



**Reserve Bank of India
Estate Cell
Human Resource Management Department
Panaji**

E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Panaji including Residential Premises at St Inez, Panaji

Reserve Bank of India (hereinafter referred to as 'the Bank'), Estate Cell, Human Resource Management Department, Panaji invites e-tender in two parts (Part I & II) from reputed Firms / Companies / Agencies for providing Security Services at RBI, Panaji including residential premises at St Inez, Panaji. The interested vendors must register themselves on the MSTC portal (<http://mstcecommerce.com/eprochome/rbi>) for participating through e-tendering. The contract will be valid for the period from 1st October 2019 to 30th September 2020 extendable on a yearly basis for a maximum of two more years subject to satisfactory performance, or other periods as the Bank may decide. Details of the Tender document/corrigendum will be available on the Bank's website (<https://www.rbi.org.in/>) and MSTC portal. The Tender (Part-I & Part-II) shall be submitted on or before 2.00 PM on September 18, 2019 through MSTC portal only. Any technical queries in respect of registering online may be got from MSTC helpdesk No. 033-22901004. The Bank reserves the right to accept or reject any or all tenders / applications without assigning any reason whatsoever.

Dated: August 28, 2019

**General Manager (Officer-in-Charge)
Reserve Bank of India, Panaji**

Section I - SCHEDULE OF TENDER (SOT)

a. Name of Work	E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Patto Plaza, Panaji including residential premises at St Inez, Panaji
b. e-Tender no.	RBI/Panaji/HRMD/23/19-20/ET/77
c. Mode Of Tender	e-Tendering System (Part I - Technical bid and Part II – Price Bid) through www.mstcecommerce.com/eprochome/rbi
d. Date of NIT available to parties to download	August 28, 2019 at 03:00 PM
e. Pre-Bid meeting	September 11, 2019 at 11.00 AM Venue- Conference Room, Reserve Bank of India, Panaji
f. Estimated cost of work	Rs 32,00,000/- (Rupees Thirty two Lakhs only) exclusive of GST@ 18%
g. Earnest Money Deposit	Rs 64,000/- (Rupees Sixty four thousand only) to be deposited through NEFT. Details of account, IFSC etc. are as given in tender documents.
h. Transaction Fees	Rs 1888/- (Rupees One thousand eight hundred and eighty eight only including GST @18%). Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favour of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment.

i. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	September 18, 2019, 11.00 AM
j. Date of Starting of e-Tender for submission of on line Technical Bid and price Bid at www.mstcecommerce.com/eprochome/rbind	August 28, 2019, 06.00 PM
k. Date of closing of online e-tender for submission of Technical Bid & Price Bid.	September 18, 2019, 2.00 PM
l. Date & time of opening of Part-I - Technical Bid	September 18, 2019, 3.00 PM
m. Date & time of opening of Part-II - Price Bid	Shall be informed separately

General Manager (Officer-in-Charge)
Reserve Bank of India, Panaji

August 28, 2019

DISCLAIMER

Estate Cell, Human Resources Management Department, Reserve Bank of India, Panaji has prepared this document to give background information on the contract 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 accurate, 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 empanelment or to change the particulars of the contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Section II

Important instructions regarding E-tender

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

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

Process of e-Tender:

1. 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 and Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Personal Computer 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 PRICE BID HAVE TO BE SUBMITTED ON-LINE at <https://www.mstcecommerce.com/eprochome/rbi>

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

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

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

Contact person (Reserve Bank of India, Panaji):

- a) Shri Richard Gomes, AGM, rgomes@rbi.org.in, Phone No.: 0832-2467827
- b) Smt. S.P.Mascarenhas, Manager, stacym@rbi.org.in, Phone No.: 0832-2467842
- c) Shri Anant Mosamkar, Assistant Manager, aymosamkar@rbi.org.in, Phone No.: 0832-2467844, Mobile: 9975442098

Contact person (MSTC Ltd):

- a) Mr. Sushil Nale, Assistant Manager, sushil@mstcindia.co.in, Mobile: 09987758430
- b) Ms Archana, Assistant Manager, archana@mstcindia.co.in, Mobile: 09990673698
- c) Ms. Rupali Pandey, Executive, rpandey@mstcindia.co.in, Mobile: 022 22886268
- d) Mr. Tejas V, Executive, tejasv@mstcindia.co.in, Mobile: 022 22822789
- e) Ms. Unnati Saini Mobile: 07471118456

Google hangout ID- (for text chat) - mstceproc@gmail.com

B) System Requirement:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet browser.
- c) Signing type digital signature
- d) Latest updated JRE (Java) (**x86 Offline**) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

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

2. The Technical Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbj. Bids will be opened electronically on specified date and time as given in the Tender.

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

4. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through **NEFT or Online Mode**. 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 his/her Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

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

NOTE:

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

5. Information about tenders /corrigendum uploaded shall be sent only by email 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).

6. E-Tender cannot be accessed after the due date and time mentioned in NIT.

7. Bidding in e-Tender:

a) Vendor(s) need to submit necessary EMD, Transaction fees to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. No interest will be paid on EMD.

b) The process involves Electronic Bidding for submission of Technical and Price Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

d) The vendor **should allow running JAVA application**. This exercise must be done immediately after opening of Bid floor. Then they must fill up Common terms and other specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' to record their Technical bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid and Price Bid has been saved, the vendor can click on the "Final submission" button to register their bid.

