



**RESERVE BANK OF INDIA, RANCHI
NOTICE INVITING TENDER**

(Only through e-procurement)

SCHEDULE OF E-TENDER

The schedule of e-Tender are as follows:

1	Description of Works	Tender for providing Security Guards (Including two female Security Guards) and security gunmen in the Office Premises of RBI, Ranchi						
2	Estimated Cost (Yearly)	₹70,00,000/-						
3	Earnest Money Deposit	₹1,40,000/- (i.e. 2% of Estimated Amount) May be deposited through NEFT towards <table border="1"><tr><td>Beneficiary A/c Name</td><td>RBI NEFT Inward Received</td></tr><tr><td>Beneficiary A/c number</td><td>186003001</td></tr><tr><td>IFSC</td><td>RBISORNPA01 (Fifth and Tenth character in IFSC is Zero)</td></tr></table> <p>Kindly mention your name/ company name in the NEFT Transaction remarks. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to the following e-mail ID: hmrdranchi@rbi.org.in</p>	Beneficiary A/c Name	RBI NEFT Inward Received	Beneficiary A/c number	186003001	IFSC	RBISORNPA01 (Fifth and Tenth character in IFSC is Zero)
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Beneficiary A/c number	186003001							
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4	Validity of Quoted Rates	Initially for one year till March 31, 2024 (to be renewed and extended for a period of maximum two years, one year at a time, subject to satisfactory performance and adherence to contractual obligations by the contractor). The wages are subject to be reviewed as per the notification of Chief Labour Commissioner, Central Government.						
5	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part-II-Commercial Bid) through https://www.mstcecommerce.com						
6	E-Tender No.	RBI/Ranchi/HRMD/68/22-23/ET/570						
7	Date of NIT available (viewing of Tender) to parties for download	January 19, 2023 at 11:00 AM						
8	Transaction Fees	Fees will be submitted to MSTC https://www.mstcecommerce.com						
9	Schedule of offline Pre-bid meeting	January 24, 2023 at 15:00 hours at RBI Ranchi, Kutchery chowk.						
10	Date of Starting of e-Tender for Online submission on MSTC website	January 20, 2023 at 1100 hrs.						
11	Last Date of Submission of EMD to RBI, Ranchi	February 15, 2023 at 1200 hrs.						
12	Date of Closing of Online e-tender for submission of Technical & Commercial Bid	February 15, 2023 at 1400 hrs.						
13	Date and Time of Opening of Part I i.e. Technical bid	February 15, 2023 at 1500 hrs.						
14	Date & Time of Opening of Part II i.e., Commercial Bid	Will be communicated in due course.						

In case of any clarification, you may please contact the following officials of RBI:

Shri Sunny, Manager – hmranchi@rbi.org.in – 8809501850

Shri Ujjwal Ghosh, Assistant General Manager – hmranchi@rbi.org.in - 9771431574

Quotations will be opened on the due date and time as specified in this document. You may nominate a representative to be present on the occasion.

Note: All the bidders may please note that any amendments/corrigendum to the NIT, if issued in future, will be notified on the RBI Website and MSTC Website and **will not be published in the newspaper.**

January 19, 2023

General Manager (OIC)
Reserve Bank of India
Ranchi Office



**RESERVE BANK OF INDIA
RANCHI**

E-TENDER FOR SECURITY GUARDS/GUNMEN

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



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January 19, 2023

General Manager (OIC)
Reserve Bank of India
Ranchi Office

DISCLAIMER

Reserve Bank of India, HRMD, Ranchi, has prepared this document to give background information on the Service to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its authorities, agencies, 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.

2. 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 the Bank in submitting the tender. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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

SECTION – I

INSTRUCTIONS FOR APPLICANTS/ BIDDERS FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their 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 Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Personal Computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special Note: The technical bid and the commercial bid has to be submitted online at www.mstcecommerce.com/eprochome/rbi

- i) Vendors are required to register themselves online with www.mstcecommerce.com → *e-Procurement* → *PSU/Govt. Depts* → *Select RBI Logo* → *Register as Vendor* → *Filling up details and creating own user id and Password* → *Submit*.
- ii) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.
- iii) In case of any clarification, please contact RBI/MSTC (before the scheduled time of the e-tender).

Contact person (MSTC Ltd):

Mr. Pritam Vishwas: 9903248755

Contact person (RBI):

Shri Sunny, Manager – hmrdranchi@rbi.org.in – 8809501850

Shri Ujjwal Ghosh, Assistant General Manager – hmrdranchi@rbi.org.in - 9771431574

2) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE - 7 and above Internet browser
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.
- iv) To disable "Protected Mode" for DSC (Digital Signature Certificate) 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".

3) Other Settings:

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

4) The Techno-commercial Bid and the Price 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.

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

6) Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

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

8) 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.

9) 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-id provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC.

10) E-tender cannot be accessed after the due date and time mentioned in NIT.

11) Bidding in e-tender:

a) Vendor(s) need to submit necessary EMD, 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 Commercial Bid.

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

d) *The vendor should allow running JAVA application.* This exercise 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 running then the 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 Commercial Bid link becomes active and the same has to be filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid have been saved, the vendor can click on the “Final submission” button to register their bid.

- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
 - g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
 - k) It is mandatory that *all the bids are submitted with digital signature certificate* otherwise the same will not be accepted by the system.
 - l) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - m) No deviation of the terms and conditions of the tender document is acceptable.
Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- 12) Any order resulting from this tender shall be governed by the terms and conditions mentioned in the tender.
- 13) No deviation to the technical and commercial terms & conditions are allowed.
- 14) 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.
- 15) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

PART 1: TECHNICAL BID
Section (i)
FORM OF TENDER

The General Manager (OIC)
Reserve Bank of India
Ranchi

Dear Sir/Madam,

Providing services of Security Guards and Gunmen for guarding the Bank's Office premises at Ranchi

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to take up the services of Private Security Guards (Including two female security guards) and Gunmen for guarding the Bank's Office Premises of RBI, Ranchi at the rates mentioned in the financial bid and in accordance with the conditions of the tender and conditions of contract attached hereto.

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed Proforma ([Annexure - F](#)).

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees (in Office) such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/we understood that the contractor who had earlier worked with the Bank as a contractor for providing Private Security Guards or for any other service in any of the Offices (including Ranchi) of the Bank and was issued termination notice and/or terminated for deficiency of service by the Bank will not be eligible to apply.

5. I/We understand that the Bank is not bound to accept the lowest tender and reserves the right to accept any tender whether lowest or not. The Bank also reserves the right to reject all the tenders without assigning any reason therefor. The Banks can also reject any tender which prima-facie violates any law applicable in the context of this tender.

Dated this _____ day of _____ 2023.

For and on behalf of M/s _____

(Signature with seal)

Name: _____ Designation: _____

Place: _____

Date: _____ Address: _____

(Certified true copy of the Power of Attorney of the above signatory should be attached).

Witnesses:

(1) Signature:

Name:

Address:

Date:

(2) Signature:

Name:

Address:

Date:

SECTION – II

E-TENDER FOR PROVIDING SECURITY GUARDS/GUNMEN (INCLUDING TWO FEMALE SECURITY GUARDS) AND ELIGIBILITY CRITERIA

E-tenders are invited under two-bid system by the GM O-I-C, Reserve Bank of India, Kutchery Chowk, Ranchi from registered contractors/agencies holding valid licenses under Contract Labour (Regulation and Abolition) Act, for providing **Security Guards (Including two female security guards) and Security Gunmen** with knowledge of handling fire fighting equipments/able to act in times of emergency of fire hazard also herein after referred to as Security Guards for guarding Reserve Bank of India Office Premises (i.e. monitoring movement of men, material and vehicles, surveillance of Office Premises, Checking of fire hazard points apart from normal guarding etc.) located in, Ranchi for an initial period of one year as per laid down contractual obligations.

1. The present requirement is for 11 Security Guards (Including 02 female Security Guards) and 06 Security Gunman with valid gun license for Jharkhand/All India). However, their requirement may vary from time to time. The strength of the security personnel can be increased or decreased at any stage depending upon the actual requirements by the Bank. The present requirement is for guarding the following property of the Bank:

- a) Reserve Bank of India, Main Office Premises, 4th Floor, RRDA Building, Kutchery Chowk, Ranchi.
- b) Reserve Bank of India, Additional Office Premises, 2nd Floor, Zila Parishad Building, Kutchery Chowk, Ranchi.
- c) RBI Plot at Pundag, Ranchi

2. **ELIGIBILITY CRITERIA:** The contractor/ Security agency should fulfill the following requirements and documents to be attached as proof:

- a) The agency/company should have Private Security Agencies (Regulation) Act 2005 (PSARA) license valid for Jharkhand State and issued in Jharkhand by Competent Govt authority.
- b) Should have a certificate of Registration from ROC or Registrar of firms or letter of proprietorship. (upload the documentary evidence on MSTC portal).
- c) The Agency/Company should be in the security business for at least 5 years as on 31st December 2022. Memorandum and Articles of Associations should be attached and work order confirming year and area of activity.
- d) Should have Income Tax clearance certificate (latest) for last three years and PAN number. (upload the documentary evidence on MSTC portal).
- e) Should have CA audited balance sheet for the past three years. (upload the documentary evidence on MSTC portal).
- f) Should have experience of working for the last 05 years with Public Sector Units or airport or government organization and should upload documentary evidence on MSTC portal.

- g) The intending tenderers must have executed successfully similar works, as mentioned above, during last five years ending December 2022 (i.e. from December 2017 till December 2022). These works should be either of the following:
- i) Three works each costing not less than the amount equal to 40% of the estimated cost

Or

 - ii) Two works each costing not less than the amount equal to 50% of the estimated cost

