Supervisor in each shift, there will be total of three shifts per day of eight hours each. Fireman and Fire Supervisor deployed will be providing fire safety, manning the fire console rooms, holding and maintaining fire safety equipment like fire alarm, hydrants, wet/dry riser system, fire extinguishers, training of general staff, liaison with local fire brigade. At any given point of time one team of (two Fire men and a Fire Supervisor) shall be on duty. The contractor shall make substitute arrangements in the event of absence of any of the fire staff supplied by him within half an hour from the commencement of shift.
8. Fire Staff should have following minimum pre-qualification criteria:
 - a) Firemen should have undergone basic course in firefighting from a Government recognised institution (**Submit documents**)

- b) Fire Supervisor should in addition of above also have adequate experience and qualifications in firefighting. **(Submit relevant document)**
- c) Fire staff to be rotated/shifted only with prior approval of the Security officer

9. That the bidder shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him to the Bank. The bidder shall issue identity cards bearing their photographs to its personnel deployed in the Bank. Such employees shall always display their identity cards while on duty.

10. That the bidder shall be liable for payment of wages and all other dues which its personnel are entitled to receive under the various labour laws and other statutory provisions, directly into the account of the individual and submit a copy of bank statement reflecting such transactions along with the monthly bill. Bank can also call for passbook/mini statements/account statements of staff deployed for verification of credit of monthly salary.

11. The bidder shall pay salary to the Fire Staff before 7th day of every month and submit the documentary evidence of the payments made like bank statements or NEFT file duly stamped by the paying bank.

12. That the bidder shall at its own cost take necessary insurance cover in respect of the aforesaid services rendered to the Bank. The bidder shall comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Minimum Wages Act, 1948; and/or any other statues that may be applicable to them.

13. That the bidder shall be solely responsible for violation of any provision of the labour laws or any other statutory provisions and shall further keep the Bank indemnified against all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out of non-compliance of the aforesaid statutory provisions. In the event of the bidder's failure to fulfil any of the obligations under the applicable laws, the Bank shall be entitled to recover losses or expenses as may have been incurred because of any consequential claims, demand, loss or injury, from the bidder's monthly payment and/or the security deposit.

14. That the bidder shall make the payment of wages, etc. to the Fire men and Fire Supervisors so deployed through electronic fund transfer i.e. NEFT/RTGS directly to their bank accounts. This obligation is imposed on the bidder to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws with regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

15. The bidder shall be fully responsible to adhere to the recent wage notification as stipulated by Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi- **Watch and Ward (Without Arms) - for Firemen and Watch and Ward (With Arms) – for Fire**

Supervisors under Area-B. During the period of the contract the Bank shall consider revision of wages, if any, on the recommendation of Ministry of Labour and Employment, Office of Chief Labour Commissioner (C). **However, Percentage of Service Charge (Contractor Profit) Quoted shall remain fixed during the period of the contract. Bhopal is presently placed in Area-B**

16. The bidder 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 the Bank

17. The Bank will impose a penalty of Rs.1, 000/- per day per person if Fireman or Fire supervisor deployed by the bidder is found absent from the post or sleeping while on duty or any other negligence.

18. The bidder shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Bank and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Bhopal and/or its residential colonies either explicitly or implicitly.

19. The Security Money Deposit or Performance Bank Guarantee deposited by the bidder shall be liable to be forfeited in the event of unsatisfactory performance of the Bidder and/or loss/damage if any sustained by the Bank because of the failure or negligence of the bidder's personnel.

20. The bidder shall further keep the Reserve Bank of India, Bhopal indemnified against any loss to the Reserve Bank of India, Bhopal property and assets. The Reserve Bank of India, Bhopal shall have further right to adjust and/or deduct any of the amounts, as aforesaid, from the payments due to the bidder under this contract.

21. That the bidder shall ensure that the personnel are always in proper uniform with name badges. The bidder shall provide two pairs of uniform to the personnel deployed this shall include whistle, Jersey for winter, Rain coat/umbrella for rainy season, loaded torches and baton at all the posts and the Bank shall have no liability whatsoever on this account. The uniform shall be approved by the Bank.

22. The bidder shall get the antecedents of his personnel verified through Police authorities and the verification reports shall be made available to the Bank prior to their deployment.

23. The bidder shall execute an agreement on a stamp paper of required value for due performance of the contract before starting of the work.

24. Firemen and Fire Supervisors provided by the bidder shall be adequately trained in security measures including first Aid, firefighting, emergency responses and any other disaster management skills.

