



**Reserve Bank of India, Raipur**

**E-Tender for awarding of contract to Companies / Agencies / Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

Reserve Bank of India, Raipur invites E-Tender for **providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**. The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi/>). All eligible and interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The brief information and Schedule of e-tender is as follows:

a. E-Tender no.	<b>RBI/Raipur/Raipur/2/22-23/ET/74</b>
b. Estimated cost	₹42.00 lakh (Excluding GST) Annually
c. Mode of Tender	e-Tendering System (Online Part I – Technical Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi/">www.mstcecommerce.com/eprochome/rbi/</a> )
d. Date of NIT available to parties to download	11:00 AM of May 17, 2022
e. Pre-Bid meeting	11:00 AM of May 23, 2022, Offline at Reserve Bank of India, Mahadev Ghat Road, Sundar Nagar, Raipur, Chhattisgarh
f. i) Earnest Money Deposit (EMD)	(i) EMD- ₹84,000/- to be remitted through NEFT only. The details of transaction have to be provided with Technical Bid.
ii) Tender Fees	(ii) Nil
g. Last date of submission of EMD	01:00 PM of June 08, 2022

h. Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	10:00 AM of May 25, 2022
i. Date of closing of online e-tender for submission of Technical Bid & Price Bid	01:00 PM of June 08, 2022
j. (i) Date & time of opening of Part-I (i.e. Technical Bid)  (ii) Part-II Price Bid:	(i) 03:00 PM of June 08, 2022  <b>(ii) Date of opening of Part II i.e. price bid shall be informed separately</b>
k. Transaction Fee	₹2100/- plus applicable GST Payment of transaction fees through MSTC payment gateway

Regional Director  
Reserve Bank of India, Raipur



**भारतीय रिज़र्व बैंक/RESERVE BANK OF INDIA**

**मानव संसाधन प्रबंध विभाग/HUMAN RESOURCE MANAGEMENT DEPARTMENT**

**रायपुर/Raipur**

**Notice Inviting e-Tender**

**E-Tender for awarding of contract to Companies / Agencies/ Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

1. Reserve Bank of India (hereinafter referred to as 'The Bank'), Human Resource Management Department, Raipur invites e-tender in two parts (Part I- Technical Bid & Part II- Price Bid) from reputed Companies / Agencies/ Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the site of proposed RBI premises at Nava Raipur (Atal Nagar). The period of contract will be from July 1, 2022 to March 31, 2023 (**for 09 months**). It may be further renewed for two years up to March 31, 2025 (One year at a time) subject to satisfactory performance or other periods as the Bank may decide.

2. **E-Tendering forms** can be downloaded from the website <https://www.mstcecommerce.com/eprochome/rbi> and uploaded along with all the information / documents, mentioned in the Tender document. All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

3. Online tender will be available for view/download from 11:00 AM of May 17, 2022. Tender in prescribed form shall be submitted in two parts, Part-I tender will contain the Bank's standard techno-commercial conditions & Part II is for price bid. Part-II of the tender will be without any conditions of the bidders. The Price bid along with the tender form are to be submitted before 01.00 PM on June 08, 2022. **All pages of the Tender document should be signed & stamped by the Bidder/authorized representative of the Bidder and to be uploaded.** Tenders cannot be submitted after the due date and time. A pre-bid meeting (Offline at Reserve Bank of India, Raipur Office) for the intending bidders will be held on May 23, 2022 at 11.00 AM.

Part I of the tenders will be opened at 03:00 PM on June 08, 2022. Part II of the tender of the eligible bidders will be opened on a subsequent date which will be intimated to the bidders in advance.

4. The work is estimated to cost ₹42.00 lakhs (excluding GST) annually. The EMD (₹84,000.00), paid by NEFT, shall be submitted by 01:00 PM on June 08, 2022. Proof of payment has to be submitted along with the technical Bid.

5. After examination of the Part I and related documents, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing and their price bid will not be opened. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or banker's report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-II of the tender. The Bank is not bound to assign any reason thereof.

6. 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.

7. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the RBI website / MSTC portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

Place: Raipur

Regional Director, RBI Raipur

Date: May 17, 2022

## **Disclaimer**

Reserve Bank of India, Human Resources and Management Department, Raipur has prepared this tender document to give information on the Contract to interested parties. This tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement, nor invitation to perform work of any kind to any party.

The purpose of this tender is to provide information regarding the requirements of the Bank to all interested parties for submitting their bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in the tender. The Bank is not responsible if no due diligence is carried out by the Respondents.

The Bank reserves the right not to proceed with this tender, 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 tender further with any respondent.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their bid.

Regional Director, RBI Raipur

## Table of Contents

Description	Page
Notice inviting E - Tender	1-2
Disclaimer	3
Schedule of Tender (SOT)	5
E-tendering procedure & important instructions	6-10
Application- Technical Bid	11
Expression of interest	12
<b>Section- I</b>	
Eligibility criteria & documents required	13-17
Important information	17-19
<b>Section – II</b>	
Scope of work	20-23
<b>Section- III</b>	
General instructions of the tender- Terms & conditions of the contract	38
Application- Price Bid	39
Part- II- Price Bid format & conditions	40-44
Annexure - I	45
Annexure - II	46
Annexure - III	47
Annexure – IV-A & IV-B	48-49
Annexure - V	50-53
Annexure - VI	54
Annexure - VII	55-58
Annexure - VIII	59-73

### SCHEDULE OF TENDER (SOT)

E-Tender no.	<b>RBI/Raipur/Raipur/2/22-23/ET/74</b>
a. Estimated cost	₹42.00 lakh (Excluding GST) Annually
b. Mode of Tender	e-Tendering System (Online Part I – Technical Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
c. Date of NIT available to parties to download	11:00 AM of May 17, 2022
d. Pre-Bid meeting	11:00 AM of May 23, 2022, Offline at Reserve Bank of India, Mahadev Ghat Road, Sundar Nagar, Raipur, Chhattisgarh
e. i) Earnest Money Deposit (EMD) ii) Tender Fees- Nil	(i) (EMD) ₹84,000/- to be remitted through NEFT only. The details of transaction have to be provided with Technical Bid.
f. Last date of submission of EMD	01:00 PM of June 08, 2022
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="https://www.mstcecommerce.com/eprochome/rbi/">https://www.mstcecommerce.com/eprochome/rbi/</a>	10:00 AM of May 25, 2022
h. Date of closing of online e-tender for submission of Technical Bid & Price Bid	01:00 PM of June 08, 2022
i. (i) Date & time of opening of Part-I (i.e. Technical Bid) (ii) Part-II Price Bid:	(i) 03:00 PM of June 08, 2022 <b>(ii) Date of opening of Part II i.e. price bid shall be informed separately</b>
Transaction Fee	₹2100/- plus GST Payment of transaction fees through MSTC payment gateway

**E-Tendering Procedure and Important instructions**

1.	The technical/techno-commercial bid and price bid has to be submitted on-line at <a href="https://www.mstcecommerce.com/eprhome/rbi/">https://www.mstcecommerce.com/eprhome/rbi/</a>
2.	<p><b>System Requirements:-</b></p> <p>(i) Windows 7 or above Operating System.</p> <p>(ii) Signing type digital signature.</p> <p>(iii) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>(iv) Kindly ensure that TLS 1.2 is enabled on your Internet Explorer browser to access the website. Please check through Tools --&gt; Internet Options --&gt; Advanced tab on Internet Explorer browser. For better browsing of the website, please use Internet Explorer version 10 or above.</p> <p>(v) Signing type digital signature i.e To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p><input type="checkbox"/> Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p><input type="checkbox"/>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>(vi) To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level</p> <p>(vii) Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.</p>
3.	<p><b>Registration:-</b></p> <p>(i) 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 techno-commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>(ii) Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement →PSU / Govt. Depts. →Click On RBI →Register as Vendor Filling up details and creating own user id and password→ Submit.</p>



	<p>(iii) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/the Bank, (before the scheduled time of the e- tender).</p>
<p>4.</p>	<p><b>Transaction Fees</b></p> <p>(i) The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box.</p> <p>(ii) The vendor shall have the facility of making the payment either through NEFT or any other Online Payment.</p> <p>(iii) On selecting the online mode, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same.</p> <p>(iv) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking.</p> <p>(v) Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. The transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE – Bidder(s) are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p> <p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate). Vendors are advised to see corrigendum, if any, before submitting their bids.</p> <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
<p>5.</p>	<p><b>Bidding in e-tender :</b></p> <p>(i) Bidder(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by the tender inviting authority.</p> <p>(ii) The process involves Electronic Bidding for submission of techno-commercial Bid.</p>

- (iii) Only, the bidder(s) who have submitted transaction fee can only submit their techno-commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- (iv) The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they must fill up Common terms and other specification and save the same. After that click on the techno-commercial bid. If this application is not run, then the vendor will not be able to save/submit his techno-commercial bid.
- (v) After filling the techno-commercial Bid, vendor should click 'save' to record their techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid and Price Bid has been saved, the bidder can click on the "Final submission" button to register their bid.
- (vi) Bidders are instructed to use **Attach Doc button** to upload documents. Multiple documents can be uploaded.
- (vii) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- (viii) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- (ix) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- (x) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- (xi) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- (xii) The tender inviting authority 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.
- (xiii) 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. 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 reasons thereof. Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

