



E-Tendering Procedure

Important instructions for E-Procurement

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

1.

Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

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

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

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

Contact person (RBI):

- (i) Major Neelesh Tiwari, AGM (P&S)
Email- neeshleshtiwari@rbi.org.in, Ph- 07773099927
- (ii) Shri Mahadeb Ghosh, AM (P&S)
Email- mahadebghosh@rbi.org.in

Contact person (MSTC Ltd):

- 1. Shri Tammana DMV Satyasai, SM(BM) – tsatyasai@mstcindia.co.in
Ph- 09441487624/ 0674-2571699(D)
- 2. Shri Ramavath Mahesh, AM – mahesh@mstcindia.co.in
Ph- 08801281004/ 0674-2571699(D)

B) System Requirement:

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

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

	<p><input type="checkbox"/> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p><input type="checkbox"/> Other Settings:</p> <p>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)</p>
2.	<p>The Techno-commercial Bid and the Price 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.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee:</p> <p>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.</p> <p>NOTE</p> <p>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.</p>
5.	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts→ Login under RBI→ My menu→ Auction Floor Manager→ live event → Selection of the live event.</p> <p>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.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their</p>

	<p>Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8.	Any order resulting from this tender shall be governed by the terms and conditions Mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.



**Reserve Bank of India
Human Resources Management Department
Bhubaneswar - 751001**

E-Tender for Engagement of Firefighting Staff in Reserve Bank of India, Bhubaneswar

Part I – TECHNO-COMMERCIAL BID

E-Tender Ref No. RBI/Bhubneswar/HRMD/78/22-23/ET/639

Name of Tenderer: _____

Address: _____

Phone/Mobile No.: _____

Due Date of Submission	1500 hrs of March 20, 2023
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SECTION I

DISCLAIMER

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

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

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

SECTION II

Tender for Engagement of Firefighting Staff in Reserve Bank of India, Bhubaneswar

Tenders are invited under two-bid system by the Regional Director, Reserve Bank of India, Bhubaneswar, from reputed companies/agencies/firms for deployment of trained fire safety personnel i.e. Fire Supervisor/Leading Fireman and Firemen, for providing fire safety services at the Bank's Main Office at Pt. Jawaharlal Nehru Marg, Bhubaneswar. The contract will be initially for a period of One year from **April 01, 2023 to March 31, 2024** as per laid down contractual obligations. However, it can be extended further on the same terms and conditions, for a period of one year (**April – March**) at a time up to two years at the discretion of the Bank, subject to satisfactory performance of duties by the staff and proper fulfilment of all terms and conditions of the contract.

1.1. The company/agency/firm will be providing fire safety of the building, manning fire control rooms round the clock, holding and maintaining fire safety equipment like fire alarm system, fire extinguishers, assisting physically challenged employees/visitors, training of general staff, liaison with local fire brigade. Only company/agency/firm having minimum three (3) years of experience in undertaking work of similar nature and have provided similar services to Government / Semi Government/Local administrative and Municipal bodies or any such other major institutions are eligible to apply for the work. The Contractor shall submit the documentary proof of the same.

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

1.3. The company/agency/firm shall provide the services of Three Firemen (One will act as Supervisor) per shift (**total three shifts from 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM**), with provision for **Two leave reserve/reliever** for the Supervisor/ Firemen.

1.4. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

1.5. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the period of contract.

1.6. Tenders without EMD will not be accepted under any circumstances.

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

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

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

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

SECTION III

TECHNO-COMMERCIAL AND FINANCIAL BIDS

(To be read in relevance to e-Tendering process only)

1. PART- I (Techno-Commercial Bid)

Tenderers are requested to enclose (upload in e-tendering portal) the following documents in Part I for examining their qualification/suitability. Opening of Part II (Financial/Price Bid) will be subject to satisfying the prescribed eligibility criteria:

1. Application in Format I including [Annexures A](#) to D duly filled along with documents as mentioned there in.
 - a) Particulars of company/agency/firm ([Annexure - A](#))
 - b) Details of previous experience ([Annexure - B](#))
 - c) Details of banker/s ([Annexure - C](#))
 - d) Bankers' certificate from Scheduled Commercial Bank ([Annexure - D](#))
 - e) Client report ([Annexure - E](#))
 - f) Declaration ([Annexure - F](#))
 - g) Bank Guarantee ([Annexure - G](#))
 - h) Working Penalty Clause ([Annexure - H](#))
2. **Agencies intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their fulfilling the required eligibility and a declaration to that effect as mentioned in [Annexure - F](#) and in the event of their failure to do so, the Bank reserves the right to reject their tender.**
3. Intending tenderer has to deposit EMD (2% of the estimated cost) of **₹1,10,000/- (₹ One Lakh Ten Thousand only)** in the form of Demand Draft favoring Reserve Bank of India payable at Bhubaneswar.

OR

EMD shall be deposited through NEFT in favour of Reserve Bank of India, Bhubaneswar in the A/c No.- 186004001 & IFSC - RBIS0BBPA01- on or before the date given in NIT.