Or

 - iii) One work costing not less than the amount equal to 80% of the estimated cost.
- h) Turnover – Should have an average annual turnover of 100% of the Estimated Cost (Rs. 70 Lakh) or more during the last three financial year ended March 31, 2022. A Certificate from Chartered Accountant (CA), along with the Balance Sheet, duly certified must be mandatorily submitted along with the tender. Any tender document without the Balance sheet and a CA certificate regarding the turnover will be rejected (upload the documentary evidence on MSTC portal).
- i) Should have registration under Shops and Establishment Act and certificate from ESI Corporation (latest). (upload the documentary evidence on MSTC portal).
- j) Should have certificate from EPF organization under EPF & Misc. Provision Act-1952 (latest). (upload the documentary evidence on MSTC portal).
- k) The agency should have office in Ranchi. The officer of the RBI will visit the office before opening the financial bid to ascertain the infrastructural setup and professional approach of the agency in catering the security needs of the Bank. (upload the documentary evidence on MSTC portal).
- l) The agency should have infrastructure for training facility for the security guards.
- m) Should have registered with the Govt Under Contract Labour Act (Regulation & Abolition) 1970.
- n) Should have registered with appropriate authority for GST/service tax. (upload the documentary evidence on MSTC portal).
- o) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company/Firm (upload self-declaration on letter head of tenderer on MSTC portal).
- p) The bidder should have registered with the Regional Labour Commissioner (Central), Ministry of labour and Employment, Government of India, for engaging contract labour as required under the Contract Labour (Regulation & Abolition) Act, 1970 (upload the documentary evidence on MSTC portal).
- q) **Police Verification Certificate is a must for the Security Guards/Gunmen deployed at various properties of the Bank and the police verification reports shall be made available to RBI, Ranchi prior to their deployment.**
3. E-Tenders are invited under two-bid system by the General Manager (OIC), Reserve

Bank of India, Ranchi from reputed companies/agencies/firms engaged in providing Security Guards and Security Gunmen (Trained security personnel under PSARA Act, 2005 with knowledge of handling firefighting equipment's/ able to act in times of emergency of fire hazard also hereinafter referred to as Security Guards) on contract basis for guarding the Bank's Office Premises (i.e. monitoring movement of men, material and vehicles, surveillance of Main Office Premises and Checking of fire hazard points apart from normal guarding etc.) located in Ranchi for an initial period of one year from April 01, 2023 to March 31, 2024 as laid down in contractual obligations. However, the contract can be extended for a further period of two years, one year at a time (up to March 31, 2026) subject to the satisfactory performance of the guards deployed and adherence to contractual obligations by the concerned company/agency/firm.

4. The eight hours shift will normally commence from 0600 hrs. up to 1400 hrs., 1400 hrs. up to 2200, hrs. and 2200 hrs. up to 0600 hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or any time during the currency of contract.

5. 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.

6. Any Tender not accompanied by EMD of 1,40,000/- shall be rejected.

7. The Vendor understands that he/it fulfils all the requirements of the tender documents. Upon receipt of in-principle approval from the Bank, the Vendor shall be bound to produce the required number of qualified security guards/gunmen, as specified at para above, within three days of the receipt of the letter from the Bank and before the final award of the work. The personnel so produced should meet the eligibility criteria stipulated in paragraph 2 above. In case, any of the person is not meeting the requisite eligibility criteria for deployment, the Vendor shall arrange for the substitute arrangement and produce such person on the same day. It is agreed by the Vendor that mere receipt of in-principle approval does not guarantee award of work, the work will be finally awarded upon satisfaction of the Bank that the Vendor is/will be in a position to meet the requirements of the tender.

8. 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.

9. A pre-bid meeting shall be held on January 24, 2023 at 15:00 hours at RBI Ranchi, Kutchery chowk, Ranchi to clarify the doubts/ queries, if any, related to the tender (social distancing will be followed). Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.

***Note:** All the tenderers may please note that any amendments/ corrigendum to the tender, if issued in future, will be notified in the Bank's 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.

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

SECTION – III
TECHNO-COMMERCIAL AND FINANCIAL BIDS
(To be read in relevance to e-Tendering process only)

1. Part 1: Techno-Commercial Bid

Part 1 of the tender should be duly filled and submitted along with documents as mentioned below:

- 1.1 Application in Format including [Annexures A to F](#) duly filled along with documents as mentioned therein
 - a) Basic Information: Particulars of company/agency/firm ([Annexure – A](#))
 - b) Details of previous experience ([Annexure – B](#))
 - c) Details of banker/s ([Annexure – C](#))
 - d) Banker's certificate from Scheduled Commercial Bank ([Annexure – D](#))
 - e) Client report ([Annexure – E](#))
 - f) Proforma of Bank Guarantee for Security Deposit ([Annexure – F](#))
- 1.2. *Agencies intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility as mentioned in **Eligibility Criteria** (Section – IV) and in the event of their failure to do so, the Bank reserves the right to reject their tender.*
- 1.3. Intending tenderer has to deposit EMD **₹1,40,000/- (Rupees One Lakh Forty Thousand only)** through NEFT in favour of 'Reserve Bank of India, Ranchi'.
- 1.4. Any tender not accompanied by EMD as mentioned at 1.3 above shall be rejected.
- 1.5. 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.

All the pages of Part 1 along with its annexure and enclosures should be duly signed and stamped by the tenderer and submitted with documentary evidence to RBI, Ranchi in hard copy. The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

2. Part 2: Financial Bid

- 2.1. Part 2 of the tender should only contain the service provider's quoted rates as per Format.
- 2.2. Financial Bid should contain only the price filled in Rupees in figures and words and any condition will make it liable for rejection.
- 2.3. 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.
- 2.4. The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the bidder. Hard copy of financial bid shall be submitted in separate envelope.

2.5. Clarification of Tenders

- a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI 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 RBI in the evaluation of the tenders.

b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

3. Opening of Tender

As per the procedures laid down in Section – I thereto 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 1, which may further be extended by mutual agreement in writing by the Tenderer and the bank. 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. Tenderers not qualifying for technical bid will receive mail from RBI or MSTC.
- 3.5. The Part 2 (Financial Bid) of only those tenderers who qualify in the Techno-Commercial Bid (Part 1) will be opened on a subsequent date, for which intimation would be given to the qualified tenderers.

