

## ई-निविदा आमंत्रण सूचना

# भारतीय रिजर्व बैंक के अटल नगर, नवा रायपुर स्थित कार्यालय परिसर में फायर स्टाफ की सेवाएं प्रदान करने हेतु ई-निविदा

भारतीय रिजर्व बैंक, रायपुर वार्षिक सेवा अनुबंध के तहत सेक्टर-24, अटल नगर, नवा रायपुर स्थित बैंक के कार्यालय भवन में अग्निशमन कर्मचारियों की सेवाएं प्रदान करने के लिए पूर्व-योग्यता मानदंडों को पूरा करने वाले पात्र फर्मों/ठेकेदारों से दो भागों (भाग। – तकनीकी-वाणिज्यिक बोली और भाग॥ – मूल्य बोली) में ई-निविदा आमंत्रित करता है।

ई-निविदा की प्रक्रिया एमएसटीसी लि. के ई-निविदा पोर्टल (<a href="http://mstcecommerce.com/eprocn/rbi/">http://mstcecommerce.com/eprocn/rbi/</a>) के माध्यम से पूरी की जाएगी। सभी योग्य और इच्छुक बोलीदाताओं (bidders) को ई-निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लि. में पंजीकरण करना होगा। ई-निविदा की संक्षिप्त जानकारी तथा समय-सारणी निम्नानुसार है:

_		_
क्र		विवरण
1	ई-निविदा सं.	RBI/RAIPUR REGIONAL OFFICE/HRMD/2/25-26/ET/353 [Fire Party Services]
2	ई-निविदा का माध्यम	ई-निविदाकरण प्रणाली ( <u>www.mstcecommerce.com/eprocn/rbi/</u> ) के माध्यम से ऑन-लाइन भाग। – तकनीकी बोली और भाग॥ - मूल्य बोली)
3	कार्य का नाम:	अटल नगर नवा रायपुर स्थित बैंक कार्यालय भवन में अग्निशमन कर्मचारियों की सेवाएं प्रदान करने के लिए वार्षिक सेवा अनुबंध
4	अनुमानित लागत	₹45 लाख वार्षिक, यानि ₹28.00 लाख, 07 महीने के लिये, सितम्बर 01, 2025 से मार्च 31, 2026 तक (सभी लागू करों सहित), या मार्च 31, 2026 तक (बैंक आपूर्तिकर्ता को व्यवसाय शुरू करने के लिए कम से कम सात (7) दिन पहले लिखित सूचना देगा)
5	i) बयाना जमा राशि (ईएमडी),	₹56,000/- एनईएफटी के माध्यम से जमा करना है। जमा पश्चात एनईएफटी का ब्यौरा तकनीकी बोली के साथ प्रस्तुत करना होगा
	ii) निविदा शुल्क	कुछ नहीं



6	लेन-देन शुल्क	कुल अनुमानित लागत का ०.०५% + १८% जीएसटी
		का भुगतान एमएसटीसी पेमेंट
		गेटवे/एनईएफटी/आरटीजीएस के माध्यम से
		एमएसटीसी लिमिटेड के पक्ष में या मेसर्स
		एमएस्टीसी लिमिटेड द्वारा सलाह के अनुसार किया
		जाना है।
7	निष्पादन गारंटी	वार्षिक लागत (अर्थात ₹45 लाख) का 05% (सफल
		बोलीदाता द्वारा प्रस्तुत किया जाना है)
8	निविदा आमंत्रण सूचना (एनआईटी) की	31 जुलाई, 2025, 15:00 बजे से
	तिथि बोलीदाताओं के लिए डाउनलोड	
	हेतु उपलब्ध	
9	बोली-पूर्व बैठक (ऑफलाइन)	11 अगस्त, 2025 सुबह 11.00 बजे
10	वेबसाइट <u>http://mstcecommerce.co</u>	07 अगस्त, 2025 सुबह 11.00 बजे से
	m/eprocn/rbi/ पर ऑनलाइन	
	तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की	
	तिथि	
11	ईएमडी जमा करने की अंतिम तिथि	21 अगस्त, 2025 15:00 बर्ज तक
12	तकनीकी बोली और मूल्य बोली प्रस्तुत	21 अगस्त, 2025 15:00 बजे तक
	करने के लिए ऑनलाइन ई-निविदा के	
	बंद होने की तिथि	
13	भाग-। (अर्थात तकनीकी बोली) खोलने	21 अगस्त, 2025 16:00 बजे
	की तिथि और समय	
	भाग-॥ अर्थात मूल्य बोली खोलने की	भाग-॥ अर्थात मूल्य बोली को खोलने की तिथि की
	तिथि और समय	सूचना अलग से दी जाएगी।
14	निविदा की वैधता	निविदा के भाग-। के खुलने की तिथि से तीन माह
	•	

क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक, रायपुर



# RESERVE BANK OF INDIA RAIPUR

## E-Tender for Providing services of Fire Staff at Bank's Office Building at Sector-24, Atal Nagar, Nava Raipur

Reserve Bank of India, Raipur invites e-tender in two parts (Part I – Techno- commercial Bid & Part II – Price Bid) for providing services of Fire Staff at Bank's Office Building located at Sector-24, Nava Raipur under Annual Service Contract from eligible firms/contractors fulfilling the pre-qualification criteria.

The contract will be effective from the date of agreement and initially will be valid up to March 31, 2026 and may be extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods or parameters as the Bank may decide.

Estimated cost of the work	Earnest Money Deposit
₹28,00,000/- (inclusive of GST 18%) for 07 Months i.e. from September 01, 2025 to March 31, 2026 or up to March 31, 2026 (the Bank shall provide the Supplier with at least seven (7) days' prior written notice for the commencement of business)	₹56,000/- (2% of estimated cost i.e. ₹28 Lakh)

The last date for submission of e-tender is August 21, 2025 up to 15:00 hrs. For further details, please visit "Tender" section at website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> and for uploading the tender please visit and register on MSTC website at <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>. Please also note that further Addendum/ Corrigendum will only be published on RBI website.

Place: RAIPUR Date: July 31, 2025

> Regional Director Reserve Bank of India RAIPUR



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### **DISCLAIMER**

Reserve Bank of India, Raipur, 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.



#### **RESERVE BANK OF INDIA**

#### **RAIPUR**

Reserve Bank of India, Raipur invites e-tender in two parts (Part I – Techno- commercial Bid & Part II – Price Bid) for Annual Service Contract for Providing services of Fire Staff at Bank's Office Building from eligible firms/contractors fulfilling the pre-qualification criteria. The contract will be initially valid up to March 31, 2026 and may be extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods/ parameters as the Bank may decide.

## **SCHEDULE OF TENDER (SOT)**

S. N.	Item	Details
1	E-Tender no.	RBI/RAIPUR REGIONAL OFFICE/HRMD/2/25-26/ET/353 [Fire Party Services]
2	Mode of Tender	At MSTC website through e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) only Link/ लिंक- <u>www.mstcecommerce.com/eprocn</u>
3	Name of Work:	Annual Service Contract for Providing services of Fire Staff at Bank's Office Building at Atal Nagar, Nava Raipur
4	Estimated Cost	₹45 lakhs annually i.e. approximately ₹28,00,000/- (Rupees Twenty-Eight Lakhs Only) for 07 Months i.e. from September 01, 2025 to March 31, 2026 (inclusive of all applicable taxes) or up to March 31, 2026 (the Bank shall provide the Supplier with at least seven (7) days' prior written notice for the commencement of business)
5	i) Earnest Money Deposit (EMD)	₹56,000/- (Rupees Fifty-Six Thousand Only)  NEFT only. The details of transaction have to be provided with Technical Bid.
	ii) Tender Fees	Nil

6	Transaction Fee	0.05% of total estimate cost of estimated cost plus GST @18% to be paid through MSTC Payment gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd
7	Performance Guarantee	5% of the Annual contract value i.e. ₹45 lakh (to be submitted by the successful bidder)
8	Date of Notice Inviting Tender (NIT) available to parties to download	July 31, 2025, 1500 Hrs. onwards
9	Pre-Bid Meeting (Off-line)	August 11, 2025 at 11:00 Hrs. at RBI, Sector-24, Nava Raipur
10	Date of starting of e- Tender for submission of online Techno- Commercial Bid	August 07, 2025 at 11:00 Hrs. onwards
11	Last date of submission of EMD.	August 21, 2025 up to 1500 Hrs.
12	Date of closing of online e-tender for submission of Techno-Commercial Bid	August 21, 2025 up to 1500 Hrs.
13	Date & time of opening of Part-I: Techno- Commercial Bid	August 21, 2025 up to 1600 Hrs.
	Date & time of opening of Part-II: Price Bid	Date of opening of Part - II i.e., price bid shall be informed separately to all the eligible bidders in Part-I by e-Mail
14	Validity of the tender	Three months from the date of opening of the PART-I of the Tender

**Note:** Tenderers may please note that any amendments / corrigendum to the Tender, if issued in future, will only be notified on the website of RBI and will not be published in the newspaper.

Regional Director Reserve Bank of India Raipur

#### Section-B

#### **OFFER LETTER**

Place: _	 	
Date:		

Regional Director,

Reserve Bank of India

Nava Raipur-492101

Sir/Madam,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached price bid and in accordance in all respects with the specifications and instructions in writing referred to in the Articles of Agreement, General Conditions of the Tender, Schedule of Quantities and Terms & Conditions of Contract with such services and materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

## Memorandum

(a)	Description of work	Annual Service Contract for Providing services of Fire Staff at Bank's Office Building at Atal Nagar, Nava Raipur
(b)	Estimated cost	Approximately ₹ 28,00,000/- (Rupees Twenty-Eight Lakh Only)
(c)	Earnest Money Deposit (EMD)	₹ 56,000/- (Rupees Fifty-Six Thousand Only) (bears no interest)
(d)	Validity of Contract	From September 01, 2025 to March 31, 2026 or up to March 31, 2026 (the Bank shall provide the Supplier with at least seven (7) days' prior written notice for the commencement of business) to be renewed for a maximum period of two

		years i.e. up to March 31, 2028, based on satisfactory performance.
(e)	Performance Guarantee	5% of the Annual contract value i.e. ₹45 lakh (to be provided in the form of Bank Guarantee by the successful Agency)

- 2. We undertake to deposit a sum of ₹56,000/- (Rupees Fifty-Six Thousand Only) as Earnest Money with the Reserve Bank of India at the time of submitting the e-Tender documents which amount is not to bear any interest. We do hereby agree that this sum shall be forfeited by the Reserve Bank of India. We also agree to keep the Bank Guarantee towards performance guarantee valid during the entire period of tender.
- 3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I 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.
- 4. I/We hereby agree to abide by and fulfil all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
- 5. I/We understand that Reserve Bank of India reserve the right to accept or reject any or all of the tender either in whole or in part without assigning any reason thereof.
- 6. The Tender is submitted in two parts. Part I contains all commercial terms & conditions, technical particulars, EMD and Part II contains only the price bid in the Bank's proforma.
- 7. I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
- 8. Our bankers are (full address):

i)	
ii)	