	Vendors are requested to quote rates exclusive of GST for the tender. No change in the quoted rates will be accepted.
6.	<p><b>Opening of Bids</b></p> <p>(A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p>
7.	<p><b>Contact Details (MSTC) for further enquiries/assistance:</b></p> <p>i) Ms Unneti - Mobile- 7471118456 – <a href="mailto:unneti@mstcindia.co.in">unneti@mstcindia.co.in</a> Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>ii) Shri Rajrohit Khalko – Mobile - 9127754867 - <a href="mailto:rrkhalkho@mstcindia.co.in">rrkhalkho@mstcindia.co.in</a></p> <p>ii) Office – 0771-2432481</p> <p>ii) Help Desk – 033-23400020/23400021/23400022– <a href="mailto:helpdesk@mstcindia.co.in">id-helpdesk@mstcindia.co.in</a></p> <p><b>Contact Persons: RBI, HRMD, Raipur Regional Office:</b></p> <p>i) Shri Deepesh Tiwari, AGM – <a href="mailto:deepeshtiwari@rbi.org.in">deepeshtiwari@rbi.org.in</a> Contact No. 0712- 2244245/7408611114</p> <p>ii) Shri G.S. Vinod, AM – <a href="mailto:gargisharanvinod@rbi.org.in">gargisharanvinod@rbi.org.in</a> Contact No. 0712 – 2244248/9545777936</p>
8.	Bidders are requested to read the terms & conditions of this tender before participating in the tendering process.
9.	All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by the Bank. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate) throughout the entire period of tendering process.
10.	E-tender cannot be accessed after the due date and time mentioned in NIT.
11.	<p>(i) The bid will be evaluated based on the filled-in techno-commercial formats.</p> <p>(ii) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including</p>

	<p>suspension and banning of business can also be taken against defaulting bidders.</p> <p>(iii) The bidders must upload all the documents required as per terms of the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>
12.	<p>(i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>(ii) All entries in the tender should be entered in online techno-commercial Formats without any ambiguity.</p>
13.	<p>The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p>



**RESERVE BANK OF INDIA**

**Human Resource Management Department  
Mahadev Ghat Road, Sundar Nagar, Raipur**

**E-Tender for awarding of contract to Companies / Agencies/ Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

**PART-I**

**Technical Bid**

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landline/Mobile Number: \_\_\_\_\_

**Last Date for submission: 01:00 PM of June 08, 2022**

**Expression of Interest  
(On letter head of the tenderer)**

To  
The Regional Director  
Reserve Bank of India  
Mahadev Ghat Road  
Sundar Nagar, Raipur, Chhattisgarh – 492 013

Date:

**E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

Madam

Having examined and understood the specifications, requirements and terms & conditions relating to the works specified in the tender document hereinafter set out and having visited and examined the site of the works specified therein and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer for my/our Firm / Company / Agency to be empanelled for providing Security Supervisor, Security Guards, Armed Security Guard (Gunman) to be deployed at RBI, Sundar Nagar, Raipur including at the site of proposed premises at Nava Raipur (Atal Nagar).

In the event of getting a Contract, I/We agree to honor the obligation with due diligence and efficiency as required by RBI, Raipur.

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

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

Thanking you

Yours faithfully

Signature and Seal of the tenderer:

Address:

## Section – I

### (Technical Bid)

#### **E-Tender for Awarding of Contract to Firms / Companies / Agencies for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

#### **Terms and Conditions of the Contract:**

1. Reserve Bank of India, Raipur intends to empanel a reputed Firm / Company / Agency licensed under Private Security Agencies (Regulation) Act (PSARA), 2005 for providing Security Services at RBI, Sundar Nagar, Raipur including at the site of proposed premises at Nava Raipur (Atal Nagar) on contract basis as per laid down Contractual obligations from July 01, 2022 to March 31, 2023 (for 09 months). However, the Contract can be further extended for a maximum period of two years, one year at a time or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to contractual obligations by the tenderer.

2. **The estimated number of Security Guards to be deployed will be eight (08). In addition, one (01) Security Supervisor, one (01) Armed Security Guard (Gunman) will also be deployed. Out of the eight Security Guards, few guards may be deployed at the site of proposed premises at Nava Raipur (Atal Nagar). The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the currency of the Contract. The Bank reserves the right to award entire Contract to one tenderer or separately. Estimated Contract value is ₹42,00,000/- (Rupees Forty Two Lakhs only).**

#### **3. Eligibility Criteria:**

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

i. The tenderer should be a Proprietary firm/Partnership firm/Limited company/ Corporate Body legally constituted reputed for providing Security guards services.

- ii. The tenderer should have applicable tax registrations PAN and GST.
- iii. The tenderer should have a valid license obtained under The Private Security Agencies (Regulation) Act, 2005 for the State of Chhattisgarh. **Under Renewal / Under Process Applications of license will not be eligible for participating in the tender.**
- iv. Tenderer should have an annual turnover of an amount not less than ₹42.00 lakh during three financial years i.e. 2018-19, 2019-20 and 2020-21.
- v. The tenderer must have completed similar works in the last five years (works undertaken and completed on or after March 31, 2017) individually costing as under:
- a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for ₹16.80/- lakh each  
OR
- b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for ₹21.00 lakh each  
OR
- c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for ₹33.60 lakh.
- Note: “Similar Services” means deployment of trained security personnel to banks, Central Government Institutions, Financial Institutions & Corporate Houses, large companies, international/domestic airports, etc.**
- vi. The tenderer should be continuously in business at least for 5 years as on March 31, 2022 in the field of undertaking ‘similar services’.
- vii. Tenderer should have existing deployment of minimum 10 Security guards each in minimum of five Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the tenderer to RBI’s satisfaction.
- viii. Tenderer should have valid Certificate of Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952, and Employees' State Insurance Act, 1948.



ix. Tenderer should have infrastructure for Training of the security guards as specified under PSARA, 2005. The tenderer should have its own training institute (anywhere in India) with full training infrastructure as including physical training (parade/training ground/obstacles etc). In case the tenderer does not have its own training institute, it should have provision for training on outsourcing basis (supported by documentary evidence). The security guards must have attained minimum prescribed training as per PSARA, 2005 applicable to the state of Chhattisgarh.

x. Tenderer should have own Office/ branch in Raipur (Documentary Evidence has to be provided).

**xi. Track record:**

a. Track record of tenderer shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police / Court / Regulatory authorities against the tenderer. (If found at any stage during the evaluation or after the award of contract that the Bidder had withheld or misrepresented facts and information in these regards, the Bid shall be rejected.)

b. The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

c. The tenderer must not have been suspended / delisted / blacklisted by any organization on any grounds.

d. The tenderer should not have rescinded/abandoned any contract awarded by his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

In case of 'Nil' information with respect to points mentioned in paragraph a, b, c & d above, a declaration to that effect to be furnished in [Annexure-I](#).

xii. Tenderer should have a current account in a scheduled bank for RTGS/ NEFT.

**3.1 Tenderer should upload the following documents along with Part-I, Technical Bid:**

(i) Attach complete tender documents and supporting documents duly signed and stamped. Duly filled Part I (Technical Bid).

(ii) In case of a company, the copy of certificate of registration, Memorandum and Article 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 names(s) and address(s) etc are to be submitted. (Attach Power of Attorney, if required, as per [Annexure II](#), duly authorizing the person on behalf of the bidder to sign the Tender related documents and also to deal with Tender related matters. Original to be submitted by the successful Tenderer to the Bank)

(iii) P.A.N. Detail (copy of PAN to be attached).

(iv) Copies of Registration for GSTIN.

(v) Audited Annual Turnover Statement, Income Tax Return/ Assessment Order for the last three Financial years ended March 31, 2021.

(vi) Audited balance sheets and Profit & Loss A/c of the vendor for the last three Financial years ended March 31, 2021.

(vii) Valid License under The Private Security Agencies (Regulation) Act, 2005, Chhattisgarh.

(viii) Bankers Solvency Certificate of value not less than ₹42.00 Lakh as per the format given in [Annexure- III](#). (Date of issue of Solvency Certificate must not be earlier than January 01, 2022)

(ix) Valid Certificate of registration from Employees' State Insurance Corporation (latest).

(x) Valid Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).

(xi) Previous and present work experience details as per format given in [Annexure IV-A](#) and [Annexure IV-B](#). Attach documentary proof such as experience certificate/work order/completion certificate in client's letter head in support of the experience.

(xii) Performance feedback from minimum of three clients (on the letterhead of the clients), preferably Govt. / Public Sector clients presently availing the services. (Date of performance feedback should not be earlier than October 1, 2021).