4. Right to accept any tender and to reject any or all tenders

- 4.1. The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- 4.2. The Bank may terminate the contract if it is found after the award of the work that the Contractor is black listed during last 3 years by any of the Govt. Departments/ Institutions/ Autonomous bodies/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.
- 4.3. *The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee for an amount as per [Annexure – F](#) or fails to execute the agreement within specified period.*
- 4.4. The Performance Bank Guarantee as per [Annexure – F](#) given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/ agency/ firm and/ or loss/ damage if any sustained by the Reserve Bank of India, Ranchi on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/ agency/ firm. The company/ agency/ firm shall have no objection to such appropriation.
- 4.5. The Performance Bank Guarantee should be valid up to two months from expiry of the contract and the same shall be returned without interest after the expiry of contract and completion of all contractual obligations.
- 4.6. The tenders which are not in consonance with Minimum Wages Act and/ or any other Labour laws will be treated as invalid.
- 4.7. *The Bank shall call for the client reports in the prescribed format ([Annexure – E](#)) from the organizations in which the Contractor has provided similar services and if any of the client report is found to be unsatisfactory, the tender shall be rejected outright and its Part 2 shall not be opened.*

5. Award of Contract

- 5.1. The Bank will award the contract to the "Tenderer" who has been found to be 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

- 5.2. The Bank will communicate to the successful bidder through letter transmitted by Registered post/ Speed post/ hand delivery/e-mail that his bid has been accepted (hereinafter and in the condition of contract called the "Letter of Award").
- 5.3. The successful bidder will be required to execute an agreement *within a period of 1 week* from the date of issue of Letter of Award. If the selected Agency fails to sign the formal agreement within 01 week of award of contract or fails to commence the work on due date, the letter awarding the work shall be treated as cancelled and EMD made by it shall be forfeited, the tenderer shall also be liable to risk and cost. Further, the Bank reserves the right to debar such persons from participating in any tender/ undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give a seven days Show Cause Notice (SCN) to the person and consider any reply submitted to the SCN before finally deciding on debarring the person. The decision of GM-OIC, RBI, Ranchi shall be final in this regard.
- 5.4. The Contract shall come into full force and effect on the date of issue of the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- 5.5. The tender submitted on behalf of a company/ agency/ firm shall be signed by all the partners of the company/ agency/ firm or a partner who has the necessary authority on behalf of the company/ agency/ firm to enter into the proposed contract failing which the tender may be rejected.
- 5.6. Before submitting the tender, the bidder may go through the general terms and conditions regarding the scope of work on which the work will be awarded by the Bank and required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the Bank may impose or require the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- 5.7 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and revoke Bank Guarantee submitted.
- 5.8 In the event of any provisions of the contract requiring modification after execution of the agreement, the same shall be made in writing and signed by RBI represented by its authorised officer and the successful bidder or its authorized representative. Such modifications in the contract will not be effective until the same has been signed by both the parties.
- 5.9 The successful bidder should submit a certificate every month along with the invoice of the next month from the second month itself to the effect that the wages to all its staff deployed in RBI have been paid complying with all Central Government Rules and Regulations and according to Minimum Wages Act, 1948. Without this certificate, the bill payment will not be processed.
- 5.10 The General Manager (OIC), Reserve Bank of India, Ranchi reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and his/ her decision will be binding on all the parties.
- 5.11 The successful bidder should submit to RBI, the proof of depositing employees' contribution towards PF/ ESI/ Salary etc. of each employee on monthly basis.

5.12 Medical emergency support for the Security Guard/Gunmen will be provided by the service provider.

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)

Technical Bid Evaluation

Evaluation Criteria: In the event of Price bid being same of more than one technically eligible vendors, the Technical evaluation matrix will be considered for awarding the contract.

1.1 The tenderers shall furnish information for Technical Evaluation. Supporting documents to be submitted along with the evaluation sheet.		
1.2 The information so given will be evaluated as per the following marks criteria (Maximum Marks - 100):		
Particulars	Range and Marks	Maximum Marks
a. Number of Security Guards/Gunmen deployed in Jharkhand.	<ul style="list-style-type: none"> • 1000-5000 - 5 marks • 5001 - 10000 - 10 marks • Above 10000 - 15 marks 	15
b. Experience in the field of providing Security Guards/Gunmen	<ul style="list-style-type: none"> • 5 to 10 years - 10 marks • More than 10 years and up to 15 years - 15 marks • More than 15 years - 20 marks 	20
c. Service quality by the bidder at current similar facilities, Feedback from the other client	<ul style="list-style-type: none"> • Satisfactory – 5 marks • Good – 10 marks • Very good – 15 marks 	15
d. Average Turnover of the last three financial years 2019-20, 2020-21 and 2021-22	<ul style="list-style-type: none"> • From ₹50 Crore to ₹100 Crore- 5 marks • From ₹101 Crore to ₹500 Crore - 10 marks • Above 500 Crore - 15 marks 	15
e. Number of current institutional clients.	<ul style="list-style-type: none"> • 10 to 100 - 10 marks • 101 to 500 - 15 marks • More than 500 - 20 marks 	20
f. Engagement with a particular client continuously for number of Years.	<ul style="list-style-type: none"> • 3 to 5 Years - 5 Marks • 6 to 10 Years - 10 Marks • Above 10 Years - 15 Marks 	15

Signature of the Bidder

Name and Address of the Bidder

Telephone No.