4. Any tender not accompanied by EMD as mentioned at (3) above shall be rejected.
5. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract or award of work.

6. Prebid Meeting – Prebid meeting is scheduled to be held at 1100 hrs on March 06, 2023 in the VC Room, 2nd Floor, Reserve Bank of India, Bhubaneswar. Accordingly, the firms interested to participate in the tender process may attend the meeting to clear all their doubts/queries. The Bank will not entertain to their queries if any raised after the pre bid meeting.

All the pages of Part I along with its annexure and enclosures should be duly signed and stamped by the tenderer and submitted with documentary evidence.

2. PART- II (Financial Bid)

2.1. Part-II of the tender should only contain the service provider's quoted rates in Format II.

2.2. The tendered rates shall be inclusive of all the liabilities of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI and EPF contributions, GST (18%) and any other kind of applicable taxes. A reference may be made to all Central Government laws/guidelines in this regard.

2.3. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates considering minimum wages as notified by the Government of India and all other statutory dues and profits. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances. However, the agency will be reimbursed the differential amount whenever any revision of minimum wages done by Govt of India.

2.4. Financial Bids not conforming to the statutory obligations like Minimum Wages, EPF, ESI Bonus, Leave Relief etc are liable to be rejected.

2.6. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive.

2.7. Financial Bids shall be inclusive of the cost of the uniform, shoes, identity cards, protective gear etc. provided by the company/agency/firm to the personnel deployed.

2.8. Financial Bid should contain only the price filled in Rupees in figures and words and any condition will make it liable for rejection.

2.9. The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the bidder.

3. Opening of Tender

3.1. As per the procedures laid down in Section – I hereto for opening of tender.

3.2. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

3.3. The tender documents which do not comply with the conditions prescribed in the tender

form will be summarily rejected.

3.4. Conditional bids will also be summarily rejected.

3.5. The Part-II (Financial bid) of only those tenderer's who qualify in the Techno- Commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.

4. Right to accept any tender and to reject any or all tenders

4.1. 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.

4.2. The Bank may terminate the contract if it is found after award of the work that the Contractor is black listed during last 3 years by any of the Govt. Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.

4.3. The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee for an amount equal to 5% of the value of the contract as per [Annexure – G](#) or fails to execute the agreement within specified period.

4.4. The **Performance Bank Guarantee** as per [Annexure - G](#) given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/agency/firm and /or loss/damage if any sustained by the Reserve Bank of India, Bhubaneswar on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/agency/firm. The company/agency/firm shall have no objection to such appropriation.

4.5. The awarding Agency will submit The Performance Bank Guarantee on the day of commencement of the work failing which The Bank can impose a penalty of 0.5% of the annual contract value. The Performance Bank Guarantee should be valid up to the expiry of the contract and the same shall be returned within two months after the expiry of contract and completion of all contractual obligations.

4.6. The tenders which are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.

4.7. The Bank shall call for the client report in the prescribed format ([Annexure - E](#)) from the organizations in which the Contractor is providing services at present or has provided similar services in the last 3 years and if the client report is found to be unsatisfactory, the tender shall be rejected outrightly and its Part II shall not be opened.

5. Award of Contract

5.1. The Bank will award the contract to the "Tenderer" 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.

5.2. The Bank will communicate to the successful bidder through letter transmitted by Registered

post/ Speed post/email that his bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award").

5.3. The successful bidder will be required to execute an agreement within a period of one week from the date of issue of Letter of Award. If the selected Agency fails to sign the formal agreement within one week 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 tenderer 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 a 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 Regional Director, RBI, Bhubaneswar shall be final in this regard.

5.4. 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.

5.5. The tender submitted on behalf of a company/agency/firm shall be signed by all the partners of the company/agency/firm or a partner who has the necessary authority on behalf of the company/agency/firm to enter into the proposed contract failing which the tender may be rejected.

5.6. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per [Annexure - G](#) and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the tender bid evaluation process.

5.7. 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 tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.

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

5.9. The Regional Director, Reserve Bank of India, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason what so ever and his/her decision will be binding on all the parties.

6. General Scope of Work

6.1. The company/agency/firm shall provide Nine (9) trained fire personnel per day in eight hours

shift i.e. three firemen in each shift among them one person will act as supervisor of the shift. The company/agency/firm shall deploy Fire personnel (fire fighting staff) in eight hours shift and work round the clock in three shifts (6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am) providing fire safety, manning the fire console rooms, holding and maintaining fire safety equipment like fire alarm, fire extinguishers, assisting physically challenged employees/visitors, training of general staff, liaison with local fire brigade. However, duty hours of the Fire Supervisors and Fire Fighters will be settled by the Bank as per requirement.

6.1. The company/agency/firm shall ensure that a Supervisor/Leading Fireman and One Firemen are always on duty at the Banks' premises round the clock subject to the condition that one firefighting staff is not on duty for more than 8 hours continuously.

