



भारतीय रिज़र्व बैंक, बेंगलुरु / Reserve Bank of India, Bengaluru
मानव संसाधन प्रबंध विभाग Human Resource Management Department

E-Tender for Annual Service Contract for Providing Private Security Service Personnel (Armed and Unarmed Private Security Guards / Security Supervisor) at RBI Bengaluru and Bank's Staff Colonies at Bengaluru

Reserve Bank of India, Bengaluru Regional Office invites E-tenders under Two-Bid system [Part-I (Technical Bid) & Part-II (Financial Bid)] for deployment of Private Security Guards and Security Supervisors in Bank's premises and Bank's Staff Colonies at Bengaluru. For more details, please visit tenders link on our website <https://www.rbi.org.in>.

2. Last date for submission of e-tender on MSTC (<https://www.mstcecommerce.com>) is February 17, 2023. Tender will be opened electronically by the Tender Committee in the presence of tenderers or their authorized representatives (who wish to be present) on the next working day (February 20, 2023 at 1100 Hrs at HRMD, RBI, 10/3/8, Nrupathunga Road, Bengaluru 560001). In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender shall be closed for bidding on February 17, 2023, as scheduled above. No tender by FAX/E- Mail/Telephone will be entertained. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

Regional Director
Reserve Bank of India, Bengaluru

DISCLAIMER

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

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

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



Reserve Bank of India, Bengaluru
Human Resource Management Department

Annual Service Contract for Providing Security Service Personnel (Security Guards/ Supervisor) at RBI Bengaluru and Bank's Staff Colonies at Bengaluru

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Reserve Bank of India
Human Resource Management Department Bengaluru

E-Tender for Annual Service Contract for Providing Security Service Personnel (Security Guards/ Supervisor) at RBI Bengaluru and Bank's Staff Colonies at Bengaluru

PART I – TECHNO-COMMERCIAL BID

NOTICE INVITING TENDER (NIT)

Reserve Bank of India, Bengaluru Regional Office (hereinafter called “the Bank”), invites E-tenders under Two–Bid system (Technical & Financial Bid) for the provision of Security Service Personnel (Security Guards/Supervisor) at RBI Bengaluru and Bank's Staff Colonies at Bengaluru. The agreement shall be for deployment of Service personnel for a period of one year i.e. from April 01, 2023, and extendable up to two more years subject to mutual consent of both the parties, and based on the satisfactory performance of the Service Provider / Contractor / Vendor(s).

2. The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents, complete in all respects, **on or before February 17, 2023 (1700 hrs)**. Tenderers shall submit tender proposal along with refundable EMD of **₹5,74,000/-**, complete in all respect as per the prescribed format. The technical bids will be **opened electronically February 20, 2023 (1100 hrs)**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

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

The Regional Director
Reserve Bank of India,
10/3/8, Nrupathunga Road, Bengaluru 560001

Section-I

Schedule of Tender (SOT) (Only through e-procurement)

a. Name of the Department	Human Resource Management Department, Reserve Bank of India, Bengaluru
b. e-Tender no:	RBI/Bangalore/Estate/374/22-23/ET/562
c. e-Tender name	Annual Service Contract for Providing Security Service Personnel (Security Guards/ Supervisor) at RBI Bengaluru and Bank's Staff Colonies at Bengaluru.
d. Mode of Tender	e-Procurement System Online (Part I - Techno-Commercial Bid and Part II – Financial Bid through https://www.mstcecommerce.com/eprochome/rbi/)
e. Estimated value of tender (including Taxes)	₹2.87 Crore
f. Date of NIT available to the parties to download	January 12, 2023
h. Date of Pre Bid Meeting at HRMD, RBI Bengaluru	January 25, 2023
g. Bidding start date of Techno-Commercial Bid and Financial Bid at MSTC	February 02, 2023
i. Earnest Money Deposit (EMD)	₹5,74,000/-, (Rupees five lakh seventy-four thousand only) by NEFT / RTGS towards: Beneficiary Name: Reserve Bank of India, Bengaluru Beneficiary Ac No: 8692299 IFSC: RBIS0BGPA01 (5 th and 10 th characters are numerals) <u>Proof of having remitted the EMD is to be uploaded in MSTC portal</u>
j. Last date for submission of EMD	February 17, 2023
k. Last date online e-Tender for submission of Techno-Commercial Bid & Financial Bid	February 17, 2023
l. Date & time of opening of Part-I (i.e. Techno- Commercial Bid)	February 20, 2023
m. Date & Time of opening of Part- II (Financial Bid)	Part-II (Financial Bid) of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Bengaluru, will be opened. Date of opening of Part-II (Financial Bid) will be intimated by email to their respective valid e-mail IDs given by the bidders..
n. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway in favour of MSTC Ltd.

Section-II

Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Bengaluru. The e-procurement Service Provider/ Contractor/ Vendor is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

Process of E-tender:

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

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

(a) Vendors are required to register themselves online with www.mstcecommerce.com → eProcurement → PSU / Govt.Depts → RBI. Register as Vendor by filling up details and creating own user id and password → Submit.

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

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

MSTC Contact Person

i) Shri R Purushottam, Branch Manager, Email: bmbirmstc@mstcindia.in

ii) Shri Sudipta Kumar Khan 9742223713 / 080-22260054 / 206,
Email – skkhan@mstcindia.co.in

iii) Smt. Snigdha Mohanty – 7382025880 / 080-22260054 / 204
Google hangout ID- (for text chat)- mstceproc@gmail.com

Contact person at RBI Bengaluru

(i) Shri Amit Kumar Deb, Assistant Manager, HRMD, Reserve Bank of India,
Email: amitkumardeb@rbi.org.in, Phone No.: 080-22180342

(ii) Shri Susanta Singha, Assistant Manager, HRMD, Reserve Bank of India,
Email: susantasingha@rbi.org.in, Phone No.: 080-22180346

2. **System Requirement:**

(a) Windows XP-SP3 & above / Windows 7 Operating System

(b) IE-7 and above Internet browser

(c) Signing type digital signature

(d) JRE-7 update 9 and above software to be downloaded and installed in the system.

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

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

- Tools > Internet Options > General > Click on Settings under “browsing history/ Delete Browsing History” > Temporary Internet Files > Activate “Every time I Visit the Webpage”.

(f) To enable ALL active X controls and disable ‘use pop up blocker’ under Tools > Internet Options > custom level (**once run IE settings from the page www.mstcecommerce.com**)

(g) For more details, vendor may refer to Service Provider / Contractor / Vendor **Guide** and **FAQ** available at www.mstcecommerce.com/eprochome.

3. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

4. All entries in the tender should be entered in online Technical & Financial / Price formats without any ambiguity.

5. **Special Note towards Transaction fee:** The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in Service Provider / Contractor

/ Vendor login. The vendors have to select the particular tender from the event dropdown box. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit

/ Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and Service Provider / Contractor / Vendor shall be receiving a system generated mail.

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

6. Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

7. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

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

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

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

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

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

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

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

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

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

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

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

(j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and Service Provider / Contractor / Vendor for execution of supply.