9. The names of partners of our firm, if any:

i)	
ii)	

Name of the partner of the firm authorized to sign

OR

Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractor

Signatures and addresses of witnesses:

	Signature	Address
(i)		
(ii)		





### **RESERVE BANK OF INDIA**

### **RAIPUR**

(Only through e-procurement)

भाग- I / PART- I

## E-Tender for Providing services of Fire Staff at Bank's Office Building at Atal Nagar, Nava Raipur

निविदाकर्ता का नाम/ Name of Tenderer:		
पता / Address		
लैंडलाइन / Landline		
मोबाइल नं. / Mobile no		
ईमेल आईडी / Email id		
वेबसाइट एड्रेस, यदि हो / Website address if any		
Last date & time for Submission	August 21, 2025 up to 1500 Hrs.	
Pre-Bid meeting	August 11, 2025 at 11.00 Hrs.	
Validity of the tender	Three months from the date of opening of the PART- I of the Tender	
Cost of Application form/ Tender	Nil	



# Section-C <u>The Conditions Hereinafter Referred To Interpretation Clause</u>

In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	"Bank"	Shall mean The Reserve Bank of India and shall include its		
(1.)	"O 1 1 "	assigns and successors.		
(b)	"Contractor"	"Contractor" shall mean Firm trading in the name and style of		
	(in the case of a	providing fire staff services having a place of business at		
	partnership)	RAIPUR, Chhattsigarh and shall include the partners for the time		
		being of the said firm and the legal representatives of a deceased		
		partner.		
	(in the case of	"Contractor" shall mean Shri		
	individual)	in the name and style of providing fire staff services and shall		
	/' II 6	include his heirs, successors and legal representatives.		
	(in the case of	"Contractor" shall mean Company, a company incorporated		
	Company)	under Companies Act, 2013 or under any previous company law		
		and having its full-fledged service setup at RAIPUR,		
( )	"O'' "	Chhattsigarh and shall include its successors and assigns.		
(c)	"Site"	Shall mean the site of the Contract Works including common		
		peripheral area thereon and any other land (inclusively) as		
( 1)	"TI: O 1 1"	aforesaid allotted by the Bank for the Contractor's use.		
(d)	"This Contract"	Shall mean the Articles of Agreement, the Special Conditions,		
		the Conditions, the Appendix, the Schedule of Quantities and		
(-)	((Tl?)	Specifications, etc. attached hereto and duly signed.		
(e)	"Tender"	E-Tender being followed by		
<b>(£</b> )	"Davida	https://www.mstcecommerce.com		
(f)	"Bank's	The term "Bank's Officer/Caretaker" shall mean the person		
	Officer/Caretaker"	appointed and paid by the Bank to inspect the works. The		
		Contractor shall afford the Bank's Officer/Caretaker every facility		
		and assistance for inspecting the works. Neither the Bank's		
		Officer/Caretaker nor any representative of the Bank shall have		
		power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work,		
		additions, alterations, deviations, or omissions, or any extra work		
		whatever, except in so far as such authority may be specifically		
		conferred by a written order of the Bank's Officer with the prior		
		concurrence in writing of the Bank.  The Bank's Officer/Caretaker or any representative of the Bank		
		shall have power to give notice to the Contractor or his		
		representative of non-approval of any work or materials and such		
		work shall be suspended or the use of such materials shall be discontinued.		
		diocontinuou.		



(g)	"Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.
(h)	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(i)	"The works"	Shall mean the Annual Service Contract for Providing services of Fire Staff at Bank's Office Building at Atal nagar, Nava Raipur as provided herein.



#### Section-D

#### Important Instructions Regarding E-tender

Bidders are requested to read the important instruction on e-tendering process as given below and the Terms & Conditions of this tender given in subsequent pages before submitting your 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 and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a personal computer/laptop 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 <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>

Vendors are required to register themselves online following the below given process/link.

<u>mstcecommerce.com</u> → e-Procurement →New Common Portal→Register as Vendor→Filling up details and creating own user id and password → Submit.

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI or MSTC, (before the scheduled time of the e- tender).

## Contact Details (MSTC) for further enquiries/assistance:

- i) Shri Kumaravel R 9946570940 0771-2432481 rpropn1@mstcindia.in
- ii) Google hangout ID- (for text chat) <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a>
- iii) Shri Rajrohit Khalko Mobile 9127754867 <a href="mailto:rrkhalkho@mstcindia.co.in">rrkhalkho@mstcindia.co.in</a>
- iv) Help Desk 7969066600 (HO helpdesk) helpdesk@mstcindia.co.in Office-0771-2432481

Contact Persons: RBI, HRMD, Raipur Regional Office:

i) Shri Amitesh Singh, AGM – <a href="mailto:hrmdraipur@rbi.org.in">hrmdraipur@rbi.org.in</a>

Contact No. 0712- 2244245/9752323911

ii) Shri Pavnesh Singh, AM(SEC)- pavneshsingh@rbi.org.in

Contact No. 8630952877

ii) Shri Deepak Wahurwagh, AM – dmwahurwagh@rbi.org.in

Contact No. 8793488528



## B) System Requirement:

Windows 7 or above Operating System

Latest Google Chrome, Mozilla or Microsoft Edge Internet browser.

Valid Class-III Digital Signature both Signing & Encryption type Certificate

Java Runtime Environment (JRE) 1.8 (विंडोस x86 ऑफ़लाइन) सॉफ्टवेयर Latest updated Java Runtime Environment (JRE) 1.8 (Windows x86 Offline) software to be downloaded and installed in the system.

- To apply the required system settings for using MSTC e-procurement portal, kindly install PKI application while referring to the <u>system settings guide</u> provided by MSTC.
- The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>. Tenders will be opened electronically on specified date and time as given in the Tender.
- 4 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

## 5 **Special Note towards Transaction fee:**

Transaction fees is the portal usage charges levied by the MSTC for using their portal for participating in the e- tendering process.

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.



<u>Transaction fee is non-refundable</u>. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

<u>NOTE</u>: 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.

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

### 8 | Bidding in e-tender:

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.

The process involves Electronic Bidding for submission of Technical and Commercial Bid.

The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website  $\underline{\text{www.mstcecommerce.com}} \rightarrow \text{e-procurement} \rightarrow \text{New Common Portal} \rightarrow \text{Login} \rightarrow \text{My menu} \rightarrow \text{Auction Floor Manager} \rightarrow \text{live event} \rightarrow \text{Selection of the live event}$ 

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 does not run, the vendor will not be able to save/submit his Technical bid

After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active. The same has to filled and vendor should click on "save" to record their Commercial bid. Once both Technical bid & Commercial bid have been saved, the vendor can click on the "Final submission" button to register their bid

Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.



During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

All electronic bids submitted during the e-tender process shall be legally binding on the vendor. A 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 the Buyer and the Vendor for execution of supply.

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

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

No deviation in 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.

- Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 10 No deviation in the technical and commercial terms & conditions are allowed.
- 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.
- Vendors are requested to read the VENDOR GUIDE and see the video in the page <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> to familiarize themselves with the system before bidding.



#### Section-E

## Eligibility Criteria for participating in the e-Tender

- 1. Reserve Bank of India, Raipur invites e-Tender in two parts for Annual Service Contract for Providing services of Fire Staff at Bank's Office Building at Raipur at an estimated cost of approximately Rs. 28 Lakhs inclusive of all taxes.
- 2. Only Company/Firm/Agency who fulfill the following per-qualification criteria are eligible to apply:
  - A. having experience in field of providing services of Firefighting staff for at least five years (The applicant should have undertaken at least one similar work on or before March 31, 2020) and have executed similar work during previous five years (Work orders and work completion certificates submitted in support of work executed must be issued on or after April 01, 2020) as follows:
    - i. At least 3 works of value not less than ₹15 lakhs per annum

Or.

ii. At least 2 works of value not less than ₹23 lakhs per annum

Or,

- iii. At least one work of value costing not less than ₹45 lakhs per annum.
- B. Annual turnover for each of the last 3 years (Income Tax Year) i.e. 2021-22, 2022-23, 2023-24 (Audited balance sheet duly certified by a Charted Accountant or turn over certificate from a CA along with copies of ITRs shall be submitted) and FY 2024-25 (if applicable) should not be less than ₹ 45 lakhs.
- C. Must be solvent/ financially sound for carrying out the contract for works estimated to cost ₹45 Lakhs.
- D. Preferrably having a full-fledged service setup at Raipur.

All contractors fulfilling these criteria may apply for membership of MSTC entering web-portal as indicated in Section I of the tender and submit the documentary proof in the captioned criteria at the time of uploading of tender document.

3. The intended contractors should invariably furnish, the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process along with the tender form.



क्रं. S. No.	Information	Documents to be submitted
(a)	Composition of the firm	Full particulars in format prescribed under Annexure- II (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partners copy of the Articles of Association/ Power of Attorney/ Attorney/ another relevant document.
		In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es)' etc are required to be submitted.
		Registration Certificate of the Establishment issued by the relevant authority, Copies of E.P.F. Registration Certificate and E.S.I Registration Certificate and applicable tax registrations, viz., PAN, TAN, GST, etc. should be submitted.
(b)	Work experience and completion of similar work of specified value during the specified period.	The Applicant should submit documentary evidence in support of minimum experience of 05 years of carrying out similar work (The applicant should have undertaken at least one similar work on or before March 31, 2025. Accordingly, Work orders issued before March 31, 2025 must be submitted in support of adequate work experience).
		Documentary evidence for having successfully completed qualifying works (of value as indicated under 2. A. i, 2.A.ii or 2.A.iii above and of similar



		nature) during last 05 years.
		Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work completion experience.
		The details along with documentary evidence of previous experience, if any, of carrying out Works for the Reserve Bank of India at any center, should also be given.
		Bank reserves the right to verify work experience claims made by bidder by nominating its representative for site visit.
(c)	Details of the completed work	The client-wise names of work(s), year(s) of works execution of work (s), awarded and actual cost(s) of executed work(s), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in format prescribed under Annexure- I.
(d)	Client Certificates	Tenderers are informed that they have to submit Client certificates in format as prescribed under (Annexure V) for each of the Prequalification work/s  Work orders and work completion certificates submitted towards qualifying works to fulfil the eligibility criteria of having completed minimum values of work as per para 3(b) above have to be necessarily supported with Client certificates.
		Client certificate will be accepted only when it is Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU and is supported by adequate proof of payments received by the contractor for the work done by them.