6.2. The Fire Supervisors and Fire Fighters should be available for duty as and when required by the Bank during the working hours. They shall be adequately trained in Fire Safety and Security measures including First Aid, emergency responses and fire-fighting operations.

6.3. The Supervisor/Fireman shall go round the Bank's premises at regular intervals and also just before relieving the firefighting staff on duty.

6.4. Any shortfall of man power due to illness/other reasons will be made up by the company/agency/firm on ad-hoc basis and the replacement/reliever should be having similar qualifications. Absence of deputed person longer than 10 days will be treated as replacement.

6.5. The company/agency/firm's firefighting staff shall perform duties according to the detailed Standard Operating Procedures and Fire Orders prepared by the Security Officer of the Bank.

6.6. Reporting on all matters by the firemen deployed will be to the senior most Security Manager of Reserve Bank of India.

7. List of Duties to be performed by the Firefighting Staff

- a) Manning of Fire Control Room/Fire Panel round the clock.
- b) Check all fire equipment for serviceability at laid down periodicity.
- c) Supervise the work done by the AMC service provider of all firefighting equipment.
- d) Conduct periodic training of Bank's staff on firefighting.
- e) Fight the fire at the incipient stage and assist the fire brigade as and when they arrive.
- f) Conduct regular firefighting drills.
- g) Function under the Security Officer in-charge of Fire on all aspects of work and administration.
- h) Assist in fire audit as and when carried out.
- i) Regular patrolling 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 from obstacles.
- k) Assist in search and rescue & salvage operation in case of an incident.
- l) Assisting physically challenged employees/visitors as and when required.
- m) Update knowledge of the latest fire-fighting equipment and techniques and to remain aware of current developments in fire services.
- n) Effective and close liaison with local fire brigade establishments.
- o) Ensure that the firefighting staff engaged in the Bank's premises should abide by all the

instructions as and when given by the Security Officer/s or any other officer designated by the Regional Director.

- p) Responsible for all firefighting arrangements during mock drill.
- q) Provide the fire staff on duty with distinct uniforms and badges to identify them as firefighting staff. They should display on person identity cards issued by the Bank.

8. General terms and conditions

8.1. For performing the assigned work, the Contractor shall deploy medically and physically fit persons (Firemen preferably 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 with minimum one year of experience and Supervisor/Leading Fireman having minimum 3 years of experience, of high integrity and good conduct and shall be conversant in English or Hindi as well as the local language i.e. **Odia**. Under no circumstances, Firemen & Supervisor below 18 years of age should be employed.

8.2. The persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and 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 Bank shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him.

8.3. On taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Security Officer in charge, Reserve Bank of India, Bhubaneswar. Subsequently, the Contractor shall review the work assigned from time to time and advise the Regional Director, Reserve Bank of India, Bhubaneswar 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, Bhubaneswar or the officer designated by the Regional Director in this respect from time to time.

8.4. The Regional Director, Reserve Bank of India, Bhubaneswar, or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties effectively.

8.5. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Bhubaneswar in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Bhubaneswar in case any of the aforesaid acts on the part of the said person.

8.6. The Contractor shall carefully and diligently perform the work assigned to him in consultation with the Regional Director, Reserve Bank of India, Bhubaneswar or Security Officer/s or any other officer designated by the Regional Director

8.7. The company/agency/firm should must have an office in Bhubaneswar.

8.8 The Contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For 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.

8.9. **Insurance-** The successful bidder shall at its own expense, arrange to effect and maintain comprehensive insurance (workmen compensation policy for salary quoted) for its Firemen reflecting Reserve Bank of India as the Principal Employer. The Contractor will submit copy of comprehensive insurance valid from the day of commencement of the work failing which The Bank can impose a penalty of minimum 0.5% of the annual contract value. The Successful Bidder shall also indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in the Successful Bidder's "all risk policy" shall be minimum Rs. 2 lakh per person for any one accident or occurrence and 5.00 lakh in respect of damage to property for any one accident or occurrence. These policies shall be valid till the conclusion of the contract. If the Successful Bidder does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the Successful Bidder.

8.10. 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.

8.11. The Contractor shall be liable for the payment of wages and all other dues to his employees which they are entitled to receive based on Minimum wages as laid down by Local Administration, State of Odisha/Central Government whichever is higher and revision thereafter as and when these are revised by State of Odisha /Central Government if so applicable, to the Contractor.

8.10.A. The Contractor shall be liable for the payment of wages on National holidays/service charges/double wages/overtime wages to his employees.

8.12. The Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, Bhubaneswar 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 fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, Reserve Bank of India, Bhubaneswar 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 Performance Bank Guarantee.

8.13. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. This register shall be got countersigned on daily basis from Security Officer of the Bank. For Saturday/Sunday, the register would be put up for counter signature on Monday and for holidays on next working day. 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. **The**

Bank may at its discretion also replace the manual attendance register with Biometric Attendance Machines to monitor the attendance of the workmen employees engaged by the Contractor.