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

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

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

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

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

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

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

Section-III
General Instructions to Bidders (ITB)

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General Instructions to Bidders

A. General	
1. Scope of Tender and general information	<p>1.1 The Bank invites E-tenders from the eligible reputed tenderers to participate in the process of selection of Security Service Agency for Annual Service Contract regarding Providing Security Service of Trained Security Personnel (Security Guards/Supervisor) Armed / Unarmed Men / Women at RBI Bengaluru and Bank's Staff Colonies. The Estimated value of contract per annum is ₹2.87 Crore (including Taxes). Detailed terms and conditions of the work have been provided at Section- 2 of this tender document.</p> <p>1.2 The services of security agency are required for the following properties of the Bank:</p> <ul style="list-style-type: none">(a) RBI Officers Quarters Cunningham Road(b) RBI Officers Quarters Cunningham Crescent Road(c) RBI Officers Quarters, National Games Village, Koramangala(d) RBI Staff Quarters, RPC Layout, Vijayanagar(e) RBI Staff Quarters, Osborne Road(f) RBI Staff Quarters, Nandini Layout(g) RBI Main Office Building <p>1.3 More details of Scope of Work and Services, details of security personnel/ patrol guard tour system required for providing services are detailed in Annexure I.</p> <p>1.4 Details of Number of Security Supervisor and Security Guards required is provided in Annexure-II. The Bank reserves the right to increase/ decrease the required number of security personnel including the armed guards.</p>
2. Prohibited Practices	<p>2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <ul style="list-style-type: none">(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:<ul style="list-style-type: none">(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

	<p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p> <p>2.2 Furthermore, tenderers shall be aware of the provisions stated in Annexures I to IV.</p>
<p>3. Eligible Tenderers/ Eligibility Criteria</p>	<p>The Agency participating in the bidding process should qualify to have the basic minimum requirements mentioned as follows:</p> <p>3.1 Experience.</p> <p>(a) Minimum 5 years of experience (upto the date of issue of this tender) of similar works in Airports, Defence, PSUs, Embassies, Public /Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies. (Agency/Firm must be registered before 5 years from the date of issue of this Notice)</p>
	<p>(b) The Security Agency should be registered with the appropriate Government authorities and should be a well-established and reputed organisation.</p>
	<p>(c) The Agency should mandatorily have an office (Registered/ corporate/ branch/ regional/ Zonal/ representative/ liaison) at Bengaluru. Documentary proof for the same to be submitted.</p>
	<p>3.2 Minimum years of each completed work.</p> <p>(a) Providing / provided security services in any one high security installation / establishment such as Airports, Defence, PSUs,</p>

Embassies/Consulates, Public / Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies continuously for last three years with deployment of at-least 75 security personnel or 90% of the estimated cost.

OR

(b) Providing / provided security services in any two high security installation / establishment such as Airports, Defence, PSUs, Embassies/ Consulates, Public /Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies continuously & simultaneously for three years with deployment or 40 security personnel of 60% of the estimated cost.

OR

(c) Providing / provided security services in any three high security installation / establishment such as Airports, Defence, PSUs, Embassies/Consulates, Public / Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies continuously & simultaneously for three years with deployment or 30 security personnel of 40% of the estimated cost.

Client's report for satisfactory completion / performance to be uploaded as documentary proof (Scanned copy PDF format) Submit work order accordingly (As per [Annexure X](#))

3.3. **Annual Turnover.** Should have a minimum annual turnover of amount equal to ₹2.87 Crore, from provision of Security Guard Services activities, during the last 3 years i.e., up to March 31, 2022.

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

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

3.6 **PSARA License.** The agency/ firm should be in possession of a valid license granted by Controlling Authority of the State of Karnataka i.e. Deputy Inspector General of Police (Internal Security Division), Office of the Director General and Inspector General of Police, Nrupathunga Road, Bangalore.

3.7 **Certificate of Registration of Establishment.** The Agency should be in possession of a valid certificate of Registration of Establishments under the Karnataka Shops and Commercial Establishments Act, 1961, from the Department of Labour, Karnataka.

3.8 The Agency should be in possession of a valid license for employing contractual Labour under "The Contract Labour

	<p>(Regulation & Abolition) (Karnataka) Rules, 1974” from Ministry of Labour, Govt. of Karnataka.</p> <p>3.9 The Agency should furnish solvency certificate issued by the applicant’s banker, specifically for the purpose of the work, for a minimum amount equal to the estimated cost.</p>
B. Contents of Tender Document	
4. Sections of Tender Document	<p>4.1 The Tender Document consist of two parts which includes all the Sections indicated below and should be read in conjunction with any Article/Section issued in accordance with <u>Instructions to Bidders</u>.</p> <p><u>Tendering Procedures</u></p> <ul style="list-style-type: none"> • Section-I: Schedule of Tender • Section-II: Important Instructions regarding E-Tender • Section-III: General Instructions to Bidders (ITB) • Section-IV: Evaluation / Selection Criteria <u>Conditions of Contract and Contract Forms</u> (Annex-I to XV)
5. Clarification of Tender Document, Pre- Bid Meeting	<p>5.1 A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.</p> <p>5.2 The Pre-Bid meeting will be conducted on January 25, 2023, at HRMD, RBI Bengaluru, 10/3/8, Nrupathunga Road, Bengaluru 560001. Bidders may also clarify the issues telephonically or in person as per the contacts furnished in this document.</p> <p>5.3 The tenderer shall submit questions, if any, in writing, to reach the Bank’s email address mentioned in this document on or before 03:00 pm, January 24, 2023 along with the name of one official attending the pre-bid meeting.</p>
6. Amendment of Tender Document	<p>6.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) / e-portal.</p> <p>6.2 Any amendments / corrigendum issued shall be a part of this document.</p>
	<p>6.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
C. Preparation of Tenders	

7. Cost of Tendering	<p>7.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p>
8. Documents Comprising the Tender	<p>8.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> • Notice Inviting Tender • Technical Bid Details • Financial Bid Details • Earnest Money Deposit <p>Intending tenderer has to deposit a sum of ₹5,74,000/- (Rupees five lakh seventy-four thousand only) with the Reserve Bank of India, Bengaluru-560001 on or before February 17, 2023 (1700 h). By NEFT/RTGS to following A/c:</p> <p><u>Beneficiary Name: Reserve Bank of India, Bengaluru A/c Number: 8692299</u></p> <p><u>IFS Code: RBIS0BGPA01</u> (5th & 10th characters are numerals)</p> <ul style="list-style-type: none"> • Please Write “<u>Amount for EMD – HRMD Tender for ASC of Pvt. Security Guards</u>” in narration • Performance Bank Guarantee to be furnished after award of contract by the successful tenderers. • Contract Agreement (after award of contract by the successful tenderers).
9. EMD as Tender Security and Transaction Fee	<p>9.1 Tenderers need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>9.2 Tenders without EMD will not be accepted under any circumstances.</p> <p>9.3 Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
10. Letter of Tender	<p>10.1 The tenderer shall submit the Tender using the digital signature Class 3 Certificate via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.</p>

11. Documents Establishing the qualifications of the Tenderer	11.1 To establish its qualifications to perform the Contract in accordance with Section-III (Para 3), the tenderer shall provide the information in the format prescribed in the Annexures V to XV .
12. Visit to Department	12.1 The bidder is required to provide security services and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Bank's Department concerned and is aware of the operational conditions prior to the submission of the tender documents.
13. Period of validity of Tenders	13.1 The Tender validity period shall be 90 days from the last date of the submission of tender. In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.
D. Submission and Opening of Tenders	
14. Submission, Sealing and Marking of Tenders	14.1 Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender. 14.2 The tenderers may submit online their Financial Bid (competitive rates) in prescribed format (Part-II, Annex-XV) along with copies of necessary documents as indicated in the "Technical Bid" (Part-I). E-Tender with all information shall be submitted on or before the prescribed time and date. Incomplete Tenders will be summarily rejected. 14.3 The tenderers shall quote rates inclusive of all components factored as mentioned in Annex-XV , and elsewhere in this tender document. 14.4 If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.
15. Deadline for Submission of Tenders	15.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document. The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.