		Client's report issued by private organization shall be accompanied by TDS Certificates.
		All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person.
		Applications/tenders received without certificates specified in the specified format will be rejected and Bank reserves the right to verify the submitted certificates independently. The Bank also reserves the right to obtain reports on the past performance of the tenderer from his clients.
(e)	(es) of the clients and	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e- mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(f)	contractor and their	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders/ Income Tax Returns along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(g)	Name(s) and address (es) of the bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details like names, postal addresses, e- mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in format prescribed under Annexure- VI.
(h)	Details of the bank accounts	Full particulars of their bank accounts, like account no., type, when opened etc., should be given.



(i)	Banker (Solvency) certificate	Should submit solvency certificate in format prescribed under Annexure-VII issued by applicant's Banker specifically for the purpose of this work, for a minimum amount of ₹45,00,000/ Solvency certificate issued by any Scheduled Bank is acceptable.  The Bank reserves the right to obtain reports on the past performance/ solvency of the tenderer from his bankers.
(j)	Service setup	Valid document in support of having preferrably full-fledged service setup/ back office/ administrative office in Raipur (wherefrom required support in terms of manpower and supervision are provided during the contract period for the specified job).
(k)	Legal/ statutory Approvals	Tenderers should furnish an undertaking declaring that they have obtained all the required legal/statutory approvals for carrying out this business at Raipur (if service setup/back office/administrative office in Raipur) along with all relevant valid documents.
(1)	Conviction in a court of law/ Debarment by any Public Institution(s)/ Pending Civil Suits	The tenderer shall have to submit an Undertaking in format prescribed under Annexure-VIII declaring that they have not been convicted in a Court of Law. This shall include declaration of having been debarred/suspended/blacklisted by any public institution/entity in India or any other country on any grounds. The tenderer shall provide details if any civil suit is pending in any of the works executed.  Concealment of facts and subsequent detections may lead to annulment of the contract / rejection of the bid forthwith.

- 4. In the exceptional cases such as merger, acquisition, takeover etc., the intending tenderer may submit all the relevant documents for seeking any exemption/ deviation that it requests the Bank to consider. The Bank is not bound to accept such requests and reserves its right to allow or reject such exemptions/ deviations. The Bank's decision in this regard shall be final.
- 5. Intending tenderers need to upload relevant documents supporting their eligibility criteria and scanned copy of Earnest Money Deposit (NEFT statement) along with Techno-commercial bid (Part-I) of the tender.



6. Earnest Money Deposit (EMD) of ₹56,000/- (Rupees Fifty-Six Thousand Only) shall be deposited through NEFT.

The account details for NEFT transactions are as under:

Beneficiary Name	Reserve Bank of India, Raipur	
IFSC	RBIS0RPPA01 (5 <sup>th</sup> and 10 <sup>th</sup> digit is zero)	
Account No	186003001	

The tenders not accompanied by the Earnest Money Deposit as prescribed in the tender, shall be treated as Non-Bonafide tender and shall not be considered for acceptance.

- 7. In the event of intending tenderers failure to satisfy the Bank with regard to the above requirements, Bank reserves the right to reject his offer even after opening of Part-I of the tender and Part-II of the rejected tender will not be opened.
- 8. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. In such case, Part-II of the rejected tender will not be opened and EMD deposited by the concerned tenderer shall be returned. The Bank is not bound to assign any reason for doing so.
- 9. A bidder is liable for debarment/disqualification from bidding on the following grounds:
  - A. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

i.

- a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) obstruction of any investigation or auditing of a procurement process.
- h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- ii. failed to disclose conflict of interest.



- iii. failed to disclose any previous transgressions made in respect of the provisions of sub- clause 9 (A) (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
- B. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of substandard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
- C. If the bidder has been convicted of an offence- (al under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

Signature of tenderer with seal			
Address:			
Date:			



#### Section-F

### **Bid Evaluation Criteria**

#### 1. Techno- Commercial Bid (Part- I) Evaluation

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder on MSTC.
- b. Bank may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders.
- c. Failure on the part of the bidder to provide such clarification/information/document within the stipulated time, may entail cancellation of the bid of such bidder.
- d. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered.
- e. The Client's request for clarification and the response shall be in writing through post or email.

## 10.2 Price Bid (Part- II) Evaluation

- a. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned in "Eligibility Criteria for participating in the tender" of tender document and provide documentary proof on MSTC in respect of the same.
- b. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Bank may, at its discretion, ask any bidder for a clarification of its bid.
- c. The clarification so called, should be given with detailed price analysis containing the cost of all the tools, equipment, machines, liveries, compliance of statutory requirements (Contractor All Risk Insurance, Third Party Liability Insurance, workmen compensation Act, Bonus Act (if applicable) etc.) and other administrative charges etc. required to complete the work) and should be supported with quotations received from the suppliers/ providers of the above-mentioned goods and services.
- d. On scrutiny of the clarification so submitted, if the rates quoted by the tenderer are found not workable/ feasible, the Bank reserves its right to summarily reject such tender.
- e. Failure on the part of the bidder to provide such clarification within the stipulated time, may entail cancellation of the bid of such bidder.
- f. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.
- g. The Client's request for clarification and the response shall be in writing through post or email.
- h. Price Bids shall be evaluated based on the rates quoted as percentage of the Fixed Rates mentioned in Part- II of the tender document.
- i. No deviation will be allowed on the fixed rates already mentioned by the Bank in the tender. Tenders having quoted rates below the prescribed minimum wages rates shall



- be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.
- j. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- k. In case two or more tenderers become the lowest, for the purpose of selection of successful bidder, the tenderers becoming lowest bidders will be evaluated on the basis of following criteria:

## Criteria 1- Past Experience (in field of providing services of firefighting staff)

(Evaluation will be done based on the oldest work order / agreement pertaining to providing services of firefighting staff submitted by the bidder along with Part-I of the tender)

5-10 years	10 Marks
10-15 years	15 Marks
15-20 years	20 Marks
> 20 years	25 Marks

## **Criteria 2- Average Turnover of Previous Three Financial Years**

(Evaluation will be done based on Turnover certificates, ITRs, Profit & Loss and Balance statement for the last 3 financial year duly certified by a Chartered Accountant submitted by the bidder along with Part- I of the tender)

-	-
45 Lakh - 1 Crore	10 Marks
1 Crore - 2 Crore	15 Marks
2 Crore - 5 Crore	20 Marks
> 5 Crore	25 Marks

#### **Criteria 3- Number of Manpower on Rolls**

(Bidders will be required to provide this information along with latest EPF/ ESIC statement in support of their claim whenever asked for)

10- 25	10 Marks
26- 50	15 Marks
51- 75	20 Marks



> 76	25 Marks		
Criteria 4- Number of Similar works in hand			
(Bidders will be required to provide this information along with work order/			
agreement, TDS certificates and Bank statement showing receipt of payment			
against the claimed work, whenever asked for)			
1-3	10 Marks		
4-5	15 Marks		
5.40	20 Marks		
5-10	20 Marks		
> 10	25 Marks		
	25		

Upon evaluation of the lowest bidders based on the above criteria, the bidder with the highest marks will be declared successful in the tender process. However, Bank's decision in this regard will be final and it shall not be open to arbitration.

- I. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself, the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- m. The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part I (Technical Bid), 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.
- n. In case the Tenderer withdraws the bid during the validity period, the EMD furnished by the Tenderer shall be forfeited by the Bank.

I/We hereby declare that I/we have read and understood the Bid Evaluation Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

me/us.		
Signature of tenderer with seal		
Address:		
Date:		



## **Section-G**

## **Articles of Agreement**

## (Bank reserves the right to further modify/revise/change the content of the agreement)

This AGREEMENT is made at Raipur on this day of, Two Thousand Twenty-Five between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Raipur, Chhattisgarh. (hereinafter called "the Bank") on the one part and (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at (hereinafter called "the Contractor") represented by
AND WHEREAS the Bank has intention of engaging a contractor for Annual Service Contract for Providing services of Fire Staff at Bank's Office Building of Reserve Bank of India, Raipur has caused requirements and specifications describing the works to be done to be prepared by or under the direction of Bank's Manager.
AND WHEREAS the Bank had called for tenders from eligible contractors for the work of Annual Service Contract for Providing services of Fire Staff at Bank's Office Building at Raipur as indicated in the scope of work and other documents attached to the tender.
AND WHEREAS the said conditions have been signed by or on behalf of the parties hereto.
AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein, and to the General Instructions to Tenderers' and Special Conditions of the Contract, Terms and Conditions of Contract, Scope of Work and Schedule of Quantities set forth in the tender document, (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon in the said Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").
NOW IT IS HEREBY AGREED AS FOLLOWS
1. This agreement will come into effect from and will remain in force up to March 31, 2026 and annually extendable up to two more years, subject to mutual consent of both parties, satisfactory services rendered by the Contractor, unless it is terminated as per the terms hereinafter contained. The renewal of the contract can be done after the expiry of the contract period, on an annual basis, on the same terms and conditions. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties. Also, during annual renewal as well as whenever the notification regarding increase in minimum wages payable to for employees employed in Watch and ward duties is issued by Office of Chief Labour Commissioner,



Ministry of Labour& Employment, Government of India under the provision of Minimum Wages Act 1948, escalation/increase will be given in the contract value as per the revised minimum wages.

- 2. The charges of Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_ only) will be inclusive of manpower and materials required for uniform articles to the fire staff employed etc. and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily, subject to statutory deductions.
- 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.
- 4. The charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- 5. The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.
- 6. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.
- 7. The term "Bank's Manager/Manager/Manager-in-Charge" in the said Conditions shall mean the officer entrusted or any other successor of the Bank nominated by the Bank for that purpose will function as "Bank's Manager/Manager/Manager-in-Charge".
- 8. The Reserve Bank of India will administer and arrange for supervision of works through the Bank's staff including certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract, execution of the work, quality of work.
- 9. 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.
- 10. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
- 11. All payments by the Bank under this Contract will be made only at Raipur.
- 12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Raipur and only Courts in Raipur shall have jurisdiction to determine the same.
- 13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for



the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Manager.

- 14. Non-Disclosure Clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's 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 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 nondisclosure 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."
- 16. Compliance under Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- 17. The Contractor / Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Contractor and the Contractor / Contractor shall ensure appropriate action under the said Act in respect of the complaints.
- 18. 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.
- 19. 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.



- 20. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- 21. The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized 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 here of to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a company.

Signature Clause

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

(Name and designation)
In the presence of
(1)

Address

(2)

Address

Witness



SIGNED AND DELIVERED by In the presence of

(1)

Address

(2)

Address Witness

If the party is partnership firm or an individual should be signed by all or on 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 in the presence of

(1)

(2)

Directors who have signed these presents in token thereof in the presence of

(1)

(2)

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

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

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



#### SECTION - H

## General Instructions to Bidders and Special Conditions of the Contract

Tender in prescribed form shall be submitted in two parts i.e., Part-I and Part-II.