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

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

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

- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) 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.
- p) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

RESERVE BANK OF INDIA
Estate Cell
Human Resource Management Department
Patto Plaza, Panaji

E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Patto Plaza, Panaji including at the residential premises at St Inez, Panaji from October 01, 2019 to September 30, 2020

PART-I

Technical Bid

Name of Tenderer: _____

Address:

Landline/Mobile Number: _____

Last Date for submission: 02:00 pm on September 18, 2019

Expression of Interest

(On letter head of the tenderer)

The General Manager (OIC)
Reserve Bank of India
Gera Imperium-II, 7th floor,
EDC Complex, Patto Plaza,
Panaji – 403 001

Date:

Madam / Sir,

Re: E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Patto Plaza, Panaji including at Bank's residential premises at St Inez, Panaji from October 01, 2019 to September 30, 2020

Having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the tender document hereinafter set out and having visited and examined the site of the works specified therein and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer for my/our Firm / Company / Agency to be empanelled for providing Security Guards to be deployed at RBI, Patto Plaza, Panaji including at the Bank's residential premises at St Inez, Panaji.

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a Contract, I/We agree to honor the obligation with due diligence and efficiency as required by RBI, Panaji.

I/We also understand that mere filling of the Application form does not automatically qualify me/us for being empanelled. I/We also agree to RBI, Panaji's right to reject any or all Applications (including mine/ours) without assigning any reason thereof.

I/We agree to all the terms and conditions of the tender notice.

Thanking you

Yours faithfully

Signature and Seal of the tenderer:

Address:

E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Patto Plaza, Panaji including at the Bank's residential premises at St Inez, Panaji from October 01, 2019 to September 30, 2020

Terms and Conditions of the Contract:

General Instructions:

1. Reserve Bank of India, Panaji intends to empanel a reputed Firm / Company / Agency licensed under Private Security Agencies (Regulation) Act (PSARA), 2005 for providing Security Services at RBI, Patto Plaza, Panaji including at the Bank's residential premises at St Inez, Panaji on contract basis as per laid down Contractual obligations for one year from October 01, 2019 to September 30, 2020. However, the Contract can be further extended for a maximum period of two years, one year at a time or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer.
2. The estimated number of Security Guards to be deployed will be seven. In addition, one lady security guard will also be deployed. The deployment of security guards will be as follows-
 - i. RBI Staff Quarters, St. Inez, Panaji – 24 hours surveillance in 3 shifts in a day on all the seven days in a week i.e. 1 Security Guard would be deployed in one shift except for night shift where deployment of security guards will be 2. Each shift shall be for 8 hours which shall strictly be followed.
 - ii. Bank's Office premises – 24 hours surveillance in 3 shifts in a day on all the seven days in a week (i.e. 1 Security Guard would be deployed in one shift). Each shift shall be for 8 hours which shall strictly be followed by ensuring one guard per shift.
Additionally, 1 lady security guard shall be deployed in day shift on working days only.

The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the currency of the Contract. The Bank reserves the right to award entire Contract to one tenderer or separately. Estimated Contract value is Rs.32,00,000/- (Rupees Thirty two Lakh only).

3. Submission of Tender:

- i. Tenderers will have to submit the transaction fee and shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- ii. The tenderers shall submit their technical bid as well as the price bid in prescribed format along with copies of necessary documents as indicated in the

tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.

- iii. The Price Bid will have to be submitted in Excel Sheet after downloading it from the MSTC Portal. The Price-Bid excel sheet will be available for download only after submission of Technical Bid.
- iv. If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

4. Earnest Money Deposit (EMD) and Interest Free Security Deposit:

- i. Earnest Money Deposit (EMD) for Rs. 64,000/- (Rupees Sixty four Thousand only) is to be deposited through NEFT/RTGS during the submission of the tender. Failure to comply with this condition will render the tender void and the tender will be rejected. The EMD will be returned to unsuccessful tenderers after the completion of the tender process. No interest shall be paid on this deposit. EMD of the successful tenderer will be adjusted against Security Deposit.
- ii. The successful tenderer shall deposit interest free security deposit of Rs.1,60,000/- (Rupees One lakh sixty thousand only). This amount shall be paid through RTGS/NEFT. The bidders are also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of RTGS/NEFT. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- iii. The security deposit shall be adjusted against any loss, theft, damage, etc. caused by the tenderer or by the guards deployed or by negligence of guards deployed and/or breach of one or more of the conditions of the agreement by the tenderer.
- iv. MSME/NSIC registered organisations will be eligible for Exemption from EMD as per applicable Statutory Provisions. However, valid Certificate must be enclosed with technical bid for EMD Exemption.

5. Eligibility Criteria (Pre-qualification Criteria):

The tenderer should satisfy the following conditions and is requested to enclose the following documents in **Part-I, Technical Bid** for examining their qualification/suitability. **Part-II, Price Bid** of only those tenderers will be opened who are found eligible after the scrutiny of **Part-I, Technical Bid**:

- i. The tenderer may be a Proprietary firm, Partnership firm, Limited company or Corporate Body legally constituted reputed for providing Security guards services.
- ii. The tenderer should have applicable tax registrations such as PAN and GST supported by documentary evidence.

- iii. The tenderer should have a valid license obtained under The Private Security Agencies (Regulation) Act, 2005 for the State of Goa.
- iv. Tenderer should have an annual turnover of an amount not less than Rs. 30 lacs during three financial years i.e. 2016-17, 2017-18 and 2018-19 as reflected from its Audited Balance Sheets.
- v. The tenderer must have completed similar works in the last five years (works undertaken and completed on or after March 31, 2014) and should submit documentary evidence for:
 - a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for Rs.12.80 lakh each
OR
 - b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for Rs.16.00 lakh each
OR
 - c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for Rs.25.60 lakh.