8.14. 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 on or before 7th of the succeeding month and shall on demand furnish copies of wage register/muster roll, etc. to Reserve Bank of India, Bhubaneswar 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, Bhubaneswar 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 notifications issued by the Government 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 to the authorities concerned. The contractor should pay the minimum wages stipulated by the Ministry of Labour and Employment, Government of India, from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the firefighting staff deployed in the Bank's premises along with the monthly bills.

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

8.16. The Contractor will raise monthly invoice along with all statutory documents for reimbursement on Reserve Bank of India, Bhubaneswar latest by 10th of the succeeding month. The Reserve Bank of India, Bhubaneswar will deduct Tax at source and all other taxes, duties as applicable from time to time from the amount payable to the Contractor. The contractor will disburse wages and deposit all statutory dues before raising monthly invoices.

8.17. The company/agency/firm's Firefighting Staff shall perform duties according to the detailed Standard Operating Procedures and Fire Orders prepared by the Security Officer of the Bank.

8.18. If it comes to the knowledge of the Bank that the same staff has been deployed in two consecutive shifts or is deployed elsewhere also, the Bank shall reserve the right to impose penalty as it deems fit. For deficiency in services and serious inconvenience caused to the Bank and its officials, the Bank reserves the right to impose penalty up to 10% of the contract amount. In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. The amount of penalty will be appropriated by revoking Performance Bank Guarantee or any other amount payable to the Agency.

Penalty for absence from duty (Common for both Firemen and Supervisor) would be calculated as follows:

$$(A \times C) / (365 \times N \times 0.66)$$

Where, A - No. of absence from duty

C - Contract Amount per annum

N - Required number of duties per day as per Contract

8.19. The Contractor shall take all reasonable precautions to prevent any unlawful act 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, Bhubaneswar.

8.20. The company/agency/firm shall be responsible for good behavior and conduct of their employees and in case of any complaint by the Bank, the said company/agency/firm shall not employ such employees in the premises.

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

8.22. 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 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, Bhubaneswar, a sum as may be claimed by any person/client.

8.23. 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, Bhubaneswar and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Bhubaneswar either explicitly or implicitly.

8.24. The Contractor shall keep the Reserve Bank of India, Bhubaneswar 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, Bhubaneswar is made party and is supposed to contest the case, Reserve Bank of India, Bhubaneswar 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, Bhubaneswar on demand. Further, the Contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, Bhubaneswar in this respect of any nature whatsoever and shall keep Reserve Bank of India, Bhubaneswar indemnified in this respect.

8.25. Any loss of official property of Reserve Bank of India, Bhubaneswar 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, Reserve Bank of India, Bhubaneswar whose decision will be final in the matter.

8.26. It shall be the responsibility of the Contractor to take care of fire safety arrangements in the Reserve Bank of India, Bhubaneswar premises and report the matter related to fire safety

to the designated officer of Reserve Bank of India, Bhubaneswar 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, Bhubaneswar and if there is any loss to the Reserve Bank of India, Bhubaneswar 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, Bhubaneswar. He should also take steps in consultation with Reserve Bank of India, Bhubaneswar to register FIR with police, if required.

8.27. The Contractor shall provide minimum two pairs of uniform, 02 pairs of shoes and other uniform articles PER YEAR at his own cost to the persons deployed for this work. They will also include fluorescent Jacket-inscribed as FIRE SAFETY at the back, fire helmet, sufficient number of socks, cap, shoulder logo, lanyard with whistle, name plate, 01 Jersey, rain coat/umbrella for rainy season, Agency identity card, loaded torches and batons at all the posts, Reserve Bank of India, Bhubaneswar shall have no liability whatsoever on this account. The uniform shall be approved by the Regional Director, Reserve Bank of India, Bhubaneswar. The items other than uniform shall be repaired /replaced as and when deemed necessary on reporting by the firemen.

8.28. The Contractor, at their own cost, shall provide basic firefighting tools like gloves, gumboots, metal cutter, tester and goggles to the fire staff so as to use during emergencies.

8.29. During the period of agreement, the contract may be terminated by Reserve Bank of India, Bhubaneswar 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 Bank, whichever is earlier.

8.30. 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.

8.31. The Contractor shall get the antecedents of his personnel verified through Police channels and the certification/verification reports shall be made available to Reserve Bank of India, Bhubaneswar prior to their deployment.

8.32. The Contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within two weeks on award of work.

8.33. If the Contractor selected fails to sign the formal agreement within two weeks or fails to undertake the work, the letter of intent shall be treated as cancelled.

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

8.35. The Contractor shall ensure that the persons so deployed do not allow any property

of the Regional Director, Reserve Bank of India, Bhubaneswar related to fire safety equipment to be taken out of the premises without a Gate Pass signed by the designated officials of the Bank.