16. One Bid per Bidder	16.1 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
17. Late Tenders	17.1 No Tender after the deadline shall be allowed on the portal.
18. Tender Opening	18.1 The Bank shall open the Tender (Part-I) electronically on the notified date. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address.
E. Examination of Tenders	
19. Confidentiality	19.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.
20. Clarification of Tenders	<p>20.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p>20.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>
F. Tender Evaluation and Comparison	
21. Evaluation of Tenders	21.1 The Bank shall use the evaluation criteria indicated in Section IV.
22. Qualification of the Tenderer	22.1 The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section III (Point no.3).
23. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders	23.1 The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out-rightly.

G. Award of Contract	
24. Award Criteria	24.1 The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).
25. Notification of Award	<p>25.1 The tenderer who qualifies the Technical Evaluation including Site visit evaluation and is L1 in Financial Bid shall be awarded the tender subject to the conditions as explained at Para no. 1.5 of Section-IV(A).</p> <p>Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work within 7 days of notification of award of work.</p>
26. Signing of Contract	26.1 The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value as applicable within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period of one year (e.g. April 2023- March 2024), in first year and extendable up to two more years subject to annual review by the Bank of the performance of the contractor(s) and mutual agreement.
27. Performance Security	<p>27.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of 5% of the quoted amount in accordance with the Annexure-V. The PBG shall be valid for a period of 60 days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.</p> <p>27.2 Failure of the successful tenderer to submit the Performance Bank Guarantee of 5% of the quoted amount or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p>27.3 The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc.</p>

Section-IV: Evaluation/ Selection Criteria

Evaluation Matrix	
A. Technical Bid Evaluation	
1.	<p>1.1 First, Part-I (Techno Commercial bid) will be evaluated. Tenderers shall furnish information for Technical Evaluation as per the Form-1 of Technical Bid placed at (Annex-V).</p> <p>1.2 Supporting documents for the various items indicated in the Form 1 of Technical Bid should be submitted for Technical evaluation.</p> <p>1.3 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients as also the findings from site visit to take decision regarding qualification in Technical Evaluation.</p> <p>1.4 Scoring of marks for Technical evaluation will be as per the Matrix as shown in Appendix "A".</p> <p>1.5 The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to the L-1 agency provided he/she fulfils all the criteria as given in the tender document. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.</p> <p>1.6 Financial Bid/Part-II will be opened for those bidders who qualify in Part-I. Tender will be awarded to Lowest bid in Part-II.</p>
2.	<p>2.1 The members of the Evaluation Committee may conduct site visits, to assess the quality and other aspects of the existing contracts of bidders as per the above criteria.</p> <p>2.2 A list of such places i.e. complete address details of clients in Bengaluru along with contact details of the contact person should be provided.</p>

Evaluation Matrix

S.No.	Evaluation Parameter	Marks
1.	Annual Turnover for the last 03 financial years (i.e 2019-20,2020-21, 2021-22)	
	a) Up to ₹2.87 Crore	10 marks
	b) For every additional ₹1.00 Crore, beyond ₹2.87 Crore	01 mark each
2.	Manpower on roll	
	a) Manpower on roll up to 60 personnel	10 marks
	b) For every additional manpower on roll for 100 personnel each	01 mark each
3.	Experience of running security services	
	a) Experience of running security services up to 5 years	10 marks
	b) For every additional year of experience beyond 5 years	01 mark each
4.	Volume of work performed in preceding years	
	a) Volume of work performed in three preceding years in providing Security Service Personnel (Security Guards/ Supervisor) for a total value of ₹9.00 Crore	10 marks
	b) For every addition of ₹1.00 Crore in the volume of work beyond ₹9.00 Crore	01 mark each
5.	Trained number of Supervisory Staff on Roll	
	a) Trained number of Supervisory Staff on Roll up to 02 supervisors.	10 marks
	b) For every additional number of trained Supervisory Staff.	01 mark each

Bank reserves the right to call for Original documents in support of the above mentioned parameters

Scope of work and services

1. Duties and Responsibility of Security Supervisors:

- (a) The Security Supervisor will be responsible for overall security and watch and ward arrangement of the premises where deployed.
- (b) Security Supervisor will ensure that all necessary instructions are communicated to the Security Guards, Armed Security Guards and there is no lapse of any kind in following these instructions.
- (c) The Security Supervisor of each shift is accountable for the activities of his security guards during the shift. He has to monitor shift wise Security deployment & brief all staff for specific instructions of the day.
- (d) At the beginning of the shift he will completely take over charge from the outgoing Supervisor & while himself leaving on completion of his duty will hand over charge to the incoming Supervisor in clear detail about the activities performed & works pending completion.
- (e) He will ensure through the Security Guards, all entry & exit movements of Men, Material & Vehicles is monitored and no deviations are permitted unless advised.
- (f) Before mounting the shift on duty the Supervisor will check the turn out of the staff, brief every guard of his post duties & pass on any specific instructions for the day for the concerned posts as applicable. Mobility of the guard on duty is of paramount importance.
- (g) During his duty he will monitor the checking of all out going / incoming workmen, contract labour, Contractors, & Vendors.
- (h) During his checking rounds, the Supervisor must try & gather information of any abnormal activities in his area of responsibility which if observed, first take corrective / preventive actions & simultaneously keep the Bank informed through Security Managers / Caretakers about it.
- (i) Ensure upkeep & highest standards of housekeeping of the Main Gates & ensure functioning of all security gadgets & apparatus deployed for routine work.
- (j) Shall maintain liaison with Caretaker, Security Manager & Residents Welfare Association and be updated always on any changes taking place & inform the same to his Security Guards.
- (k) Will follow the laid down procedure in case of Visitors. Will ensure he & his staff maintain a decent behaviour with anyone coming in or going out.

- (l) He will always be ready to accept & assist / guide in handling any unforeseen eventualities.
- (m) The Supervisor shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the colonies and he will always be ready to assist with his available staff, in case of any accident or Fire Emergency.
- (n) The Supervisor should conduct checks on regular basis to ensure the effective functioning of security staff.
- (o) During his shift he will also compulsorily move on all posts to check & ensure effective discharge of duties by the deployed Security Guards.
- (p) The Supervisor will maintain shift documentation as per laid down formats.
- (q) The Shift Supervisor will ensure all phone calls are received promptly & where required the concerned message is noted down & passed on to the relevant persons / officials when they are available at the first next moment.
- (r) At the end of his shift duty, he will brief the Security Guards/Security Supervisors of next shift all duties performed during his shift & pending works if any.
- (s) The Supervisor shall ensure that the patrol guard tour report/ soft copy is sent to the control room of Agency which in turn shall compile all data from all colonies and send the report by email to the Bank every day by 10.30 a.m.
- (t) Any other task given by the Bank to improve security.