Note: "Similar work" is defined as Annual Service Contract for Providing Security Service Personnel (Security Guards)

- vi. Tenderer should be continuously in business at least for 5 years as on March 31, 2019 (supported by documentary evidence).
- vii. Tenderer should have existing deployment of minimum 10 Security guards each in minimum of five Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the tenderer to RBI's satisfaction.
- viii. Tenderer should have valid Certificate of Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948.
- ix. Tenderer should have infrastructure for Training of the security guards as specified under PSARA, 2005. The tenderer should have its own training institute (anywhere in India) with full training infrastructure as including physical training (parade/training ground/obstacles etc.) In case the tenderer does not have its own training institute, it should have provision for training on outsourcing basis (supported by documentary evidence). The security guards must have attained minimum prescribed training as per PSARA, 2005 applicable to the State of Goa.
- x. Tenderer should have own Office/ branch in Goa (Documentary Evidence has to be provided).
- xi. Tenderer should have a current account in a scheduled bank and should give

- an undertaking that it is ready to receive the payments through RTGS/ NEFT.
- xii. There should be no case pending with the Police against the Proprietor/ Firm/ Partner or the Company/ Firm.
 - xiii. Tenderer should upload the following documents along with **Part-I, Technical Bid**:
 - a. Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
 - b. Valid License under The Private Security Agencies (Regulation) Act, 2005.
 - c. Income Tax Returns for three Financial Years i.e. 2016-17, 2017-18 and 2018-19 and PAN Card. (In Case, income tax returns for the year 2018-19 is not available Income Tax Return for the 2015-16, 2016-17 and 2017-18 can be submitted)
 - d. Audited Balance Sheet for three Financial Years i.e. 2016-17, 2017-18 and 2018-19 (in-case of non-availability of Audited Balance Sheet for 2018-19, the applicant can submit GST Return for the Financial Year 2018-19 or a provisional balance sheet certified by a Chartered Accountant.)
 - e. Certificate of registration from Employees' State Insurance Corporation (latest).
 - f. Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).
 - g. GST Registration Certificate.
 - h. Performance feedback from minimum of three clients, preferably Govt. / Public Sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2017).
 - i. Solvency Certificate from banker (Date of issue of Solvency Certificate must not be earlier than March 31, 2019)

6. Scope of work:

The tenderer shall have to provide round the clock security services in the premises of Reserve Bank of India, Panaji and residential premises at St Inez, Panaji.

The broad Scope of Work and Guidelines to be followed by the Security personnel will be as under:

- a) **Work to be performed by Security guards at Bank's residential premises:**
 - i. Access Control: - Keeping a watch on the persons entering/exiting from the Quarters premises. Recording entries in the registers kept at the main gate for the purpose.
 - ii. Patrolling along the perimeter as and when required.
 - iii. Carry out firefighting, if required, using fire extinguishers made available in the residential blocks.
 - iv. Switching on/off of perimeter, inner patrolling corridor lights, all common area lightings.
 - v. To maintain a close vigil on encroachments, if any.

- vi. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's residential premises.
- vii. Any other task which may be required to be done keeping in mind the security interest of the Bank.
- viii. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.
- ix. The Security guards should follow the Standard operating Procedures of the Bank and act according to the charter of duties.

b) Work to be performed by Security guards at Bank's office premises:

- i. Access Control: Keeping a watch on the persons entering/exiting the office premises. Making entries in the registers kept at the office entrance for the purpose.
 - ii. Manning the entrance, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's Office Premises
 - iii. Opening & Closing of the Office in presence of Bank's staff.
 - iv. Carrying out firefighting, if required, using fire extinguishers made available in the office.
 - v. Switching on and off lights/ACs etc. on the opening and closing of office respectively
 - vi. He / she will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.
 - vii. Any other task which may be required to be done keeping in mind the security interest of the Bank.
 - viii. Lady security guard to attend to female visitors.
 - ix. The Security guards should follow the Standard operating Procedures of the Bank and act according to the charter of duties.
7. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
8. Application containing false or inadequate information is liable for rejection.
9. Price Bids of only those tenderers who qualify the Technical Bid will be opened. Price Bids of the tenderers who do not qualify the Technical Bid will not be opened.
10. The bidder must not have been suspended / delisted / blacklisted by any organization including RBI, Panaji, on any grounds.

11. The bidder should not have rescinded/abandoned any contract awarded by his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof, in the absence of the same a declaration to that effect to be furnished in [Annexure II](#).

12. Tenderer shall comply with the provisions of Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The payment of Bonus Act, 1965; The Contract Labour (Regulation and Abolition) Act, 1970; Private Security Agencies (Regulation) Act, 2005 and other acts as may be applicable from time to time. The Tenderer shall be liable to pay minimum wages as prescribed by the notification issued by the Central Government or the one prescribed by a notification issued by State Government, under Minimum Wages Act, 1948, whichever is beneficial.

13. Eligibility Criteria for Security Guards to be deployed:

- i. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects
- ii. The manpower deployed by the tenderer during the currency of the Contract shall not work in any other organisation or shall not be deployed by the tenderer at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the tenderer. Bank shall have the right to ask for a suitable replacement for such security guard.
- iii. Security Guards should be persons between 21 and 45 years of age.
- iv. The manpower deployed should be able bodied and trained persons with good health and clean record.
- v. Security guards should desirably be minimum 10th standard pass and should have good working knowledge of English/Hindi. He/she should be able to make legible entries in relevant registers and checking credentials, allotment letters and ID cards.
- vi. He shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the residential premises.