SECTION – IV SCOPE OF WORK

The contractor shall have to provide round the clock security services in the main office premises, additional office premises and plot at Pundag of Reserve Bank of India, Ranchi. The agency shall ensure protection of the personnel & property of the Bank, prevent trespass, perform watch and ward functions including surprise night checking by the company officials twice a month and to prevent the entry of unauthorized persons and vehicles inside the premises of the Reserve Bank of India situated at Ranchi. Authorized Manager must organize surprise visits once in a month during nights (between 12 am and 04 am) and once in a month during day time, to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 1000/- per missed visit. The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

I. Work to be performed by the Security Guards at the Office Premises

The main role of the Security Guards in the office premises would be as follows:

- a) Frisking and checking credentials of General Public and contract workers, entering Bank's Premises to prevent any unauthorised items being taken inside the Premises.
- b) Regular rounds of the main office premises additional office premises and plot at Pundag, to ascertain any security lapses in the Bank's Premises and bring it to the notice of the Security officer of the Bank.
- c) Operate security gadgets and equipment like Hand Held Metal Detector, Door Frame Metal Detectors, fire extinguishers etc. wherever applicable.
- d) Maintenance of registers related to security in the Office.
- e) Marshalling of Personnel out of Bank's Premises in the event of Fire, Earthquake and terror strike on the directions of the Security Officer of the Bank.
- f) Perform any other security related duty as instructed by the Security Officer of the Bank.

II. Duties of Security Guards

- a) The personnel supplied ought to be polite but firm, disciplined, physically fit preferably between the ages of 21-45 years, alert and smartly dressed, in proper and tidy uniform. The names of the security guards should always be displayed by them for their identification purpose.
- b) Display mature behaviour, especially towards female staff, visitors, elderly persons etc.
- c) To attend with compliments to distinguished visitors, VIPs and Officers.
- d) To check, control and restrict entries of staff/workers/authorised personnel of the organisation/firm and others by valid passes or searching of required and movement of vehicles and incoming/outgoing materials (with gate passes, challan) and time keeping.
- e) To allow visitors after checking and frisking and making entries in visitors register.
- f) To regulate visitors as per Bank's procedure and records thereof maintained as stipulated.
- g) To maintain strict security of men, material in the premises.
- h) To be responsible to prevent thefts of easily moveable items such as bathroom fittings, fans, exhaust fans, telephone instruments, fire extinguishers or firefighting systems etc.

- i) To stand by the management during emergency like gherao, picketing strike etc and security of the Bank staff from any assaults whatsoever.
- j) To not to leave the place of duty under any circumstance until and unless properly relieved and to sign accordingly in handing/taking over register. The security guard on duty shall not leave the premises until his reliever reports for duty.
- k) To prevent misuse of electricity and water.
- l) To take care of all the water taps, valves, water hydrants etc. installed in the open all over the Bank's premises.
- m) To ensure that the flower plants, trees and grassy lawns are not damaged by the staff, outsiders etc.
- n) In case of fire, to alert the staff on duty immediately and assist the firefighting operation and also inform the Security officer. In case of fire accident before or after office hours, the guards shall inform the nearest Fire Station and the Bank's Security Officer.
- o) To watch that there are no unidentified/unclaimed/ suspicious objects/persons in the building/premises.
- p) To take care of the vehicles parked in the parking sites located within in the Bank's premises.
- q) To prevent the entry of stray animals into the Bank's premises.
- r) To ensure that all the electrical equipment/ instruments/lights and fans are switched off at the time of closure of office.
- s) To arrange surprise checks (during night) twice a month to check the alertness and attentiveness of Security Guard.
- t) To check the bags/briefcases of the visitors.
- u) To comply with the directions and instructions of the Bank at all times, non-compliance in respect of which can lead to termination of the agreement.
- v) Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.

The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Cell, RBI Ranchi.

III. Responsibilities of the company/agency/firm

- a) The Agency shall provide to the security guards two sets of uniform, boots, caps, jerseys for winter, belts, badges.
- b) The Security Guards engaged in the Bank's Premises must be rotated from their deployment after consulting Security Officer of the Bank.
- c) If it is found that any property of the Bank is lost/damaged due to the negligence or connivance of the Security Guards, the same shall be made good on the depreciated value of the property damaged/lost from the bills submitted by the Contractor.
- d) The Agency shall furnish the names and addresses of the Security Guards posted in the Bank's premises and also when there is change in the Security Guards.
- e) The Security Guards deployed shall be the direct employees of the Contractor for all purposes and the agencies shall be fully responsible for payment of wages and other dues, and compliance of all labour laws applicable to them.

