



**Reserve Bank of India
Human Resource Management Department
Agartala**

**E-Tender for Annual Service Contract for Providing Security Service Personnel
(Security Guards) for the properties of RBI, Agartala**

Reserve Bank of India, Agartala Office invites E-tenders under Two – Bid system [Part-I (Technical Bid) & Part-II (Financial Bid)] for deployment of Security Guards in its' properties. For more details please visit TENDERS link on our website <https://www.rbi.org.in>.

Last date for submission of e-tender on MSTC (<https://www.mstcecommerce.com>) is **December 11, 2020 before 11:00** hours. Tender will be opened electronically by the Tender Committee in the presence of tenderers or their authorized representatives (who wish to be present) **on the same day at 15:00 hours** at HRMD, RBI, 2nd Floor, Jackson Gate Building, Lenin Sarani, Agartala-799001. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender shall be closed for bidding on **December 11, 2020 at 11:00 hours**, as scheduled above. No tender by E-Mail/Telephone will be entertained. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

General Manager (Officer-in-charge)



RESERVE BANK OF INDIA
Agartala

**E-Tender for Annual Service Contract for Providing
Security Service Personnel (Security Guards) for the
properties of RBI, Agartala**

RBI/Agartala/Agartala/4/20-21/ET/294



Reserve Bank of India Agartala

DISCLAIMER

Reserve Bank of India, Human Resource Management Department, Agartala, 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 believes 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 Contract or to change the configuration 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 person or entities expressing interest.



**Reserve Bank of India
Human Resources Management Department
Agartala**

**E-Tender for Annual Service Contract for Providing Security Service Personnel
(Security Guards) for the properties of RBI Agartala**

PART I – TECHNO-COMMERCIAL BID

NOTICE INVITING TENDER (NIT)

Reserve Bank of India, Agartala Office (hereinafter called “the Bank”), invites E-tenders under Two–Bid system (Technical & Financial Bid) for the provision of Security Service Personnel (Security Guards) at RBI Agartala. The agreement shall be for a period of one year and extendable up to two more years subject to mutual consent of both the parties and based on the satisfactory performance of the Service Provider / Contractor / Vendor(s).

2. The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before December 11, 2020 (11:00 hours)**. Tenderers shall submit tender proposal along with refundable EMD of **₹69,000/- (Rupees Sixty-nine thousand only)**, complete in all respect as per the prescribed format (eligible MSE’s are exempted from payment of EMD on submission of valid certificates). The technical bids will be **opened electronically on December 11, 2020 (15:00 hours)**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

3. Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s)/corrigendum/clarifications with respect to this tender shall be uploaded on the website/e-portal only. The tenderer should regularly check the above website/e-portal for any Amendment/Corrigendum/ Clarification on the above website. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

General Manager (Officer-in-charge)
Reserve Bank of India,
2nd Floor, Jackson Gate Building,
Lenin Sarani, Agartala 799001



**Reserve Bank of India, Agartala
Human Resources Management Department**

Annual Service Contract for Providing Security Service Personnel (Security Guards) at RBI, Agartala.

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Section-I
SCHEDULE OF TENDER (SOT)
(Only through e-procurement)

a. Name of the Department	Human Resources Management Department, Reserve Bank of India, Agartala
b. e-Tender no:	RBI/Agartala/Agartala/4/20-21/ET/294
c. e-Tender name	Annual Service Contract for Providing Security Service Personnel (Security Guards) for the properties of RBI Agartala
d. Mode of Tender	e-Procurement System Online (Part I - Techno-Commercial Bid and Part II – Financial Bid through https://www.mstcecommerce.com/eprochome/rbi/)
e. Estimated value of tender (exclusive of GST)	₹34.50 Lakh (Rupees Thirty-Four lakh fifty thousand only)
f. Date of NIT available to the parties to download	November 14, 2020
g. Bidding start date of Techno-Commercial Bid and Financial Bid at MSTC	November 14, 2020
h. Date of Pre Bid Meeting at HRMD, RBI Agartala	November 20, 2020 at 15:00 hrs
i. Earnest Money Deposit (EMD)	<p>₹69,000/- (Rupees Sixty-nine thousand rupees only) by NEFT towards: Beneficiary Name: Reserve Bank of India, Agartala Beneficiary Ac No: 8614038 IFSC: RBIS0AGPA01 (5th and 10th digit is Zero)</p> <p><i>The proof of having remitted the EMD is to be uploaded in MSTC portal</i></p> <p>Eligible registered MSEs (as per Public Procurement Policy Order 2018 issued by Ministry of MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p>
j. Last date for submission of EMD	December 10, 2020 (15:00 hrs)
k. Last date online e-Tender for submission of Techno-Commercial Bid & Financial Bid	December 11, 2020 (11:00 hrs)
l. Date & time of opening of Part-I (i.e. Techno- Commercial Bid)	December 11, 2020 (15:00 hrs)
m. Date & Time of opening of Part- II (Financial Bid)	Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Agartala. Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.
n. Transaction Fee	Payment of Transaction fee (0.05% of contract value+18% GST) through MSTC Gateway /NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Section-II

Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Agartala. The e-procurement Service Provider/ Contractor/ Vendor 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 as well as Financial Bid over the internet will be done. Service Provider/Contractor/ 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/RBI, Agartala is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature)

SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

(a) Vendors are required to register themselves online with www.mstcecommerce.com → eProcurement → PSU / Govt.Depts → RBI. Register as Vendor by 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 while filling the registration form.

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

MSTC Contact Person

1. Shri Shubhajit Roy, AM, Mobile Number – 7501524754, email: sroy@mstcindia.co.in
2. Shri Prashant Chitranjan, AM, Mobile Number: 8592888286, email: pchitranjan@mstcindia.co.in

Contact person at RBI Agartala

(i) Shri Sunil Kumar Pradhan, Assistant Manager, Reserve Bank of India, Agartala.

Email: estateagartala@rbi.org.in, Phone No.: 0381-2381061

(ii) Shri Ashis Mittal, Manager, Reserve Bank of India, Agartala.

Email: estateagartala@rbi.org.in, Phone No.: 0381-2381071

2. **System Requirement:**

- (a) Windows XP-SP3 & above / Windows 7 Operating System
- (b) IE-7 and above Internet browser
- (c) Signing type digital signature
- (d) JRE-7 update 9 and above software to be downloaded and installed in the system.
- (e) 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”.
- (f) 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**)
- (g) For more details, vendor may refer to Service Provider / Contractor / Vendor **Guide** and **FAQ** available at www.mstcecommerce.com/eprhome.

3. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprhome/rbj. 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 & Financial / Price formats without any ambiguity.

5. **Special Note towards Transaction fee:** The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in Service Provider / Contractor / Vendor login. The vendors have to select the particular tender from the event dropdown box. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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 Service Provider / Contractor / 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.

6. 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 (Notice inviting tender).

8. **Bidding in E-tender:**

(a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (If any) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

(b) Eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.

(c) The process involves Electronic Bidding for submission of Technical and Financial / Price Bid.

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

(e) Service Provider / Contractor / Vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that click on the Technical bid. If this application is not run then Service Provider / Contractor / Vendor will not be able to save / submit his Technical bid.

(f) After filling the Technical Bid, vendor should click '**SAVE**' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then vendor should click on "**SAVE**" to record their financial

bid. Once both the Technical bid & Financial bid has been saved, Service Provider/ Contractor /Vendor can click on the “**Final submission**” button to register their bid.

(g) Vendors are instructed to use ‘**Attach Doc**’ button to upload documents. Multiple documents can be uploaded.

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

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

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

(k) 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 Service Provider / Contractor / Vendor for execution of supply.