14. Pay Structure:

a) For Security Guards :

Pay Structure of Security Guards will be as per the Directorate General of Resettlement, Ministry of Defence (DGR, MOD) latest recommendations for all the components except service charge (agency charge). **In case the rate quoted by the tenderer is below the prescribed rates (except service charge) of DGR, MOD, the same shall be liable to be rejected.**

b) Other Conditions regarding Pay Structure and Rates:

- i. The tenderer will be bound to the minimum wages under applicable laws in respect of the manpower deployed.
- ii. The rates should be inclusive of Insurance charges and exclusive of GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.
- iii. The Wage structure will be as per the DGR minimum wage format except service charge. The same will be subject to revision on account of changes by DGR / Statutory provisions.

15. Agreement Between the successful tenderer and the Bank:

The successful tenderer shall execute an Agreement, at its own expenses, on a non-judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, in duplicate, on receipt of intimation from the Bank of the acceptance of his tender. The Bank and the tenderer will retain one copy of the agreement each.

16. The tenderer is required to mandatorily quote for all the two categories of Security Guards i.e. Male and Female in the price bid. Any bid which has not quoted charges for all the two categories of Security Personnel shall be liable to be rejected.

17. No Commitment to Accept Lowest or any Tender:

The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

18. Terms of Payment:

- i. The tenderer shall be responsible and liable for payment of salaries and wages, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason other than the one specified under the agreement. The tenderer shall be responsible for maintaining record of payments made to the persons deployed for the purpose of the agreement and a copy of the record shall be submitted to the Bank, at monthly intervals, for its verification.
- ii. The tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the tenderer and submitted to the Bank shall be made by the Bank after the end of every calendar month. The tenderer must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if

- 15th is not a working day). The bill should be submitted along with documentary evidence of payment made to the persons deployed for the purpose of the agreement, failing which the bill may not be paid.
- iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the tenderer. In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise. The tenderer shall ensure that the persons deployed for the purpose of the agreement are removed from the Bank's premises upon termination of the agreement.
 - iv. The payment of the bill to the tenderer 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.

19. Penalty and Liquidated Damages:

- i. The Bank may impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or found in inebriated condition or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.
- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful tenderer are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful tenderer can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment. During the notice period, the Contractor shall provide services to the Bank if so desired by the Bank.

20. Uniform and Other Facilities:

- i. It shall be the responsibility of the successful tenderer to provide full uniform (summer and winter both) along with the name plate/identity card to the manpower deployed to perform their duties. The persons deployed shall always display their identity cards when on duty and shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the security personnel in the Bank's Premises or elsewhere.
- iii. The tenderer shall be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.

21. Reporting:

- i. The tenderer will introduce its manpower to Officer-In-charge, declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the tenderer shall furnish the complete particulars / bio-data of security personnel with passport size color photo, duly attested by a Gazetted Officer, before deployment.
- ii. The Bank reserves the right to advise the tenderer to remove any guard found not discharging his duties satisfactorily or of doubtful character and the tenderer will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of security guards deployed by the tenderer will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the tenderer will have to abide by such direction.
- iv. In case of any pilferage, damage or theft, the tenderer or its representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss.
- v. It may be distinctly understood that there shall not be any absenteeism by the Security Guards. In case of absenteeism, if any, replacement guard will have to be provided by the tenderer. The replacement guard should be able to join his duty within two hours, failure to do so would render the tenderer liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the tenderer. Such replacement guard shall also be subject to meeting the required standards.

- 22.** The tenderer will have to enclose/submit certificate of training before deployment of the security guards.

23. Opening of Tender:

Part-I of the e-tender will be opened at **3:00 pm on September 18, 2019** in the presence of the tenderers or authorized representative of the tenderers who choose to be present. **Part-II, Price Bid** of only those tenderers who qualify the **Part-I, Technical Bid** will be opened at a later date which will be advised to the tenderers.

24. Validity of Offer:

The application and rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the **Price Bid**. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

25. The tenderer must obtain for itself on its own responsibility and at its own expenses all the information which may be necessary for the purpose of making tender and for entering into a Contract and must inspect the site of work, acquaint itself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

26. Account Details of Reserve Bank of India, Panaji

Account Name : Reserve Bank of India, Panaji
Account Number : 186003001
IFSC Code : RBIS0PJPA01

27. A pre bid meeting to clarify any issues with respect to the tender will be held on September 11, 2019 11:00 am at Conference Hall, Reserve Bank of India, Panaji. The Bank shall not clarify any issues after the pre-bid meeting.