- f) The Security Guards/Gunmen who may be engaged by the agency from time to time must carry the photo identity card which shall have to be issued to him for the said purpose. The identity card should be worn by each Security Guard/Gunman on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also name of the issuing authority and seal.
- g) The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Bank at any time without the permission of the Security Officer.
- h) A local representative of the agency shall be in charge of the Security Guards and shall be responsible for the efficient rendering of the service under the contract. Though working at the premises of the Bank, they shall work under the directives and guidance of the Bank, Security Officers and will be answerable to the Bank. This will, however, not diminish in anyway the agency's' responsibility under the contract to the Bank.
- i) The Agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- j) The visitors shall be regulated as per the Bank's procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
- k) A representative of the agency will visit the Bank premises at least once in a week and review the performance of its personnel. During the weekly visit, the agency's representative will also meet the officers of the Bank dealing with the service contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. Surprise check also needs to be carried out twice a month by the agency representative between 0000 hrs to 0400 hrs. Report of which need to be submitted to the RBI.
- l) The Agency shall ensure that any replacement of its personnel as required by the Bank for any reason specified or otherwise shall be effected promptly without any additional cost to the Bank. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Bank at the agency's own cost.
- m) The agency shall provide uniform of good quality with name badges to its personnel deployed in the Bank's premises at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals such as belt, shoes, socks caps, gun, bullets etc. shall be borne/ supplied by the agency
- n) The Contractor shall ensure that the personnel deployed are disciplined and do not participate in any activity prejudicial to the interest of the Bank/Government of India/any State/or any Union Territory.
- o) The security personnel deployed by the agency shall possess/have at least the minimum elementary knowledge of reading and writing so as to enable them to make entries in the registers kept in the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
- p) The Contractor shall not assign or transfer this contract or part thereof to anyone. In case of breach of these conditions, the Bank may serve a notice in writing on the successful tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the successful tenderer.
- q) In case of theft or pilferage, loss or other offences, the agency will investigate and submit a report to the Bank and maintain liaison with the Police. FIR will be lodged by the Bank wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

- r) In the event of any security personnel being on leave/ absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve. The security agency shall be responsible for providing the requisite man hours as detailed above on round the clock basis on all days. If the person falling sick avails leave or remains absent, arrangement for the substitute should be made immediately. If at any time, additional man-hours are required, the same shall be provided by the security agency for which payment will be made on pro-rata basis.
- s) As and when the Bank requires additional security strength on temporary or emergency basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Bank. Similarly, if the security personnel deployed by the agency at any time are found absent from duty or sleeping or found engaged in irregular activities, the Bank shall deduct the requisite amount on pro-rata basis from the bill of the agency besides imposition of penalty for non- observance of the terms of the contract.
- t) The Bank shall pay the agreed amount on production of monthly bills. No other charges of any kind shall be payable. The bills raised by the security agency will be paid to the agency within 30 days from the date of submitting the same with all relevant documents to the Human Resources Management Department of the Bank, Ranchi. The security agency will maintain a muster roll to record the presence on duty of security guards and security supervisor for each shift of duty. Payment of bills will be as per the Muster roll, which will be countersigned by the Security Officer of the Bank.
- u) There would be no increase in rate payable to the agency during the contract period except reimbursement of the statutory wages as revised by the Government of India.
- v) The income tax as applicable shall be deducted from the bill.
- w) The decision of the Bank with regard to the interpretation of the terms and conditions and the agreement shall be final and binding on the agency.
- x) In case of dispute between the agency and Bank, the Bank shall have the right to decide, however, all matters of jurisdiction shall be at the local courts situated at Ranchi.
- y) **The Successful bidder should ensure that all the Security Guards/ Gunmen are adequately insured, for which no extra payment will be made by RBI.** RBI will not be liable for any damages/ injuries to the persons deployed by the successful bidder as a part of execution of this contract. All liabilities arising out of any accident or death while on duty shall be borne by the successful bidder.

Place:

Signature and seal of the Tenderer Date:

FORMAT: UNDERTAKING

(To be given on tenderer's letter head at the time of executing agreement)

The General Manager (OIC)
Reserve Bank of India
Ranchi

Sir/Madam,

- 1) I/ We hereby agree to abide by all terms and conditions laid down in the tender document.
- 2) This is to certify that I/ We before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
- 3) I/ We abide by the provisions of Minimum Wages Act, PSARA Act 2005, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4) I/ We shall provide security services by deploying requisite number of security personnel as and when required by the Bank.
- 5) I/ We do hereby undertake that security of the Bank's Office Premises shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.
- 6) The Earnest Money Deposit for an amount of ₹1,40,000/- (Rupees One Lakh Forty Thousand only) shall be deposited through NEFT with the Reserve Bank of India, Ranchi.
- 7) In case, I/ We are awarded the contract, I/ We is/ are agreeable to furnish a Performance Bank Guarantee @ 5% of the value of the contract to the Bank (Rupees Three Lakh Fifty Thousand only). Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India, Ranchi.
- 8) I/ We also understand that the GM (OIC), Reserve Bank of India, Ranchi 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.
- 9) I/ We shall comply with the provisions of the "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of RBI, the complaint will be filed before the Internal Complaints Committee constituted by the successful bidder and it shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved workmen of the successful bidder against any employees of RBI shall be taken cognizance of by the Regional Complaint Committee of RBI. The successful bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The successful bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful bidder, for instance any monetary relief to the RBI employee, if sexual misconduct by the employee of the successful bidder is proved.

10) I/ We do hereby undertake that to not disclose directly or indirectly to anyone details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipment's etc., which may come to our possession or knowledge during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. I/We 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. I/We 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.