(l) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

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

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

8. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

9. No deviation to the Technical and Financial Terms & Conditions are allowed.

10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

11. Vendors are requested to read Service Provider/Contractor/Vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize themselves with the system before bidding.

Section-III
General Instructions to Bidders

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General Instructions to Bidders

A. General	
1. Scope of Tender and general information	<p>1.1 The Bank invites E-tenders from the eligible reputed tenderers to participate in the process of selection of Security Service Agency for Annual Service Contract regarding Providing Security Service of Trained Security Personnel (Security Guards/Unarmed Men) at RBI Agartala. The Estimated value of contract per annum is ₹34.50 lakh (Rupees Thirty-four lakh fifty thousand only) exclusive of GST. Detailed terms and conditions of the work have been provided at Annex-III of this tender document.</p> <p>1.2 The services of security agency are required for the following properties of the Bank:</p> <p>i) RBI Office Building at 2nd Floor, Jackson Gate Building, Lenin Sarani, Agartala-799001.</p> <p>ii) Plot of land purchased for RBI at Kunjaban, Agartala</p> <p>iii) Residential Office of General Manager (Officer-in-charge) at Joynagar, Agartala or as decided and communicated by RBI.</p> <p>1.3 More details of Scope of Work and Services required for providing services are detailed in Annex I.</p> <p>1.4 Details of number of Security Guards required is provided in Annex-II. The Bank reserves the right to increase/ decrease the required number of security personnel.</p>
2. Prohibited Practices	<p>2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>

	<p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p> <p>2.2 Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).</p>
<p>3. Eligibility Criteria</p>	<p>The applicant participating in the bidding process should have the basic minimum requirements mentioned below</p> <p>3.1 <u>Kind of experience.</u> The applicant must be exclusively providing security guards to any of the reputed Public/Private Sector Banks/Enterprises. The applicant should produce the copies of work orders from clients as mentioned above. No other kind of work experience would be accepted. The applicants should not upload any documents pertaining to any other works other than that of providing security guards.</p> <p>3.2 <u>Duration of past experience</u> The applicant should have continuous experience of three years from April 01, 2017 to March 31, 2020 and, in support of this, the applicant should submit documentary evidence. Applicant should also furnish their client list showing the details of works carried out by them for these three years. The list shall include details such as ‘Name of the Client’, ‘Value of Work executed’, ‘Date of Start and Finish of the Work’, etc. Experience certificates and work orders only for the works undertaken during the period April 01, 2017 to March 31, 2020 would be accepted. Experience certificates and work orders for the works carried out prior to April 01, 2017 will not be accepted.</p> <p>3.3 <u>Minimum value of completed work under a single contract</u> Experience of having successfully completed work under a single contract during April 01, 2017 to March 31, 2020 costing not less</p>

than 80% of the estimated cost. The contract should pertain to providing security guards. The contract should be for a continuous/unbroken period of minimum one year during the timespan April 01, 2017 to March 31, 2020. Documentary evidence in support of such work must include work order and experience certificate/work completion certificate from the client in the format prescribed in [Annex-IX](#).

3.4. **Yearly Turnover**: The Applicant should have annual turnover of amount equal to the estimated cost during each of the last three years i.e. up to March 31, 2020 (Financial Year (FY) 2017-18, 2018-19 and 2019-20).

3.5 **Solvency**: The Applicant should furnish solvency certificate issued by the Applicants Banker in the format prescribed in [Annex-X](#), specifically for the purpose of the work, for a minimum amount equal to the estimated cost.

3.6 **Service setup**: Full-fledged service setup of the Applicant should be available for the specified job at Agartala, wherefrom required quality services can be regularly provided. A copy of trade license must be submitted as proof of the service setup.

3.7 **ISO Certification, SA 8000, OHSAS 18001**. The bidder should have at least one of the following certifications:
ISO-9001 / SA-8000 / OHSAS-18001

3.8 **ESIC, EPF Registration**. The Agency must be registered with ESIC and EPFO.

3.9 **Training Setup**. Company should have a proper infrastructure/arrangement for imparting training to their security personnel on professional, physical aspects, discipline and conduct. A duly certified documentary evidence of the same may be provided.

3.10 **PSARA License**. The agency/ firm should be in possession of a valid license granted by Controlling Authority of the State of Tripura.

3.11 **Trade License**. The Agency should be in possession of a valid trade license for the service set-up in Agartala.

3.12 The Agency should be in possession of a valid license for employing contractual labour under Section 12(1) of "The Contract Labour (Regulation & Abolition) Act, 1970" for the State of Tripura.

B. Contents of Tender Document	
4. Sections of Tender Document	<p>4.1 The Tender Document consist of two parts which includes all the Sections indicated below and should be read in conjunction with any Article/Section issued in accordance with <u>Instructions to Bidders</u>.</p> <p style="text-align: center;"><u>Tendering Procedures</u></p> <ul style="list-style-type: none"> • Section-I: Schedule of Tender (SoT) • Section-II: Instruction regarding E-Tender • Section-III: General Instructions to Bidders • Section-IV: Evaluation / Selection Criteria <p style="text-align: center;"><u>Conditions of Contract and Contract Forms</u></p> <ul style="list-style-type: none"> • Section-V: General and Specific Conditions of Contract (Annex-I to IV) • Section-VI: Standard Formats (Annex V to XIII).
5. Clarification of Tender Document, Pre-Bid Meeting	<p>5.1 A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.</p> <p>5.2 The Pre-Bid meeting will be conducted on November 20, 2020 at HRMD, RBI, 2nd Floor, Jackson gate Building, Lenin Sarani, Agartala 799001. Bidders may also clarify the issues telephonically or in person as per the contacts furnished in this document.</p> <p>5.3 The tenderer shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document before November 19, 2020.</p>
6. Amendment of Tender Document	<p>6.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments/ corrigendum on RBI website (www.rbi.org.in)/MSTC portal.</p> <p>6.2 Any amendments/corrigendum issued shall be a part of this document.</p> <p>6.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>

C. Preparation of Tenders	
7. Cost of Tendering	7.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
8. Documents Comprising the Tender	<p>8.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> • Notice Inviting Tender • Technical Bid Details (including necessary documents) • Financial Bid Details • Earnest Money Deposit <p>Intending tenderer has to deposit a sum of ₹69,000/- (Rupees Sixty-nine thousand only) with the Reserve Bank of India, Human Resource Management Department, Agartala-799001 on or before December 10, 2020 (15:00 hrs).</p> <p>By NEFT to following A/c: <u>Beneficiary Name: Reserve Bank of India, Agartala</u> <u>A/c Number: 8614038</u> <u>IFS Code: RBIS0AGPA01 (5th & 10th being zero)</u></p> <ul style="list-style-type: none"> • <u>Please Write “Amount for EMD – HRMD Tender for ASC of Pvt. Security Guards” in narration</u> <p>Eligible registered MSEs (as per Public Procurement Policy Order 2018 issued by Ministry of MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p> <ul style="list-style-type: none"> • Performance Bank Guarantee to be furnished after award of contract by the successful tenderers. • Contract Agreement (after award of contract by the successful tenderers).
9. EMD as Tender Security and Transaction Fee	<p>9.1 Tenderers need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fee is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>9.2 Tenders without EMD (if not exempted) will not be accepted under any circumstances.</p> <p>9.3 Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p>

	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
10. Letter of Tender	10.1 The tenderer shall submit the Tender using the digital signature (class-3) via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
11. Documents Establishing the qualifications of the Tenderer	11.1 To establish its qualifications to perform the Contract in accordance with Section-III (Para 3), the tenderer shall provide the information in the format prescribed in Section- V & VI (Standard Formats).
12. Visit to Department	12.1 The bidder is required to provide security services and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
13. Period of validity of Tenders	13.1 The Tender validity period shall be 90 days from the last date of the submission of tender. 13.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.
D. Submission and Opening of Tenders	
14. Submission, Sealing and Marking of Tenders	14.1 Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender. 14.2 The tenderers may submit online their Financial Bid (competitive rates) in prescribed format (Part-II, Annex-XIII) along with copies of necessary documents as indicated in the “Technical Bid” (Part-I). E-Tender with all information shall be submitted on or before the prescribed time and date. Incomplete Tenders will be summarily rejected. 14.3 The tenderers shall quote rates inclusive of all components factored but exclusive of GST as mentioned in Annex-XIII . 14.3 If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.