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

I/we also note that this letter will form part of the Contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Signature and seal of the tenderer/s:

Date: _____

Place: _____ Landline/Mobile No. _____

Part- I TECHNICAL BID (BASIC INFORMATION)

Sr.	Information Required	Comments of the Tenderer	Pg no.
1.	<p>Name and Address of the organization</p> <p>i. Address and telephone number of Registered Office</p> <p>ii. Address of the Office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.</p>		
2.	<p>Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act,1956) (Please enclose relevant documents.)</p>		
3.	<p>Name/s of the Proprietor /Partners /Directors of the Organization</p>		
4.	<p>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship.)</p>		
5.	<p>The tenderer should be continuously in business at least for 5 years as on March 31, 2019. (Attach documentary proof such as Certificate of Incorporation, IT Returns, PAN card etc.)</p>		
6.	<p>Whether the tenderer complies with the provisions of Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; Private Security Agencies (Regulation) Act, 2005 and other acts as applicable from time to time.</p>		
7.	<p>Existing deployment (in minimum five Govt. institutions / bodies / establishments</p>		

	(including residential premises) or institute of repute with deployment of minimum 10 Security guards each.		
8.	The tenderer should furnish minimum three Reference Sites and on request by the RBI, the Referees should testify about the performance of the tenderer to the RBI's satisfaction. Details as per Annexure-I may be provided. Please enclose performance feedback from minimum of three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2017)		
9.	Annual turnover of the tenderer during three financial years i.e. 2016-17, 2017-18 and 2018-19 (should be of not less than Rs. 30 Lacs per year as reflected in the audited balance sheet of the respective years)		
10.	Whether the firm/company has been issued PAN. Income Tax Return (i) F.Y. 2016-17 (ii) F.Y. 2017-18 (iii) F.Y. 2018-19 (In Case, income tax returns for the year 2018-19 is not available Income Tax Return for the 2015-16, 2016-17 and 2017-18 can be submitted)		
11.	Audited Balance Sheet for three Financial Years i.e. 2016-17, 2017-18 and 2018-19 (in-case of non-availability of Audited Balance Sheet for 2018-19, the applicant can submit GST Return for the Financial Year 2018-19 or a provisional balance sheet certified by a Chartered Accountant.)		
12.	Certificate from ESI Corporation (latest).		
13.	Certificate from EPF Organization under EPF		

	and Miscellaneous Provisions Act, 1952 (latest).		
14.	Registration Certificate for GST.		
15.	The tenderer should have presently deployed minimum 50 Security Guards. (Attach proof of details)		
16.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.		
17.	Whether the tenderer has Valid License under Private Security Agencies (Regulation) Act, 2005 for the State of Goa		
18.	The tenderer must have an Office in Goa. Provide details of the same.		
19.	The tenderer should have infrastructure for the Training of the security guards. (i) Own Arrangement or (ii) Arrangement with other Institutes. (Furnish documentary evidence)		
20.	The tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than March 31, 2019)		
21.	The Bank Account details (Account Number and IFSC Code) where payments would be received by the Tenderer in respect of the deployed manpower should be provided. Payments will be made through RTGS/NEFT.		
22.	Declaration as per Annexure II		

Note: Part- I Technical (BASIC INFORMATION) (TABLE-I) must be duly filled, signed, scanned and uploaded along with all the relevant documents in MSTC portal during submission of Techno-Commercial Terms and Conditions.

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

Place:

Date:

The General Manager (Officer-in-Charge)
Reserve Bank of India
Gera Imperium-II,
Patto Plaza, Panaji,
Goa – 403001

Dear Sir,

Contract for providing Security Services at RBI, Patto Plaza, Panaji including at the Residential Premises, St Inez, Panaji

WHEREAS

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

AND Whereas under the said contract the Contractor is bound by the said Contract to submit to RBI, Panaji a Performance Bank Guarantee for a total amount of Rs. 1,60,000/- (Rupees One lakh sixty thousand only) in for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We.....(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s....., the Contractor, do hereby undertake to pay to RBI, an amount not exceeding Rs. 1,60,000/- (Rupees One lakh sixty thousand only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said contract or have

committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by RBI, pay without demur to RBI, a sum of Rs. 1,60,000/- (Rupees One lakh sixty thousand only) in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. 1,60,000/- (Rupees One lakh sixty thousand only).

1. We also agree to undertake and confirm that the sum not exceeding Rs. 1,60,000/- (Rupees One lakh sixty thousand only) as aforesaid shall be paid by us without any demur or protest, merely on demand from RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. 1,60,000/- (Rupees One lakh sixty thousand only).

b) Our liability under these presents shall not exceed the sum of Rs. 1,60,000/- (Rupees One lakh sixty thousand only).

c) Our liability under these presents shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to Sixty (60) days beyond the Defect liability period provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

In witness whereof, I/We of the bank have signed and sealed this guarantee on the -----

Signature and Seal of authorized Bank official Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

AGREEMENT FOR PROVIDING SECURITY SERVICES

This Agreement is made at Panaji on this _____ day of _____ 2019;

Between

Reserve Bank of India, having its Office at Gera Imperium-II, Patto Plaza, Panaji, Goa (hereinafter referred to as the “**Bank**”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

and

M/s _____, having its Office at

(hereinafter referred to as the “**Contractor**”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the Contractor is carrying on the business of providing personnel for security services at a Govt. institution/ body/ establishment and has adequate experience in such jobs for rendering such services.

and whereas the Bank is desirous of availing services of the Contractor for the purpose as indicated in the letter no. _____ dated _____.

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Contractor shall provide Security Personnel for guarding the Bank’s installations, building, property and Office premises at Patto Plaza, Panaji and residential premises at St Inez, Panaji.

2. This agreement will come into effect from **October 01, 2019** and will remain in force up to **September 30, 2020** or unless it is terminated as per the terms hereinafter contained.

3. The terms and conditions contained in the tender document shall be read as part and parcel of this agreement.

4. The quoted charges of Rs. _____ (In words: Rupees _____) covering the cost of manpower deployed shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Security Officer/ Bank's Officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.