8.36. Fire Supervisor and Firemen provided shall be adequately trained in fire safety and security measures including first aid, emergency responses and firefighting operations. The agency will submit such certificates along with Bio-data and latest police verification report of all the deployed Firemen to Security officer in charge Fire during commencement of work and as on when asked to submit by the Bank.

8.37. As each Fire Supervisor and Firemen drawing wages more than Rs.21,000/- a month, the agency will provide health insurance cover and other benefits, under the ESI Act.

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

8.39. The tenderer shall ensure that no employee will enter or remain in the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling the company/agency/firm's obligations and with the permission of the Caretaker/Bank's Security officials.

8.40. Sexual Harassment of women at work place (Prevention, Prohibition and Redressal)

The Contractor shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

- a) The tenderer 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 tenderer and the tenderer shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The tenderer shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the tenderer is proved.
- d) The tenderer shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The tenderer shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

8.41. The company/agency/firm shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc, which may come to the possession or knowledge of the company/agency/firm during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times

hold the same in strictest confidence. The company/agency/firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The company/agency/firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The company/agency/firm shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the company/agency/firm and the Employer shall be entitled to claim damages and pursue legal remedies. The company/agency/firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The company/agency/firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

8.42. Duty and Discipline: The Fire Safety company/agency/firm 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, Bhubaneswar.
- b) To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Reserve Bank of India, Bhubaneswar informed of all development in this regard.
- c) To pay all dues of its employees and keep the Reserve Bank of India, Bhubaneswar 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, Bhubaneswar and its representatives.
- e) To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Bhubaneswar notifies.
- f) On expiry of the agreement, the company/agency/firm 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 Reserve Bank of India, Bhubaneswar so that no liability or obligation devolve on the Reserve Bank of India, Bhubaneswar.

8.43. This contract will be valid for a period from **April 01, 2023 to March 31, 2024.**

8.44. In case, so required by Law/ rules/ regulations, the Contractor shall ensure that a labour license under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law/rules is renewed as and when required and is kept in force during the period of the contract and that all terms and conditions thereunder are complied by him at all times.

8.45. The Contract may be terminated by either party giving to the other one months' notice by registered post AD or payment in lieu thereof. Such termination shall not affect the rights or the obligations of parties arising as a result of or in consequence any act done prior thereto.

8.46. The personnel provided under the Contract will be the employees of the Contractor for all intent and purposes. They shall not have any claim or right against the Bank, nor can they claim any Association/rights as employee of RBI. The Contractor and its employees (Firefighting Staff) etc. shall not misuse name of the Bank for publicity purpose or otherwise.

8.47. As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition which the Contractor may have with his own employees as they are having no connection with the Bank. However for its own information, research and analysis, budget / administrative measure if the Bank calls for any information from the Contractor he shall be providing the same within 4 days. Bank also expects that they will be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's reputation.

8.48. The Contractor shall report to the proper authorities of the Bank in case they receive complaints from the Firefighting Staff regarding expected deviations from the laid down maintenance duties structure.

8.49. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

8.50. The contract shall be deemed to end in any of the following contingencies:-

(i) On the expiry of the contract period or terminations in terms of Para 8.27, 8.43 of this agreement.

Or

(ii) A notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

Or

(iii) For committing breach of any of the terms and conditions of the contract by the Contractor.

Or

(iv) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the Contractor to any third person or sub-letting the whole or a part of the contract to any third person.

Or

(v) On Contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to Reserve Bank of India.

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

i) Legal heirs in case of sole proprietor

ii) The next Directors / Partners in the case of company or company/agency/firm as the case may be.

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

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

8.54. 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, Reserve Bank of India, Bhubaneswar.

8.55. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Bhubaneswar 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.

8.56. The arbitrator may give interim awards and / or directions, as may be required.

8.57. Subject to the aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

8.58. The Courts at Bhubaneswar only shall have the jurisdiction for the purpose of this agreement.

8.59. **Conflict of interest:** Tenderers shall not have a conflict of interest. All tenderers found to have a conflict of interest as mentioned below will be disqualified.

(a) Tenderers in two different applications have controlling shareholders in common.

(b) The Tenderers (including their personnel and sub-Contractors) that have a family relationship with such members of the RBI Staff who are directly or indirectly involved in the project will not be awarded the contract.