- (xiii) Particulars/ information of Bidders as per [Annexure V](#).
- (xiv) Declaration as per [Annexure I](#).
- (xv) Bank detail as per [Annexure VI](#).
- (xvi) Proof of remittance of EMD.
- (xvii) Copy of ISO certificates, if any.
- (xviii) Documentary evidence regarding own infrastructure/tie-up for training of the security guards.
- (xix) Documentary evidence regarding having own Office/ branch in Raipur.

#### **4. Important Information:**

**a. Pre-Bid Meeting** – A Pre-bid meeting will be held at 11:00 AM of May 23, 2022. The meeting will be held offline at Reserve Bank of India, Mahadev Ghat Road, Sundar Nagar, Raipur, Chhattisgarh to answer any queries / provide clarifications that the Bidders may have in connection with the work / tender and to give them relevant information regarding the same. The tenderers are expected to get all the issues/doubts clarified during this meeting.

**Note:** The participants are advised to confirm their participation one day before on email id [deepeshtiwari@rbi.org.in](mailto:deepeshtiwari@rbi.org.in) and [gargisharanvinod@rbi.org.in](mailto:gargisharanvinod@rbi.org.in)

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

**c. Contact person** for communication in connection with this tender –

(i) Shri Deepesh Tiwari, AGM

Phone: 0712- 2244245/7408611114, Email : [deepeshtiwari@rbi.org.in](mailto:deepeshtiwari@rbi.org.in)

(ii) Shri G.S. Vinod, Assistant Manager

Phone: 0771 – 2244248/ 9545777936, Email : [gargisharanvinod@rbi.org.in](mailto:gargisharanvinod@rbi.org.in)

**d. Earnest Money Deposit (EMD) / Bid security –**

The Bidders shall deposit EMD, of ₹84,000/- by NEFT to Reserve Bank of India, Raipur Account before 01:00 PM of June 08, 2022.

The account details for NEFT transactions are as under:

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

**Proof of remittance indicating transaction number and other details shall be uploaded along with other tender document.**

ii. No Interest on EMD shall be paid.

**iii. Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion.**

iii. The EMD of unsuccessful Bidders shall be discharged/ returned by the Bank after award of work to successful Bidder.

iv. The EMD of the Successful Bidder shall be returned after submission of a fresh Security Deposit/Performance Bank Guarantee by successful bidder.

**e. Security Deposits/Performance Bank Guarantee -** On award of contract, the successful Bidder shall deposit/ furnish an amount of 5% (₹2,10,000/-) of estimated value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per format given in [Annex VII](#), (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till March 31, 2025 (upon renewal of the contract, otherwise it will be refunded). No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.

#### 4. Instructions, other terms & conditions:

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

ii. The tender should be complete in all respects with all attachments/enclosures/annexures. Incomplete forms or without proper documentary evidence etc. (as advised) will be out-rightly and summarily rejected by the Bank.

iii. The tenderers shall submit their technical bid as well as the price bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date. **Tenderers should not submit price bid along with Part - I documents, which act may lead to disqualification of the Tender.**

iv. The Price Bid will have to be submitted in Excel Sheet after downloading it from the MSTC Portal. The Price-Bid excel sheet will be available for download only after submission of Technical Bid.

v. If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

vi. In the first stage, the Technical Bids will be opened. The Bid of any tenderer who has not complied with one or more of the conditions prescribed in the Eligibility Criteria will be summarily rejected. Decision in this regard will be at the sole discretion of the Bank. The Bank reserve the rights to call for any additional/other documents, at any stage of the tendering process, in support of bidder's claim.

vii. This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Contractor. Further, the Bank will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

## **Section II**

### **Scope of work**

The tenderer shall have to provide round the clock security services (Eight Security Guards, One Gunman and one Supervisor) in the premises of Reserve Bank of India, Raipur and security services as per the requirement of the Bank at its proposed properties at Nava Raipur (Atal Nagar), Raipur, Chhattisgarh. The number of Security Guards/Gunman/Supervisor may be increased/decreased as per the requirement of the Bank during the period of contract.

#### **1. The broad scope of Work and Guidelines to be followed by the Security personnel will be as under:**

##### **I. Work to be performed by Security Supervisor:**

- i. The Security Supervisor will be accountable for all functions of his security guards/gunman during all shifts. He will monitor shift wise security deployment and brief all the manpower deployed of their post duties and issue any specific instructions for the day for the concerned posts as applicable.
- ii. He will be responsible for the duties performed by security guards and gunman and maintain the records thereof. He will check the turn out of the manpower.
- iii. He will give daily report to the Security Officer of the Bank.
- iv. He will ensure through Main Gate Guards, that all entry and exit movements of Men, Material and Vehicles are authorized.
- v. During his duty he will monitor the checking of all outgoing / incoming workmen, contract labour, Contractors and Vendors. During his checking rounds he must try and gather information of any abnormal activity in his area of responsibilities, which if observed, he should first take corrective / preventive action and simultaneously keep the Security Officer informed about it.
- vi. Ensure upkeep and highest standard housekeeping of the Main Gate and functioning of all security gadgets and apparatus deployed for routine work.
- vii. He shall maintain liaison with Local police and Security Officer and be updated always on any changes taking place and inform the same to his security guards.

viii. He will follow the laid down procedure in case of Visitors. He will maintain a decent behavior with anyone coming in or going out and ensure that the Security Guards/Gunman also maintain the same.

ix. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.

x. He shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the Office premises and he will always be ready to assist with his available manpower, in case of any accident or Fire Emergency. He shall impart regular training to Security Guards on Fire safety.

xi. He should conduct Surprise Check on a regular basis to ensure the effective functioning of the security guards.

xii. The Supervisor will maintain shift documentation as per laid down formats, meet the Visitors and guide them respectfully to the place they are supposed to go after completing Gate formalities for Visitors.

xiii. He will also compulsorily move on all posts to check and ensure effective discharge of duties by the deployed guards and brief where felt necessary. In doing so he will make the Main Gate Guard responsible to take care of the Gate activities during his absence.

xiv. He will ensure all phone calls are received promptly and where required the concerned message is noted down and passed on to the relevant persons / officials immediately.

xv. He will ensure that water pump is operated by the Security Guards.

xvi. He shall check lights, fittings etc. during rounds besides alertness of security guards.

xvii. He will move on to the posts more frequently but at varied timings to maintain surprise element for effective checking.

xviii. He will brief the security guards and gunman of all works / duties performed and pending works, if any.

xix. Any other security duties assigned by the Bank.

## **II. Work to be performed by the Security Guards:**

- i. Guarding and patrolling duties at Bank's Office premises at Sundar Nagar, Raipur including at the site of Proposed Premises at Atal Nagar and to prevent unauthorized entry.
- ii. To maintain a close vigil on encroachments, if any.
- iii. Switching on/off of all common area lighting.
- iv. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's Office premises.
- v. Other miscellaneous security duties assigned by the Bank.

## **III. Work to be performed by Armed Security Guard (Gunman):**

- i. He will be responsible for the maintenance, proper upkeep and safety of the arms and ammunition with him. In case of any defect, he will immediately report to the Security Supervisor.
- ii. While on duty, he will be in a proper uniform and keep the arms & ammunition in his personal custody and will not leave it unattended at any point of time during the course of his duty.
- iii. He will keep the gun license in original with him while on duty and shall ensure that it is valid.
- iv. He can be assigned any other security duty by the Security Supervisor / Security Officer from time to time.

## **2. Eligibility Criteria for Security Supervisor, Security Guards, Gunman to be deployed:**

- i. Security Supervisor should be ex-servicemen or ex-paramilitary personnel in the rank of JCO/NCO (equivalent in Air force/Navy/Paramilitary).
- ii. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects.



iii. The manpower deployed by the tenderer during the currency of the Contract shall not work in any other organisation or shall not be deployed by the tenderer at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the tenderer. Bank shall have the right to ask for a suitable replacement in such a case.

iv. Security Guards and Gunman should be persons between 21 and 45 years of age.

v. Security Supervisor should be below the age of 55.

vi. The manpower deployed should be able bodied and trained persons with good health and clean record.

vii. Security guards, gunman and security supervisor should desirably be minimum 10th standard pass and should have good working knowledge of Hindi.

viii. Gunman should have a valid gun license.

## Section III

### **General Instructions of the Tender – Terms and Conditions of the contract**

1. **Submission and opening of Tender:** The e-tender shall be submitted in two parts viz; Part - I, containing details of eligibility criteria and techno-commercial details of the offer and Part - II containing the Price (Financial) bid, latest by 01:00 PM of June 08, 2022. Part - I of the Tender shall be opened at 03:00 PM on June 08, 2022. The Part - II – Financial/Price Bid - of those bidders, who qualify the eligibility criteria as specified at Section - I of the Tender, will only be considered for opening. Decision in this regard will be at the sole discretion of the Bank. Date of opening of Part - II shall be intimated to the eligible bidders.

2. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

3. **Quoting of Price - Bid and Evaluation:** Price bid shall be quoted only online separately in Excel Sheet after downloading it from the MSTC Portal. Bidders should not submit price bid along with Part - I documents, which act may lead to disqualification of the Tender. The bidder shall quote prices exclusive of GST. Selected bidder can claim applicable GST on the respective cases quoted by him / her in their monthly invoice for payment which shall be paid by the Bank.

Manpower charges/minimum wages (for Security Guards, Gunman and Supervisor) as given in above price-bid format, are fixed. These charges are as per the minimum wages/rates specified by Director General Resettlement (DGR), Department of Ex-Servicemen (MoD), GOI rates (Minimum wage notification issued by DGR for Area 'B' effective from October 1, 2021) for all the components except the Service Charges element.

The bidders need to quote only Service Charges (which may include all expenditure on providing managerial supervisory/ insurance/ administrative services, any other charges etc).

**Service Charge – Quotations with service charge less than or equal to 2.50% would be treated as unresponsive and will not be considered.**

In monthly bill, the service charge rate (in terms of percentage) will be fixed. The service charge, in terms of amount, will be accordingly increased / decreased as per applicable DGR rates.

The price - bid of the Tender shall be evaluated based on the 'Total Cost of work' quoted by the bidder (Total Manpower charges + Service charges). The bidder who quotes the least Total Cost of work shall be treated as the Lowest (L1) bidder and he shall be awarded the work.

**Further, in case the lowest tendered amount of two or more bidders is same (more than one bidder quoted lowest rate), then such lowest bidders will be assigned marks, out of total 170 marks, as per the following criteria:**

<b>S.No.</b>	<b>Evaluation Parameter</b>	<b>Marks</b>
<b>1.</b>	<b>Number of years in security services business</b>	<b>Maximum 20 Marks</b>
	a) Up to 5 years	07 Marks
	b) More than 5 years and up to 10 years	10 Marks
	c) More than 10 years and up to 15 years	15 Marks
	d) More than 15 years	20 Marks
<b>2.</b>	<b>Number of present contracts in "Similar Services". (Similar services means deployment of trained security personnel to banks, Central Government Institutions, Financial Institutions &amp; Corporate Houses, large companies, international/domestic airports, etc.)</b>	<b>Maximum 20 Marks</b>
	a) Up to 5 contracts	07 Marks
	b) More than 5 contracts and up to 10 contracts	10 Marks
	c) More than 10 contracts and up to 15 contracts	15 Marks
	d) More than 15 contracts	20 Marks
<b>3.</b>	<b>Nos. of Ex-Servicemen/ Trained person employed as security guards at present on the pay-roll of the agency</b>	<b>Maximum 20 Marks</b>
	a) Up to 500	07 Marks
	b) More than 500 and up to 1000	10 Marks
	c) More than 1000 and up to 5000	15 Marks
	d) More than 5000	20 Marks

<b>4.</b>	<b>Percentage of trained female person employed as security guards at present to the total number of trained security guards, on the pay roll of the agency</b>	<b>Maximum 20 Marks</b>
	a) Up to 5%	05 Marks
	b) More than 5% and up to 10%	15 Marks
	c) More than 10%	20 Marks
<b>5.</b>	<b>Turnover (for the Financial Year 2020-21)</b>	<b>Maximum 20 Marks</b>
	a) Up to 2 Crores	10 Marks
	b) More than 2 Crores and up to 5 Crore	15 Marks
	c) More than 5 Crores	20 Marks
<b>6.</b>	<b>Average Turnover for the last 3 Financial Year (i.e. FY 2020-21, 2019-20, 2018-19)</b>	<b>Maximum 20 Marks</b>
	a) Up to 2 Crores	10 Marks
	b) More than 2 Crores and up to 5 Crore	15 Marks
	c) More than 5 Crores	20 Marks
<b>7.</b>	<b>Empaneled/Services rendered with (at present)</b>	<b>Maximum 10 Marks</b>
	a) Any offices of Reserve Bank of India	10 Marks
	b) Any Central Government Organization	07 Marks
	c) State Government Organizations / Public Sector Banks/Companies/PSU's/others	05 Marks
<b>8.</b>	<b>Training Infrastructure for security guards</b>	<b>Maximum 20 Marks</b>
	a) Own Security Education and Training Institute	20 Marks
	b) MOU with other institutes/training establishment	10 Marks
<b>9.</b>	<b>Training on digital threat - Whether security agency has introduced module for modern modes of digital threat as part of training curriculum of Security Guards (training in anti drone measures, training in hacking protection of surveillance equipment like cameras etc.)</b>	<b>Maximum 10 Marks</b>
	a) One to Five Days Module	05 Marks
	b) More than Five Days Module	10 Marks
<b>10.</b>	<b>ISO Certification</b>	<b>Maximum 10 Marks</b>
	a) ISO (If the firm has continuous ISO certification for less than 5 years)	05 Marks

	b) ISO (If the firm has continuous ISO certification for more than 5 years)	10 Marks
--	---	----------

The Bank reserve the rights to call for additional documents in support of the above mentioned parameters.

**L 1 bidder with highest marks shall be awarded the contract.**

**4. Signing of Agreement:** The successful tenderer shall execute an Agreement, at its own expenses, on a non-judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, on receipt of intimation from the Bank of the acceptance of his tender. The original shall be retained by the Bank and duplicate by the Contractor.

The General and Special conditions and instructions to the Tenderers, the scope and nature of work, [Annexure – I to VIII](#) enclosed to this Tender, the subsequent correspondence exchanged between the Bank and the bidder and the work order placed shall be the basis of the final Contract and shall form part and parcel of the agreement to be entered into with the successful Tenderer.

**5. No Commitment to Accept Lowest or any Tender:** The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

6. The Contractor shall not sublet / assign the Contract to any agency. The Contractor shall not sublet any portion of the Contract except with the written consent from the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon, the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

**7. Security Deposits/Performance Bank Guarantee -** On award of contract, the successful Bidder shall deposit/ furnish an amount of 5% (₹2,10,000/-) of estimated value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per format given in [Annex VII](#), (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till March 31, 2025 (upon renewal of the contract, otherwise it will be refunded). No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.

#### **8. Terms of Payment:**

**(i) The Price quoted in respect of Security Guards, Gunman and Supervisor (the manpower charges has been prefilled in the price-bid format), are fixed. These charges are as per the minimum wages/rates specified by Director General Resettlement (DGR), Department of Ex-Servicemen (MoD), GOI rates (Minimum wage notification issued by DGR for Area 'B' effective from October 1, 2021) for all the components except the Service Charges (Agency Charges) element.**

(ii) The prices quoted shall be deemed to be for the whole work and shall be firm and binding without any escalation. It may be borne in mind that no request for escalation is ordinarily admissible, except for any statutory requirements subsequently effected, such as implementation of higher tax rates, enhancement in minimum wages etc. However, in case of enhancement of minimum wages by the DGR during the course of the contract, such enhancement shall be effected by the Bank, only to the extent of meeting the payment of at least minimum wage requirement of DGR, provided such enhancement should be brought to the notice of the Bank by the contractor and in the absence of the same the liability of meeting the minimum wage requirement will rest with the contractor.

(iii) The tenderer shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

(iv) The tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the tenderer and submitted to the Bank shall be made by the Bank after the end of every calendar month. The tenderer must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement, ESI, PF contribution etc. regarding payment made to its manpower, failing which the bill may not be paid.

(v) The Contractor shall comply with all statutory requirements in respect of payment of at least Minimum Wages, Insurance, PF, ESI (if applicable), Bonus, etc. The Contractor shall furnish the proof of having paid the wages/ statutory requirements to the staff engaged by him.

(vi) The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the tenderer.

(vii) In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(viii) The payment of the bill to the tenderer will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract.

(ix) The Contractor shall be liable for the payment of wages to the staff deployed at the Bank as per the DGR, Department of Ex-Servicemen (MoD), GOI wages and all other dues to the staff deployed which they are entitled to receive under the various labour laws and other statutory provisions. The Contractor shall maintain proper records of the payment of wages, etc., to the persons so deployed at the Bank and shall on demand furnish copies of wage register / muster roll, etc., to the Bank for having paid all the dues to the persons deployed by him for the work under the Contract. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of the Bank as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour Regulations from time to time regarding payment of wages, wage period deductions from wages, maintenance of wages book, wage slip, publications of scale of wages and terms of employment and submission of periodical returns. The contractor shall not charge any

amount from the personnel deployed by him towards recruitment fee, towards profit margin etc. **Further, there shall not be any hidden charges in the wages, being paid to the staff deployed at the Bank.**

(x) If any person deployed (Security Guards, Gunman and Supervisor) does not come under the purview of ESI, in such cases, the Tenderer shall at his own expenses effect and maintain, in the joint names of the Employer and the tenderer an insurance policy under Workmen's Compensation Act, 1923 against such risks **for which no extra payment will be made by the Bank.** Documentary proof of the same has to be submitted to the Bank within one months from the date of deployment of manpower.