15. Deadline for Submission of Tenders	<p>15.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.</p> <p>15.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
16. One Bid per Bidder	<p>16.1 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.</p>
17. Late Tenders	<p>17.1 No Tender after the deadline shall be allowed on the portal.</p>
18. Tender Opening	<p>18.1 The Bank shall open the Tender (Part-I) electronically on the notified date. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address.</p>
E. Examination of Tenders	
19. Confidentiality	<p>19.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.</p>
20. Clarification of Tenders	<p>20.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p>20.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>
F. Tender Evaluation and Comparison	
21. Evaluation of Tenders	<p>21.1 The Bank shall use the evaluation criteria indicated in Section IV.</p>

22. Qualification of the Tenderer	22.1 The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Para 3 of Section III and the documents submitted as per Para 1.7 of Annex-VI .
23. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders	23.1 The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out-rightly.
G. Award of Contract	
24. Award Criteria	24.1 The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).
25. Notification of Award	<p>25.1 The tenderer who passes the test of Technical Evaluation, including site visit evaluation, will qualify for the Financial Bid. The lowest bidder in Financial Bid shall be awarded the tender. THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK ALSO RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON.</p> <p>25.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. <u>The successful tenderer shall take over entire work within 7 days of notification of award of work.</u></p>
26. Signing of Contract	26.1 The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value as applicable within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period of one year in first year and extendable up to two more years, one year each time, subject to annual review by the Bank of the performance of the contractor(s) and mutual agreement.
27. Performance Security	27.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹1,72,500/- (Rupees One lakh seventy-two thousand five hundred only) . The PBG shall be valid for a period of 60 days after the expiry of contract

	<p>period. The EMD of such tenderer will be returned on receipt of PBG.</p> <p>27.2 Failure of the successful tenderer to submit the Performance Bank Guarantee of ₹1,72,500/- (Rupees One lakh seventy-two thousand five hundred only) or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p>27.3 The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc.</p>
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Section-IV: Evaluation/ Selection Criteria

A. Technical Bid Evaluation	
1.	<p>1.1 First, Part-I (Techno Commercial bid) will be evaluated. Tenderers shall furnish information for Technical Evaluation as per Form 1 of Standard Format (Annex-V).</p> <p>1.2 Supporting documents for the various items indicated in the Form 1, Para 1.7 of Annex-VI and in other parts of the Tender document, should be submitted for Technical evaluation.</p> <p>1.3 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients as also the findings from site visit to take decision regarding qualification in Technical Evaluation.</p> <p>1.4 ALL DOCUMENTS SUBMITTED SHOULD BE STRICTLY IN ACCORDANCE WITH PARA 3 (ELIGIBILITY CRITERIA) OF SECTION III (GENERAL INSTRUCTIONS TO BIDDERS). ANY DEVIATION FROM, OR INADEQUACY OR INCOMPLETENESS IN THE REQUIREMENTS PRESCRIBED THEREIN WILL RENDER THE TECHNICAL BID INELIGIBLE. FAILURE TO SUBMIT ANY OF THE DOCUMENTS WOULD LEAD TO CANCELLATION OF THE BID. ANY FURTHER COMMUNICATION WITH THE APPLICANT IN THIS REGARD SHALL BE AT THE SOLE DISCRETION OF THE BANK.</p> <p>1.5 The financial bids of only the firms/agencies/bidders qualified in the technical bid will be opened for financial evaluation. The work will be awarded to the lowest bidder. In the event of a tie where multiple bidders have, in their financial bids, quoted the same lowest amount, the work will be awarded to the bidder which has the highest Average Annual Turnover in the last three Financial Years, i.e., FY 2017-18, 2018-19 and 2019-20.</p> <p>1.6 Financial Bid/Part-II will be opened for those bidders who qualify in Part-I. Tender will be awarded to Lowest bid in Part-II. THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK ALSO RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON.</p>
2.	<p>2.1 RBI may, at its discretion, conduct site visits to assess the quality and other aspects of the existing contracts of bidders as per the above criteria.</p> <p>A list of such places i.e. complete address details of clients in Agartala along with contact details of the contact person should be provided.</p>

Scope of work and services

1. Duties of security guards

(a) All Security Guards will report for duty ten minutes before their duty start time and will be well turned out.

(b) After briefing by the Security Officer of the Bank, they will clear doubts if any on the instructions passed on the day.

(c) The guards manning the security/ check posts should be vigilant and available at their posts.

(d) The guards will keep a watch on the activities at the entrance/ exit gates and any abnormality noticed will be instantly reported to the Security Officer of the Bank.

(e) While on duty, the guards will maintain a polite behavior with the employees, residents and guests.

(f) While on duty, the guards will maintain a polite but firm behavior with the contract labor but should not cause unnecessary obstruction to work.

(g) Guards will not involve themselves in any of the activities they are supposed to check and prevent.

(h) In case of any doubt the guard will not keep it to himself but will immediately seek help from Security Officer or Administration section of the Bank.

(i) While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities.

(j) No guard, especially in night shift duty will ever be found sleeping. If found, sleeping on duty the guard will require to be removed from all of RBI's properties and the Security Agency will be penalized monetarily as per the penalty clause mentioned at [Annex IV](#).

(k) Guards on duty at Office entrance will check the incoming/outgoing employees/visitors/contractors/labourers, etc. He will also maintain a log book to record the details of the persons, excluding employees, entering/ exiting.

(l) The guards on duty will also take care of all the vehicles parked in the parking allotted to the Bank / in the premises of the Bank.

(m) The guard should ensure that the street-dogs and stray cattle do not enter into the premises.

(n) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will help

in extinguishing the fire or in any other natural calamities.

(o) In emergent situations, Security Staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Security Guards should be sensitized for their role in such situations.

(p) The Security Guards are required to display mature behavior, especially towards ladies, children and elderly persons.

(q) Any Security Guard on duty shall not leave the premises until his reliever reports for duty.

(r) Any other provisions as advised by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.

(s) Security Guard shall undertake any other related task given by the Bank to improve security.

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

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-Commerce portal.

Details of Security Personnel Required

Place of Deployment	Security Guards (Male)				TOTAL
	1 st Shift	2 nd shift	3 rd Shift	General Shift *	
RBI Office premises	2	2	2	1	7
RBI land at Kunjaban, Agartala	1	1	1	0	3
GM (OIC)'s Residential Office at Joynagar, Agartala	1	1	1	0	3
TOTAL					13

* From 10 am to 6 pm, subject to change as per requirement.

Total Man Power

S.No.	Man power and Category	Head count
1	Security Guard (Area C - watch and ward, without arms as per minimum wages at Central Government Rates)	13

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

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-Commerce portal.