Declaration:

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

Place:
Date:

Signature and seal of the Tenderer
Name of Authorized signatory

Pre-qualification Criteria (with documentary evidences) Requirements specifying particulars

The tenderers should satisfy the following conditions and are required to enclose (upload in e-tendering portal) required documents in support of their claim in Part I of the Tender Document for examining their eligibility/suitability. Opening of Part II (Commercial Bid) will be subject to satisfying the prescribed eligibility criteria (ref: Part I under Section III)

1. The agency/contractor should have been in this business at least for the last 3 years.
2. The fire men must have undergone a basic course in fire-fighting from a Government recognized institute.
3. The supervisor/ Firemen should have adequate experience (at least three years' experience) and qualifications in fire-fighting and preferably be an ex-serviceman. Their age should not be more than 40 years.
4. The agency should ensure that the Fire men and Supervisors/Lead fireman are all trained in fire safety measures including First Aid, emergency responses and fire-fighting operations.
5. Firemen deployed by the agency should NOT be rotated/shifted within one year of deployment without the permission of the Bank.
6. The agency should have effective infrastructure for training of the Fireman.
7. The agency should have credible Supervisory Infrastructure and network.
8. The agency should have a Certificate of Registration with Registrar of Companies/Registrar of Firms.
9. The agency should have latest Audited Balance Sheet for the last 3 years with income tax return.
10. The agency should have latest Certificate from ESI Corporation.
11. The agency should have latest Certificate from EPF Organization.
12. The agency should be registered with Govt. under Contract Labour Act.
13. The agency should have registered with appropriate authority for Service Tax.
14. The agency should have latest documents ensuring compliance with the Minimum Wages Act.
15. The agency should note that it shall be solely responsible for entire risk coverage of the firemen/supervisors deployed by it at Reserve Bank of India, Bhubaneswar premises for the entire duration of such services with Reserve Bank of India, BHUBANESWAR.
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, Bhubaneswar.
17. The agency should have PAN and GST number
18. The agency should have all the necessary legal/statutory approvals to conduct fire- fighting business in BHUBANESWAR.
19. The agency should have a proper office or sub-office at Bhubaneswar with adequate manpower to take care of replacement/reliever.
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) must be provided by the agency at the fire control room at its own cost.

Place:

Signature & Stamp
Date:

Format I

Engagement of Firefighting Staff at RBI, Bhubaneswar (To be given on tenderer's letter head at the time of executing agreement)

The Regional Director
Reserve Bank of India
Pt. Jawaharlal Nehru Marg
Bhubaneswar – 751001

Tender for Engaging Firefighting Staff in the Main Office Premises at Bhubaneswar

Dear Sir,

In response to the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Bhubaneswar:

- a) I/We certify that before signing this bid, I/We have read and fully understood all the terms and conditions and instructions laid down in the tender document and undertake to abide by them.
- b) I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Odisha/Central 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.
- c) The Earnest Money Deposit for an amount of **₹1,10,000/- (₹ One Lakh Ten Thousand only)** shall be deposited with Reserve Bank of India, Bhubaneswar.
- d) In case, I/We are awarded the contract, I/We is /are agreeable to furnish a Performance Bank Guarantee for an amount equal to 5% of the value of the contract to the Bank. Should we fail to execute the Contract when called upon to do so, we do hereby agree that the Performance Bank Guarantee shall be liable to be revoked, forfeited or appropriated and we shall have no objection to such appropriation. The EMD shall be refunded by the Bank once the Performance Bank Guarantee is submitted and execution of the contract agreement with Bank, on which, the Bank shall not pay any interest.

- e) I/We also understand that the Regional Director, Reserve Bank of India, Bhubaneswar 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.
- f) I / we have valid registration in respect of Employees Provident fund / Employees State Insurance / GST etc., copies of the above are enclosed herewith.
- g) 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.

Encl: as above

Place:

Date:

Authorized Signatory

(With name and seal)

Annexure – A to Format I

Basic information

(Please submit along with documentary evidence)

SI 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 along with copy of the Aadhar	(i) (ii) (iii)
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 other organizations (with documentary evidences)	_____ Yea rs
8	List of similar contracts entered into by the applicant during the last 3 years	a) Number of Fire Supervisor and Fireman deployed b) Cost of deployment Per year c) The name and full address of the organization to whom the services were Provided(attached separately)
9	Total value of the services provided to the other organizations for the last 3 Years	2019-20 Rs. lakh 2020-21 Rs. lakh 2021-22 Rs. Lakh

10	Whether deployed Fire Staff to any of the Government / Semi-Government Undertaking/s as approved service providers and if so, furnish details	
11	Indicate if involved in any litigation	
12	Any civil suits pending in any of the orders executed, give details	
13	Time required to place the service, if engaged	
14	PAN Number	
15	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.	
16	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.	
17	Whether the firm/company is registered with the PF, ESIC, GST, Service Tax remitter and the registration is currently valid. (Please enclose Copies of the above)	
18	Whether the police verification of antecedents of the staff being deployed is done or not. (Submit copy if done)	

DECLARATION

1. The above information is true to the best of my knowledge and if any information is found untrue or false, I may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.
3. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

Authorized Signatory
(With name and seal)

Place:
Date:

Annexure - B to Format I
Details of previous experience

Sl.No.	Nature of Service rendered	Name, address & Telephone No. of the client. (Govt./ Semi Govt. / bank / Pvt. Body	The name, full address & Telephone No. of the officer under whom the work was carried out	Number of person deployed	
				Ex-Service men/trained person	Untrained Person

Note: Minimum value of each completed work (qualifying)

Experience of having successfully completed similar works during last 5 years

- i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e., Rs.22 Lakhs each.
- ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e., Rs.27.5 Lakhs each.
- iii) One similar work costing not less than the amount equal to 80% of the estimated cost i.e., Rs. 44 Lakhs.