#### **9. Compliance with law:**

i. The Contractor shall obtain the requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time issued by the concerned Labour Department of the Government, as applicable, for running the establishment. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor. It shall be the responsibility of the Contractor for furnishing necessary Statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

ii. The contractor shall obtain licence, if any, required under the local or central laws for providing trained security personnel to the Bank. The Bank is not responsible for obtaining of any license and permission from any authority of the State Government or Central Government.

iii. Tenderer should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The payment of Bonus Act, 1965; The Contract Labour (Regulation and Abolition) Act, 1970; Private Security Agencies (Regulation) Act, 2005, Workmen's Compensation Act, 1923 and other acts as applicable from time to time. In the event of any liability arising on account of any breach or non-compliance with Statutory requirements by the Tenderer, the Bank will have the right to reimburse itself by way of adjustment from the Tenderer's pending bills, Security Deposit or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same. The contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement.



## 10. Penalty and Liquidated Damages:

i. The Bank would impose a penalty of ₹500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.

ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful tenderer are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful tenderer can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

iii. In addition to the above, in case of any breach of terms & conditions of the contract, the bank may impose appropriate penalty, at its discretion, on the successful tenderer.

11. The contractor shall ensure that the instructions / directions issued by Central and State Governments and also the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. The Contractor must deploy their staff in such manner that they are in proximity to the Bank and can attend to duties on their own, even in emergency situations like Covid and no staff from containment area or under quarantine should be deployed for work. Further, the Contractor shall closely monitor the staff deployed at the Bank and in case of any of his / her staff / family member of staff is found to be infected with 'Covid' or with such other communicable infection, action may be taken to replace the staff at once. The Contractor's staff should be sensitized to follow strict social distancing norms while they remain deployed. The Contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the Contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his / her failure, fault or negligence in complying with the above instructions. Any specific medical / insurance or other requirements arising out of such emergencies must be met by the Contractor.

## **12. Uniform and Other Facilities:**

- i. It shall be the responsibility of the successful tenderer to provide two sets of full uniform (for summer and winter), including one set of raincoat, per year, along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the security personnel in the Bank's Premises or elsewhere.
- iii. The tenderer shall be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.
- iv. The tenderer will have to provide a mobile phone to the security supervisor.

## **13. Reporting:**

- i. The tenderer will introduce its manpower to Officer-In-charge/ declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the tenderer shall furnish the complete particulars / bio-data of security personnel with passport size color photo, before deployment, including a copy of the arm license, wherever applicable.
- ii. The Bank reserves the right to advise the tenderer to remove any guard found not discharging his duties satisfactorily or of doubtful character and the tenderer will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of security guards deployed by the tenderer will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the tenderer will have to abide by such direction.
- iv. In case of any pilferage, damage or theft, the tenderer or its representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss.
- v. It may be distinctly understood that there shall not be any absenteeism by the Security Guards. In case of absenteeism, if any, replacement guard will have to be provided by the tenderer. The replacement guard should be able to join his duty within two hours,

failure to do so would render the tenderer liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the tenderer. Such replacement guard shall also be subject to meeting the required standards.

#### **14. Termination of the Contract:**

i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of one month without assigning any reason and without payment of any compensation, if

a. in the opinion of the Bank (which shall not be called in question by the tenderer and shall be binding on the tenderer) the tenderer fails or refuses to implement this agreement to the Bank's satisfaction and/or

b. the tenderer commits a breach of any terms and conditions of this agreement and/or

c. the tenderer is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the tenderer and/or

d. for any reason whatsoever, the tenderer becomes disentitled in law to perform his obligations under this agreement and/or

e. there is any variation in the ownership/partnership of the management of the tenderer or its business without the prior approval in writing of the Bank of such variation.

ii. In case, the tenderer wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

#### **15. Settlement of Disputes by Arbitration:**

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Raipur and only courts in Raipur shall have jurisdiction to determine the same.

#### **16. Indemnity Clause:**

i. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the staff deployed by him / her. In case, any staff of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor

to settle / contest the same. In case, the Bank is made party and is supposed to contest the case, the Bank will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the Bank on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the Bank, the Reserve Bank of India, its Directors, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

17. The Contractor shall further keep the Bank indemnified against any loss to the property and assets of the Bank. The Bank shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

**18. Non-Disclosure Clause:**

i. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his / her 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 the applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

ii. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**19. Prevention of Sexual Harassment of Women at Work place:**

- 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 staff / employee/s within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency or the Local Complaints Committee, as applicable and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.
  
- ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
  
- iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the staff/employee/s of the Contractor, for instance, any monetary relief to the Bank’s employee or other firm’s employee, if sexual violence by the employee of the Contractor is proved.
  
- iv. The Contractor shall be responsible for educating its staff / employees about the prevention of sexual harassment at work place and related issues.

**20. Force Majeure:**

The Bidder / Successful Bidder shall not be liable for forfeiture of its EMD / Security Deposit (Bank Guarantee) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the Contract is a result of an event of Force Majeure. For purposes of the clause, “Force Majeure” means an event beyond the control of the Bidder / Successful Bidder and not involving the Bidder’s / Successful Bidder’s fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, etc. The Bank will decide whether delay or failure on the part of the Bidder / Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder / Successful Bidder and will not be open to question before any Court / forum in any proceedings.

**21. The tenderer shall undertake to provide trained security personnel in three shifts, consisting of eight hours each. Security Supervisor and Gunman shall work only in one shift. The tenderer shall provide 24 hours continuous security by**

**constantly changing the personnel on rotation basis so that each person deployed by it does not work for more than 8 hours in a particular shift. If it is found that the same person is working in more than one shift on any particular day, salary for the extra shift will not be given.**

22. The tenderer shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

23. The tenderer shall comply with the Workmen's Compensation Act, 1923, wherever applicable. The tenderer shall indemnify the Bank, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act, 1923 or any other statute in force during the currency of this contract or at common law in respect of any employee of the Tenderer and shall at his own expenses effect and maintain, in the joint names of the Employer and the tenderer an insurance policy against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within one month from the date of deployment of manpower.

24. The authorized person of the tenderer, other than the Security Supervisor, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

25. The tenderer shall ensure that no employee of the tenderer will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling contractual obligations.

26. The tenderer shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.

27. The tenderer shall, at its own expenses, get the manpower deployed by it medically and clinically examined within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the tenderer.

28. The tenderer shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized

agents and the Bank shall be the sole judge as to whether or not the tenderer and /or the manpower deployed have observed the same.

29. The tenderer shall give weekly off to the security personnel and shall provide a reliever in their place. The authorized person of the tenderer is required to conduct surprise check frequently at least twice a week during late hours to see himself that the security guards are discharging the duties faithfully and properly and also submit his report to the official identified by the Bank. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per security guard. The tenderer shall be liable to pay applicable overtime allowance, if any, and no claim will be entertained by the Bank in this regard.

30. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the tenderer shall alone be liable to pay such damages or compensation to the persons deployed.

32. After deployment, the security guards should be deputed for refresher trainings periodically.

33. Tenderer should have credible Supervisory Infrastructure and network. (Organization level like-Branch head-Security Officers-Field Officers-Security supervisor etc).

34. The tenderer will have to enclose/submit certificate of training before deployment of the security guards/gunman/supervisor.

**35. Renewal of Contract:**

(i) The tenure of contract may be extended for further period on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, subject to satisfactory performance / service rendered by the contractor. Increase in wages to Security Supervisor / Gun Man/ Security Guards as per wages declared by DGR during the tenure of the contract shall be duly honored by the Bank so as to ensure contractor's obligation of payment of at least minimum wages to staff deployed to the Bank. However, this shall be only to the extent of meeting the payment of at least minimum wages to the Security Supervisor / Gunman/ Security Guards deployed at the Bank. If the wages already being paid is sufficient to meet the enhanced minimum wages requirement, no further increase will be effected in respect of payments to Security Supervisor / Security Guards deployed.

In monthly bill, the service charge rate (in terms of percentage) will be fixed. The service charge, in terms of amount, will be accordingly increased / decreased as per applicable DGR rates.

(ii) **Reliever** – The tenderer shall take into consideration the requirement of posting of reliever and payment thereof while quoting the rates. No extra amount will be paid for posting of reliever i.e. the amount quoted shall be inclusive of reliever charges, besides the rate for deployment of regular Security Supervisor / Security Guards.

(iii) The successful vendor shall execute an agreement, as per draft Agreement in [Annexure VIII](#), with the Bank on stamped paper within one month of receipt of intimation of their empanelment by the Bank. However, the issue of letter of acceptance 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. The period of first contract will be from July 1, 2022 to March 31, 2023 (for 09 months).