Terms & Conditions of Contract

1. The Contractor shall render Security Service (Ex-Servicemen/Trained Security Guards) round the clock, watch and ward in respect of the RBI, Office premises at Jackson Gate Building, 2nd Floor, Lenin Sarani, Agartala- 799001, and at the residence of the Officer-in-charge as decided and communicated by RBI and at the plot of land owned by RBI at Kunjaban, Agartala.
2. The Contractor shall deploy for fulfilling its obligation under the Agreement such number of staff as may be agreed to between the parties. However, it is estimated that at present the requirement of the Bank is for 13 (thirteen) security personnel, i.e. to cover thirteen shifts (as per [Annex II](#)). The number of such personnel may be increased or decreased as per the requirement of the Bank during the contract period by intimating in writing to the Contractor.
3. The Contractor's Staff (Ex-Servicemen/Trained Security Guards) shall always be under the direct administrative control and supervision of the Contractor and the Contractor shall be free to transfer and retransfer its staff in accordance with the Contractor's need, provided always that the stipulated number of staff to be deployed for the fulfilment of the Contractor's obligations under this agreement is always maintained. The Contractor will provide trained, disciplined and qualified security guards to meet the above requirement. The Contractor will provide to the security guards, uniforms with identification badges and all other basic equipment required by the security guards to perform their duties, such as baton, etc.
4. The Contractor shall be solely responsible for replacement of security personnel in the event of any of them reporting sick, proceeding on leave, absent without leave or under any circumstances. The Contractor shall alone be responsible for all the consequences arising on account of sickness, injuries or death to any of its personnel and RBI, Agartala shall in no way be liable for the same.
5. The Security personnel (Ex-serviceman/Trained Security Guards) of the Contractor shall guard the premises of RBI Office premises at Jackson Gate Building, 2nd Floor, Lenin Sarani, Agartala – 799 001 and at the residence of the General Manager (Officer-in-charge) as decided and communicated by RBI and at the plot of land owned by RBI at Kunjaban, Agartala to the best of their abilities. They will exercise all care, caution and

reasonable and prudent exercise of judgement, while exercising their duties. The RBI will provide at its office premises, such facilities as will add to the efficient performance of duty by the guards. A register will be provided for maintenance of the details of visitors entering the office premises.

6. The Contractor shall have exclusive right to terminate the services of any of its staff employed to fulfil its obligations under this agreement and to substitute any person instead. However, RBI, Agartala shall be at liberty in its sole discretion to call upon the Contractor to remove forthwith from the RBI Office Premises at Jackson Gate Building, 2nd Floor, Lenin Sarani, Agartala – 799 001 and from the residence of the Officer-in-charge as decided and communicated by RBI and from the plot of land owned by RBI at Kunjaban, Agartala, any person or persons appointed by the Contractor to carry out its obligations under this agreement and to appoint another person or persons to the satisfaction of the RBI in the place of the person or persons so removed. RBI Agartala's decision in this respect shall be final and binding on the Contractor. RBI Agartala shall not be bound to give any reason/s to the Contractor in this behalf.

7. The Contractor shall carry out its obligations under this agreement diligently and to the satisfaction of the RBI, Agartala. The Contractor shall comply with the directions and instructions, which may be issued by RBI, Agartala from time to time and shall ensure that its staff complies with the said directions and instructions.

8. The Contractor will arrange to make surprise checks daily to ensure that its personnel are well turned out and their performance is up to the satisfaction of RBI, Agartala. The Security personnel shall maintain proper registers, duty rosters, attendance registers etc. as decided by RBI and shall not allow unauthorized entry.

9. The Contractor shall provide Thirteen (13) security personnel (Ex-serviceman/Trained Security Guards) as under;

10. Out of the 13 (Thirteen) security guards, 7 (Seven) security guards will be for manning RBI Office premises located at Jackson Gate Building, 2nd Floor, Lenin Sarani, Agartala – 799 001 for 24 hours (two guards each for 8 hours in three shift and one guard will be on general shift of 8 hours).

11. Another 3 (three) security guards will be providing security service at the plot of land owned by RBI at Kunjaban, Agartala for 24 hours on 8 hours shift (one guard in each shift).

12. The remaining 3 (three) will be for managing the security services at the residence of General Manager (Officer-in-charge) for 24 hours on 8 hours shift (one guard in each shift).

13. This number can be increased or decreased through letters communicated by RBI, Agartala to the Contractor. Such actions based on communications, will be deemed to have been undertaken under the provisions of this contract.

14. The Contractor shall be liable for payment of all wages, charges and statutory contributions to the security personnel employed.

15(i). RBI, Agartala shall pay to the Contractor, compensation per security guard per month. The amount shall be arrived from the quote submitted by the Contractor during the Tender process. However, the variation in minimum wages, if any, will be revised from time to time as per Central Government minimum wages rates for the Industrial workers (employed as WATCH AND WARD – without arms).

15(ii). PAYMENT TO SECURITY GUARDS BY THE CONTRACTOR SHOULD BE MADE ELECTRONICALLY IN THEIR BANK ACCOUNTS. ALONG WITH THE BILL, A PROOF OF PAYMENT TO SECURITY GUARDS SHOULD BE SUBMITTED. THE PAYMENT TO SECURITY GUARDS SHOULD BE FOR 28 OR 30 OR 31 DAYS A MONTH DEPENDING ON THE LENGTH OF THE MONTH. ANY DEVIATION FROM THIS WOULD LEAD TO TERMINATION OF THE CONTRACT.

16. The contractor shall be solely responsible for payment of all statutory taxes/ charges/ fees to the appropriate authority, unless required otherwise by the relevant statute.

17. Either party shall be at liberty to terminate the agreement by giving three clear calendar month's notice in writing.

18 (i). The Contractor/ Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

18 (ii) 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 Internal Complaints Committee constituted by the Bank.

18 (iii). 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 violation by the employee of the Contractor is proved.

18 (iv). The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

20 (i). The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish,

permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

20 (ii). 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 is fully satisfied.

20 (iii). The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

(21) Security Guards should:

- (a) Have Standard of Physical Fitness as per Sub-Section (1), (2) and (3) of Section 6 of Tripura Private Security Agencies Rules (TPSAR), 2007.
- (b) Have Minimum qualification 10th pass or equivalent exam.
- (c) Have Security Training as per Section 5 sub-section (1) to (3) of TPSAR 2007.
- (d) Have been on the employment roll of the bidder for a minimum of six months before their deployment at RBI's sites.

(22) The Agency shall be responsible for the entire risk coverage of private unarmed guards for the duration of such service with the Bank.

(23) The antecedents of staff shall be verified by the agency from local police authority before they are deployed and an undertaking in this regard to be submitted to the Bank.

(25) All liabilities arising out of accident or death while on duty shall be borne by the agency. For this purpose the agency shall maintain adequate insurance cover.

(26) The agency shall at its own expense, arrange to effect and maintain comprehensive insurance (workmen compensation policy for salary quoted) for its Security Guards reflecting Reserve Bank of India as the Principal Employer. A copy of the same shall be provided to the Bank.

(27) The security staff or any other employees of the agency shall not accept any gratitude or reward in any shape.

(28) The agency shall have his own Establishment / Training Institutes/ arrangements for having adequate training aids for training purpose at its own cost to ensure correct and satisfactory performance of its liabilities and responsibilities under the contract.

(29) The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the agency and based on the documentary proof jointly signed by the representative of the Bank and the agency/ its representative /personnel authorized by it. No other claim on whatever account shall be entertained by the Bank.

(30) In case any of agency's personnel(s) deployed under the contract is (are) absent, a penalty as mentioned in the Working Penalty Clause shall be levied by the Bank and the same shall be deducted from the agency's bills. An official warning letter shall also be issued by the Bank to the agency as it will be construed as exposing the security of Bank's property to a "Higher Risk" level.

(31) In case any of agency's personnel deployed under the contract fails to report in time and agency is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty as mentioned in the Working Penalty Clause shall be levied.