Authorised Signatory
(With name and seal)

ANNEXURE – A

Basic Information: Particulars of company/agency/firm

Sl. No.	Particulars	Details to be filled in by the Tenderer
1	Name of the Tenderer	
2	Type of Tenderers (whether Proprietorship/LLP/ Partnership/Pvt. Ltd. etc.)	
3	Name of the proprietor/partners/directors of the Tenderer with designation	
4	Authorised person of the tenderer to make commitment to the Bank (Name, designation, contact details including telephone/fax/e-mail)	
5	Business Address of the Tenderer along with Telephone No., Mobile No., Fax No. and e-mail	
6	Work Experience – Whether the contractor has experience of at least 05 years as on December 31, 2022.	
7	Number of Manpower on Rolls	
8	Completed similar contracts/works (Providing office/ maintenance attendants) in other locations. Indicate locations.	
9	Whether the agency has an office in Ranchi	
10	Whether their background is verifiable through the Police Station of Ranchi (such certificates must be tendered after award of contract).	
11	Average Turn Over in last 3 financial years as on March 31, 2022	
12	Names and Addresses of the existing clients	
13	Bank Account in a scheduled bank	
14	Income Tax Returns of last three financial year.	
15	PAN (Self-Attested Copy to be submitted)	
16	GST (Self-Attested Copy to be submitted)	

DECLARATION

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

Authorised Signatory
(With name and seal)

Place:

Date:

ANNEXURE – B
DETAILS OF PREVIOUS EXPERIENCE

Sr. No.		
Nature of service rendered		
Name, address & Telephone number of the client (Govt. / Semi-Govt/ bank/others)		
Name, full address & telephone number of the person concerned under whom the work was carried out.		
Number of persons deployed	Ex-service men /Trained Person	
	Untrained Person	
Value of Work in Rupees		
Period of Work (example: 2020-21)		
Details of Documentary proof in PDF (Page No. / File Name)		

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

Authorised signatory
(With name and seal)

Place:

Date:

ANNEXURE – C
DETAILS OF BANKER/S

Name of the Bank:

Name of the Branch and its Complete Postal Address:

Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s), etc.
Type of Account:

Account Number:

IFSC Code:

Whether Credit facility / Overdraft Facility enjoyed by the bidder:

The period from which the bidder has been banking with the Banker:

Any other information which the bidder may like to furnish about its Banker

Authorised Signatory (With Name and Seal)

ANNEXURE – D
FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED COMMERCIAL
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:
10	Turnover of the company/ agency/firm for the last 3 years (year wise):
	2019-20
	2020-21
	2021-22
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 ₹70 Lakhs per annum.

(Signature)For the Bank Place:

Date:

Note:

- i. Bankers' 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 submitting e-tender online through mstcecommerce portal.**

**ANNEXURE – E
(CONFIDENTIAL)**

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF COMPANY/ FIRM/
AGENCY PROVIDING SECURITY GUARDS/GUNMEN**

(To be uploaded by the tenderer along with other documents on MSTC portal)

Name and address of the Client: _____

Details of Security Service availed from M/s _____

Sn	Particulars	Comments
1	Nature of Security Service availed	
2	Agreement Number and date	
3	Agreement amount	
4	Since when dealing with the firm/ company/ agency	
5	Number of security personnel provided (Total)	
	a) Security guard	
	b) Security Gunmen	
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	

Place:

Signature of the Authorised Official

Date:

(with seal)

ANNEXURE – F

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

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

Place: _____ Date: _____

The General Manager (OIC)

**Reserve Bank of India
Ranchi**

Dear Sir/ Madam,

CONTRACT FOR PROVIDING SECURITY GUARDS/GUNMEN IN THE OFFICE PREMISES OF RESERVE BANK OF INDIA, RANCHI

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

AND WHEREAS the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of **₹3,50,000/- (Rupees Three Lakh Fifty Thousand only)** for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹_____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).
2. We also agree to undertake and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to 60 days beyond the Defect liability period provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank

official Name:

Designation:

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
RANCHI**

**PART 2: FINANCIAL BID
DETAILS OF FIRM/ AGENCY**

Name of the Agency: _____

Address: _____

Landline and Mobile: _____

Last date of Submission: February 15, 2023 at 14:00 hrs.

PART 2: FINANCIAL BID

Name of the Bidder/ Firm/ Agency: _____

(ON THE LETTERHEAD OF THE BIDDER/FIRM/AGENCY)

A. Manpower Charges Security Guards (without arms)

S. No.	Description	Rates (In Rs.)	Total Amount Per Month (In Rs.)
1	Basic Wages per Person (Gunmen)	579 X 26 days	15,054.00
2	VDA	209 X 26 days	5,434.00
3	Total Wages		20,488.00
4	EPF (on Basic + VDA)	@12% on No. 3	2,458.56
	EDLI & Admin Charges @ 0.5% on max RS. 15,000/-	75 +75	150.00
5	ESI @ 3.25%	(NA on Total Wages above 21,000/-)	665.86
6	Bonus@8.33%	(NA on Total Wages above 21,000/-)	1706.65
7	Gratuity @ 4.81%		985.47
8	Total		26,454.54
9	Reliever Charge	17% on Total	4497.27
10	Sub Total		30,951.81
11	*Service Charges	@ %	
12	Total Cost Per Head		
13	GST (as applicable)	@ 18%	
14	**Grand Total		

(8 Hrs. per day for One Calendar Month)

*(Service charge should be given in terms of Rupees (calculated in percentage).