**RESERVE BANK OF INDIA**

**Human Resource Management Department  
Mahadev Ghat Road, Sundar Nagar, Raipur**

**E-Tender for awarding of contract to Companies / Agencies/ Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

**PART-II**

**Price Bid**

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landline/Mobile Number: \_\_\_\_\_

**Last Date for submission: 01:00 PM of June 08, 2022**

**PART-II**

**Price Bid**

**E-Tender for awarding of contract to Companies / Agencies/ Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

Through ([www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi))

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

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

**Total Amount of Charges for all categories of Manpower deployed**

**Manpower Charges (I)**

Sr. No.	Description	Charges for (in ₹)		
		Security Guard	Gunman	Security Supervisor
A.	Basic Wages plus Variable Dearness Allowance (VDA) for 26 days “W” per person	18824.00	20670.00	25035.92
B.	Employees Provident Fund (EPF) @12% of W or ₹15000/- (whichever is less)	1800.00	1800.00	1800.00
C.	Employees Deposit Linked Insurance (EDLI) @ 0.5% of W or ₹15000/- (whichever is less)	75.00	75.00	75.00
D.	Administrative Charges (EPF & EDLI) @ 0.5% of	75.00	75.00	75.00

	W or ₹15000/- (whichever is less)			
E.	HRA (@16% of W) or ₹3600 (whichever is higher)	3600.00	3600.00	4005.75
F.	Bonus (8.33% of W)	1568.04	1721.81	0
G.	Uniform Outfit Allowance @5% of W	941.20	1033.50	1251.80
H.	Uniform Washing All @3% of W	564.72	620.10	751.08
I.	Manpower Charges per head for 26 days (sum of A to H)	27447.96	29595.41	32994.55
J.	Relieving Charges 1/6 <sup>th</sup> of total of Serial (I)	4574.66	4932.59	5499.09
K.	Total Cost per head for 26 days (I+J)	32022.62	34528.00	38493.64
L.	Number of persons required	8	1	1
M.	Total Manpower Charges (8 Security Guards+ 1 Security Supervisor+ 1 Gunman) for 26 days [ K X L ]	256180.96	34528.00	38493.64
N.	Grand Total for (8 Security Guards+ 1 Security Supervisor+ 1 Gunman) for 26 days	329202.60		

**Service Charges (II):**

	Description	Percentage rate (%) of Service Charges	Amount of service charges in ₹ <u>(% of service charge of N)</u>
O.	Service Charges in percentage and in amount, which should include: All expenditure towards providing		

	managerial supervisory/ insurance/ administrative services, any other charges etc. by all means to get the work done through deployed Security Service Staff.		
--	---	--	--

<b>Total Cost of work in ₹ (I+II)= N+O</b>	
--	--

**The Service Charge % and ‘Total cost of work’ (in amount) are to be quoted upto two decimal points only. The Service Charge % and ‘Total cost of work’ (in amount) of more than two decimal points will be rejected.**

**Note:**

i. Manpower charges/minimum wages (for Security Guards, Gunman and Supervisor) as given in above price-bid format, are fixed. These charges are as per the minimum wages/rates specified by Director General Resettlement (DGR), Department of Ex-Servicemen (MoD), GOI rates (Minimum wage notification issued by DGR for Area ‘B’ effective from October 1, 2021) for all the components except the Service Charges element.

The bidders need to quote only Service Charges (which may include all expenditure towards providing managerial supervisory/ insurance/ administrative services, any other charges etc).

ii. The minimum wage rates are subject to revision on account of changes by DGR wage / Statutory provisions. Any further increase of minimum wages/applicable Statutory provisions, at the time of monthly bill, will become the part of monthly consolidated wages and same will be reimbursed by the Bank.

Date:

(Signature of Tenderer)  
Name and Address with seal

## **Terms and Conditions:**

1. The tenderer shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates. Minimum manpower charges (for Security Guards, Gunman and Supervisor), as per the minimum wages/rates specified by Director General Resettlement (DGR), Department of Ex-Servicemen (MoD), GOI rates (Minimum wage notification issued by DGR for Area 'B' effective from October 1, 2021) for all the components, except the Service Charges element, are given in above price bid format (which are fixed).

2. The minimum wage rates are subject to revision on account of changes by DGR wage / Statutory provisions. Any further increase of minimum wages/applicable Statutory provisions will become the part of monthly consolidated wages.

3. Tenderers should note that Service Charges (Agency Charges) can be retained by them and all other elements are to be passed on to respective authorities/manpower deployed. Copy of proof of payments of statutory dues and payments to manpower deployed in their respective bank accounts is to be submitted along with subsequent month's bill.

**4. Quotations with service charge less than or equal to 2.50% would be treated as unresponsive and will not be considered.**

5. In monthly bill, the service charge rate (in terms of percentage) will be fixed. The service charge, in terms of amount, will be accordingly increased / decreased as per applicable DGR rates.

**The Service Charge % and 'Total cost of work' (in amount) are to be quoted upto two decimal points only.**

6. The lowest bidder (L1) shall be decided on the basis of 'Total Cost of work' as quoted above by the tenderer. Further, in case the lowest tendered amount of two or more bidders is same (more than one bidder quoted lowest rate), then the work will be awarded as per the instruction of paragraph 3 of Section III of the tender document.

7. GST, as applicable, shall be reimbursed on actual production of documentary evidence along with the monthly bill. **All rates are to be quoted in Price bid exclusive of GST.**

8. The Bank will reimburse the cost towards ESI (as per the extant statutory provisions), if any guards come under the purview of ESI at the time of monthly bill. Further, if any person deployed (Security Guards, Gunman and Supervisor) does not come under the purview of ESI, in such cases, the Tenderer shall at his own expenses effect and maintain, in the joint names of the Employer and the tenderer an insurance policy under Workmen's

Compensation Act, 1923 against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within one months from the date of deployment of manpower.

## ANNEXURE – I

### Declaration

**Name of firm/company:**

I/We solemnly hereby declare that:

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

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

**ANNEXURE – II**

**POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
The Regional Director  
HRMD, Reserve Bank of India  
Raipur Regional Office  
Raipur – 492013

Madam

**NAME OF WORK:** E-Tender for awarding of contract to Companies / Agencies/ Firms for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. ....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Mr./ Ms ..... is attested below:  
Signature/(s) of the Bidder  
Name/(s)  
Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized. Power of Attorney furnished by Contractor shall be irrevocable.



**ANNEXURE – III**

**FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

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

(Signature)  
For the bank

**Note:**

Bankers' certificates should be on the letter head of the bank.

(Signature)  
For the bank



**ANNEXURE – IV-B**

**DETAILS OF WORKS PRESENTLY BEING EXECUTED BY THE BIDDER**

S.N.	Duration of Contract	Nature of services rendered	Contract / Agreement Amount	Name, full address of firm and phone no. of the Office under whom the work was carried out	Number of persons deployed	
					Ex-Servicemen/ Trained person	Untrained Person
					Male- Female-	
					Male- Female-	
					Male- Female-	
					Male- Female-	

**Signature of the applicant with Seal**

## ANNEXURE – V

### **Part I- Technical Bid** **Particulars/ information of Bidders**

<b>Sr.</b>	<b>Information Required</b>	<b>Comments of the Tenderer</b>
1.	Name of the Company / Firm / Agency Email ID of firm for correspondence	
2.	i. Address and telephone number of Registered Office  ii. Address of the Office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.	
3.	Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act,1956) (Please enclose relevant documents.)	
4.	Name/s of the Proprietor /Partners /Directors of the Organization	
5.	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship)	
6.	The tenderer must have an Office in Raipur. Provide details of the same. (attach documentary evidence)	
7.	Work experience–Details of work experience (details as per <a href="#">Annexure IV-A</a> and <a href="#">Annexure IV-B</a> to be submitted) as per the requirement in the eligibility criteria supported by work orders, documents/certificates. The details along with documentary evidence of previous experience, if any, of providing Security	

	services for the Reserve Bank of India at any centre or Public Sector Banks/ Central Govt. Financial Institutions/ Corporate houses should also be given.	
8.	The tenderer should be continuously in business at least for 5 years as on March 31, 2022. (Attach documentary proof such as Work Order/Completion Certificate etc.)	
9.	Existing deployment (in minimum five Govt. institutions / bodies / establishments including residential premises) or institute of repute with deployment of minimum 10 Security guards each.	
10.	Creditworthiness of the Agency and their turn-over during the specified period (year-wise). Copies of the Audited Annual Turnover Statement, Income Tax Return/ Assessment Order, audited balance sheets and Profit & Loss A/c of the vendor for the last three Financial years ended March 31, 2021.	
11.	Whether the firm/company/agency is adhering to the Minimum Wages Act, other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of trained security personnel (Security Supervisor / Gunman/ Security Guards).	
12.	Whether the firm/company/agency is registered with the PF, ESIC and registration is currently valid.	
13.	Whether the tenderer has Valid License under Private Security Agencies (Regulation) Act, 2005 for the State of Chhattisgarh (documentary proof to be enclosed)	