2. Duties of Security Guards

- (a) All Security Guards will report for duty ten minutes before their duty start time and will be well turned out.
- (b) After briefing by the Supervisor they will clear doubts if any on the instructions passed on the day.
- (c) The patrol duty guards will ensure that they remain mobile during their duty time. The other guards manning the security/ check posts should be vigilant and available at their posts.
- (d) The guards will keep a watch on the activities at the entrance/ exit gates as also inside the colony and any abnormality noticed will be instantly reported to the Supervisor on duty.
- (e) While on duty the guards will maintain a polite behaviour with the employees, residents and guests.
- (f) While on duty the guards will maintain a polite but firm behaviour with the contract labour but should not cause unnecessary obstruction to work.
- (g) Guards will not involve themselves in any of the activities they are supposed to check & prevent.
- (h) In case of any doubt the guard will not keep it to himself but will immediately seek help from Shift Supervisor or Security Officer.

- (i) While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities.
- (j) No guard, especially in night shift duty will ever be found sleeping. If found, sleeping on duty the guard will require to be removed from all of RBI's properties and the Security Agency will be penalized monetarily as per the penalty clause mentioned at [Annexure IV](#).
- (k) Guards on main gate duty will check the incoming/ outgoing employees/visitors/contractors/labourers, etc.
- (l) The boom barrier at the main gate of the colonies should always be in the lowered position.
- (m) The guard on main gate will maintain a log book for all visitors, vehicles and a separate log book in case of domestic helps, contractors, labour etc.
- (n) The security guards will ensure the operation of water pump at the fixed hours in the colonies.
- (o) The guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- (p) The guards on duty will also take care of all the vehicles parked in the parking sites located within the premises of the Bank.
- (q) The guard should ensure that the street-dogs and stray cattles do not enter into the premises.
- (r) It should be ensured that flower plants, trees and lawns are not damaged either by the staff or by the outsiders.
- (s) The Security Guards/ Supervisors should have basic Fire Fighting skill and should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- (t) In emergent situations, Security Staff/ Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/ Supervisors should be sensitized for their role in such situations.
- (u) The Security Supervisor/Guards are required to display mature behaviour, especially towards ladies, children and elderly persons.
- (v) Any Security Guard on duty shall not leave the premises until his reliever reports for duty.
- (w) Lady Security Guards posted in the Bank office premises shall have to frisk the lady visitors / customers entering the premises.
- (x) The Armed Guard posted will be present at the main gate of the colonies and be vigilant at all times.
- (y) Any other provisions as advised by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.
- (z) Any other related task given by the Bank to improve security.

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

Place:

Signature and seal of the Authorised Signatory

Date:

Name of Authorized signatory

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

Details of Security Personnel and Patrol Guard Tour Required

Place of Deployment	Deployment of Private Security Personnel											TOTAL
	Security Supervisor			Security Guards (Male)			Private Security Armed Guards			S/ Guards (General Shift)		
	1 st Shift	2 nd Shift	3 rd Shift	1 st Shift	2 nd Shift	3 rd Shift	1 st Shift	2 nd Shift	3 rd Shift	Male	Lady Guard	
RBIOQ Cunningham Road	-	-	-	3	3	3	-	-	-	-	-	9
RBIOQ Cunningham Crescent Road	-	-	-	2	2	2	-	-	-	-	-	6
RBI Staff Quarters, Osborne Road	-	1*	-	4	4	4	-	-	-	-	-	13
RBIOQ, NGV, Koramangala	-	-	-	3	3	3	-	1	1	-	-	11
RBISQ, RPC Layout, Vijayanagar	-	-	-	2	2	2	-	-	-	-	-	6
RBI Staff Quarters, Nandini Layout	-	1*	-	5	5	5	-	-	-	-	-	16
RBI Main Office Building	-	-	-	-	-	-	-	-	-	-	3	3
TOTAL		2		19	19	19		1	1		3	64
Patrol Guard Tour System	Patrol Guard Tour System – 1 each in 6 colonies with minimum 12 Reader Points											

* From 9 am to 5 pm. Subject to Change as per Requirement.

Total Man Power in different wages

S.No.		Head count
A	Security Guard without Arms	57
B	Security Guard with Arm	2
C	Lady Guard	3
D	Supervisor	2

Salary Part : Annexure II

A+C (Area A, Security without arms)	60
B+D (Area A, Security with arms)	4

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

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

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

Terms and Conditions of the contract

- (1) The security personnel provided shall be the employees of the Agency and all statutory liabilities will be adhered to by the agency such as ESI, PF, Workmen's Compensation and other statutory payments i.e. Bonus etc.
- (2) The Security Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages (Central Govt. rates) and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works and any other statutory obligation placed on the Security Agency by any Government Authority. Failure by the Security Agency on any of these terms shall constitute enough grounds for termination of the contract.
- (3) As far as EPF is concerned, it shall be the duty of the agency to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel deployed and an equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, with full particulars of employees engaged. In case of any penalty/ liability on account of non- compliance on this aspect, the onus shall lie on the Security Agency.
- (4) The receipts of depositing employer's and employee's contribution towards PF/ESI etc., will be required to be furnished by the agency to the Bank every month along with monthly bill.
- (5) The eight hours shift generally will be from 0600 hrs to 1400 hrs, 1400 hrs to 2200 hrs and 2200 hrs to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8hrs. at a stretch) shall not be allowed.
- (6) The list of staff going to be deployed shall be made available to the Bank.
- (7) Any change being made in the list of staff deployed shall be done in consultation with the Bank.
- (8) The agency shall change the staff in case of any adverse observations made by the Bank, dereliction of duty, etc., or for any other reason pointed by the Bank.
- (9) In case of any employee being on leave/absent, the Security Agency shall ensure that a substitute is provided.
- (10) The agency shall not deploy guards who are below 21 years of age or over the age of 45 years. The supervisor should be having sufficient experience but should not be over the age of 55 years.

(11) Security Guards should:

- (a) Have Standard of Physical Fitness as per Section 6 Sub-Section (a) to (c) of KPSAR 2008.
- (b) Have Minimum qualification 10th pass or equivalent exam.
- (c) Have Security Training as per Section 5 sub-section (1) to (7) of KPSAR 2008.
- (d) Have been on the employment roll of the bidder for a minimum of six months before their deployment at RBI's sites.

(12) The Supervisor should be an Ex-serviceman or an experienced person having worked 15 years in this field.

(13) The Private Armed Guard should also be an Ex-serviceman having license to handle the weapon.

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

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

(16) The agency will maintain suitable registers on which day to day deployment of personnel at each location will be entered. This will be countersigned by the caretakers in the colony and by the security officer in the Bank building. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The agency has to give an undertaking (on the format), duly countersigned by the aforementioned officer of the Bank, regarding payment of wages as per applicable rules and laws in force.