5. Scope of work:

The Contractor shall undertake to provide trained security personnel in three shifts, consisting of eight hours each. The Contractor shall provide 24 hours continuous security by constantly changing the personnel on rotation basis so that each person deployed by it does not work for more than 8 hours in a particular shift. If it is found that the same person is working in more than one shift on any particular day, salary for the extra shift will not be given.

(A) Work to be performed by Security guards at Bank's residential premises:

- i. Access Control: - Keeping a watch on the persons entering/exiting from the Quarters premises. Recording entries in the registers kept at the main gate for the purpose.
- ii. Patrolling along the perimeter as and when required.
- iii. Carry out firefighting, if required, using fire extinguishers made available in the residential blocks.
- iv. Switching on/off of perimeter, inner patrolling corridor lights, all common area lightings.
- v. To maintain a close vigil on encroachments, if any.
- vi. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's residential premises.
- vii. Any other task which may be required to be done keeping in mind the security interest of the Bank.
- viii. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.

(B) Work to be performed by Security guards at Bank's office premises:

- i. Access Control: Keeping a watch on the persons entering/exiting the office premises. Making entries in the registers kept at the office entrance for the purpose.
- ii. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's Office Premises.

- iii. Opening & Closing of the Office in presence of Bank's staff.
- iv. Carrying out firefighting, if required, using fire extinguishers made available in the office.
- v. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.
- vi. Switching on and off lights/ACs etc. on the opening and closing of office respectively
- vii. Any other task which may be required to be done keeping in mind the security interest of the Bank.
- viii. Lady security guard to attend to female visitors.
- ix. The Security guards should follow the Standard operating Procedures of the Bank and act according to the charter of duties.

6. Eligibility Criteria for Security Guards to be deployed:

- i. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects
- ii. The manpower deployed by the contractor during the currency of the Contract shall not work in any other organisation or shall not be deployed by the contractor at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the contractor, which will be recovered from its monthly bills or security deposit or any other dues of the contractor. Bank shall have the right to ask for a suitable replacement in such a case.
- iii. Security Guards should be persons between 21 and 45 years of age.
- iv. The manpower deployed should be able bodied and trained persons with good health and clean record.
- v. Security guards should desirably be minimum 10th standard pass and should have good working knowledge of English/Hindi. He/she should be able to make legible entries in relevant registers and checking credentials, allotment letters and ID cards.
- vi. He shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the residential premises.

7. Pay Structure:

(A) For Security Guards :

- i. Pay Structure of Security Guards will be as per the Directorate General of Resettlement, Ministry of Defence (DGR, MOD) latest recommendations for all the components except service charge (agency charge). **In case the rate**

quoted by the tenderer is below the prescribed rates (except service charge) of DGR, MOD, the same shall be liable to be rejected.

(B) Other Conditions regarding Pay Structure and Rates:

- i. The Contractor will be bound to the minimum wages under applicable laws to the manpower deployed.
- ii. The rates should be inclusive of Insurance charges and exclusive of GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.
- iii. The Wage structure will be as per the DGR minimum wage format except service charge. The same will be subject to revision on account of changes by DGR / Statutory provisions.

8. Terms of Payment:

- i. The Contractor shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason other than the one specified under the agreement. The tenderer shall be responsible for maintaining record of payments made to the persons deployed for the purpose of the agreement and a copy of the record shall be submitted to the Bank, at monthly intervals, for its verification.
- ii. The Contractor will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the Contractor and submitted to the Bank shall be made by the Bank after the end of every calendar month. The Contractor must ensure payment to the manpower deployed by 5th of every month and submit bill towards the same by 10th of the same month (or next working day if 10th is not a working day). The bill should be submitted along with documentary evidence of payment made to the persons deployed for the purpose of the agreement, failing which the bill may not be paid.
- iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the tenderer. In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise. The tenderer shall ensure that the persons deployed for the purpose of the agreement are removed from the Bank's premises upon termination of the agreement.

- iv. The payment of the bill to the tenderer 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.

9. The tenderer is required to mandatorily quote for all the two categories of Security Guards i.e. Male and Female in the price bid. Any bid which has not quoted charges for all the two categories of Security Personnel shall be liable to be rejected.

10. Interest Free Security Deposit:

- i. The Contractor shall deposit interest free security deposit of Rs.1,60,000/- (Rupees One lakh sixty thousand only). This amount shall be paid through RTGS/NEFT only. The contractors are also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of RTGS/NEFT. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- ii. The security deposit shall be adjusted against any loss, theft, damage etc. caused by the Contractor or by the guards deployed by the Contractor or negligence of guards deployed by the agency and/or breach of one or more of the conditions of the agreement by the Contractor.

11. Penalty and Liquidated Damages:

- i. The Bank may impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or found in inebriated condition or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.
- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the Contractor are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the Contractor can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying

it from participation in future empanelment. During the notice period, the Contractor shall provide services to the Bank if so desired by the Bank.

12. Uniform and Other Facilities:

- i. It shall be the responsibility of the Contractor to provide full uniform (summer and winter both) along with the name plate/identity card to the manpower deployed to perform their duties. The persons deployed shall always display their identity cards when on duty and shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the security personnel in the Bank's Premises or elsewhere.
- iii. The Contractor shall be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.