14.	The tenderer should have infrastructure for the Training of the security guards. (i) Own Arrangement or (ii) Arrangement with other Institutes. (attach documentary evidence)	
15.	(i) Whether training/module related to modern modes of digital threat like anti drone measures, hacking protection of surveillance equipment like cameras etc. were given to Security Guards.  (ii) If yes, then duration of training/module (in no. of days)  Attach documentary evidence.	
16.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. (Attach a separate sheet if required)	
17.	The tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than January 1, 2022)	
18.	Registration Nos. under various Statutory Acts viz. GST, EPF, ESI, Labour License, PAN (copy of registration certificate to be enclosed)	
19.	GST	
20.	EPF	
21.	ESI	
22.	Labour License	
23.	PAN	
24.	The tenderer should furnish minimum three Reference Sites and on request by the RBI, the Referees should testify about the performance of the tenderer to the	

	RBI's satisfaction. Please enclose performance feedback from minimum of three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than October 01, 2021)	
25.	The Bank Account details (Account Number and IFSC Code etc) for payment through RTGS/ NEFT. (As per <a href="#">Annexure VI</a> )	
26.	ISO Certification Details (if any) (Supported by documentary evidence)	Details of ISO certification- ..... ISO certification since .....
27.	Declaration as per <a href="#">Annexure I</a>	
28.	Proof of remittance of EMD	Mention details like amount, UTR No., Date of Issue, Name of the Issuing Bank

**Note:** Part- I Technical (Particulars/ information of Bidders) ([ANNEXURE-V](#)) must be duly filled, signed, scanned and uploaded along with all the relevant documents in MSTC portal during submission of Technical bid.

**DECLARATION:**

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

Dated: \_\_\_\_\_

**Signature**

**Name and seal of the TENDERER**

## ANNEXURE – VI

### Bank details of Bidder

Name of the Bidder:

Address (in full):

1	Name of the Account Holder (as appearing in the Bank Account)	
2	<b>Account Number</b>	
3	Type of Account (Savings, Current etc.)	
4	<b>PAN Number</b>	
5	Name of the bank	
6	Name of the Branch	
7	Address of the bank	
8	<b>IFSC Code</b>	

Note: Enclose copy of cancelled cheque.

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



**ANNEXURE – VII**  
**Proforma of Bank Guarantee for Security Deposit**

**(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)**

To  
The Regional Director  
Reserve Bank of India  
Human Resource Management Department  
Raipur - 492013

Date:  
Place

Madam,

**Bank Guarantee for performance security deposit – Contract for providing Security Services at RBI, Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar)**

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") and its Regional Office at Mahadev Ghat Road, Sundar Nagar, Raipur, Chhattisgarh (hereinafter referred to as RBI) has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

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

**NOW THIS GUARANTEE WITNESSETH**

1. We ----- (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or

have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay without demur to the RBI,

a sum of Rs..... (Rupees----- only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs..... (Rupees----- only).

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

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

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

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

**We hereby further agree that –**

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

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

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

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

e) In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee

f) Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

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

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ---  
---- day of ----- (Month) (Year) being herewith duly authorized. For and on behalf of  
\_\_\_\_\_ (Name of the Bank) Signature of authorized Bank official

Name:

Designation:

Stamp/ Seal of the Bank

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

**Witness 1**

Signature .....

Name .....

Address .....

**Witness 2**

Signature .....

Name .....

Address .....

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

**ANNEXURE – VIII**  
**Draft Articles of Agreement**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 between Reserve Bank of India, having its Office at Mahadev Ghat Road, Sundar Nagar, Raipur, Chhattisgarh (hereinafter referred to as the “Bank”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

and

M/s \_\_\_\_\_, having its Office at

---

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

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

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

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

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

1. That the Contractor shall provide Security Supervisor and Security Personnel for guarding the Bank’s installations, building, property and Office premises at Sundar Nagar, Raipur including at the Site of Proposed Premises at Nava Raipur (Atal Nagar) as per the requirement of the Bank.

2. This agreement will come into effect from July 01, 2022 and will remain in force up to March 31, 2023 or unless it is terminated as per the terms hereinafter contained.

2. A. This agreement is a part of the contract following from the tender issued in this regard by the Bank. Conditions of this agreement will be supplemental to the terms and conditions of the tender.

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

**4. The broad scope of Work and Guidelines to be followed by the Security personnel will be as under:**

**I. Work to be performed by Security Supervisor:**

- i. The Security Supervisor will be accountable for all functions of his security guards/gunman during all shifts. He will monitor shift wise security deployment and brief all the manpower deployed of their post duties and issue any specific instructions for the day for the concerned posts as applicable.
- ii. He will be responsible for the duties performed by security guards and gunman and maintain the records thereof. He will check the turn out of the manpower.
- iii. He will give daily report to the Security Officer of the Bank.
- iv. He will ensure through Main Gate Guards, that all entry and exit movements of Men, Material and Vehicles are authorized.
- v. During his duty he will monitor the checking of all outgoing / incoming workmen, contract labour, Contractors and Vendors. During his checking rounds he must try and gather information of any abnormal activity in his area of responsibilities, which if observed, he should first take corrective / preventive action and simultaneously keep the Security Officer informed about it.
- vi. Ensure upkeep and highest standard housekeeping of the Main Gate and functioning of all security gadgets and apparatus deployed for routine work.
- vii. He shall maintain liaison with Local police and Security Officer and be updated always on any changes taking place and inform the same to his security guards.
- viii. He will follow the laid down procedure in case of Visitors. He will maintain a decent behavior with anyone coming in or going out and ensure that the Security Guards/Gunman also maintain the same.
- ix. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.
- x. He shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the Office premises and he will always be ready to assist with his available manpower, in case of any accident or Fire Emergency. He shall impart regular training to Security Guards on Fire safety.
- xi. He should conduct Surprise Check on a regular basis to ensure the effective functioning of the security guards.

- xii. The Supervisor will maintain shift documentation as per laid down formats, meet the Visitors and guide them respectfully to the place they are supposed to go after completing Gate formalities for Visitors.
- xiii. He will also compulsorily move on all posts to check and ensure effective discharge of duties by the deployed guards and brief where felt necessary. In doing so he will make the Main Gate Guard responsible to take care of the Gate activities during his absence.
- xiv. He will ensure all phone calls are received promptly and where required the concerned message is noted down and passed on to the relevant persons / officials immediately.
- xv. He will ensure that water pump is operated by the Security Guards.
- xvi. He shall check lights, fittings etc. during rounds besides alertness of security guards.
- xvii. He will move on to the posts more frequently but at varied timings to maintain surprise element for effective checking.
- xviii. He will brief the security guards and gunman of all works / duties performed and pending works, if any.
- xix. Any other security duties assigned by the Bank.

## **II. Work to be performed by the Security Guards:**

- i. Guarding and patrolling duties at Bank's Office premises at Sundar Nagar, Raipur including at the site of Proposed Premises at Atal Nagar and to prevent unauthorized entry.
- ii. To maintain a close vigil on encroachments, if any.
- iii. Switching on/off of all common area lighting.
- iv. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's Office premises.
- v. Other miscellaneous security duties assigned by the Bank.

## **III. Work to be performed by Armed Security Guard (Gunman):**

- i. He will be responsible for the maintenance, proper upkeep and safety of the arms and ammunition with him. In case of any defect, he will immediately report to the Security Supervisor.
- ii. While on duty, he will be in a proper uniform and keep the arms & ammunition in his personal custody and will not leave it unattended at any point of time during the course of his duty.
- iii. He will keep the gun license in original with him while on duty and shall ensure that it is valid.
- iv. He can be assigned any other security duty by the Security Supervisor / Security Officer from time to time.

## **5. Eligibility Criteria for Security Supervisor, Security Guards, Gunman to be deployed:**

- i. Security Supervisor should be ex-servicemen or ex-paramilitary personnel in the rank of JCO/NCO (equivalent in Air force/Navy/Paramilitary).
- ii. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects.
- iii. The manpower deployed by the tenderer during the currency of the Contract shall not work in any other organisation or shall not be deployed by the tenderer at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the tenderer. Bank shall have the right to ask for a suitable replacement in such a case.
- iv. Security Guards and Gunman should be persons between 21 and 45 years of age.
- v. Security Supervisor should be below the age of 55.
- vi. The manpower deployed should be able bodied and trained persons with good health and clean record.
- vii. Security guards, gunman and security supervisor should desirably be minimum 10th standard pass and should have good working knowledge of Hindi.
- viii. Gunman should have a valid gun license.

## **Other terms & conditions:**

6. The Contractor shall not sublet / assign the Contract to any agency. The Contractor shall not sublet any portion of the Contract except with the written consent from the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon, the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

7. Security Deposits/Performance Bank Guarantee – The Contractor shall deposit/ furnish an amount of 5% (₹2,10,000/-) of estimated value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per the format prescribed in tender document, (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till March 31, 2025 (upon renewal of the contract, otherwise it will be refunded). No interest will be paid on Security Deposit/PBG.