25. The bidder shall report to the Bank and must comply with the instructions issued by the Bank from time to time.
26. In case of an incident of any nature in the Bank's premises, the bidder/ Fire staff team is required to give statements in the police station/ court of law, the same shall be a binding on the bidder/ Fire staff.
27. The bidder shall raise monthly invoice latest by 10th of every month. The Bank will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the bidder.
28. No lodging and boarding will be provided to the Fire Staff by the Bank.
29. The Bank reserves the right to increase or decrease the number of Firemen/Fire Supervisors as per the requirement
30. Vendor at its **cost** shall provide mobile phone to the Fire Supervisors on duty. Mobile Phones must have sufficient balance.

Broad Scope of Work and Guidelines to be followed by the contractor/Fire Staff

- Man, the Fire Control Room round the clock.
- Check all fire equipment for serviceability at laid down periodicity.
- Supervise the work done under the AMC of all firefighting equipment.
- Conduct periodic training of staff on fire fighting.
- Fight the fire at the incipient stage and assist the fire brigade as and when they arrive
- Conduct regular firefighting drills.
- Assist in fire audit as and when carried out.
- Function under the Security Officer of the Bank on all aspects of work and administration
- Regular inspection of entire premises for identifying fire hazards and removing / taking steps to protect against fire and building code violations.

- Check all escape routes and fire lanes daily and ensure they are free of obstacles.
- Ensures that the reserve water tank of Hydrant system is full always and operate the water pump system installed in the Bank premises.
- Assist in search and rescue & salvage operation in case of an incident.
- Maintain knowledge of the latest fire-fighting equipment and techniques and to remain aware of current developments in fire services.
- Bidder shall ensure that the Fire Staff engaged on Bank's premises should abide by all the instructions as and when given by the Security Officer/s or any other officer designated by the Regional Director.
- Bidder shall be solely responsible for all the firefighting arrangement in respect of the said premises.
- Fire Staff shall obtain necessary instructions for day to day work from the Security Officer of the Bank.
- Fire Staff shall perform duties according to the detailed Standard Operating Procedures and Fire Orders prepared by the Security Officer of the Bank.
- You shall ensure that, the staff employed by them attends to their duties properly.
- Fire Staff will be governed by the Bank's system to monitor their attendance.
- Effective and close liaison with local fire brigade establishments and daily check of Fire Hotline to the Fire Brigade.
- Fire men may also be required to visit Bank residential premises (which is 3 km from the Bank premises) on regular basis for fire equipment maintenance and trainings.

- Fire Staff should check the reading of the device indicating temperature of the server room

The above list is only an illustrative list and not an exhaustive one. The detailed duty of Fire Staff will be provided at the time of deployment.

31. That all precautions shall be taken by the Bidder towards the safety of fire staff deployed at the Reserve Bank of India, Bhopal and it will be the sole responsibility of the Bidder towards any untoward incident i.e. compensation etc., to its employees. Bidder shall be solely responsible for entire risk coverage of Firemen/Fire Supervisors for the duration of their services in RBI.

32. Insurance Clause-

The contractor shall take insurance at his cost to cover following risk in the joint names of the Bank-

All Risk Policy to the total amount of work.

Third party liability for Rs. 2, 00, 00/- per accident, maximum of 5 accidents during execution of work.

Workmen compensation policy for the employees of the contractor at site.

He shall ensure that the insurance cover is kept alive during the tenure of this agreement. Contractor shall submit original copy of insurance cover (valid for entire contract period) to Bank.

Termination of contract by the Employer

If the Contractor being an individual or a firm commits any "Act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

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

Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

Or if the Employer shall certify in writing that the Contractor,

- i) Has abandoned the Contract, or
- ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or
- iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, **or**
- iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- v) Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Termination of Contracts by Contractor

If the payment of the amount payable by the Employer under Certificate of the Bank's Security Officer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Bank's Security Officer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said case the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer,

payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed.

Settlement of disputes through arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect of any of the excepted matter shall be final and without appeal. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written to the other party requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matter, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose.

In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or empire.

The Arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the expected matters, referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceeding the parties mutually settle or compromise their dispute or difference, on the arbitrators the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and whom and in what manner the same shall be borne and paid.

Sexual Harassment of Women at Work Place

The Contractor / Agency shall comply 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.

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 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 work place and related issues.

Non-disclosure Clause:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments 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 strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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.

I/We hereby declare that I/We have read and understood the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us.