- 1. Part I of the tender, <u>for Providing services of Fire Staff at Bank's Office</u> <u>Building at Atal Nagar, Nava Raipur</u> shall be submitted containing the following:
  - (i) The Tender Document (including all its corrigendum, addendum etc.) issued by the Bank duly stamped and signed
  - (ii) Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the tender documents.
  - (iii) Any other technical information the tenderer wishes to furnish.
  - (iv) The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarification/ covering letter, while tendering for the work, he will have to submit the same along with the Part I.
- 2. Only those proprietorship firms/partnership firms/companies with requisite years of experience in related trades are eligible to participate in e-Tendering.
- 3. Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.
- 4. The tenderer must obtain for himself or his own responsibility and at his own expense all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work and the matters pertaining thereto. The Bank's decision in such cases shall be final and shall not be open to arbitration.
- 5. The rates of service charge quoted in the tender shall be exclusive of GST and shall be for the complete job including materials, labour, tool and equipment's required at site for all the locations, Buildings, floors, etc. The rate of service charge shall also include wages and allowances paid to the workers by the contractor over and above the rates specified under the minimum wages, any other taxes (except GST), duties, levies on work's contract by Central Govt. or State Govt. or any other authorities. The rates of service charge shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever, except for changes if any in the statutory minimum wages announced by the Government of India under the Minimum Wages Act. The rates of service charge shall also include



transportation, loading and unloading, freight charges, transit insurance, Workmen Compensation policy, Contractors All Risk Policy, Third Party Liability Insurance, Bonus payment to vendors (if applicable) etc.

- 6. The payment shall be made on monthly basis (by credit to bank account through NEFT only) after satisfactory completion of the work duly acknowledged by the concerned official and certified by the Caretaker/Bank's Officer.
- 7. **Part II** of the tender will contain no conditions but only the Price Bid in the Schedule of Quantities titled Annual Maintenance Contract for Providing services of Fire Staff at Office Building of Reserve Bank of India, Atal Nagar, Nava Raipur.
- 8. The prices indicated in Part-II of the tender are in Indian Rupees only. The rates are to be quoted strictly as percentage of the Fixed amount indicated in the price bid. Quotations received in any other format will be summarily rejected.
- 9. **Information gathering & Site Inspection:** The tenderers may obtain at their own responsibility and expenses all the information which may be necessary and also inspect the site of work for the purpose of making tender and for entering into a contract.
- 10. **Rates:** The Bank reserves the right to adjust arithmetical or other errors in the tender in accordance with the following general rules. In the event of discrepancy between words and figures quoted, the description in words shall prevail. Similarly, in the event of an error in the amount column arising as a result of wrong product extension, the unit or item rates shall be regarded as firm and extension amended accordingly.
  - a) Rates shall be quoted both in figures and in words in columns specified. If rate for any item is not mentioned in the tender therein, the tender will be rejected. No advice whatsoever especially on any change in rate, specifications or conditions after opening of Part II of the tender will be entertained.
  - b) The rates shall also be firm and be valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in freights charges or any conditions whatsoever.
  - c) The rates quoted in the tender shall include all charges. Tenderers must include in their rates Goods and Service Tax and any other prevailing taxes, royalties and duty levied by the Central Government or any State Government or local authority, if applicable. No separate claim in respect of Goods and Service Tax and any other tax, duty or levy whether existing or future shall be entertained by the Bank.
- 11. **Job Work on Lump Sum Basis:** The Contractor shall note that unless otherwise stated, the tender is strictly on Job Work on Lump Sum Basis and his/her attention is drawn to the fact that rates for each and every Job should be correct, workable and self-supporting. The quantities in the Part–II of tender approximately



indicates the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Claim in such case shall be entertained on pro rata basis.

12. **Tender Format:** The tenderer shall use only the format uploaded on MSTC by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void. Quotations (as percentage of the fixed amount) are strictly to be submitted online in MSTC portal. Quotations received in any other format will be summarily rejected.

## 13. **Opening of Tender:**

- a) Part-I of the tenders will be opened on August 21, 2025 at 16:00Hrs (If this day falls to be a holiday, tenders will be opened on the next working day of the Bank) on MSTC website
- b) It is not incumbent on the Bank to accept any additional condition given by the tenderer, the tenderers shall withdraw all his conditions which are not acceptable to the Bank.
- c) The Bank reserves the right to reject offer even after opening Part I or Part-I as well as Part II of the tender.
- d) Part-II of the tender will be opened on a subsequent date, which will be intimated to the tenders in advance.
- 14. Last Date: Tenderers should clearly indicate on each copy of the tender under their full signature. No tender will be received after August 21, 2025 at 15:00Hrs under any circumstances whatsoever.
- 15. **Disqualification Missing & Unsigned documents:** The tender form (including all the annexures) must be filled in English or in Hindi. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- 16. **Right to Accept or Reject:** The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may and has a right to modify/ withdraw the tender.
- 17. **Validity of Tender**: The Tender along with Part-II shall remain valid initially for a period of 03 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.
- 18. **Broad Scope of Work:** The scope of work shall be as detailed in Schedule of



Quantities of the tender document.

19. Lowest Tender Not Necessarily to Be Accepted: The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance of any tender. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

#### 20. Earnest Money and Performance Guarantee during contract period.

- a) Tenderers shall pay as Earnest Money a sum of ₹56,000/- by NEFT drawn in favor of the Reserve Bank of India, Raipur. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or cheque. On award of contract, the successful tenderer shall furnish an amount equal to 5% (five percent) of the contract value in the form of a Performance Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The earnest money deposit submitted by successful tenderer shall be returned within one month of award of work post submission of the Performance Bank Guarantee. The Performance Guarantee towards security deposit shall be valid for the entire contract period plus an additional claim period of at least six months after completion of the contract.
- b) All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the security deposit/performance bank guarantee, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.
- 21. **Terms of Payment:** The payment for the works to be executed under this contract shall be made on a monthly basis through NEFT on receipt of bill from the contractor and no variation in the mode of payment will be acceptable to the Reserve Bank of India. The amount payable will be on actuals/ pro-rata basis subject to satisfactory service, net of any recoveries for deficiency in services, imposed as per the provisions of this contract. The bill should be submitted as per GST format. Copy of following documents for a particular month duly certified by the firm to be submitted along with bill for payment:
  - i. Certified copy of attendance register.
  - ii. Report of work done signed by the assistant caretaker / caretaker / assistant manager / security officer
  - ii. Bank statement showing payment of minimum wages (payment to labour / workmen shall be paid directly to their bank account).
  - iv. Documentary evidence indicating the payment made towards PF/ESI, if applicable.



v. Any other logbooks/ document as directed by Protocol & Security Establishment.

It may be noted that the contractor will first make the payment of wages to the labourers/ workers and then submit the Bill for reimbursement of the same along with the proof of remittance of wages to the workers. No advance payment will be made to the contractor under any circumstances.

- 22. The tenderer should submit the bill, complete in all manner and supported by relevant documents (with proper authentication and stamp) at the earliest. The payment of the bill to the Contractor will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract.
- 23. **Taxes:** The prices (service charge in percentage of fixed cost) quoted shall be deemed to have included all taxes (except GST), custom duty, excise duty, local levies, works contract tax, Value Added Tax (VAT), service tax etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source (TDS) and a certificate for the same will be issued to the contractor.

#### 24. Insurance

- a) The successful tenderer shall take "all risk (CAR) policy" for the contract value, "third party / public liability " for the contract in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) and "workmen compensation policy" for the workers engaged in the work (Name and location of the work must be mentioned clearly in the insurance policy). The Minimum cover under third party / public liability shall be for a minimum of Rs.2.00 lakh per accident, for up to 5 accidents during execution of work. The Minimum cover under (Workmen Compensation Policy) shall be in accordance with the minimum wages paid to the workman deployed for the fulfilment of the contract.
- b) The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This



clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the bank and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

**Note**: These policies shall be valid till the completion of the work. If the contractor 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 contractor or by revoking PBG.

- 25. **Signing of Contract Agreement:** The General instructions to the tenderers' and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- 26. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 27. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 28. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days there of the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 29. The contractor shall not assign the contract or sublet any portion of the contract to any third party. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit/performance bank guarantee shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.
- 30. Language: The tender including all documents etc. shall be in English/ Hindi.
- 31. **Other Issues:** The Contractor shall carry out all the work strictly in accordance



with the detailed specifications and instructions of the Bank's officials. If in the opinion of the Bank's officials, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Bank, the Contractor shall carry out the same without any extra charge.

#### 32. Settlement of Disputes by Arbitration:

- a) 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 its completion and whether before or after the termination or abandonment or breach of the 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 to any of the excepted matters shall be final and without appeal. But if the Contractor is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall 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 umpire.
- b) 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 excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
- c) 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 proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.
- d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at 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 shall direct by whom and to whom and in what manner the same shall be borne and paid
- e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall



not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

- 33. Compliance of the requirements of the Minimum Wages Act / Rules and Contract Labour (R & A) Act / Rules and other Laws/Rules/Notification as applicable
  - a) The contractor shall be responsible to get himself registered under the Contract Labour (Regulation and Abolition) Act, 1970 / the Contract Labour (Regulation and Abolition) Central Rules, 1971 and other relevant laws, whenever it is required. The Contractor shall follow all the relevant provisions of the Contract Labour (R & A) Act, 1970 and Contract Labour (R & A) Central Rules, 1971, ensure to maintain all the records as prescribed there under and by the Office of the Labour Commissioner (Central).
  - b) The Contractor shall be responsible to make payment to their workmen strictly in accordance with the provisions of the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the Notifications issued there under by the Government of India from time to time. The contractor shall maintain the relevant records with regard to minimum wages as required under the Minimum Wages Act / Rules / Notifications issued by the Government of India from time to time.
  - c) The Contractor shall maintain all the documents, Registers and records as required under the Contract Labour (R & A) Act, 1970 / the Contract Labour (R & A) Central Rules, 1971, Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950, and the relevant labour and general laws/Rules and Notifications and make the same available for inspection by the Bank or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.
  - d) The Contractor shall be responsible to ascertain any changes made applicable in the rates of minimum wages by the Government of India vide their Notification issued from time to time and shall implement the said changes and make payment of wages to their workmen accordingly with immediate effect and maintain all the records updated in this regard and keep the Bank posted with the said development producing the necessary documentary proof without delay.
  - e) The Contractor shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen's compensations Act, Bonus Act (if applicable) etc. and all



Government Liabilities at his/her own cost.

- f) The Contractor shall be responsible for compliance of all the legal requirements as per the prevailing labour laws and other Laws / Rules / Regulations as the case may be and the Bank shall not, in any manner be responsible for any act, omission or commission on part of the Contractor and no claim in this respect will lie against the Bank or his representatives.
- g) The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency, for those workers deployed by the Contractor to execute the contract work in the Bank, must be provided by the selected Contractor/Agency to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.
- 34. **Police Verification** of all Fire staff/ Supervisors deployed the Bank's premises The successful tenderer shall submit the necessary Police Verification Certificate of each fire staff / supervisors deployed at Bank's premises from Local Police Authorities about his antecedents/identity records. The contractor shall provide the police clearance certificate for all the contract staff before employing them in the Bank's premises. Further, renewed Police clearance certificates for all contract staff shall be obtained and submitted to the Bank on annual basis.
- 35. **Qualification Certificate:** The required qualification certificate of each fireman/supervisor deployed at the bank's premises should be submitted to the Bank for verification of the eligibility of fireman/supervisor so deployed.