(32) Any liability arising out of any litigation (including those in consumer courts) due to any act of agency's personnel shall be directly borne by the agency including all expenses / fines.

(33) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the agency. The Bank shall be entitled to recover the amount from the agency by deduction from money due to the contractor or from the Performance Security.

(34) The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.

(35) The Agency shall ensure that all the security guards deployed in the Bank premises are having a Saving Bank Account and Salary is paid to them by the Agency through NEFT/ RTGS and wages must be paid by 10th of every month.

(36) The Agency shall abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986 and shall not deploy any person in violation of the provisions of the said Act.

(37) The Agency shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tripura Industrial Establishment, (National & Festival Holidays) Act 1963 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Agency shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.

(38) Working penalty: As mentioned in [Annex IV](#).

(39) (i) Arbitration: Except where otherwise provided for in the contract, all questions and

disputes relating to the meaning of the Scope of Work, Terms & Conditions, herein before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of The General Manager (Officer-in-charge) or to the sole arbitration of some other person appointed by the General Manager (Officer-in-charge) willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the General Manager (Officer-in-charge) is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of RBI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, the General Manager (Officer-in-charge) as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

(39) (ii) Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(39) (iii) It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

(39) (iv) The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

(39) (v) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to be payable to the Agency shall be withheld on account of such proceedings.

(39) (vi) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

(39) (vii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

(39) (viii) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

(39) (ix) The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. In case of any unresolved dispute between the Agency and RBI, it shall fall in the jurisdiction of the High Court of Tripura at Agartala.

(40) Jurisdiction of court: This agreement is subject to jurisdiction of the High Court of Tripura at Agartala.

(41) **Period of contract**: The contract, if awarded shall be initially valid for a period of one year from the date of agreement. The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on terms mutually agreed upon. Either party shall be at liberty to terminate the agreement by giving three clear calendar month's notice in writing.

(42) **Risk Clause**

Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the Agency in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the RBI about the failure on the part of the Agency shall be final and binding on the Agency. This termination can be done at a notice of 10 working days.

In the event of any failure on the part of the Agency, RBI shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the Agency. The additional cost, loss, if any, incurred by RBI would be recovered from the Agency.

(43) **Payment to the agency**

The Contractor shall be responsible for paying wages to the security guards for 365 days a year. The payment shall strictly be at the daily rate of minimum wages prescribed under the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the Notifications issued thereunder 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. **THE RATES QUOTED IN PART II OF THE TENDER SHALL BE NECESSARILY FOR PROVIDING SECURITY GUARDS FOR FULL 365 DAYS. FURTHER, THE APPLICANT (TO WHOM THE TENDER IS AWARDED) MUST ENSURE THAT THE PAYABLE MONTHLY WAGES (28 OR 30 OR 31 DAYS AS THE CASE MAY BE) ARE CREDITED ELECTRONICALLY TO THE BANK ACCOUNTS OF THE WORKERS. AT THE END OF A COMPLETED YEAR OF PROVIDING SERVICE, IT MUST BE ENSURED THAT EACH SECURITY GUARD, WHO HAS WORKED ON ALL WORKING DAYS DURING THE YEAR, SHOULD HAVE HIS BANK ACCOUNT CREDITED BY THE CONTRACTOR WITH THE TOTAL AMOUNT OF MINIMUM WAGES FOR FULL 365 DAYS AND NO LESS. THIS TOTAL AMOUNT SHOULD BE 365 MULTIPLIED BY THE APPLICABLE DAILY RATE OF MINIMUM WAGES AT CENTRAL GOVERNMENT RATES.**

The charges quoted will cover the cost of the services of manpower deployed, material used for maintenance of machinery/equipment deployed for efficient rendering of services

and shall be payable on monthly basis subject to submission of invoice and performance check. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Bank and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that Security Guards engaged by him must receive their entitled wages in time. In view of this, the following procedure will be adopted. The bills shall be submitted along with the following documents in respect of the contractual employees deployed at RBI, Agartala, mandatorily:

(a) Current month Invoice Copy.

(b) Current month Wage Register (Form XVII [See rule 78(1) (a) (i) of The Contract Labour (Regulation and Abolition) Central Rules, 1971], duly signed by the individual contract Labourers.

(c) Current month Attendance Register.

(d) Current month ESI remittance challan (if applicable) with consolidated and breakup details.

(e) Current month EPF remittance challan, as applicable, with consolidated and breakup details.

(f) Letter to the bank regarding disbursement of payment.

(g) UTR Numbers/Documentary evidence of the transfer of payment to the individual employee's account.

(h) Proof of any other payment made to the contractual employees.

(i) A Certificate by the Vendor declaring that they are adhering to the applicable forms under the Minimum Wages Act, 1948 (XI of 1948) and all the applicable rules under the Act issued by the Government of India from time to time, EPFO, ESIC (if applicable), Bonus and all other Act/Rules issued by the Government of India in connection with employment of labours.

(h) Periodical returns submitted to Labour Commissioner, Shram Suvidha Portal, EPFO & ESIC within 07 days of filing (as and when submitted).

(44) The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Bank.

(45) The Agency shall raise the bill on completion of every month and the payment shall be made within 15 days from the date of submission of complete bill with all supporting documents. As the Bank follows National Electronic Fund Transfer (NEFT) method only, the payment, if any, shall be made through NEFT to the contractor's bank account.

(46) Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency has been made for the billed period.

(47) No request for making advance payment on any ground shall be entertained.

(48) Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

(49) **Audit**

If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Bank from the agency.

If any underpayment is discovered, the amount shall be duly paid to the agency by the Bank.

(50) **Outsourcing**

Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. If the Bank subsequently finds to the contrary, it reserves the right to cancel the contract immediately.

(51) RBI reserves the right to assess the capacity and capability of the parties. The Bank also reserves the right to accept any or reject any/ all the applications or any part thereof at any stage of process without assigning any reason thereof. The Bank has no obligation to accept the lowest financial application. RBI's decision in this regard shall be final and binding.

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

SIGNATURE & SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-Commerce portal.

Working Penalty Clause

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

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

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

SI No.	Service Level Agreement (SLA)	Failure Tolerance Level	Risk	Penalty per Month
	General			
1	Failure to monitor thefts / pilferage regularly at assigned area.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2	Staff shall not be Missing from duty/ post.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3	Failure to intimate the incidents immediately to Security Officer of the Bank.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
4	Staff shall not sleep on duty	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
5	Misbehavior by the Staff with any employee / visitors etc.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
6	Failure in handing and taking over of duties during shift change and failure in follow up of SOPs	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
7	Misuse of Bank property/equipment.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
8	Failure to conduct training as per	Zero	Low	Minimum 0.2% to

	the terms of the contract.			Maximum 2% of the bill value.
9	Smart Turnout, Good Uniform with ID card at all the times.	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.

Penalty per Month

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

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

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

S No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1	The Contractor shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2	Deploying the employee beyond 8 hours in a day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3	Failure to deploy 100% security staff in each shift.	Should not be less than 100% attendance on daily shift basis- (Zero)	High	Minimum 0.5% to Maximum 3% of the bill value.
4	Failure to comply with the Applicable laws	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
5	Deploying the Staff/ employees without giving weekly-off.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
6	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.

7	Statutory requirement documents to be provided on by keeping one register each i.e., - Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
8	Participation in the Vendor compliance Audit.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
9	Statutory requirement - documents to be provided on time i.e., -PF/ESI	Before 5th of every month	Medium	Minimum 0.3% to Maximum 3% of the bill value.
10	Failure to pay the salary with in 10th of each month	on or before 10th every month	Medium	Minimum 0.3% to Maximum 3% of the bill value.