Date: _____

Signature, name and seal of the Tenderer

Place: _____

(On your letter head)

(Format- I)

The Regional Director,
Reserve Bank of India,
Hoshangabad Road,
Bhopal- 462011

Dear Sir,

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

- 1) I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 2) This is to certify that I/ We before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake to abide by the said terms and conditions.
- 3) I/We will abide by all the prescribed provisions on payment of wages as prescribed by the Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi – (Basic Wages+ Variable Dearness Allowance) to **Fire Men** will be as per the category of **Watch and Ward (Without Arms)** and (Basic Wages+ Variable Dearness Allowance) to **Fire Supervisors** will be as per the category of **Watch and Ward (With Arms), under Area-B** and other applicable laws like Provident Fund Act, ESI Act, and Relieving Charges thereof and any other charges applicable from time to time. I/We shall be fully responsible for violation of the applicable laws.
- 4) I/We shall provide Fire Staff services by deploying requisite number of Firemen and Fire Supervisor as and when required by the Bank.
- 5) I/We do hereby undertake that security of the Bank's Main Office Premises shall be ensured by me/us.
- 6) The Earnest Money Deposit (EMD) for an amount of **₹ 58,774/- (Rupees Fifty Eight Thousand Seven Hundred Seventy Four only)** shall be deposited with the Reserve Bank of India, Bhopal.
- 7) In case, I/We are awarded the contract, I/We am/are agreeable to furnish a Performance Bank Guarantee for an amount equal to 5% of the contract value. Should we fail to execute

the contract or violate the terms thereof we agree that Reserve Bank shall have the right to forfeit the guaranteed sum. Once the performance bank guarantee is submitted and the contract with the Bank is executed, the EMD shall be refunded by the Bank. The Bank shall not be liable to pay any interest on the EMD.

- 8) I/We also understand that Reserve Bank of India has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- 9) I/We undertake to bear any and all costs related to the preparation and/or submission of the proposal, regardless of whether the proposal is selected or not. The Bank shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

Signature:

Name and Seal:

Date:

Place:

(Format-II)

**Details of Banker/s
(to be given on applicants letter head)**

Details of our Banker/s are:

	Banker 1	Banker 2
Name of the Banker		
Name of the Branch and its complete postal address		
Name and Job- title of the Contract person along with his/her telephone Nos.(s) and Fax No(s)> etc.		
Type of Account and Account No., etc.		
Whether Credit facility/Overdraft facility enjoyed by the contractor		
The period from which the contractor has been banking with Banker		
Any other information which the contractor may like to furnish		

Authorized Signatory
(with name)

(Solvency Certificate)

(Format-III)

Form of Bankers Certificate from a Scheduled Bank (to be submitted by the contractor along with the tender)

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

(Signature)
For the Bank

Note:

1. Bankers Certificate 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.

(On Bank's Letter head)

(Format- IV)

- 1) Name of the company/firm/proprietorship:
- 2) Composition of the company/firm/proprietorship:
- 3) Name of the Proprietor/ Partners/ Directors of the company:
- 4) Name of the Banker:
- 5) Name of the Branch and complete postal address:
- 6) Name and job title of the contact person along with his/her Telephone No (s) and E-mail etc.:
- 7) Type of Account:
- 8) Account Number:
- 9) IFSC Code:
- 10) Turnover of the company/proprietorship/firm during the last 3 years (year wise):
- 11) Credit/Overdraft facility enjoyed by the company/proprietorship/firm:
- 12) The period from which the company/proprietorship/firm has been banking with the bank:
- 13) Any other remarks:
- 14) You may also kindly forward your opinion whether the above company/proprietorship/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹ **29.39 Lakh** per annum.

(Format-V)

Client's Report

(On Client's Letter Head)

Performance details of the bidder:

1	Work order/reference No. and Agreement Date	
2	Gross Value of the Contract (in Rupees)	
3	Date of commencement of Contract	
4	Whether the service was carried out as per agreement and the scope of the work entered with the bidder	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the bidder	
6	Comments on capabilities of the bidder	
a	Quality of Security provided by the bidder	Outstanding/Very Good/ good/Satisfactory/Poor
b	Technical proficiency/competence	Outstanding/Very Good/ good/Satisfactory/Poor
c	Integrity and reliability of the partners/proprietors of the bidder	Outstanding/Very Good/ good/Satisfactory/Poor
d	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ good/Satisfactory/Poor
e	Dealings in the execution of the work, adherence to schedule and time	Outstanding/Very Good/ good/Satisfactory/Poor
7	Did the bidder go for any arbitration?	
8	Any other information in your view which will help us in making our decision.	

Signature of the Reporting Officer*

(Office Seal)

Place:

Date:

* Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS must be submitted for proving the credentials/contract amount.