Please attach scanned copies of supporting documents of all these works.

Please attach minimum two client reports of qualifying works as per [Annexure E.](#))

Place:

Date:

Signature of the applicant with Seal

Annexure - C to Format I
Details of Banker/s
(To be provided 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.	
IFSC code of the Branch	
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:	

Authorised signatory
(with name and seal)

Place:

Date:

Annexure- D to Format I

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

1. Name of the company/agency/firm:
2. Composition of the company/agency/firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited):
3. Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
4. Name of the Banker:
5. Name of the Branch and complete postal address:
6. Name and job title of the 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/agency/firm for the last 3 years (year wise):
11. Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
12. Dealings:
13. The period from which the company/agency/firm has been banking with the bank:
14. Any other remarks:
15. You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹40 Lakhs per annum.

(Signature)
For the Bank

Place:

Date:

Note:

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

Annexure E to Part I
Client's certificate (Present and Previous)

Regarding performance of company/agency/firm providing firefighting services

Name and address of the Client:-

Details of fire service availed from M/s.....

SI No.	Particulars	Comments
1	Nature of fire service availed	
2	Agreement No. and date	
3	Agreement amount	
4	Since when dealing with the company/agency/firm	
5	Number of personnel provided a. Fire Officer/Fire Supervisor b. Leading Fireman c. Firemen d. Other trained persons e. Untrained persons	
6	Comments regarding adherence of terms and conditions of contract	
7	Any penalty imposed for non-adherence of terms and conditions of contract	
8	Any other information	

Place:

Date:

Signature of the Authorised Official
(with seal)

Please Note: Scanned copy (PDF format) of the original reports in client's official letter head and to be addressed to the Regional Director, Reserve Bank of India, Pt. Jawaharlal Nehru Marg, Bhubaneswar – 751001 must be uploaded while submitted e-tender online through mstc ecommerce portal.

Annexure – F

Declaration

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

Company/agency/firm's Seal Authorized Signatory

Place:

Date:

Annexure - G

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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

Place: _____

Date: _____

**The Regional Director
Reserve Bank of India,
Pt. Jawaharlal Nehru
Marg Bhubaneswar-
Odisha 75100**

Dear Sir,

ENGAGEMENT OF FIREFIGHTING STAFF IN RESERVE BANK OF INDIA, BHUBANESWAR - 751001

BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not

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

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).
- b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further

period as may be indicated by them on the same terms and conditions as contained herein.

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

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of _____(Name of the Bank)

Signature of authorized Bank

official Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

(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).

Working Penalty Clause

Withholding of Payments: The Bank may withhold the payment to that extent that, it reasonably believes that, the Agency is in breach of the obligations as per this Agreement. If the breach is such that, the same can be remedied, the Agency is given 07 (seven) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause, It is clarified that, such withheld amount shall not incur any interest.

Deductions from Payment: The Bank may deduct from the Agency's Bill, amounts on account of claims of penalty as per the mentioned SLA, costs or claims, losses, damages, defective services carried out by the Agency etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Agency. In case the Agency fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Agency's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

Operational Working Penalty: Working penalty limiting to the operational requirements are specified as follows:

SI No	Service Level Agreement (SLA)	Failure Tolerance Level	Risk	Penalty per Month
	General			
1	Failure to monitor Fire incidents at assigned area.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
2	Staff shall not be Missing from duty/ post.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
3	Failure to intimate of incidents immediately to Security Manager	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
4	Staff shall not sleep on duty Should be alert at all time	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.

5	Misbehaviour by the Staff with any employee / visitors etc.	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
6	Failure of the officer/Supervisor in handing and taking over of duties during shift change and failure in follow up of SOPs	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
7	Misuse of Bank property/ equipment.	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
8	Trainings shall be conducted as per calendar approved from Bank by the Agency	Minimum one training session to all staffs in six month - (Zero)	Low	Minimum 0.2% To Maximum 2% of the bill value.
9	Round the clock patrolling in each shifts	Patrolling minimum 1 time in a hour during Day / Night - (Zero)	Low	Minimum 0.2% To Maximum 2% of the bill value.
10	Fire Supervisor / Fireman to ensure Team performance & discipline is maintained at all the time	Zero	Low	Minimum 0.2% To Maximum 2% of the bill value.
11	Smart Turnout, Good Uniform with ID card at all the time.	Zero	Low	Minimum 0.2% To Maximum 2% of the bill value.

Penalty per Month

S L A	High Risk	Minimum 0.5% to a Maximum of 3% of the monthly bill value and not exceeding more than 10% of the total bill value.
	Medium Risk	Minimum 0.3% to a Maximum of 3% of the monthly bill value and not exceeding more than 10% of the total bill value.
	Low Row	Minimum 0.2% to a Maximum of 2% of the monthly bill value and not exceeding more than 10% of the total bill value.