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

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

(19) All necessary reports (patrol report, etc.) and other information will be supplied by the agency as and when required.

(20) The Agency shall depute a single nodal point of contact in its office for interacting with the Bank. The agency should depute its authorised official once in a week to interact with the Bank for sorting out issues.

(21) Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank and shall not knowingly lend to any person or company any of the effects of the properties being managed.

(22) The agency shall be responsible to maintain all property and equipment of the Bank entrusted to it.

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

(24) The agency shall have his own Establishment / Training Institute having adequate training aids with faculty from Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at its own cost to ensure correct and satisfactory performance of its liabilities and responsibilities under the contract.

(25) Under the terms of their employment agreement with the agency the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the agency and for the Bank as long as they are deployed at Bank's premises.

(26) That in the event of any loss occasioned to the Bank, as a result of any lapse on the part of the agency which will be established after an enquiry conducted by the Bank, the said loss can be claimed from the agency up to the value of the loss. The decision of the Bank will be final and binding on the agency.

(27) The agency shall do and perform all such security and allied services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Bank may issue from time to time and which have been mutually agreed upon between the two parties.

(28) The agency shall be free to remove, redeploy or manage its employees deployed at the Bank's premises in any which way it may desire but with prior information to the Bank while also maintaining the agreed strength.

(29) The personnel engaged by the agency shall at all times while deployed at the Bank's premises, will follow the duties as mentioned by the Bank in agreement with the Agency, failing which penalty(ies) as mentioned in the Working Penalty Clause will be imposed. The penalty on this account shall be deducted from the agency's bills.

(30) The personnel engaged have to be courteous with pleasant mannerism in dealing with the Bank's staff / visitors etc. and should project an image of utmost discipline.

(31) The staff deployed by the agency as Security Guards should be properly, cleanly and smartly attired and should display their identity cards while on duty. Their Uniforms should be ironed and shoes should be black and polished.

(32) The agency should display an "ideal uniformed photograph" at a prominent location in all colonies / Bank premises in consultation with Bank.

(33) The payment would be made at the end of every month based on the actual shift manned/ operated by the personnel supplied by the agency and based on the documentary proof jointly signed by the representative of the Bank and the agency/ its

representative /personnel authorized by it. No other claim on whatever account shall be entertained by the Bank.

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

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

(36) In case any complaint is received attributable to misconduct / misbehaviour of agency's personnel, a penalty as mentioned in the Working Penalty Clause shall be levied and the same shall be deducted from agency's bill. Further the concerned personnel shall be removed from the deployment immediately. An official warning letter will also be issued by the Bank.

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

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

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

(40) The agency shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirements. The agency will provide their own security gadgets like "patrol guard tour" to monitor the security guards perform the patrolling duty of the vulnerable points (decided in consultation with the Bank officials) inside the Bank's properties.

(41) Agency will provide walkie-talkie to each supervisor and to one of security guard in each colonies to ensure effective timely communication between them.

(42) Agency will provide/ introduce Patrol Guard Tour System – one each in six colonies with minimum 12 Reader Points. Agency will monitor the day / night patrol performed by the guards and share the data with the Bank. The Agency will coordinate with the Bank in identifying and locating the reader points in each colony.

(43) The agency shall provide the copies of relevant records during the period of contract

or otherwise even after the contract is over whenever required by the Bank etc.

(44) The contractor should have round the clock control room service in Bengaluru along with quick response teams to deal with emergency situations.

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

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

(47) The Agency shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee/resident visitors, if sexual violence by the employee of the contractor is proved.

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

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

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

(51) Arbitration: Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, herein before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Regional Director or to the sole arbitration of some other person appointed by the Regional Director willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the General Manager (HRMD) is expressed in the contract

to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of RBI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Regional Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

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

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

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

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

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

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

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

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

(60) Jurisdiction of court: This agreement is subject to jurisdiction of the High Court of Karnataka at Bengaluru.

(61) **Period of contract**: The contract, if awarded shall be initially valid for a period of one year from the date of agreement.

(62) The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on terms mutually agreed upon.

(63) Either party shall be at liberty to terminate the agreement by giving three clear calendar months notice in writing.

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

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

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

(a) Current month Invoice Copy.

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

(c) Current month Attendance Register.

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

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

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

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

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

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

(h) Periodical returns submitted to Labour Commissioner, Shram Suvidha Portal, EPFO

& ESIC within 07 days of filing (as and when submitted).

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

(68) The Agency shall raise the bill on completion of every month and the payment shall be made by the Bank within 15 days from the date of submission of complete bill with all supporting documents. All payments by the Bank in this regard will be made through e-mode only.

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

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

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

(72) Any Variation in GST and VDA if any, during the course of the contract will be absorbed by the tenderer. Changes in rate, if any desired, may be discussed at the time of renewal of contract, if done.

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

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

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

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

(77) **Non-Disclosure.** The agency and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the agency and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff shall apply during the term of agreement and indefinitely after the term of agreement. The agency and its staff shall also not disclose directly or indirectly any information of [Annexure I to XV](#) and details of the Bank's infrastructure / systems/ equipments, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. It shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. It 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. It 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 and the Bank shall be entitled to claim damages and pursue legal remedies.

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

Signature of Authorised Signatory

Date

Seal

(Please sign at the bottom of all pages)

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

Penalty Clause

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

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

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

Sl No.	Service Level Agreement (SLA)	Failure Tolerance Level	Risk	Penalty per Month
	General			
1	Failure to monitor thefts / pilferage regularly at assigned area.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2	Staff shall not be Missing from duty/ post.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3	Failure to intimate of incidents immediately to Security Manager	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
4	Staff shall not sleep on duty Should be alert at all time	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
5	Misbehaviour by the Staff with any employee / visitors etc.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
6	Failure of the officer /Supervisor in handing and taking over of duties during shift change and failure in follow up of SOPs	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.

7	Misuse of Bank property/ equipment.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
8	Trainings shall be conducted as per calendar approved from Bank by the Agency	Minimum one training session to all staffs in a month- (Zero)	Low	Minimum 0.2% to Maximum 2% of the bill value.
9	Round the clock patrolling in each shift	Patrolling minimum 1 time in an hour during Day / Night - (Zero)	Low	Minimum 0.2% to Maximum 2% of the bill value.
10	Security Supervisor / Shift IC to ensure Team performance & discipline is maintained at all the times	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.
11	Smart Turnout, Good Uniform with ID card at all the times.	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.

Penalty per Month

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

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

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

S No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1	Shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2	Deploying the employee beyond 8 hours in a day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.

3	Failure to deploy 100% security staff in each shift.	Should not be less than 98% attendance on daily shift basis- (Zero)	High	Minimum 0.5% to Maximum 3% of the bill value.
4	Higher grade staff shall not be deployed in lower grade.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
5	Failure to comply with the Applicable laws	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
6	Deploying the Staff/ employees without giving weekly-off.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
7	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
8	Statutory requirement documents to be provided on by keeping one register each i.e., - Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
9	Participation in the Vendor compliance Audit.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
10	Statutory requirement - documents to be provided on time i.e., -PF/ESI	Before 5th of every month	Medium	Minimum 0.3% to Maximum 3% of the bill value.
11	Failure to pay the salary with in 10th of each month	on or before 10th every month	Medium	Minimum 0.3% to Maximum 3% of the bill value.