Experience Details

List of Similar Contracts entered by the applicant in last 05 Years (including orders on hand at present)

Sr. No.	Number of Fire Staff (Firemen and Fire Supervisor) deployed	Cost of deployment Per Year	Remarks

Signature

Name and Seal:

Performance Bank Guarantee

(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,
Bhopal

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 "**Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal**" as per their Tender dated and your 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 Rs. _____ (Rupees _____ 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 Rs. _____ (Rupees _____ 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 Rs. _____ (Rupees __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 unconcealed 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 Rs._____ (Rupees_____ 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 favor 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)

BRANCH MANAGER

(Banker's Seal)

Address _____

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director
Regional Bank of India
Hoshangabad Road, Bhopal
Bhopal- 462011

Dear Sir,

Name of Work: _____

Ref.: NIT/Advt. No. _____ date

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the „RBI“) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees only) as Earnest Money Deposit (EMD).

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer 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 under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any

demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

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

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

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

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

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



Reserve Bank of India, Bhopal

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) at RBI Office Premises in Bhopal

PART – II (FINANCIAL BID)

Name of the Bidder: _____

Complete Address: _____

Landline/Mobile No: _____

Indicative Financial Bid

The rates are to be filled by the bidder Online on the MSTC portal Only.

KINDLY DO NOT UPLOAD THIS DOCUMENT

Tender for providing Fire Staff Services (06 Firemen and 03 Fire Supervisors) Main Office Building of the Bank at Bhopal

S. No.	Components	Fireman	Fire Supervisor
1.	Charges for 01 day		
2.	Service Charges/Contractor Profit for one 01 day (% of Sr. No. 1)		
3.	Charges for 01 day (01 Fireman and 01 Fire Supervisor)		
4.	Charges for 01 Year (01 Fireman and 01 Fire Supervisor)		
5.	Total Charges for 01 Year (06 Firemen and 03 Fire Supervisors)		

(Quotations with respect to salaries to be paid to personnel must be in accordance with the wages as prescribed by the Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi- **Watch and Ward (Without Arms) for Firemen and Watch and Ward (With Arms) for Fire Supervisors File No. 1/20(6) / 2020-LS-ltr dated October 12, 2020.Bhopal is under Area-B.**

Also, please refer to the latest applicable rates for EPF, EDLI, ESI and Admin. Charges.

Service Charge shall include all profit, cost of equipment, insurance, cost of uniform, any other expenditure towards fulfilment of tender conditions etc. excluding GST. NIL Service Charge will not be accepted.

Service Charge to be Quoted as Percentage.

Service Charges shall be the main evaluation criteria subject to fulfilment of other terms and conditions.

Calculation Sheet for Reference

Sr. No.	Components	Fireman	Fire Supervisor
1.	Basic + VDA for 01 day	Rs. 707	Rs. 777
2.	EPF for 01 day (12% of Rs.15000)/26	Rs. 69.23	Rs. 69.23
3.	EDLI for 01 day (0.5% of Rs.15000)/26	Rs. 2.88	Rs. 2.88
4.	Admin. Charges for 01 day (0.5% of Rs.15000)/26	Rs. 2.88	Rs. 2.88
5.	ESI for 01 day (3.25% of Sr. No.1)	Rs. 22.98	Rs.25.25
6.	Charges for 01 day (01 Fireman and 01 Fire Supervisor)	804.97	877.24
7.	Service Charge/Contractor Profit (% of Sr No.6)	To be quoted by the bidder	To be quoted by the bidder
8.	Total Charges for 01 Day (01 Fireman and 01 Fire Supervisor) (Sr. No.6 + Sr. No.7)	(Sr. No.6 + Sr. No.7)	(Sr. No.6 + Sr. No.7)
9.	Total Charges for 01 Year (01 Fireman and 01 Fire Supervisor)	Sr. No.8 X 365	Sr. No.8 X 365
10.	Grand Total (06 Firemen and 03 Fire Supervisors) for 01 Year	Sr. No.9 X 06	Sr. No.9 X 03

Fire Staff (Firemen and Fire Supervisor) to be deployed for a maximum of 26 days in a month. Calculations to be made considering 26 working days in a month. 01 Week Off to be provided after 06 working days. Relivers to be deployed to cover for weekly offs.

Adequate Fire Staff (Firemen and Fire Supervisor) to be deployed to cater for the working schedule of 06 Firemen and 03 Fire Supervisors per day.

Signature and Seal of the Tendering Bidder

Jurisdiction: This agreement is subject to Bhopal, Madhya Pradesh jurisdiction.

I/We hereby declare that I/We have read and understood the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us.

Place:

Signature:

Date:

Name and Seal:

(Sign all pages)