I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal	
Address:	
Date:	



#### SECTION - I

#### **Scope of Work and Schedule of Quantities**

- **1.** The Agency shall provide total 10 qualified/trained Fire personnel consisting of Fire Consultant/Advisor, Fire Supervisors and Firemen in following composition One Fire Consultant/Advisor in General Shift i.e. during Office Hours, 01 Fire Supervisor and 02 Firemen in three shifts.
- **2.** Fire Consultant/Advisor should work in general shift i.e. 0930 Hrs 1730 Hrs during the working days (Monday-Saturday) and should be available on call on non-working days/holidays.
- **3.** The Agency shall deploy Fire personnel (01 Fire supervisor and 02 Firemen in each shift) in eight hours shift and should work round the clock in three (03) shifts (0600 Hrs to 1400 Hrs, 1400 Hrs to 2200 Hrs, 2200 Hrs to 0600 Hrs) 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 the Bank's general staff, conducting fire drills, liaison with local fire brigade, at Reserve Bank of India, Raipur. Thus, at any given point of time one team of two Fire men and a Fire Supervisor shall be on duty.
- **4.** The eligibility for Firemen and Fire supervisors to be deployed is as given below:
  - a) Fire supervisor should be in possession of Diploma in Fire Safety or Fire Service Engineering with minimum 10+2 pass certificate and will have minimum six years' experience as fire safety personnel in any reputed organization.
  - b) Firemen deputed should be in possession of Diploma in Fire Safety or Fire Service Engineering with minimum 10+2 pass certificate and will have minimum three years' experience as fire safety personnel in any reputed organization.
  - c) Firemen deputed should not be transferred/ changed within one year.
  - d) Fire personnel detailed should be medically and physically fit.
  - e) Any shortfall of manpower due to illness/ other reasons should be made up by deputing a replacement/ reliever. The replacement must also meet the educational qualification, experience criteria, medical and physical standards as specified for the fire staff.
  - f) Absence of deputed person longer than ten days will be treated as replacement



- g) Supporting documents have to be submitted before deputing the fire staff.
- **5.** Agency shall depute one Fire Consultant/Advisor with pre- requisites and job as given below;
  - a) Should be a retired Fire Officer (not below the rank of Asst. Station Officer) from State Fire Department.
  - b) He should be medically fit to perform the assigned duties
  - c) Should be working on a fixed remuneration proportionate to his experience and his remuneration should be higher than the wages paid to fire supervisor.
  - d) Age should not be more than 65 Years
  - e) Should oversee the fire safety activities at the Bank
  - f) Should liaise with local Fire Department and Police Authorities
  - g) Should advise the Bank on latest developments/information on fire safety
  - h) Monitoring the functioning on duty fire staff
  - i) Training the fire staff and Bank's staff at regular intervals.
  - j) To carry out periodical rounds of the Bank's residential premises as directed by Bank's Officer to ensure adequacy of fire safety arrangements in colonies.
  - k) To implement any other specific instructions given by Banks during the course of duties.
  - I) Should preferably have passed Divisional Officer's Course from National Fire Services College, Nagpur.

#### **6.** General Scope of work

- a) Manning of Fire Control Room round the clock.
- b) Check all fire equipment for serviceability at laid down periodicity.
- c) Supervise the work done by the AMC service providers of all firefighting equipment.
- d) Conduct periodic training of Bank 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 inspection of entire premises for identifying fire hazards and removing /taking steps to protect against fire and building code violations.
- j) Check all escape routes and fire lanes daily and ensure they are free of obstacles.
- k) Assist in search and rescue & salvage operation in case of an incident.
- I) Update knowledge of the latest fire-fighting equipment and techniques and to remain aware of current developments in fire services.
- m) Carry out other fire related works as and when assigned by the Bank.
- **7.** For performing the assigned work, the contractor shall deploy medically and physically fit persons. 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 of high integrity and good conduct and shall be conversant in the local language i.e. **Hindi**. In no circumstances, Firemen & Supervisor below 18 years of age should be employed.
- **8.** The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Reserve Bank of India, Raipur shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Reserve Bank of India, Raipur in respect of workers deployed by him.
- **9.** On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assigned work to its personnel in consultation with Officer designated by the Bank, Reserve Bank of India, Raipur, or his nominee. Subsequently, the contractor shall review the work assigned from time to time and suggest Officer designated by the Bank, Reserve Bank of India, Raipur for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the officer designated by the Bank, in this respect from time to time.
- **10.** The Regional Director, Reserve Bank of India, Raipur 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.
- **11.** In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Raipur in this respect. Further, the contractor shall immediately replace the particular person



so deployed on the demand of the Reserve Bank of India, Raipur in case any of the aforesaid acts on the part of the said person.

- **12.** The contractor shall carefully and diligently perform the work assigned to him in consultation with officer designated by the Bank.
- **13.** Preferrably the Agency/Firm should have an office in Raipur. The local representative of the agency/firm should be available in Raipur with some contact telephone numbers and location at all the time.
- **14.** The contractor shall submit details, such as names, parentage, residential address, age, fire qualification certificate 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.
- 15. The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to Reserve Bank of India, Raipur like Contractor's All Risk Insurance, Employee Compensation Insurance, Third Party Liability Insurance etc. and 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; The Minimum Wages Act, 1948 (Central Govt); Employer's Liability Act, 1938; and/or any other rules/regulations and/or statues that may be applicable to them. The contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the contract.
- **16.** The contractor shall be liable for the payment of wages and all other dues to the workers which they are entitled to receive based on Minimum wages as laid down by Central Government and revision thereafter as and when these are revised by Central Government.
- 17. 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, Raipur 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, the Reserve Bank of India, Raipur 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, if any.
- **18.** The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. This register shall be countersigned on daily



basis from Security Officer in charge of fire 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.

- 19. The contractor shall make the payment of wages, etc. to the persons so deployed by account payee cheque or through ECS/NEFT or other electronic media directly in the account of employed persons and shall on demand furnish copies of wage register/muster roll, etc. to the Reserve Bank of India, Raipur, 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, Raipur in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
- **20.** The contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the 'Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". Contractor has to deposit the ESI & EPF contribution locally in RAIPUR only and he has to ensure that all his employees are given ESI Card and EPF Card immediately. Insurance for workmen compensation to be done by the vendor.
- **21.** Reserve Bank of India, Raipur will deduct tax at source and all other statutory taxes/taxes/ charges etc. as applicable from time to time from the amount payable to the contractor.
- **22.** At no circumstances the fire personnel should be deployed in consecutive shifts (double shifts). If it comes to the knowledge of the Bank that the same staff has been deployed in two consecutive duties/shifts, the Bank shall reserve the right to consider the payment and impose a penalty of an amount equivalent to the wages of extra shifts performed in continuation.
- **23.** The Bank may impose penalty at the rate equivalent to wages per day for not providing reliever due to absenteeism. The reliefs provided for more than 10 days will be assumed as regular replacement and will be deployed at RBI Raipur regularly thereafter till directions are issued by the Bank.



- **24.** The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of Reserve Bank of India, Raipur.
- 25. 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, RAIPUR a sum as may be claimed by any person/client.
- **26.** 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, Raipur and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Raipur either explicitly or implicitly.
- 27. The contractor shall keep the Reserve Bank of India, Raipur 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, Raipur is made party and is supposed to contest the case, the Reserve Bank of India, Raipur 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, Raipur on demand. Further, the contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, Raipur in this respect of any nature whatsoever and shall keep Reserve Bank of India, Raipur indemnified in this respect.
- **28.** That any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority. However, Contractor will have the right to appeal to the Regional Director whose decision will be final in the matter.



- **29.** It shall be the responsibility of the contractor to take care of fire safety arrangements in the Reserve Bank of India, Atal Nagar, Nava Raipur premises and report the matter related to fire safety to the designated officer of Reserve Bank of India on immediate basis. It shall be the sole responsibility of the contractor to ensure security and safety of all the fire safety equipment installed at the Bank's premises. He should also take steps, in consultation with Reserve Bank of India, Raipur authorities, to register FIR with police, if required.
- **30.** Effective and close liaison with local fire brigade establishments and daily check of Fire Hotline to the Fire Brigade.
- **31.** The contractor shall provide two pairs of uniform at his own cost to the persons deployed for this work every year. Uniform shall include
  - a) Half Sleeve Shirt with
    - Inscription "Fire Staff" and logo of the contractor
    - · Name plate at Chest and
    - · Epaulettes at shoulders indicating rank of fire staff,
  - b) Full Pants,
  - c) Leather Belt with buckle,
  - d) fluorescent Jacket-inscribed as "FIRE STAFF" at the back,
  - e) Fire helmet,
  - f) Safety shoes,
  - g) Socks,
  - h) Lanyard with whistle,
  - i) woolen Jersey for winter with Inscription "Fire Staff" and logo of the contractor,
  - Raincoat for rainy season and
  - k) At least three torches at each post

Reserve Bank of India, Raipur shall have no liability whatsoever on this account. The uniform shall be approved by the Bank.

- **32.** Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director, RBI, Raipur,
- **33.** The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, Reserve Bank of India,



Raipur 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.

- **34.** The Arbitrator may give interim awards and/or directions, as may be required.
- **35.** Subject to the aforesaid provisions of the Arbitrator & Condition 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.
- **36.** During the period of agreement, the contract may be terminated by the Regional Director, Reserve Bank of India, Raipur by giving one month's notice or on payment of one month's charges in lieu thereof. Also, the contract may be extended with mutual consent of both the parties beyond the initial period of 12 months. In case of termination of contract or non-renewal of contract, the contractor shall continue to provide services on same terms and conditions for two months or as advised by the RBI, whichever is earlier.
- **37.** 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, Raipur prior to their deployment.
- **38.** The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within fourteen days on award of work.
- **39.** If the contractor selected fails to sign the formal agreement within fourteen days or fails to undertake the work, the letter of intent shall be treated as cancelled.
- **40.** The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, training fee, uniform charges etc.
- **41.** The contractor shall ensure that the persons so deployed do not allow any property of the Reserve Bank of India, Atal Nagar, Nava Raipur related to Fire Safety Equipment to be taken out of the premises without a Gate Pass signed by the designated officials of the Reserve Bank of India, Atal Nagar, Nava Raipur.
- **42.** Fire Supervisor and Firemen provided shall be adequately trained in Fire Safety and Security measures including First Aid, emergency responses and firefighting operations, maintenance of fire equipment etc.