Penalty per Month

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

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

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

Place:

Signature and seal of the Tenderer
Name of Authorized signatory

Date:

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-Commerce portal.

Section VI- Standard Formats

Annex-V

Form-1 of Technical Bid
(To be given on tenderer's letter head)

The General Manager (Officer-in-charge)
HRMD, Reserve Bank of India
Agartala 799 001

E-Tender for Annual Service Contract for Providing Security Service Personnel (Security Guards) at RBI Agartala

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

- (a) I/ We certify that before signing this bid, I/ We have read and fully understood all the terms and conditions and instructions laid down in tender document and undertake to abide by them.
- (b) I/ We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/ other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Gratuity, Leave, etc., also need to be paid as prescribed under various statutes, by me / us.
- (c) I/ We undertake that complete security of the Bank's properties shall be ensured by our Agency.
- (d) The Earnest Money Deposit (EMD) of ₹69,000/- (Rupees Sixty-nine thousand only) is submitted through online on Beneficiary Name: Reserve Bank of India, Agartala IFSC: RBIS0AGPA01, Account No.: 8614038
- (e) On receiving the award of contract, I/We will furnish a Performance Bank Guarantee in lieu of Security Deposit of ₹1,72,500/- (Rupees One lakh seventy-two thousand five hundred only) which shall be valid for the entire period of contract.
- (f) I / We also understand that The General Manager (Officer-in-charge), Reserve Bank of India, Agartala has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- (g) I/ We have valid registration in respect of Employees Provident fund/ Employees State Insurance/ GST etc., copies of which are enclosed herewith.
- (h) I/ We agree and undertake, if our bid is successful and accepted, to provide the security services in accordance with the requirement of the Bank.

(i) I/ We also understand that the Bank Guarantee, in lieu of security deposit, will be invoked in the event of failure on my/ our part to execute the agreement within the specified time or in case of breach attributable to me/ us of the terms and conditions, or failure on my/ our part to duly execute the work.

Yours faithfully,

Date:

Authorized Signatory (Name & Seal)

Place:

Scanned copy (PDF format) must be uploaded while submitted e-tender online through MSTC E-commerce portal.

**General Instructions regarding Techno-commercial and Financial bids
(To be read in relevance to e-Tendering process only)**

(To be scanned and uploaded)

1. PART- I (Techno-commercial bid)

1.1 Tenders in two parts are invited from Companies/Firms/Agencies for Annual Service Contract for providing Security Service Personnel (Security Guards) at RBI Agartala at an estimated cost of ₹ **34.50 Lakh (Rupees Thirty-four lakh fifty thousand only)** per annum **exclusive** of GST.

1.2 The outsourcing agency (hereinafter referred to as “Agency”) shall provide trained, uniformed and unarmed men under its employment, and will provide security at various premises of the Reserve Bank of India, Agartala (hereinafter referred to as “Bank”) as indicated in this document and; monitoring and surveillance of the said premises.

1.3 The Agency shall abide by the Private Security Agencies (Regulation) Act, 2005 (Central Act 29 of 2005) (PSARA-2005) and Tripura Private Security Agencies Rules, 2007 and shall strictly follow all the provisions of the Acts and Rules mentioned in it.

1.4 The agency should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and the related Acts/Rules enacted by Tripura State (wherever applicable).

1.5 Eligibility criteria for participating in the tender. Company/Firm/Agency who fulfill the following pre-qualification criteria are eligible to apply.

Sl. No	Criteria	Requirement
1	Kind of experience	The applicant must be exclusively providing security guards to any of the reputed Public/Private Sector Banks/Enterprises. The applicant should produce the copies of work orders from clients as mentioned above. No other kind of work experience would be accepted. The applicants should not upload any documents pertaining to any other works other than that of providing security guards.
2.	Duration of past experience	The applicant should have continuous experience of three years from April 01, 2017 to March 31, 2020 and, in support of this, the applicant should submit documentary evidence. Applicant should also furnish their client list showing the details of works carried out by them for these three years. The list shall include details such as ‘Name of the Client’, ‘Value of Work executed’, ‘Date of Start and Finish of the Work’, etc. Experience certificates and work orders only for the works undertaken during the period April 01, 2017 to March 31, 2020 would be accepted. Experience certificates and work

		orders for the works carried out prior to April 01, 2017 will not be accepted.
3.	Minimum value of completed work under a single contract	Experience of having successfully completed work under a single contract during April 01, 2017 to March 31, 2020 costing not less than 80% of the estimated cost. The contract should pertain to providing security guards. The contract should be for a continuous/unbroken period of minimum one year during the timespan April 01, 2017 to March 31, 2020. Documentary evidence in support of such work must include work order and experience certificate/work completion certificate from the client in the format prescribed in Annex-IX .
4.	Yearly Turnover	The Applicant should have annual turnover of amount equal to the estimated cost during each of the last three years i.e. up to March 31, 2020 (Financial Year (FY) 2017-18, 2018-19 and 2019-20).
5	Solvency	The Applicant should furnish solvency certificate issued by the Applicants Banker in the form prescribed in Annex-X , specifically for the purpose of the work, for a minimum amount equal to the estimated cost.
6.	Service setup	Full-fledged service setup of the Applicant should be available for the specified job at Agartala, wherefrom required quality services can be regularly provided. A copy of trade license must be submitted as proof of the service setup.
7.	ISO Certification and other standards	ISO Certification, SA 8000, OHSAS 18001 . The bidder should have at least one of the following certifications: (a) ISO 9001 (b) SA 8000 (c) OHSAS 18001 (Scanned copy to be uploaded)
8.	ESIC, EPF Registration	The Agency must be registered with ESIC and EPFO.
9.	Training Setup	Company should have a proper infrastructure/arrangement for imparting training to their security personnel on professional, physical aspects, discipline and conduct. A duly certified documentary evidence of the same may be provided.
10.	PSARA License	The agency/ firm should be in possession of a valid license granted by Controlling Authority of the State of Tripura (Scanned copy to be uploaded).
11	Trade License	The Agency should be in possession of a valid trade license for the service set-up in Agartala.

12.	Registration under Contractual Labour Act	The Agency should be in possession of a valid license for employing contractual labour under Section 12(1) of "The Contract Labour (Regulation & Abolition) Act, 1970" for the State of Tripura. (Scanned copy to be uploaded)
13	Visit to Department	The bidder is required to provide security services and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
14	One Bid per Bidder	Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

1.6 Details of the company/firm/agency:

(a) The full particulars of the Company/Firm/Agency, in detail, are required to be submitted. 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 (Scanned copy to be uploaded).

(b) Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given (Scanned copy to be uploaded).

(c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by Chartered Accountants should be enclosed in proof of credit worthiness and turnover for the last three years (FY 2017-18, FY 2018-19 and FY 2019-20) (Scanned copy to be uploaded).

(d) Written information about the names and address of the Bankers with full details like names, present contact / postal addresses, e-mail IDs, telephone (landline and mobile) 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 (Scanned copy to be uploaded).

1.7 Checklist for the Documents to be uploaded.

ALL DOCUMENTS SUBMITTED SHOULD BE STRICTLY IN ACCORDANCE WITH PARA 3 (ELIGIBILITY CRITERIA) OF SECTION III (GENERAL INSTRUCTIONS TO BIDDERS). ANY DEVIATION FROM, OR INADEQUACY OR INCOMPLETENESS IN THE REQUIREMENTS PRESCRIBED THEREIN WILL RENDER THE TECHNICAL BID INELIGIBLE.

FAILURE TO SUBMIT ANY OF THE DOCUMENTS WOULD LEAD TO CANCELLATION OF THE BID. ANY FURTHER COMMUNICATION WITH THE APPLICANT IN THIS REGARD SHALL BE AT THE SOLE DISCRETION OF THE BANK.

Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB):

Documents	Description	Whether submitted (Yes/No)
a) Audited Financial Statements	Audited or CA certified Annual Financial Statements of accounts for the last three years, i.e., FY 2017-18, 2018-19 and 2019-20. In case audited accounts for FY 2019-20 is not available, a provisional audited accounts or a declaration to the effect that FY 2019-20's accounts have not been prepared/audited must be submitted.	
b) Turnover Certificate	A turnover certificate from a Chartered Account stating the amount of turnover for the company/firm/agency for the last three financial years, i.e., FY 2017-18, 2018-19 and 2019-20.	
c) Income Tax Returns	Copies of Income Tax Return filed with the Income Tax Department for the last three financial years, i.e., for FY 2017-18, FY 2018-19 and FY 2019-20 (if available for FY 2019-20)	

d) List of Clients (served during the last three years)	List of Clients for whom eligible works have been performed in terms of Para 3 (Eligibility Criteria) of Section III (General Instructions to bidders).	
e) Client Reports	Client reports from clients for whom eligible works have been performed in terms of Para 3 (Eligibility Criteria) of Section III (General Instructions to bidders) as per format given in Annex IX .	
f) Incorporation documents	In case of a company – Certificate of Registration. In case of a partnership firm – partnership deed. In case of sole proprietorship firm – PAN Card	
g) Trade License	A copy of trade license for the service set-up in Agartala.	
h) Registration under EPF, ESIC and GST laws	EPF Registration Certificate, ESIC Registration Certificate and GST Registration Certificate	
i) Bank Account details	Details of the bank account held by the bidder in a scheduled Bank in India. The details to be furnished as per format in Annex XI attached with this document.	
j) Solvency Certificate	Banker's Certificate (Solvency Certificate) issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of ₹34.50 lakh (Rupees Thirty-four lakh fifty thousand only), for indicating financial soundness of the tenderer. (As per Annex X)	
k) PSARA License	A valid license granted by Controlling Authority of the State of Tripura	

l) Contract Labour License	Copy of license under Section 12(1) of the Contract Labour (R & A) Act, 1970 for the state of Tripura.	
m) Training facility	Company should have a proper infrastructure/arrangement for imparting training to their security personnel on professional, physical aspects, discipline and conduct. A duly certified documentary evidence of the same may be provided.	
n) Power of Attorney/authorisation	Power of attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.	
o) EMD Deposit	Proof of NEFT payment of ₹69,000/- (Rupees Sixty-nine thousand only) made to the account of RBI, Agartala, representing Earnest Money Deposit. In case of MSME bidders, a valid MSME certificate from NSIC must be submitted (in case EMD is not paid).	
p) Others	Any other document/s required to be submitted or as demanded by the Bank	

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

1.9 Intending tenderer has to deposit EMD of ₹69,000/- (Rupees Sixty-nine thousand only) through NEFT in favour of:

Beneficiary: Reserve Bank of India, Agartala

IFSC: RBIS0AGPA01 (5th and 10th digit is Zero)

Account No.: 8614038 on or before the date given at Scope of Tender.

1.10 Tenders without EMD will not be accepted under any circumstances. However, eligible registered MSEs (as per the Public Procurement Policy, Order 2018 issued by Ministry of MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.

1.11 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract or award of work.

2. PART- II (Financial Bid).

2.1 Part-II of the online tender should only contain the service provider's quoted rates in Table-1 ([Annex XIII](#)).

2.2 The tendered rates **shall be exclusive of GST** and bonus, as applicable, but shall be inclusive of all the liabilities of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI and EPF (if applicable) contributions, etc. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of materials, labour and tools/machinery, etc. required at the site. **THE DAILY RATES OF MINIMUM WAGES SHOULD BE IN COMPLETE CONFORMITY WITH THE DAILY RATES PRESCRIBED IN THE MINIMUM WAGES ACT, 1948 AS PUBLISHED BY CENTRAL GOVERNMENT. KINDLY NOTE THAT THE STATE GOVERNMENT RATES ARE NOT TO BE QUOTED. THE AMOUNT OF BONUS, AS APPLICABLE, SHALL BE REIMBURSED AS PER ACTUALS AND SHOULD NOT BE INCLUDED IN THE QUOTE.**

2.3 The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced, except for the increase in minimum wages and the related components, under any pretext during the period of the contract.

2.4 Financial Bids not conforming to the statutory obligations like Minimum Wages (as per Central Government of India notification), EPF, ESI, etc. are liable to be rejected.

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

2.6 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tender, the Bank may, at its discretion, ask any bidder for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted.

2.7 If a bidder does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.

3. Opening of Tender. As per the procedures laid down in Section-I hereto for opening of tender.

3.1 Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Bank and Tenderer. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

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

tender form will be summarily rejected.

3.3 Conditional bids will also be summarily rejected.

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

3.5 THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK ALSO RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.

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

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

Date:

Signature and seal of the Tenderer
(Name of Authorized signatory)

Place:

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-commerce portal.

**Particulars of the tendering Company/Firm
(To be given on Tenderer's letter head)**

1.	Name of the Company/Firm	
2.	Type of Company whether, Proprietorship, Partnership etc.	
3.	Name and address of the Proprietor/ Partners/ Directors of the Company	
4.	Registration (firm, company etc.) / Registration Authority, Date Number etc.	
5.	Registered office address and telephone number & email address	
6.	Office address through which the work will be handled (together with email id of authorised official)	
7.	Experience in undertaking similar services to other organizations	____ Years
8.	Total value of the contract entered into with other organizations for the last 3 years (FY 2017-18, FY 2018-19 and FY 2019-20)	Rs. Rs. Rs.
9.	Furnish Balance Sheet for last 3 years (FY 2017-18, FY 2018-19 and FY 2019-20)	
10.	Whether providing security services to any of the Government/Semi-Government Undertaking/s and if so, furnish details	
11.	PAN No. (copy of PAN card issued by the Income Tax Department)	
12.	Provident Fund Account No.	
13.	ESI Regn. Number	
14.	License number under Contract Labour (R&A) Act	
15.	Indicate if involved in any litigation	
16.	Any disputes (including with statutory authorities) are pending and details of the stage of proceedings	

Signature of the applicant with Seal

Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-commerce portal.

CHECKLIST FOR TECHNICAL EVALUATION

<u>Sl. No</u>	<u>Particulars</u>	<u>Details to be filled in by the Tenderer</u>
1.	Whether Earnest Money (NEFT of ₹69,000/-) deposited. Eligible MSE's exempted	
2.	(a) Type of organisation – (whether Proprietorship/Partnership/LLP/Pvt. Ltd./ Ltd. Company) (b) Date of Establishment (c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same	
3.	Name of the proprietor/partners/directors of the organisation with designation	
4.	Regd. Office/ Business Address of the organisation along with Telephone No., Mobile No. and e-mail. (a) Whether having own office in Agartala. (b) Address of the local office at Agartala. (c) Name of the authorised official and his/ her telephone number. Please enclose relevant documents in support of the same.	
5.	Work Experience – Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates.	
6.	Whether average annual business turnover of last three financial years (FY 2017-18, FY2018-19 and FY 2019-20) is more than ₹ 34.50 lakh. Supporting documents should be enclosed in proof of turnover.	
7.	Income Tax Returns of three Financial years: F.Y. 2017 – 18, F.Y. 2018 – 19 and F.Y. 2019 – 20 (FY-2019-20 if available)	
8.	Copy of audited Balance Sheets for last three years 2017-18, 2018-19 and 2019-20. If Balance Sheet for 2019-20 is not available, a provisional Balance Sheet/declaration to this effect must be submitted.	
9.	Whether registered under Section 12(1) under the Contract Labour (R & A) Act, 1970 If yes,	

	indicate the date of registration. (A copy of Certificate/ Registration to be submitted).	
10	Whether registered under Provident Fund and Employees State Insurance Corporation.	
11	Whether registered under GST	
12	Whether having a a valid license granted by Controlling Authority of the State of Tripura under PSARA.	
13.	Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head as per format attached with this Tender document. (Annex – X)	
14.	Name and Address of the existing clients along with full details. The Clients Report from existing clients is required as per format attached with this Tender document (Annex – IX)	
16.	The Bank Account (IFS Code and Account Number) where payments would be received by the organisation.	
17.	Any Disputes (including with statutory authorities) which are pending and details of the stage of proceedings.	
18.	Indicate if involved in any litigation	
19	Whether all the documents mentioned in para 1.7 of Annex VI , i.e., Checklist of Documents has been submitted?	