13. Reporting:

- i. The Contractor will introduce its manpower to Officer-In-charge, declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the Contractor shall furnish the complete particulars / bio-data of security personnel with passport size color photo, duly attested by a Gazetted Officer, before deployment.
- ii. The Bank reserves the right to advise the Contractor to remove any guard found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of security guards deployed by the Contractor will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the Contractor will have to abide by such direction.
- iv. In case of any pilferage, damage or theft, the Contractor or its representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss.
- v. It may be distinctly understood that there shall not be any absenteeism by the Security Guards. In case of absenteeism, if any, replacement guard will have to be provided by the Contractor. The replacement guard should be able to join his duty within two hours, failure to do so would render the Contractor liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the Contractor. Such replacement guard shall also be subject to meeting the required standards.

14. Risk and Cost:

In the event, the contract is terminated before the validity period of the contract, the Contractor shall be liable to risk and cost amount that may be arrived at by the Bank. The amount of risk and cost shall be adjusted/appropriated from any amount due and payable to the contractor and also by way of invocation of Performance Bank Guarantee or appropriation from Security Deposit as the case may be. The Contractor shall not have any objection to such appropriation.

15. Termination of the Contract:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a. in the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - b. the Contractor commits a breach of any terms and conditions of this agreement and/or
 - c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
 - d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.
- iii. In the event of termination of the contract, it shall be the obligation of the Contractor to remove the manpower deployed under this agreement and the Contractor or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

16. Settlement of Disputes by Arbitration:

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to the sole arbitrator mutually agreed by the parties. In case, the parties are not agreeable to the sole arbitrator, each party shall appoint his/its arbitrator and the appointed arbitrator shall appoint presiding arbitrator. The

arbitral proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the arbitral Tribunal shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Panaji and only courts in Panaji shall have the exclusive jurisdiction to determine the same.

17. Other terms and conditions:

- i. The Contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for the following:
 - a) Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
 - b) Any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the said condition 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.
 - c) All losses and claims, damages or compensation for breach of any provisions of the Private Security Agencies Regulation Act, 2005; Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen's Compensation Act, 1923; Payment of Wages Act, 1936; The Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938 or any other applicable law/statute in force from time to time in this regard. The Contractor shall be wholly responsible for liabilities, if any, in this regard.
 - d) Any amount payable/paid towards defending any claim or litigation initiated against the Bank for any breach of conditions committed by the Contractor.
- ii. Any dispute regarding working hours and of compensation payable to the workers deployed by the Contractor will be the responsibility of the Contractor and no representation will be entertained on this issue by this Office. The Contractor shall totally indemnify the Bank in this regard.
- iii. If awarded, the Contractor shall not assign the Contract. The Contractor shall not sublet any portion of the Contract except with written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract.
- iv. The Contractor / manpower deployed by it shall not disclose directly or indirectly to anyone details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging his 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.

- v. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- vi. The Contractor shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- vii. The Contractor shall provide information as required in respect of manpower deployed by it to enable the Bank to monitor compliance of Employees' Provident Fund Organisation, Employees' State Insurance Corporation and provisions of any other Law.
- viii. The Contractor shall be liable to pay compensation to the persons deployed for the purpose of this agreement as per the provisions of Workmen's Compensation Act, 1923. The Contractor shall ensure that all persons employed by it are adequately insured for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower. Failing which the Bank shall reserve right to terminate the Contract without any claim for compensation.
- ix. The authorized person of the Contractor shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
- x. The Contractor shall ensure that no employee of the Contractor will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.
- xi. The Contractor shall before deploying the manpower obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed. The Police verification report shall be submitted annually before the commencement of the contract period.

- xii. The Contractor shall, at its own expenses, get the manpower deployed by it medically and clinically examined within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the Contractor.
- xiii. The Contractor shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The Contractor shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the Bank's authorized Officer assigned for this work. The register shall be submitted to the Bank after every payment to the manpower. In addition, the Contractor will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The Contractor has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by the Bank as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The Contractor shall also keep the Bank indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities. The contractor shall make payment of salary to his/her employees by credit to their bank account only. Such bank statement evidencing the payment of salary should be submitted to the Reserve Bank of India, Panaji Regional Office on monthly basis by the 10th of the succeeding month.
- xiv. The Contractor shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Contractor and /or the manpower deployed have observed the same.
- xv. The Contractor shall give weekly off to the security guards and shall provide a reliever in their place. The authorized person of the Contractor is required to conduct surprise check frequently at least twice a week during late hours to see himself that the security guards are discharging the duties faithfully and properly and also submit his report to the official identified by the Bank every fortnightly. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per security guard. The Contractor shall be liable to pay applicable overtime allowance, if any, and no claim will be entertained by the Bank in this regard.

- xvi. The Contractor should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Payment of Bonus Act, 1965; The Contract Labour (Regulation and Abolition) Act, 1970; Private Security Agencies (Regulation) Act, 2005 and should undertake to comply with various acts applicable from time to time. The Contractor shall be liable to pay minimum wages as prescribed by the notification issued by the Central Government or the one prescribed by a notification issued by State Government, under Minimum Wages Act, 1948, whichever is beneficial.
- xvii. The Contractor shall obtain a license under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the Contractor alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the persons deployed by the Contractor.
- xviii. The Contract can be further extended for a further period of two years or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the Contractor. The decision of the Bank in this regard will be final.
- xix. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the Contractor and the Bank shall not be liable in any manner whatsoever.
- xx. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed 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 the persons deployed.
- xxi. The Contractor will have to provide guard monitoring (patrolling) system.
- xxii. The Contractor should deploy guards only after obtaining confirmation from the Bank and should prepare a duty roster one week in advance as a practice.
- xxiii. After deployment, the security guards should be deputed for refresher trainings periodically.
- xxiv. The Contractor should have Credible Supervisory Infrastructure and network. (Organization level like- Branch Head - Security Officers - Field Officers - Security supervisor etc.).
- xxv. The Contractor will have to enclose/submit certificate of training before deployment of the security guards.