- **43.** No accommodation facility or medical facility will be provided by the Reserve Bank of India, Raipur.
- **44.** The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure / systems / equipment etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The Contractor will indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank will be entitled to claim damages and pursue legal remedies.
- **45.** The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- **46.** 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.
- **47.** 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 or any other visitor of the Bank, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues.
- **48.** The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the fire staff which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such fire staff.
- **49.** The contractor will raise monthly invoice on Reserve bank of India, Atal Nagar, Nava Raipur latest by 10th of the succeeding month. The bill should be duly certified by the Security Officer. The Reserve Bank of India, Atal Nagar, Nava Raipur will deduct Tax at source and all other taxes, duties as applicable from time to time from the amount payable to the contractor.



- **50. Duty and Discipline:** The Fire Safety Agency shall be obliged to comply with the following:
- (a) Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Atal Nagar, Nava Raipur.
- (b) To be solely responsible for employment, dismissal, termination and reemployment of its employees and shall keep the Reserve Bank of India, Atal Nagar, Nava Raipur informed of all development in this regard.
- (c) To pay all dues of its employees and keep the Reserve Bank of India, Atal Nagar, Nava Raipur absolved and indemnified from any liability in this respect.
- (d) To be responsible for behavior of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of Reserve Bank of India, Atal Nagar, Nava Raipur and its representatives.
- (e) To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Atal Nagar, Nava Raipur notifies.
- (f) On expiry of the agreement the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Reserve Bank of India, Atal Nagar, Nava Raipur so that no liability or obligation devolve on the Reserve Bank of India, Atal Nagar, Nava Raipur.

Date

**Place** 

Signature of Contractor/authorized representative with seal



#### SECTION - J

#### **Terms & Conditions of Contract**

- 1. Agreement: On receipt of intimation from the Bank the acceptance of his/ their tender, the successful tenderer shall be bound to sign the formal Contract agreement within fourteen days, in accordance with the draft agreement and the Schedule of Conditions, but written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the Person so tendering, whether such formal agreement is or is not subsequently executed within the stipulated period of Fourteen days. Unless the contract agreement is signed, no payment shall be entertained by the Bank. The agreement shall be executed in duplicate. One copy will remain in the custody of the Bank and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary stamp paper (having worth equal to applicable stamp duty in the state of Chhattisgarh) and the cost of necessary stamp duty on both the documents shall be borne solely by the contractor.
- 2. **Duration of Contract & Review:** The initial duration of contract is only up to March 31, 2026. The contract can be continued if the performance is found satisfactory. Quarterly review will be taken on the performance of the contractor. If within the first three months the work is found unsatisfactory, the contract can be terminated by giving 07 days' notice.
- 3. **Subletting Contract:** The Contractor shall make all arrangements for carrying out the work as per the schedule of quantities, the Bank will not provide any kind of assistance in the form of men/ material. The Contractor shall not assign or not sublet any portion of the contract except with the written consent of the Bank and no undertaking shall relive the Contractor from the full and entire responsibility of the contract or from activity superintendence of the works during their process. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the performance bank guarantee shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.
- 4. **Nature of Work:** Work/job to be undertaken by the contractor through employment of Labourers /workers/employees is not of permanent nature.
- 5. **Earnest Money Deposit**: of the successful tenderer/bidder shall be released without any interest to the contractor after receiving Performance Bank Guarantee.
- 6. **Performance (Bank) Guarantee:** In addition to the EMD described above, the successful tenderer, within a period of 14 days from the date of award of work by the Bank, shall submit a Performance (Bank) Guarantee (to be arranged by the contractor at his own cost) obtained from any of the nationalized/ scheduled bank, in the format approved by the Bank for an amount equivalent to 5% of the contract value i.e. ₹45 lakh. This is to ensure adherence to complete the work



and its execution:

- a. Strictly as per the specifications and instructions as stipulated in the tender.
- b. With best quality workmanship.

The above-noted Performance Guarantee shall be valid up to the satisfactory completion of the work in all respects and shall have to be renewed by the contractor up to extended completion time, if any. In case, the contractor fails to comply with any of the above conditions, the Bank will be at liberty to invoke the Guarantee based on the certificate issued by the Bank's Security Manager. The Guarantee shall be released after issue of completion certificate.

- 7. Clarification: In all cases of omissions and/ or doubts or discrepancies in any item or specification a reference shall be made to the Bank whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
- 8. Antecedent and Police Verification of Contract Staff: The contractor shall ensure that the workers employed have not been convicted by a court of law/ do not have criminal record or criminal proceeding against them. Full bio-data, including passport size photograph, of each employee/ worker employed for the job shall be submitted to the Bank. Police verification of each employee/ worker engaged will be provided by the contractor to the Bank. Renewed Police clearance certificates for all contract staff shall be obtained and submitted to the Bank on annual basis. Further, the contractor shall ensure adherence to all government laid guidelines and legal procedures while removing any fire staff from service.
- Identity Cards & Uniform: The contractor shall issue identity cards/ badges and uniform to his employees/workers. The contract staff will also have to carry the Bank's contract worker pass which shall be countersigned by the Bank's Security Manager.
- 10. **Conduct of Contract Workers:** The contractor will take responsibility for the conduct and good behavior of his employees/ workers and if any complaint is received against any of the employees/ workers, the contractor shall arrange for his/ her immediate removal and replacement from the Bank's premises.
- 11. Sexual Harassment of women: The contractor /Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaints. 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 their employees about prevention of sexual harassment at work place and related issues.

- 12. **Supervision & Quality of work:** The contractor shall ensure that the fire staff employed by him do their work faithfully and fittingly. Fire Consultant/advisor appointed by the contractor shall conduct day surprise visits periodically inside the premises to ensure that the fire staff are working properly and fire equipment are maintained well. Apart from this, the Agency should depute an Officer (other than the Fire Consultant/advisor) to carry out night surprise visits (between 0000 Hrs & 0400 Hrs) at Office Building to inspect the fire staff and submit a visit report to the security officer-In-charge either through hard copy or by email. The Agency shall ensure to conduct refresher training to all the fire staff once in month either at Office Building and submit a report.
- 13. **Schedule:** The tenderer shall, before commencing work prepare a detailed work program which shall be approved by the Bank's Security officer/Manager.
- 14. **Extra Work:** No claim for any extra work shall be allowed unless it has been executed with the concurrence of the Bank. Any such extra work as authorized shall be made in accordance with the following provisions.
  - a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
  - b. Rates for all items, wherever possible, should be derived out of the rates given in the Price Bid (Part-II of Tender).
- 15. **Reporting & Coordination:** Contractor shall, at least once in a month and/ or as and when called, in person visit the Protocol & Security Establishment at the respective offices for better coordination and / or performance review.
- 16. Bank's Property: Should any treasure, fossils, minerals or works of art of antediluvian interest be found during or while carrying out the works, the contractor shall give immediate notice of any such discovery and shall make over such finds to the Bank. Contractor shall hand over the same to RBI and that contractor shall not claim any right title interest for the same.
- 17. **Unsatisfactory Service:** In case services rendered by the contractor are found to be unsatisfactory, a written notice shall be issued and the amount, on proportionate basis will deducted from of bill.

#### 18. Payment to Contractor:

a. The payment will be made on monthly basis after producing the



- documentary proof of payment to fire staff on actuals/ pro-rata basis subject to satisfactory service.
- b. The respective caretaker shall submit the certified bill to the Security Manager who shall finally scrutinize and certify prior to payment. Payment shall be made through E– mode (NEFT).
- 19. **Rates:** The rates shall remain firm during currency of the contract and the contractor shall not seek for any kind of increase in the agreed charges during the contract period.
- 20. **Escalation Clause:** The Statutory Charges will be proportionately varied as and when, the Minimum Wages/GST/any other statutory charges (EPF/ ESIC etc.) are revised by the Labor Commissioner/Statutory authority, such revised rates will be binding on both the parties.

#### 21. Payment by Contractor to Contract Workers:

- a. Tenderer is advised to ensure payment of wage to all employee including contract workers only through bank account.
- b. The Bank shall be at liberty to call upon the tenderer to submit the evidence in respect of complying with this condition at Bank's discretion.
- c. Photo copy of Wage slips duly signed by Contractor and counter signed by each fire staff to be submitted to Bank.
- d. The contractor will have to comply with the provisions of the Minimum Wages Act and other statutory obligations (i.e. the Employees Provident Fund, Employee State Insurance Corporation etc.) and submit proof of payment in respect of the same to the Bank. (This should include bank account details regarding payment of Employees Provident Fund, ESIC premium and wages).
- e. Fire staff if deployed on National Holidays shall be compensated appropriately by contractor and the invoice for charges/expenditure for the same is to be submitted separately along with the proof of remitting such compensation to the fire staff.
- 22. Certificate of Compliance of payment as per Minimum Wages Act & provision of amenities as per CLRA Act: Before release of its payment a contractor has to submit a certificate that he has actually paid all the dues of all the fire staff engaged by him for completion of the warded job/ work at the rate which is not less than the one prescribe under the Minimum Wages Act 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. The veracity of such certificate may be verified by the Assistant Manager/ Manager nominated and authorized by the Bank as his/ her representative to verify actual disbursement of wages by the contractor.



- 23. **GST Liability:** All the statutory deductions (including TDS under GST) will be deducted at source. Tenderer should have GST registration number. The rates quoted online in MSTC portal shall be excluding GST. GST will be calculated extra on total monthly charges to arrive at the contract cost and will be paid as applicable on actual basis. The monthly invoice submitted by the contractor shall include GST levied by the Central Government and State Government at the prevailing rate for various items. It is mandatory for contractor to disclose the breakup of his portion of tax liability while submitting the claims for payment i.e. taxable value and applicable taxes in prescribed bill format/schedule issued by GST council for composite or supply of goods and services as applicable in the cases. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay GST to the tax authority.
- 24. Liability of damages to Bank's property: Any damage to the Bank's property caused by the contractor will have to be made good by the contractor at his cost failing which the same will be deducted from the amount payable to the contractor.
- 25. Liquidated damages/ penalty: will be levied in following manner:
  - a. In case of the requisite number of services for the duration of time as mandated on daily basis are not made available, Bank shall recover Damages on Pro-rata basis in respect of deficiency in number of services provided/ work executed and/or deficiency in duration of service (in hours).
  - b. Further, in case of deficiency in services causing serious inconvenience to the Bank and its officials, the Bank reserves the right to impose a suitable penalty as deemed fit.
  - c. Liquidated damages/ penalty so imposed shall be subject to a maximum of 10% of contract value and shall be recovered from the contractor's monthly Payment or by revoking PBG.
- 26. **Right to Terminate Contract:** The Bank reserves the right to cancel the contract at any time before the due date if the services rendered are not found to be satisfactory by giving one month's notice. The decision of the Bank in this regard shall be final and binding on the contractor and no correspondence /compensation claim shall be entertained by the Bank in this regard.
- 27. Indemnity and Liability of damages: The firm awarded the contract will be fully liable for any damages suffered to the premises or to any person or any occupant or resident directly or indirectly by the activity provided by the firm.
- 28. Indemnity and Liability towards contract staff: The contractor will be solely responsible for the risk involved during discharge of duties by his workers. The Bank accepts no liability towards fire staff deployed by the contractor.
- 29. Undertaking for Statutory Compliance & Indemnity against non-



compliance by the Contractor: An undertaking should be given on a Non Judicial Stamp paper of applicable value before award of work to the effect that if the particular job /work is awarded to him, he under takes to actually pay wages to all the fire staff to be engaged by him for completion of that particular job/ work, at the rate which is not less than the one prescribed under the Minimum Wages Act 1948 and to ensure compliance of essential amenities as provided under the CLRA Act 1970 and also keep the Bank Indemnified against all the action that may be initiated against the Bank by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