Penalty per Month

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

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

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

Place:
Name of Authorized signatory

Signature and seal of the Tenderer

Date:

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

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

The Regional Director
HRMD,
Reserve Bank of India
Bengaluru 560001

E-Tender for Annual Service Contract for Providing Security Service Personnel
(Security Guards/ Supervisors) at RBI Bengaluru and Bank's Staff Colonies at
Bengaluru.

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

(a) I/ We certify that before signing this bid, I/ We have read and fully understood all the terms and conditions and instructions laid down in tender document and undertake to abide by them.

(b) I/ We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/ other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, Leave, Relieving charges, uniform, etc., also need to be paid as prescribed under various statutes, by me / us.

(c) I/ We undertake that complete security of the Bank's properties shall be ensured by our Agency.

(d) The Earnest Money Deposit (EMD) of ₹5,74,000/- (Rupees five lakh seventy four thousand only) is submitted through online on Beneficiary Name: Reserve Bank of India, Bengaluru IFSC: RBIS0BGPA01, Account No.: 8692299

(e) On receiving the award of contract, I/We will furnish a Performance Bank Guarantee in lieu of Security Deposit of 5% of the quoted amount which shall be valid for the entire period of contract.

(f) I / We also understand that the Regional Director, Reserve Bank of India, Bengaluru has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.

(g) I/ We have valid registration in respect of Employees Provident fund/ Employees State Insurance/ GST etc., copies of which are enclosed herewith.

(h) I/ We agree and undertake, if our bid is successful and accepted, to provide the security services in accordance with the requirement of the Bank.

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

Yours faithfully,

Date:

Authorized Signatory (Name & Seal)

Place:

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

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

1. PART- I (Techno-commercial bid)

1.1 Tenders in two parts are invited from Companies/Firms/Agencies for Annual Service Contract for providing Security Service Personnel (Security Guards/ Supervisor) at RBI Bengaluru and Bank's Staff Colonies at Bengaluru at an estimated cost of ₹2.87 Crore per annum inclusive of GST.

1.2 The outsourcing agency (hereinafter referred to as "Agency") shall provide trained, uniformed armed /unarmed men / women security personnel under its employment, and will provide security to the buildings, equipment, materials and residents at various premises of the Reserve Bank of India, Bengaluru (hereinafter referred to as "Bank") as indicated in this document and; monitoring and surveillance of the said premises.

1.3 The Agency shall abide by the Private Security Agencies (Regulation) Act, 2005 (Central Act 29 of 2005) (PSARA-2005) and Karnataka Private Security Agencies Rules, 2008 (KPSAR-2008) and shall strictly follow all the provisions of the Acts and Rules mentioned in it.

1.4 The agency should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Bengaluru Works Contract Act (wherever applicable).

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

Sl. No	Criteria	Requirement
1.	Duration of past experience	a) Should have minimum 5 years of experience of executing similar work in Airports, Defence, PSUs, Embassies/ Consulates, Public /Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies ending last day of the month previous to the one in which applications are invited. Applicant should furnish their client list and documentary evidence showing the details of work carried out by them during the last 5 years.

		<p>b) The Security Agency should be registered with the appropriate Government authorities and should be a well-established organisation.</p> <p>c) The Agency should mandatorily have an office (Registered/ corporate/ branch/ regional/ Zonal/ representative/ liaison) at Bengaluru. Documentary proof for the same to be submitted.</p>
2.	Minimum value of each completed work (qualifying)	<p>2.1 <u>Minimum years of each completed work.</u></p> <p>(a) Providing / provided security services in any one high security installation / establishment such as Airports, Defence, PSUs, Embassies/Consulates, Public / Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies continuously for last three years with deployment of at-least 75 security personnel or 90% of the estimated tender cost.</p> <p style="text-align: center;">OR</p> <p>(b) Providing / provided security services in any two high security installation / establishment such as Airports, Defence, PSUs, Embassies/ Consulates, Public /Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies continuously & simultaneously for three years with deployment of 40 security personnel or 60% of the estimated tender cost.</p> <p style="text-align: center;">OR</p> <p>(c) Providing / provided security services in any three high security installation / establishment such as Airports, Defence, PSUs, Embassies/Consulates, Public / Pvt. Sector Banks, IT Sector and other reputed large Pvt. Sector companies continuously & simultaneously for three years with deployment of 30 security personnel or 40% of the estimated tender cost.</p> <p><u>Please attach minimum three Client reports for satisfactory completion to be uploaded as documentary proof (Scanned copy PDF format) (As per Annexure X)</u></p>

3.	PSARA License	3.1 The agency/ firm should be in possession of a valid license granted by Controlling Authority of the State of Karnataka i.e. Deputy Inspector General of Police (Internal Security Division), Office of the Director General and Inspector General of Police, Nrupathunga Road, Bangalore. (Scanned copy to be uploaded)
4.	Certificate of Registration of Establishment	4.1 The Agency should be in possession of a valid certificate of Registration of Establishments under the Karnataka Shops and Commercial Establishments Act, 1961, from the Department of Labour, Karnataka. (Scanned copy to be uploaded).
5.	Registration under Contractual Labour Act	5.1 The Agency should be in possession of a valid license for employing contractual labour under “The Contract Labour (Regulation & Abolition) (Karnataka) Rules, 1974” from Ministry of Labour, Govt. of Karnataka. (Scanned copy to be uploaded)
6.	ESIC, EPFO Registration	6.1 The Agency must be registered with ESIC and EPFO. (Scanned copies of Registration Certificates to be uploaded)
7.	Training Setup	7.1 Company should have a proper infrastructure for imparting training to their security personnel on professional, physical aspects, discipline and conduct as prescribed by the Controlling Authority. A duly certified documentary evidence of the same may be scanned and uploaded.
8.	Yearly turnover	8.1 Should have a minimum annual turnover of amount equal to ₹2.87 Crore, from provision of Security Guard Services activities , during the last 3 years i.e., up to March 31, 2022. (Scanned copy of the relevant documents duly Certified by Chartered Accountant to be uploaded)
9.	Solvency	9.1 The Agency should furnish solvency certificate issued by the applicant’s banker, specifically for the purpose of the work , for a minimum amount equal to the estimated cost. (Scanned copy to be uploaded) (Annexure XI)

10.	Visit to Department	10.1 The bidder is required to provide security services and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
11.	One Bid per Bidder	11.1 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

1.6 Details of the company/firm/agency:

(a) The full particulars of the Company/Firm/Agency, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address(es) etc. are required to be submitted (Scanned copy to be uploaded).

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

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

(d) Written information about the names and address of the Bankers with full details like names, present contact / postal addresses, e-mail IDs, telephone (landline and mobile) nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished (Scanned copy to be uploaded).