18. Compliance with “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013

- a) The Contractor shall be solely responsible for full compliance with the

provision of “the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the Bank’s Premises, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or the Local Complaints Committee, as applicable, and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.

- b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual harassment by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s Premises, at all times.

19. Stamp Duty

The Contractor shall bear the stamp duty of this Agreement which will be executed in duplicate. The Bank and the Contractor will retain one copy of the agreement each.

In witness, thereof the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof on the day and year hereinabove first mentioned.

Signed and delivered

Shri _____ (sign and seal of the Contractor)

In the presence of (witness):

- 1.
- 2.

Signed and delivered for and on behalf of Reserve Bank of India by (sign and seal of the Bank)

Shri _____, its duly authorized Officer

in the presence of (witness):

1.

2.

Details of previous experience

Sl. No.	Duration of Contract	Nature of services rendered	Name, full address and phone no. of the Office under whom the work was carried out	Number of persons	
				Ex-Servicemen/ Trained person	Untrained Person

Declaration

I/We solemnly hereby declare that:

- a) The firm/company is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the bidder.
- b) The firm/company has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- c) The firm/company has not been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College, on any grounds.
- d) The firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company shall give details of all disputes it had with its clients and furnish the status thereof.

Signature and Name of the authorized person of the firm/bidder with office seal

**Reserve Bank of India
Estate Cell
Human Resource Management Department
Gera Imperium – II, Patto Plaza, Panaji, Goa – 403 001**

Tender for Empanelment of Agencies for providing Security Services at RBI, Patto Plaza, Panaji including at residential premises at St Inez, Panaji from October 01, 2019 to September 30, 2020

PART-II

Price Bid

Name of Tenderer: _____

Address: _____

Contact Number: _____

Last Date of Submission: 2:00 pm on September 18, 2019

PART-II
Price Bid

E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Patto Plaza, Panaji including at residential premises at St Inez, Panaji from October 01, 2019 to September 30, 2020

Through (www.mstcecommerce.com/eprochome/rbi)

(This is for illustrative purpose only and the Price Bid should not be submitted with Part-I Technical Bid. It should be submitted in Excel format in the MSTC Online Portal under section – Price Bid.)

Name of the Firm /
Company / Agency :
(With full address and
Tel. No.)

Registration No. of the
Firm / Company / :
Agency under State /
Central Govt. or any
other Organisation
Viz. DGR

Total Amount of Monthly Charges for all categories of manpower deployed

Manpower Charges (I)

Sr. No.	Description	Charges for	
		Male Security guard	Lady security guard
A	Basic Wages (minimum) plus Variable Dearness Allowance (VDA) for 26 days "W"		
B	Employees State Insurance (ESI)		

C	Employees Provident Fund (EPF)		
D	Employees Deposit Linked Insurance (EDLI)		
E	Administrative Charges (EPF & EDLI)		
F	HRA		
G	ESI on HRA		
H	Bonus		
I	Uniform Outfit Allowance		
J	Uniform Washing All		
K	Sub Total (A TO J)		
L	Relieving charges 1/6 of subtotal (K)		
M	Total Per Head/ Per Month (Sum of K and L)		
N	Total Manpower Charges (Male Security Guards + Lady security guard)		

Rate for only 01 Security Guard for both male and female category should be quoted. Total charges for all Security Guards i.e. 8 (7 male & 1 female) will be automatically calculated by the system.

Service Charges (II):

Description	In terms of Percentage of per month total at (N) above
Service Charges in percentage, which should include: All expenditure on providing managerial supervisory/ administrative services by all means to get the work done through deployed Security Service Staff.	

Service charge should be quoted upto two decimal units only.

Grand Total (Charges for 12 months)

1. Security Guards (including Lady security guard)

[Manpower Charges (I) + {Service Charge (II) * Manpower Charges (I)}]*12 = Rs.

Date:

(Signature of Tenderer)

Name and Address with seal

Terms and Conditions:

1. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates. Rates quoted above must be as per the Director General Resettlement (DGR), Department of Ex-Servicemen (MoD), GOI rates for all the components except the Service Charges (Agency Charges) element. All fields are mandatory and subject to Government rules as applicable.
2. The above Wage structure is as per the DGR minimum wage format except service charge. The same is subject to revision on account of changes by DGR / Statutory provisions.
3. Tenderers should note that Service Charges (Agency Charges) can be retained by them and all other elements are to be passed on to respective authorities/manpower deployed. Copy of proof of payments of statutory dues and payments to manpower deployed in their respective bank accounts is to be submitted along with subsequent month's bill.

4. The tenderer is required to mandatorily quote for all two categories of Security Personnel i.e., Male Security Guard and Lady security guard in the price bid. Any bid which has not quoted charges for all the two categories of Security Personnel shall be liable to be rejected.
5. L1 shall be decided on the basis of Grand Total (Charges for 12 months) as quoted above by the tenderer.
6. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.
7. Keeping in view Tax Deducted at Source (TDS) provisions and other elements of service charges, quotations of service charge less than or equal to 2% would be treated as unresponsive and will not be considered. In case of a tie, the Bank reserves the right to award the contract to any of the tenderer in the tie, keeping in view the experience of the agency in providing security services, geographical presence, own training establishment and ISO Certification, which shall be binding on the tenderer.