Implementation: The above-mentioned SLA are to be monitored by the Protocol & Security Cell and process the penalties if any.

Working Penalty (Statutory compliances): Working penalty limiting to the statutory compliances are specified as follows:

SI No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1	Shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
2	Deploying the employee beyond 8 hours in a day.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
3	Failure to deploy 100% Fire staff in each shift.	Should not be less than 100% attendance on daily shift basis- (Zero)	High	Minimum 0.5% To Maximum 3% of the bill value.
4	Failure to submit Bank Guarantee/ Insurance	Zero	High	Minimum 0.5% To Maximum 3% of the Annual Contract value.

5	Failure to comply with the Applicable laws	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
6	Deploying the Staff/employees without giving weekly-off.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
7	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
8	Statutory requirement documents to be provided on by keeping one register each i.e., - Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
9	Participation in the Vendor compliance Audit.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
10	Statutory requirement documents to be provided on time i.e., - Arrear, PF/ESI etc	Before 5th of every month	Medium	Minimum 0.3% To Maximum 3% of the bill value.
11	Failure to pay the salary within 7th of each month	on or before 10th every month	High	Minimum 0.5% To Maximum 3% of the bill value.

Penalty per Month

S L A	High Risk	Minimum 0.5% to a Maximum of 3% of the monthly bill value and not exceeding more than 5% of the total bill value.
	Medium Risk	Minimum 0.3% to a Maximum of 3% of the monthly bill value and not exceeding more than 5% of the total bill value.
	Low Risk	Minimum 0.2% to a Maximum of 2% of the monthly bill value and not exceeding more than 5% of the total bill value.

Implementation: The above mentioned SLA is to be monitored by the Protocol & Security Cell & HRMD to process the penalties if any.



**Reserve Bank of India
Human Resources Management Department
Bhubaneswar-751001**

**Tender for Engagement of Firefighting Staff in Reserve Bank of India,
Bhubaneswar**

(The price bid should not be submitted with Technical Bid (Cover-1). It should be submitted at Online Portal under Section- Price Bid/Cover-2)

E-Tender Ref No. RBI/Bhubneswar/HRMD/78/22-23/ET/639

PART - II (PRICE BID ONLY)

Name of Tenderer: _____

Address: _____

PART – II – PRICE BID ONLY

PROFORMA OF FINANCIAL BID (FORMAT II) - For Reference Only

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

Services to be Provided	No. of persons required A	Rate per person per Month (As per N in Annex-I) B	Amount per Month (GST Exclusive) C (A X B)
Deploying Three Fireman at the Premises of the Bank in three shifts of eight hours round the Clock (24 x 7)	09		
Total per Month *			

Please note that rates **quoted** should be **exclusive of GST** and GST @ 18% or as specified by GST council will be added automatically to each quoted rate while quoting to arrive at final rates. **Proforma of Financial Bid attached above is for your reference. Financial Bid to be filled through Online Portal Only.**

***The tenderer should also fill up [Annexure-I](#) detailing the wage factors included to arrive at financial bid amount otherwise the financial bid will not be accepted.**

Note:

- Rates should be quoted lump-sum inclusive of all expenses incurred towards deployment including all statutory charges other applicable tax/charges levied by the Govt. etc.
- The rates quoted are inclusive of reliever charges. No extra amount will be paid for posting a reliever.
- I/We hereby confirm that the Basic Wages plus VDA quoted above are not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges i.e., EPF, ESI, Bonus etc are in conformity with the corresponding statutory provisions.
- I/We agree that the Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.
- I/We have gone through the terms and conditions and am agreeable to them.

Place:
Date:

Authorized Signatory

(with name and seal)

Annexure – I

Sl. No.	Description	Basic Wages plus VDA /day per Fireman (Area B – Skilled)	Wage for 26 days	EPF@ (12%) of C	EDLI @ 0.5% on max 15000 & Administrative charges @ 0.5% of C	ESI @ (3.25%) of C	NH/FH Per month (Total 4 Days Salary in a year)	HRA@ (10%) of C	BONUS @ (8.33%) of C	Reliever charges (17% of C)	Sub Total from (C to J)	Per Day (K/26)	For 365 days (1Year)	Per month (M /12)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	01 Fireman					NIL *								

* As each Fireman drawing wages more than Rs 21000/- per month, there will be no ESI coverage as per ESIC notification no No.31/12/8/2018-PR dated 20-02-2019

Calculation of Job Contract Value			
Designation	Rate/Month (N)	No of Person	Total Rate/Month
Fireman		9	
Sub Total-1			
**Service Charges @%			
Sub Total-2			
GST @ 18 %			
Grand Total/month			

Note: ** Service charges shall be inclusive of the **cost of the uniform, shoes, identity cards, protective gear etc.** provided by the company/agency/firm to the personnel deployed.

Place:
Date:

Authorized Signatory

(with name and seal)