- 30. Cooperation with other agencies: The successful tenderer must co-operate with contractor/(s) engaged by the Bank for other work so that the work shall proceed smoothly without any delay and to the satisfaction of the Bank.
- 31. Labour License: Contract Labour License: Necessary contract license for deploying fire staff (as per prevailing CLRA 1970) shall be obtained from the central labour authorities.
- 32. Statutory Compliance of Labour Laws including provisions of Industrial Disputes Act, Provident Fund, ESI Act, Workmen's Compensation Act and other statutory liabilities: The Contractor shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen's compensations Act, etc. and all Government Liabilities.
- 33. **Safety Measures:** All safety measures as per the safety code shall be strictly adhered.

I/We hereby declare that I/we have read and understood the above instructions to the contractors.

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Sianatiii	re of tenderer with	n caaladdrace:	Date
Olulialui	e oi feliaelei Miti	i scainui ess.	Date



## **SECTION - K**

## **Safety Code**

1.	First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2.	An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization
3.	Workers employed shall be provided with protective footwear, hand gloves and facemasks.
4.	The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
5.	During the work execution necessary fire safety measures shall be taken
6.	The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitizing hands frequently etc., as per orders issued by MHA, Government of India/ the state government/ the Bank time to time.

I/We hereby declare that I/we have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us..

Address:			
Date:			

Signature of tenderer with seal

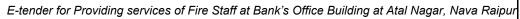


## SECTION - L

## **Check List of Commercial Conditions**

Sr. No.	Description	Bank's terms	Whether acceptable tothe tenderer (YES or NO)
1.	Bid Validity	3 months from the date of opening of Part-I of the tender	
2.	Earnest Money Deposit (EMD)	₹56,000/- (Rupees Fifty-Six Thousand Only) in form of NEFT.	
3.	Performance Guarantee	05% of annual cost i.e. ₹45 Lakh (only for the successful bidder)	
4.	Prices	The revision of the wages shall be done every six months in accordance with the revision in minimum wage rates if any, by Government of India. No change in quoted profit/ service charge will be allowed during the entire tenure of the contract	
5	Penalty	In terms of clauses 20 and 21 of Section I- "Scope of Work and Schedule of Quantities" and 27 of Section J- "Terms & Conditions of Contract"	
6	Termination/ Determination of contract	In terms of clause 34 of Section I- "Scope of Work and Schedule of Quantities" and clauses 2 and 28 of Section J- "Terms and conditions of Contract"	
7	Terms of payment	Payment shall be made on Monthly basis on submission of prescribed documents.	
8	Insurance	In terms of clause 24 of Section J- "Terms and conditions of Contract"	

I/We hereby declare that I/we have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.





Signature of tenderer wit	th seal		
Signature of tenderer with	II Seal		
Address:			
Date:			



## Annexure-I LIST OF SIMILAR WORKS

(Previous Experience)

## **Details of Similar Qualifying Works Executed by the Firm/Agency during the last 5 Years**

SI No.	Name of the	Nature & Specification	Name, address &	Name, Full Address &	Contract Amount	Completi	on period	Whether the work was left	left relevant e or information act including reason, if any, ed for delay in
	Work & Location	of works	telephone No. of the owner. (Govt./Semi Govt./Pvt. Body)	Telephone No. of the officer under whom the work was carried out		Scheduled date of completion	Actual date of completion	incomplete or the contract was terminated from either side	
1	2	3	4	5	6	7	8	9	10

Note: Attach sheet if required. The details of previous experience and work for Reserve Bank of India in any of the centers may be separately provided in the above format

Signature of Applicant (with seal)



## **Annexure-II**

## **DETAILS OF BIDDER**

(to be submitted along with supporting documents)

S. No.	Particulars of the Company/ Firm		
1	Name and full address of the firm		
2	Registered Office with full address, Telephone No., Fax Nos., E-mail address, website URL		
3	Type of Company whether, Proprietorship, partnership etc.		
4	Name and address of the Proprietor/ Partners/Directors of the company		
5	Registration (Firm, company etc.)/Registration Authority, Date, Number etc.		
6	Income Tax Registration number (PAN)		
7	Goods and Services Tax Identification Number (GSTIN)		
8	Provident Fund Registration Number		
9	ESIC Registration Number		
10	Whether tenderer holding a License under Section12 (1) of Contract Labour(R&A) Act 1970 read with section 21 of Contract Labour Act 1971.  If so, furnish the details of license no. etc. and enclose a copy		
11	Date of ISO -9001 Certificate & Its validity period if applicable.		
12	Name and addresses and designation of the person who will represent the agency while dealing with the Bank (attach letter of authority)		
13	Experience in undertaking similar services to other organizations		years
14	Total value of the services provided to the other organization	2021-22	₹
	for the last 3 years.	2022-23	₹
		2023-24	₹
15	Whether financially sound to undertake services	2021-22	₹
	(Furnish audited balance sheet forlast 3 years)	2022-23 2023-24	₹
16	Indicate if involved in any litigation	2020-24	
17	Any civil suits pending in any of the orders executed, give details		

Place:

Date:

Signature with seal of the Bidder



#### **Annexure-V**

## **CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

## Name & Address of The Client:

Details of Works Executed by Shri/ M/s -....

Agreement No. and date	
Agreement amount	
Date of commencement of work	
Stipulated date of completion	
Actual date of completion	
Details of compensation levied for delay (indicate amount) if any	
Gross amount of the work completed and paid**	
Name & address of the authority under whom works executed	
i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory / Poor
ii) Amount of work paid on reduced rates, if any	
i) Did the contractor go for arbitration?	
ii) If yes, total amount of claim	
iii) Total amount awarded	
Comments on the capabilities of the Contractor	
a) Technical Proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
	Date of commencement of work  Stipulated date of completion  Actual date of completion  Details of compensation levied for delay (indicate amount) if any  Gross amount of the work completed and paid**  Name & address of the authority under whom works executed  i) Quality of work (indicate grading)  ii) Amount of work paid on reduced rates, if any  i) Did the contractor go for arbitration?  ii) If yes, total amount of claim  iii) Total amount awarded  Comments on the capabilities of the Contractor



b) Financial soundness	Outstanding / Very Good	
	/ Good / Satisfactory / Poor	
c) Mobilization of adequate T&P	Outstanding / Very Good	
	/ Good / Satisfactory / Poor	
d) Mobilization of manpower	Outstanding / Very Good	
	/ Good / Satisfactory / Poor	
e) General behavior	Outstanding / Very Good	
,	/ Good / Satisfactory / Poor	

Signature of the client with Seal

#### Note:

- i) All columns should be filled in properly countersigned.
- ii) The Client Certificates should be submitted for each of the Prequalification work/s
- iii) Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organizations or a PSU.
- iv) Supported by adequate proof of payments received by the contractor for the work done by them.
- v) Client's report issued by private organization shall be accompanied by TDS Certificates
- vi) All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person.



# Annexure-VI DETAILS OF BANKERS

#### 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 Contact Person along with his/her Telephone No. (s). and Fax No(s) etc.		
Type of Account and Account No.		
Whether Credit facility/ Overdraft facility enjoyed by the contractor.		
The period from which the contractor has been banking with the Banker		
Any other information which the contractor may like to furnish about its Bankers:		

Authorized Signatory (With name)



#### **Annexure-VII**

#### FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

- Composition of the firm (whether Partnership/ Private Limited/Proprietorship/ Public Limited.)
- 2. Name of the Proprietor/ Partners/ Directors of the firm.
- 3. Turnover of the firm for the last 3 financial years (year wise).
  - i) 2023-2024,
  - ii) 2022-2023,
  - iii) 2021-2022
- 4. Credit facility/ Overdraft facility enjoyed by the firm.
- 5. Dealings
- 6. The period from which the firm has been banking with your bank.
- 7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs 45 Lakhs.

(Signature)

For the Bank

#### Note:

- Bankers' certificates should be on letter head of the Bank, addressed to Regional Director, Reserve Bank of India, Atal Nagar, Nava Raipur
- In case of partnership firm, certificate should include names of all partners asrecorded with the Bank



allied firms.

## Annexure- VIII Undertaking to be submitted by the tenderer on their letterhead

Name of Work:
<ol> <li>I/We(Name of the bidder) declare that         <ul> <li>a) My/ Our track records are clean. I/ we or any of our allied firm* have not been involved in any illegal activities/ financial frauds. I/We have not been convicted in a Court of Law on any grounds. There is no such case with the Police/ Court/ Regulatory authorities against me/ us.</li> <li>b) I/ We or any of our allied firm* have not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.</li> <li>c) I/ We or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on</li></ul></li></ol>
I/ We or our allied firm*
(seal and signature of the bidder) Date Place
(Note: strike out which is not applicable)
*Allied firm: A firm would be termed as "allied firm" if the management is common, or

substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as



## Annexure- IX बायो डाटा फॉर्म -/ Bio- Data Form

(to be submitted in letter head of the successful contractor for each fire staff employed)

नाम /Name		
पिता का नाम  /Father's Name		स्व-सत्यापित पास्पोर्ट
जन्म तिथी  /Date of Birth		साइज़ फोटो लगायें
लिंग /Gender		Affix Self-Attested
शैक्षणिक योग्यता /Educational Qualification		Passport size photograph
वर्तमान पता /Current Address		
स्थाई पता  /Permanent Address		
मोबाईल नं. /Mobile No.		
आधार नं. /Aadhaar No.		
पैन नं. /PAN No.		
बैंक खाता विवरण /Bank Account Details	खाता संख्या /Account No आई /कोड .सी.एस.एफ.IFSC Code	<b>)-</b>
पीसंख्या (.एन.ए.यू) .एफ. /PF (UAN) No.		
ई.नं (.पी.आई) .सी.आई.एस. /ESIC (IP) No.		
भूतपूर्व सैनिक/ Ex-Serviceman	(हाँ Yes / नहीं No)	
शारीरिक मापदंड / Body Parameters	ऊँचाई/ Height, वजन/ नज़र/ Eye sight- (बायाँ/Left)	
नमूना हस्ताक्षर अथवा अंगूठे का निशान / Specimen Signature or Thumb impression		

ऊपर दर्शाये गये विवरण मेरे द्वारा जाँच लिये गये है और उपयुक्त दस्तावेजों के साथ समर्थित हैं। The above details are verified by me and are supported with suitable documents.