All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

## **8. Terms of Payment:**

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

(ii) It may be borne in mind that no request for escalation during the period of contract will be entertained, except for any statutory requirements subsequently effected, such as implementation of higher tax rates, enhancement in minimum wages etc. However, in case of enhancement of minimum wages by the DGR during the course of the contract, such enhancement shall be effected by the Bank, only to the extent of meeting the payment of at least minimum wage requirement of DGR, provided such enhancement should be brought to the notice of the Bank by the Contractor and in the absence of the same the liability of meeting the minimum wage requirement will rest with the contractor.

**Service Charge** –The service charge rate (in terms of percentage) i.e..... will be fixed and the service charge sum (in terms of ₹) will be accordingly regularly increased / decreased as per applicable DGR rates related to increment / decrement in VDA Charges.

(iii) The contractor shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this contract. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

(iv) The contractor will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the contractor and submitted to the Bank shall be made by the Bank after the end of every calendar month. The contractor must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like

bank statement, ESI, PF contribution etc. regarding payment made to its manpower, failing which the bill may not be paid.

(v) The Contractor shall comply with all statutory requirements in respect of payment of at least Minimum Wages, Insurance, PF, ESI, Bonus, etc. The Contractor shall furnish the proof of having paid the wages/ statutory requirements to the staff engaged by him.

(vi) The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the contractor.

(vii) In the event of termination of the contract for any reason whatsoever, the contractor or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(viii) The payment of the bill to the contractor will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract.

(ix) The Contractor shall be liable for the payment of wages to the staff deployed at the Bank as per the DGR, Department of Ex-Servicemen (MoD), GOI wages and all other dues to the staff deployed which they are entitled to receive under the various labour laws and other statutory provisions. The Contractor shall maintain proper records of the payment of wages, etc., to the persons so deployed at the Bank and shall on demand furnish copies of wage register / muster roll, etc., to the Bank for having paid all the dues to the persons deployed by him for the work under the Contract. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of the Bank as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour Regulations from time to time regarding payment of wages, wage period deductions from wages, maintenance of wages book, wage slip, publications of scale of wages and terms of

employment and submission of periodical returns. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, towards profit margin etc. Further, there shall not be any hidden charges in the wages, being paid to the staff deployed at the Bank.

(x) If any person deployed (Security Guards, Gunman and Supervisor) does not come under the purview of ESI, in such cases, the contractor shall at his own expenses effect and maintain, in the joint names of the Employer and the tenderer an insurance policy under Workmen's Compensation Act, 1923 against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower.

## **9. Compliance with law:**

i. The Contractor shall obtain the requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time issued by the concerned Labour Department of the Government, as applicable, for running the establishment. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor. It shall be the responsibility of the Contractor for furnishing necessary Statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

ii. The contractor shall obtain licence, if any, required under the local or central laws for providing trained security personnel to the Bank. The Bank is not responsible for obtaining of any license and permission from any authority of the State Government or Central Government.

iii. The contractor should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The payment of Bonus Act, 1965; The Contract Labour (Regulation and Abolition) Act, 1970; Private Security Agencies (Regulation) Act, 2005, Workmen's Compensation Act, 1923 and other acts as applicable from time to time. In the event of any liability arising on account of any breach or non-compliance with Statutory requirements by the contractor, the Bank will have the right to reimburse itself by way of adjustment from the contractor's pending bills, Security Deposit or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same. The contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement.

## **10. Penalty and Liquidated Damages:**

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

11. The contractor shall ensure that the instructions / directions issued by Central and State Governments and also the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. The Contractor must deploy their staff in such manner that they are in proximity to the Bank and can attend to duties on their own, even in emergency situations like Covid and no staff from containment area or under quarantine should be deployed for work. Further, the Contractor shall closely monitor the staff deployed at the Bank and in case of any of his / her staff / family member of staff is found to be 'Covid' or such other communicable infection affected, action may be taken to replace the staff at once. The Contractor's staff should be sensitized to follow strict social distancing norms while they remain deployed. The Contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the Contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his / her failure, fault or negligence in complying with the above instructions. Any specific medical / insurance or other requirements arising out of such emergencies must be met by the Contractor.

## **12. Uniform and Other Facilities:**

- i. It shall be the responsibility of the Contractor to provide two sets of full uniform (for summer and winter), including one set of raincoat, per year, along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.

- ii. The Bank will not provide accommodation to the security personnel in the Bank's Premises or elsewhere.
- iii. The Contractor shall be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.
- iv. The Contractor will have to provide a mobile phone to the security supervisor.

### **13. Reporting:**

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

### **14. Termination of the Contract:**

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of one month without assigning any reason and without payment of any compensation, if
  - a. in the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

- b. the Contractor commits a breach of any terms and conditions of this agreement and/or
  - c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
  - d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

#### **15. Settlement of Disputes by Arbitration:**

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Raipur and only courts in Raipur shall have jurisdiction to determine the same.

#### **16. Indemnity Clause:**

i. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the staff deployed by him / her. In case, any staff of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to settle / contest the same. In case, the Bank is made party and is supposed to contest the case, the Bank will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the Bank on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the Bank, the Reserve Bank of India, its Directors, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

ii. The Contractor shall further keep the Bank indemnified against any loss to the property and assets of the Bank. The Bank shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

#### **17. Non-Disclosure Clause:**

i. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his / her 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 the applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

ii. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### **18. Prevention of Sexual Harassment of Women at Work place:**

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 staff / employee/s within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency or the Local Complaints Committee, as applicable and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.

ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the staff/employee/s of the Contractor, for instance,

any monetary relief to the Bank's employee or other firm's employee, if sexual violence by the employee of the Contractor is proved.

iv. The Contractor shall be responsible for educating its staff / employees about the prevention of sexual harassment at work place and related issues.

#### **19. Force Majeure:**

The Contractor shall not be liable for forfeiture of its EMD / Security Deposit (Bank Guarantee) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the Contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, etc. The Bank will decide whether delay or failure on the part of the Contractor was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Contractor and will not be open to question before any Court / forum in any proceedings.

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

21. The Contractor shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

22. The Contractor shall comply with the Workmen's Compensation Act, 1923, wherever applicable. The tenderer shall indemnify the Bank, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act, 1923 or any other statute in force during the currency of this contract or at common law in respect of any employee of the Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor an insurance policy against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within one month from the date of deployment of manpower.

23. The authorized person of the Contractor, other than the Security Supervisor, shall personally and exclusively supervise or deploy sufficient supervisory personnel,



exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

24. The Contractor shall ensure that no employee of the Contractor will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling contractual obligations.

25. The Contractor shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.

26. The Contractor shall, at its own expenses, get the manpower deployed by it medically and clinically examined within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the Contractor.

27. The Contractor shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Contractor and /or the manpower deployed have observed the same.

28. The Contractor shall give weekly off to the security personnel and shall provide a reliever in their place. The authorized person of the tenderer is required to conduct surprise check frequently at least twice a week during late hours to see himself that the security guards are discharging the duties faithfully and properly and also submit his report to the official identified by the Bank. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per security guard. The tenderer shall be liable to pay applicable overtime allowance, if any, and no claim will be entertained by the Bank in this regard.

29. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to the persons deployed.

30. After deployment, the security guards should be deputed for refresher trainings periodically.

31. The Contractor should have Credible Supervisory Infrastructure and network. (Organization level like-Branch head-Security Officers-Field Officers-Security supervisor etc).

32. The Contractor will have to enclose/submit certificate of training before deployment of the security guards/gunman/supervisor.

33. The Bank reserves the right to increase or decrease the number of persons to be deployed, as per the Bank's requirement, at any time during the currency of the Contract.

#### **34. Renewal of Contract:**

(i) The contract may be extended for further period on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, subject to satisfactory performance / service rendered by the contractor. Increase in wages to Security Supervisor / Gun Man/ Security Guards as per wages declared by DGR during the tenure of the contract shall be duly honoured by the Bank so as to ensure contractor's obligation of payment of at least minimum wages to staff deployed to the Bank. However, this shall be only to the extent of meeting the payment of at least minimum wages to the Security Supervisor / Gunman/ Security Guards deployed at the Bank. If the wages already being paid is sufficient to meet the enhanced minimum wages requirement, no further increase will be effected in respect of payments to Security Supervisor / Security Guards deployed.

The service charge rate (in terms of percentage i.e. ....) will be fixed and the service charge sum (in terms of ₹) will be accordingly regularly increased / decreased as per applicable DGR rates related to increment / decrement in VDA Charges.

(ii) **Reliever** –No extra amount will be paid for posting of reliever.

(iii) The contractor shall execute an Agreement, at its own expenses, on a non-judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, on receipt of intimation from the Bank of the acceptance of his tender. The original shall be retained by the Bank and duplicate by the Contractor.

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

(If the Contractor is a partnership or an individual)

Signed and delivered

Shri/Smt. \_\_\_\_\_ (sign and seal of the Contractor)

In the presence of (witness) (name & address):

1.

2.

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

Shri/Smt. \_\_\_\_\_, its duly authorized Officer

In the presence of (witness) (name & address):

1.

2.