1.7 Checklist for the Documents to be uploaded. Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of

E-tender (Each file size should not exceed 5 MB):

- (a) Audited or CA Certified Statement of Accounts for the last 3 accounting years.
- (b) Income Tax Return filed with the Income Tax Department for the last three years.
- (c) Applicable tax registration certificate, viz., PAN, GST, etc.
- (d) Registration Certificate of the company/firm/agency issued by the relevant authority.
- (e) E.P.F. Registration Certificate and E.S.I. Registration Certificate.
- (f) Basic Information and Evaluation of Eligibility (As per [Annexure XIV](#))
- (g) Details of previous experience (As per [Annexure XIII](#))
- (h) Details of Banker (s) (As per [Annexure VIII](#))
- (i) Banker's Certificate (Solvency Certificate) issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of ₹2.87 Crore, for indicating financial soundness of the tenderer. (As per [Annexure XI](#))
- (j) Copy of license issued by the Regional Labour Commissioner (Central), Office of the Regional labour Commissioner (Central), Ministry of Labour and Employment, Government of India.
- (k) Client Report in prescribed format (As per [Annexure X](#)).
- (l) All documents related to work experience supported by Work Orders, completion certificates and other details.
- (m) Power of Attorney/ authorisation with the seal of the company/firm in the name of the persons signing the tender documents.
- (n) Experience certificate of the Proprietor/Director(s)/Executives or proof of qualification.
- (o) Certificate regarding Training Facility.
- (p) Valid PSARA License from Controlling Authority.
- (q) Checklist for technical evaluation (As per [Annexure IX](#))
- (r) Any other technical information the tenderer wishes to furnish.

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

1.9 Intending tenderer has to deposit EMD of ₹5,74,000/- (Rupees five lakh seventy four thousand only) through NEFT / RTGS in favour of: **Beneficiary:** Reserve Bank of India, Bengaluru **IFSC:** RBIS0BGPA01 (5th and 10th digit characters are numerals)

Account No.: 8692299 on or before the date given at Scope of Tender.

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

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

2. PART- II (Financial Bid).

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

2.2 The tendered rates shall be inclusive of all the liabilities of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI and EPF (if applicable) contributions, etc. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of materials, labour and tools/machinery, etc. required at the site. The rates should be in conformity to Minimum Wages Act 1948 as published by Central Government.

2.3 The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates taking into account the probable future revisions in wages. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

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

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

2.6 Financial Bids among other things shall be inclusive of the cost of the uniform and identity cards and protective gear provided by the company/agency/firm to the personnel deployed.

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

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

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

3.1 Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not

cancel or withdraw the tender during this period or change the quoted rates.

3.2 The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3 Conditional bids will also be summarily rejected.

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

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

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

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

Date:
(Name of Authorized signatory)

Signature and seal of the Tenderer

Place:

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

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

1.	Name of the Company/Firm	
2.	Type of Company whether, Proprietorship, Partnership etc.	
3.	Name and address of the Proprietor/ Partners/ Directors of the Company	
4.	Registration (firm, company etc.,) / Registration Authority, Date Number etc.	
5.	Registered office address and telephone number & email address	
6.	Office address through which the work will be handled (together with email id of authorised official)	
7.	Experience in undertaking similar services to other organizations	____ Years
8.	Total value of the contract entered into with other organizations for the last 3 years (2019-20,2020-21,2021-22)	Rs. Rs. Rs.
9.	Furnish Balance Sheet for last 3 years	
10.	Whether providing security services to any of the Government/Semi-Government Undertaking/s and if so, furnish details	
11.	PAN No. (copy of PAN card issued by the Income Tax Department)	
12.	Provident Fund Account No.	
13.	ESI Regn. Number	
14.	Licence number under Contract Labour (R&A) Act	
15.	Indicate if involved in any litigation	
16.	Any disputes (including with statutory authorities) are pending and details of the stage of proceedings	

Authorized Signatory (With name Seal) Date:

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

Details of Banker/s(To be given on Tenderer's letter head)

Particulars	Banker 1	Banker 2
Name of the Bank, Branch, IFS Code and its complete postal Address		
Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No.(s) etc.		
Type of Account and Account No.		
Whether Credit Facility/Overdraft facility enjoyed by the agency.		
The period from which the agency has been banking with the Banker.		
Any other information which the vendor may like to furnish about its Bankers.		
IFSC of the Branch		

Authorized Signatory (With name &

Seal) Date:

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

CHECK-LIST FOR TECHNICAL EVALUATION			
Sl. No.	Documents asked for	To be filled by the Bidder	Details of Documentary proof in PDF (Page No. /File Name)
1	Earnest money (NEFT of ₹ 5,74,000/-)		
2	Authorized person of the company/ firm/ agency, with name, designation address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of Partners/Directors also (Copy of partnership deed/Registration Certificate/MOU/MOA as applicable to be submitted)		
3	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Returns of the last 3 financial years.		
4	Self-attested copy of GST Registration.		
5	Self-attested copy of valid Registration number of the company/firm/agency.		
6	Self-attested copy of the License under Contract Labour (R&A) Act 1970, of the employer for whom the Agency is currently undertaking the work.		
7	Self-attested copy of valid EPF Registration number.		
8	Self-attested copy of valid ESI Registration number		
9	Average Turnover of not less than ₹2.87 Crore per annum (for Security Guard Services) for the last 3 years, duly certified by the Chartered Accountant.		
10	Copy of audited balance sheets and profit and loss accounts for the past three years i.e. 2019-20, 2020-21 and 2021-22		
11	Income Tax Assesment orders for the past three years i.e. 2019-20, 2020-21 and 2021-22		
12	Copy of Registration of Company/ Firm valid for at least 12 months from the date of commencement of the contract.		
13	Experience of having successfully completed similar works during last 5 years from the last day of the month preceding the month in which the tender is invited.		

14	a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost for deployment of 30 Security Guards.		
15	b. Two similar completed works each costing not less than the amount equal to 60% of the estimated cost or deployment of 40 Security Guards.		
16	c. One similar work costing not less than the amount equal to 90% of the estimated cost or deployment of 75 Security Guards.		
17	5 Years of experience as on March 31, 2022 in providing similar services to Central Government/State Government Departments/Banks/ Public or Private Sector Companies/ Undertakings/ Autonomous Bodies etc.		
18	Address of the company/agency/firm's office in Bengaluru		
19	Any other documents, if required		

Authorized Signatory (With name & Seal) Date:

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

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

To
Regional Director
Reserve Bank of India
10/3/8, Nrupathunga Road, Bengaluru 560001

Name and address of the Client:-

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

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

Date:

Signature of the Authorised Official (with seal)

Name:

Office Land Line /Mobile:

Email Address:

Place:

Please Note: Scanned copy (PDF format) must be uploaded while submitted e-tender online through MSTC E-commerce portal. The original reports in client's official letter head is to be addressed to the Regional Director, Reserve Bank of India, Bengaluru - 560001.

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

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

1. Name of the company/agency/firm:
2. Composition of the company/agency/firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited):
3. Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
4. Name of the Banker:
5. Name of the Branch and complete postal address:
6. Name and job title of the contact person along with his/her Telephone No (s) and E-mail etc.:
7. Type of Account:
8. Account Number:
9. IFSC of the bank branch:
10. Turnover of the company/agency/firm for the last 3 years (year wise):
11. Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
12. Dealings:
13. The period from which the company/agency/firm has been banking with the bank:
14. Any other remarks:
15. You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹2.87 Crore per annum.