ऑफिशियल सील के साथ हस्ताक्षर /Signature with official seal-अधिकारी का नाम /Name of Official-पदनाम /Designation-स्थान /Place-दिनांक /Date-

इस बायो डाटा फॉर्म के साथ आधार कार्ड अथवा किसी-अन्य उपयुक्त फोटो आईडी कार्ड की प्रति लगानी आवश्यक है It is mandatory to submit Photocopy of Aadhaar Card or any other suitable Photo ID Card with this bio-data form.



## **Annexure-X**

## MSTC पोर्टल पर निविदा के भाग -1 के साथ अपलोड किए जाने वाले दस्तावेजों की चेकलिस्ट Checklist for documents to be uploaded on MSTC portal along with Part-1 of Tender

Sr. No.	Particulars of the documents	Submitted (Yes/ No/ Not Applicable*) *Kindly provide valid reason for non-applicability
1.	Tender Document issued by the Bank – duly filled, stamped and signed (including all Annexures, Minutes of pre-bid meeting and corrigendum if any)	
2.	Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the tender documents	
3.	Copy of NEFT Receipt as evidence of remitting EMD amount of ₹ 56,000/-	
4.	Certificate of incorporation and Memorandum and Articles of Association / partnership deed/ other relevant certificate of registration for commencement of business	
5.	Particulars of tenderer (in format prescribed under Annexure- II) along with particulars of all the directors and responsible officials/ partners/ individual/individuals involved	
6.	Copy of PAN Card & other related Income Tax documents	
7.	Copy of GST Registration Certificate	
8.	Copy of MSMED Registration Certificate, if any	
9.	Copy of EPF Registration	
10.	Copy of ESIC Registration	
11.	Copy of License under Section12 (1) of Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971	
12.	Work Orders and completion certificates in support of experience of more than 5 years in carrying out similar works	
13.	Details of similar qualifying works completed in last 5 years along with contact details of clients (in format prescribed under <u>Annexure-I</u> )	



Sr. No.	Particulars of the documents	Submitted (Yes/ No/ Not Applicable*) *Kindly provide valid reason for non-applicability
14.	Work Orders for all similar qualifying works completed in last 5 years	
15.	Client's Certificates (in format prescribed under Annexure V) from different clients in letterhead of the client and signed by authorized signatory for all similar qualifying works completed in last 5 years	
16.	Copy of TDS Certificates as a proof of payment for all client certificates issued by private organizations	
17.	Completion certificates for all similar qualifying works completed in last 5 years	
18.	Work Orders for previous experience, if any, of carrying out Works for the Reserve Bank of India at any center	
19.	Copies of the Audited Final Accounts for last 3 years and a certificate issued by Chartered Accountant indicating the turnover for the last 3 years	
20.	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders/ Income Tax Returns for last 3 years	
21.	Details of Bank Accounts along with Contact details of Banker(s) (in format prescribed under Annexure VI)	
22.	Banker's Certificate in letter head of the Bank and signed by authorized signatory	
23.	Valid document in support of having service setup/ back office/ administrative office in RAIPUR	
24.	Undertaking of having all the required legal/ statutory approvals for carrying out this business at RAIPUR	
25.	Undertaking of not having convicted in a Court of Law and declaration regarding debarment/ suspension / blacklisting by any public institute on any grounds	
26.	Particulars of all Civil suits pending, if any	
27.	List of deviations, if any, in commercial terms and conditions	
28.	List of deviation, if any, in technical specifications	
29.	Other relevant documents, if any	

A BANK OF	
BANK	

Sr. No.	Particulars of the documents	Submitted (Yes/ No/ Not Applicable*) *Kindly provide valid reason for non-applicability
	1	
	2	
	3	
	4	
	5	

Place:			

Date:

Signature of the tenderer with seal



## PART- II PRICE BID

(This is for illustrative purpose only, the Price Bid should not be submitted with Part I –Technical Bid. It should be submitted online in MSTC Portal)

#### A. Fixed Amount:

## (I) Minimum Wages to be paid to Firemen

	(i) William Wages to be paid to I iremen			
S.No.	Description	Rates	Total Amount per	
			annum	
l.1	Minimum Wages	₹ 893 x 365	₹ 3,25,945	
	(Basic + VDA for Central Govt	days		
	Area B)*			
1.2	EPF Contribution @ 12% of	@ 12% on I.1	₹ 39,113.40	
	wages			
1.3	EDLI Contribution @ 0.5% on	₹ 75 x 12	₹ 900	
	max ₹ 15,000	months		
1.4	EPF Administrative Charges	@ 0.5% on I.1	₹ 1,629.73	
	@ 0.5% of wages			
1.5	ESIC Contribution @ 3.25% of	NA for	₹ -	
	wages	monthly		
		wages > ₹		
		21,000/-		
1.6	Total wages plus EPF and ESI	1.1 + 1.2 + 1.3 +	₹ 3,67,588.13	
	per worker**	l.4 + l.5		
1.7	No. of Workers (Firemen)		06	
1.8	Total Fixed Cost for worker	I.6 x I.7	₹ 22,05,528.75	
	type			

## (II) Minimum Wages to be paid to Fire Supervisors

S.No.	Description	Rates	Total Amount per
		1 10100	Annum
II.1	Minimum Wages	₹ 981 x 365	₹ 3,58,065
	(Basic + VDA for Central Govt	days	
	Area B)*		
II.2	EPF Contribution @ 12% of	@ 12% on II.1	₹ 42,967.80
	wages		
II.3	EDLI Contribution @ 0.5% on	₹ 75 x 12	₹ 900
	max ₹ 15,000	months	
11.4	EPF Administrative Charges	@ 0.5% on	₹ 1790.33
	@ 0.5% of wages	II.1	
II.5	ESIC Contribution @ 3.25% of	NA for	₹ -
	wages	monthly	



II.8	Total Fixed Cost for worker type	II.6 x II.7	₹ 12,11,169.38
	Supervisors)		
11.7	No. of Workers (Fire		3
	per worker**	+ 11.4 + 11.5	
II.6	Total wages plus EPF and ESI	II.1 + II.2 + II.3	₹ 4,03,723.13
		21,000/-	
		wages > ₹	

## III. Minimum Wages to be paid to Fire Advisor

(Retired Fire officer not below the rank of Asst. Station Officer)

S.No.	Description	Rates	Total Amount per
			Annum
III.1	Wages*	II.6 x (II.6 /	₹ 4,43,410.30
		I.6)	
III.2	No. of Workers (Fire Advisors)		1
III.3	Total Fixed Cost for worker	III.6 x III.7	₹ 4,43,410.30
	type		

<sup>\*\*</sup>Includes relieving charges for relievers

Total Fixed amount per Annum (I.8 + II.8 + III.3) = ₹38,60,108.43/-

## B. <u>Price Bid Format:</u> (to be filled by bidder online)

Fixed amount by the Bank	₹ 38,60,108.43/- (A) for
	one Annum i.e.
	₹22,51,730.00 for 07
	Months
Quoted Service Charge in percentage %	(B)
(including wages and allowances paid to the workers by	
the contractor over and above the rates specified under	(to be quoted as
the minimum wages, cost of uniform and training of fire	percentage of fixed
staff, contractor's profit & overhead, Workmen	amount, A)
compensation policy, Contractors all risk policy, Third	
Party Liability Insurance, Bonus payment to workers (if	
applicable), transportation, loading and unloading,	
freight charges, transit insurance and other	
administrative charges and all taxes, duty or other levy	
levied by Central Government or any State Government	

<sup>\*</sup>Kindly refer to point no. 3 below for details



or local authority if applicable other than Goods and	
Service Tax (GST))	
Total Charges per Annum	(C= A + B% of A)
GST @ 18% on Total Charges per Annum	(D= 18% of C)
Total Contract Value per Annum	(E= C + D)

#### Note:

1. The intending tenderers are required to quote their service charge/ profit (inclusive of cost of the liveries required for the workers, contractor's profit & overhead, Workmen compensation policy, Contractors all risk policy, Bonus payment to workers (if applicable), transportation, loading and unloading, freight charges, transit insurance and other administrative charges and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Goods and Service Tax (GST)) as percentage of the fixed amount given by the Bank. Quotations received in any other format will be summarily rejected.

#### For Example: -

If the Vendor wants to quote 2% as Service charge (including all costs except GST) on fixed amount, then he will quote only 2 in the respective field of price bid at MSTC website.

- 2. Rates of service charge quoted online are to be exclusive of GST. GST will be calculated extra on total monthly charges to arrive at the contract cost and will be paid as applicable on actual basis. No separate claim in respect of any tax (other than applicable GST), duty or levy whether existing or future and/ or any other charges shall be entertained by the Bank.
- 3. As there is no separate classification of Firefighting staff in Minimum wages notification issued by Central government, the minimum wages notified for employees employed in Watch and Ward duties as per order F. No. 11/6(6)/2025-LS-II dated March 28, 2025 has been considered for arriving at Fixed amount per month as follows
  - a. Wages of Firemen is considered equivalent to wages specified for employees employed in Watch and Ward (without arms) i.e., ₹893/-per day.
  - b. Wages of Fire Supervisor is considered equivalent to wages specified for employees employed in Watch and Ward (with arms) i.e., ₹981/- per day.
  - c. Wages of Fire Advisor is considered in same proportion with the wages of Fire supervisor as the proportion of wages of fire supervisor and firemen i.e., ₹4,03,723.13 x (4,03,723.13



/3,67,588.13= ₹4,43,410.30/- per Annum. As Fire Advisor is supposed to be a retired Fire Officer (not below the rank of Asst. Station Officer) from State Fire Department, EPF and ESIC contributions will not be applicable if Fire Advisor appointed by the contractor has crossed the threshold age limit for the same.

- 4. The payment of wages and any future revision in this Fixed cost by the Bank (and accordingly, in contract cost) will be based on the minimum wages as notified by the Ministry of Labour and Employment for firefighting workers (and in case of no separate classification of Firefighting workers in such notification, the minimum wages notified for employees employed in Watch and Ward services will be considered for this purpose as per the rules mentioned above).
- 5. The Rates of EPF, ESIC and EDLI Contribution and EPF Administrative charges indicated above are as per the extant government guidelines and the same is used to derive the Fixed amount. In the event of revision/ change in any of the above rates by the government, the Fixed amount and accordingly, the contract cost will be recalculated and revised accordingly.

I/We hereby declare that I/we have read and understood the schedule of quantities and contents of Part II of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal	
Address:	
Date:	