Authorized Signatory (With name & Seal)

Date:

Scanned copy (*PDF format*) must be uploaded while submitting e-tender online through MSTC E-commerce portal.

CONFIDENTIAL

**Client's certificate regarding performance of company/agency/firm
providing Security Services**

To
The General Manager (Officer-in-charge),
Reserve Bank of India,
2nd Floor, Jackson Gate Building, Lenin Sarani,
Agartala- 799 001

Name and address of the Client:-

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

SI No.	Particulars	Comments
1	Nature of service availed	
2	Agreement No. and date	
3	Agreement amount	
4	Since when dealing with the company/agency/firm	
5	Number of personnel provided	
6	Comments regarding adherence of terms and conditions of contract	
7	Any penalty imposed for non-adherence of terms and conditions of contract	
8	Any other information	

Date:
Place:

Signature of the Authorised Official
(with seal)

Please Note: Scanned copy (PDF format) must be uploaded while submitted e-tender online through MSTC E-commerce portal. The original reports in client's official letter head is to be addressed to the General Manager (Officer-in-charge), Reserve Bank of India, Agartala – 799 001.

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

(To be uploaded by the Tenderer along with the Tender)

1. Name of the company/agency/firm:
2. Composition of the company/agency/firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited):
3. Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
4. Name of the Banker:
5. Name of the Branch and complete postal address:
6. Name and job title of the contact person along with his/her Telephone No (s) and E-mail etc.:
7. Type of Account:
8. Account Number:
9. IFSC of the bank branch:
10. Turnover of the company/agency/firm for the last 3 years (FY 2017-18, FY 2018-19 and FY 2019-20):
11. Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
12. Dealings:
13. The period from which the company/agency/firm has been banking with the bank:
14. Any other remarks:
15. You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹34.50 lakh (Rupees Thirty-four lakh fifty thousand only) per annum.

(Signature) For the Bank

Place:

Date:

Note:

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

Details of Banker(s)

	Banker 1	Banker 2
Name of the Branch and its Complete Postal Address *		
Name and Job-title of the Contract Person along with his/her Telephone No.(s) and E-mail etc. *		
Type of Account and Account No. *		
Whether Credit Facility / Overdraft Facility enjoyed by the agency *		
The Period from which the agency has been banking with the Banker *		
Any other information which the vendor may like to furnish about its Bankers: *		
IFS Code of the Branch *		
PARTICULARS OF CONTRACTORS/SUPPLIERS FOR PAYMENT THROUGH NEFT		
Name of the Firm / Company *		
GSTIN. *		
Permanent Account No. (PAN)*:		
Postal Address (with Pin code)*		
Contact Person *		
Telephone Number (land)		
Mobile Number *		
E-mail ID *		
Bank Account Number*		
Type of A/c*		
Name of the Bank*		
Name of the Branch*		
IFS CODE*		
The fields marked with * should be mandatorily filled.		

Place:

Date:

Authorised signatory

(with name and seal)

Scanned copy (PDF format) must be uploaded while submitting e-tender online through mstc ecommerce portal.

Details of previous experience

Minimum value of each completed work (qualifying) Experience of having successfully completed similar works during last 3 years (Refer Section-III Para 3)						
Sl.No	Nature of service rendered	Name, address & Telephone number of the client (Govt. / Semi-Govt/ bank/others	Number of persons deployed	Value of Work in Rupees	Period of Work (example: 2017-18)	Details of Documentary proof in PDF (Page No. / File Name)

Scanned copy (PDF format) must be uploaded while submitting e-tender online through mstc ecommerce portal.

PART – II
FINANCIAL BID

THE DAILY RATES OF MINIMUM WAGES SHOULD BE IN COMPLETE CONFORMITY WITH THE DAILY RATES PRESCRIBED IN THE MINIMUM WAGES ACT, 1948 AS PUBLISHED BY CENTRAL GOVERNMENT. KINDLY NOTE THAT THE STATE GOVERNMENT RATES ARE NOT TO BE QUOTED.

The quotes should be given as per **Table 1**. Quotes should be exclusive of GST. The amount of bonus, as applicable, shall be reimbursed as per actuals and should not be included in the quote. Quotes are to be made on per day per person basis, exclusive of GST. The system will automatically calculate the total amount.

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

Table 1

Sl. No.	Description	Security Guards (without arms)
1.	Wages (including VDA) per day (should not be less than the minimum amount shown in Table 2)	
2.	EPF (minimum 12% of Wages as in Sl. No.1) per day (should not be less than the minimum amount shown in Table 2)	
3.	ESIC (minimum 3.25% of Wages as in Sl. No. 1) per day (should not be less than the minimum amount shown in Table 2)	
4.	Service Charges per day (should not be zero or negative value)	
5.	Total Cost per day per person (Sl. Nos. 1+2+3+4)	
6.	Total Cost for 365 days per person (Sl. No. 5 x 365)	
7.	Number of personnel	13
8.	Grand Total - Total cost for 365 days (Sl. No. 6 x Sl. No. 7)	

For Table-1, the amount quoted against Sl. Nos. 1, 2 and 3 should not be less than the amount shown against the respective/corresponding Sl. Nos. 1, 2 and 3 of Table-2. Any quote given in Table-1 which is less than the corresponding value in Table-2, will cause the bid to be summarily rejected.

For Service Charges (Sl. No. 4 of Table-1), the amount quoted should have positive value. If zero or negative value is quoted as service charges, the bid will be summarily rejected.

Only Sl. Nos. 1, 2, 3 and 4 are to be entered in the MSTC portal. Final Value will be calculated automatically.

Table-2 below shows the current Central Government Minimum Wages [*vide* Order dated October 12, 2020 issued by the Office of the Chief Labour Commissioner,

Ministry of Labour and Employment, Government of India under File No. 1/20(6)/2020-LS-II].

Table 2 - Minimum Amount to be quoted

Sl. No.	Description	Security Guards (without arms)
1.	Wages (including VDA) per day per person	603
2.	EPF (minimum 12% of Wages as in Sl. No.1) per day per person	72.36
3.	ESIC (minimum 3.25% of Wages as in Sl. No. 1) per day per person	19.60

Please note:

Do not quote the rates here. Quote to be entered in MSTC website only.

The Total Amount will be calculated automatically by the system.

The financial bids of only the firms/agencies/bidders qualified in the technical bid will be opened for financial evaluation. The work will be awarded to the lowest bidder, which will be the party quoting the lowest amount against Sl. No. 8 of Table 1, i.e., 'Grand Total'. In the event of a tie where multiple bidders have, in their financial bids, quoted the same lowest amount, the work will be awarded to the bidder which has the highest Average Annual Turnover in the last three Financial Years, i.e., FY 2017-18, 2018-19 and 2019-20.

THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK ALSO RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.

Authorised signatory

(With name and seal)