(Signature) For the Bank Place:

Date:

Note:

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

Details of Banker(s)

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

Place:
Date:

Authorised signatory
(with name and seal)

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

Details of previous experience

Minimum value of each completed work (qualifying) Experience of having successfully completed similar works during last 5 years (Refer Section-III Para 3)								
Sl. No.	Nature of service rendered	Name, address & Telephone number of the client (Govt. / Semi-Govt/ bank/ others)	Number of persons deployed			Value of Work in Rupees	Period of Work (example: 2021-22)	Details of Documentary proof in PDF (Page No. / File Name)
			Security Supervisors	Security Guards with Arms (Men and Women)	Security Guards without Arms			

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

Basic Information and Evaluation of Eligibility

Sl. No.	Particulars of company/agency/firm	Details to be filled by the company/agency/firm			Details of Documentary proof in PDF (Page No. / File Name)
1	Name of the company/agency/firm				
2	Type of Company whether, Proprietorship, Partnership etc. (copy of Memorandum and Articles of Association and Partnership Deed in case of companies and firms respectively, Power of Attorney etc.)				
3	Name and address of the Proprietor/ Partners/ Directors of the Company				
4	Copy of Certificate of Incorporation or Registration Certificate				
5	Registered office address and telephone number & email address, Local Contact address/ Telephone number				
6	Office address through which the work will be handled (together with service provider's email address)				
7	Experience in undertaking similar services to other organizations (with documentary evidence) during the last 5 years from the last date of the previous month in which the tender has been invited (including orders on hand at present).	Sl. No	Cost of deployment per year	Names, full address & contact no of the organisations to whom service provided.	
8	Total value of the Security Services provided to the other organisations during the last 5 years from the last day of the month preceding the month in which this tender is invited.	2018-19	Rs.		lakhs
		2019-20	Rs.		lakhs
		2020-21	Rs.		lakhs
		2021-22	Rs.		lakhs
		2022-23	Rs.		lakhs
9	Yearly Turnover for the last 3 years (Turnover). Should have an average annual turnover, from <u>Security Services</u> , of Rs. 2.87 Crore (furnish Audited Balance Sheet for 3 years)	2019-20	Rs.		lakhs
		2020-21	Rs.		lakhs
		2021-22	Rs.		lakhs

10	Whether undertaken similiar work for any of the Central Government/ State Government Departments/ Banks/Public or Private Sector Companies/ Undertaking/ Autonomous bodies as approved service providers and if so, furnish details as per Annexure X (Client certificates as per qualifying works in Annexure X to be enclosed)		
11	Details of staff available in the organization for deployment (manpower on rolls as on December 31, 2022)		
12	Indicate if involved in any litigation		
13	Any civil suits pending in any of the orders executed, give details		
14	Any disputes (including with statutory authorities) are pending and details of the stage of proceedings		
15	Time required to place the service, if engaged.		
16	PAN Number		
17	GST Regn. No.		
18	EPF Registration Number		
19	ESI Registration Number		
20	Licence Number under PSARA		
21	Regn. No. Establishment		

Place:

Date:

Signature of the applicant with Seal

Please attach scanned copies of supporting documents of all these works in PDF Please attach minimum Three Client reports of qualifying works as per [Annexure X](#).

PART – II FINANCIAL BID (FORMAT 1)

Wages quoted should be in conformity to Minimum Wages Act 1948 as published by Central Government/State Government (whichever is higher) from time to time and Price Bid have to be filled by the tenderer online in the appropriate section of Price Bid at MSTC portal only

Do not upload SCANNED COPY of this document. Uploading of Price Bid as a part of Technical Bid will lead to Disqualification of both Technical Bid and Price Bid

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

Sl. No.	Description	Amount (to be quoted on MSTC) ('A')	Total personnel in each category ('B')	Total Amount C = ('A' x 'B')
Quotes are to be made for 12 Months for One Person, Excluding Taxes				
1	<u>Security Supervisor</u> – Total Cost for one Security Supervisor for 12 Months (<i>Without Tax</i>) (Cost including Basic Wage, VDA, EPF, Other applicable Statutory Charges / requirements, Uniform Charge and Reliever Charge)	A1	2	C1 = A1 x 2
2	<u>Security Guard (With Arms)</u> - Total Cost for one Security Guard (With Arms) for 12 Months (<i>Without Tax</i>) (Cost including Basic Wage, VDA, EPF, Other applicable Statutory Charges / requirements and Uniform Charge and Reliever Charge)	A2	2	C2 = A2 x 2
3	<u>Security Guard (Without Arms)</u> – Total Cost for one Security Guard (Without Arms) for 12 Months (<i>Without Tax</i>) (Cost including Basic Wage, VDA, EPF, Other applicable Statutory Charges / requirements and Uniform Charge and Reliever Charge)	A3	57	C3 = A3 x 57
4	<u>Lady Security Guard (Without Arms)</u> – Total Cost for one Lady Security Guard (Without Arms) for 12 Months (<i>Without Tax</i>) (Cost including Basic Wage, VDA, EPF, Other applicable Statutory Charges / requirements and Uniform Charge)	A4	3	C4 = A4 X 3
5	<u>Service Charge and Contractor's Overhead</u> for providing 2 Security Supervisor with relievers, 2 Armed Security Guards with relievers, 57 Security Guards (Without Arms) with relievers, and 3 Lady Security Guards (Without Arms) which also includes	A5	1	C5 = A5 % of (A1+A2+A3+A4)

	Insurance, dress and deportment, maintenance of all statutory obligations, administration, supervision and essential training. <u>To Be Quoted % of the Total Amount of All Category</u> i.e. if quoted 'x' at A5 then Service Charge is x% of the total amount (C1+C2+C3+C4)			
6	<u>GST @ 18% of (C1+C2+C3+C4+C5) to be calculated automatically</u>			
	Grand Total			

Please note:

Do not fill here. Quote (Column 'A') to be entered in MSTC website only. Tax and total amount will be calculated automatically by the system.

- a) The Bank would establish the reasonableness of the rates in relation to the estimated rates, prevailing market rates, economic indices of the raw material/ labour and other input costs etc., Accordingly, the Bank may, at its discretion, ask any bidder to furnish the break up and rationale based on which the quoted rates have been arrived.
- b) The rates quoted should be exclusive of GST. The particular work is considered as 'a Composite supply of Works contract as defined in clause 119 of section 2 of CGST Act'. The Vendor may levy applicable GST as stipulated by GST Council in the invoice submitted to the Bank.
- c) The rates quoted are inclusive of reliever charges. No extra amount will be paid for posting a reliever.
- d) The rates quoted must conform to the current minimum wages stipulated by the **Ministry of Labour and Employment, Central Government of India** and that other mandatory charges i.e., EPF, ESI etc. are in conformity with the corresponding statutory provisions.
- e) The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws and the Bank's specifications.
- f) As per para 7.5.7 of the Manual for Procurement of Goods 2017 issued by Department of Expenditure, Govt. of India, an Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity (RBI Bengaluru) may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.