** (Quotation for personnel has to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST).

B. Manpower Charges Security Guards (Gunmen) (with arms)

S. No.	Description	Rates (In Rs.)	Totl Amount Per Month (In Rs.)
1	Basic Wages per Person (Gunmen)	637 X 26 days	16,562.00
2	VDA	229 X 26 days	5,954.00
3	Total Wages		22,516.00
4	EPF (on Basic + VDA)	@12% on No. 3	2,701.92
	EDLI & Admin Charges @ 0.5% on max RS. 15,000/-	75 +75	150.00
5	ESI @ 3.25%	(NA on Total Wages above 21,000/-)	0
6	Bonus@8.33%	(NA on Total Wages above 21,000/-)	0
7	Gratuity @ 4.81%		1083.02
8	Total		26,450.94
9	Reilever Charge	17% on Total	4,496.66
10	Sub Total		30,947.60
11	*Service Charges	@ %	
12	Total Cost Per Head		
13	GST (as applicable)	@ 18%	
14	**Grand Total		

(8 Hrs. per day for One Calendar Month)

***(Service charge should be given in terms of Rupees (calculated in percentage).**

**** (Quotation for personnel has to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST).**

A. Total Charges summary

S.No	Particular	Amount in words	Amount in figure
1	Rate of one security Guard for one month		
2	Rate of eleven security Guards for one month		
4	Rate of one security Gunman for one month		
5	Rate of six security Gunmen for one month		
6	Service Charges for eleven security Guards + Service Charges for six security Gunmen for one month		
7	GST		
8	Total of Rate of eleven security Guards for one month + Rate of six security Gunmen for one month + total of service charges (S.no 6) + GST		

Price quoted above in the financial bid should include all the statutory obligation by the vendor under various labour laws contract labour (regulation and abolition) act 1970; the minimum wages act 1948 (higher of the current and applicable minimum wages (including variable dearness allowance) announced by central Govt; employees state insurance act 1948; payment of wages act 1936; work's man compensation act 1923; the employees provident fund act (miscellaneous provision) 1952; payment of bonus act 1965; employees liability act 1938 and any other rule/regulation and or statutes that may be applicable to them from time to time. Further all the above mentioned components should strictly be included in the rates of the security guard, security guard cum driver and security gunman.

Note: All the elements as mentioned above are to be passed on to respective authorities/guards. Copy of proof of payments of statutory dues and payments to guards is to be submitted along with subsequent month's bill.

Article of Agreement

THIS AGREEMENT is made at Ranchi on this.....day of (Two Thousand and)
between RBI, Kutcheri Chowk, Ranchi (having its Central Office at Shahid Bhagat Singh Marg,
Mumbai and a body Corporate established under RBI Act, 1934) hereinafter referred to as the
“**Bank**” represented by its (which expression shall include his
successors in office and assignees) of the **FIRST PART**

AND

M/s.....having it's Regd. Office athereinafter
referred to as the “**Contractor**” represented by its Director and authorised signatory Shri
..... (Which expression shall mean and include its legal representatives and
assignees and successors) of the **SECOND PART**

Whereas the Contractor is carrying on the business of deploying Skilled Security Guards/Gunmen
and has adequate experience in such jobs for rendering such service.

And whereas the Bank is desirous of availing services of the contractor for the purpose as
indicated in the letter No. _____ dated _____.

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

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOW:

1. This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.
2. The quoted charge of ₹ (Rupeesonly) covering the cost of Skilled Security Guards/Gunmen deployed for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment there on will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.
3. The above charges are firm and subject to labour conditions, exchange variations or any other conditions whatsoever.
4. The above charges include service charges & GST, insurance charges and any duty or other levy, whether existing or levied in future by the Central Government or any other state Government or any other Local Authority.
5. The Contractor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.

SERVICES TO BE RENDERED BY AGENCY

- i) The Agency will provide the services of 11 Security Guards and 06 Gunmen to the Bank.
- ii) Duty hours of the Skilled Security Guards will be settled by the Bank as per requirement.
- iii) The Skilled Security Guards should be preferably within the age of 21-45 years and shall preferably be from amongst the **Ex-servicemen or properly trained Security personnel**.
- iv) The Security Guards/Gunmen should be available for duty as and when required by the Bank during the working hours. The Bank shall utilize the service of Skilled Security Guards for any of the Bank's premises. The Bank shall make every effort to make arrangements for shifting the Security Guards/Gunmen to the other premises. In case the Bank is not able to make transport

arrangement, the Security Agency shall utilize any suitable mode of transport and Bank will make reimbursement of the transportation charges.

v) If a Security Guard/Gunman is unable to attend duty due to sickness/ill health, the Agency shall provide suitable substitute with same capabilities and competence.

vi) The Agency has to submit proof of local office address, contact no/names of officials handling the Contract.

vii) All the Security Guards/Gunmen provided by the successful bidder should necessarily wear uniform during office hours including pump shoes, Boot, Cap, Badge and I-Card.

viii) The Security Guards/Gunmen shall be responsible for any un-authorized entry, trespassing inside the office and residential premises.

vix) The Security Guards/Gunmen shall be duty bound to protect the employees/residents from any unauthorised/ anti-social elements disturbing the peace and safety of the residents.

Duties of the Agency

The Agency shall:

i. Ensure that he/she/it deploys only trained and competent Security Guards/Gunmen of age 21-45 years of age as well as adult, trained and competent Security Guards/Gunmen who are physically fit and are capable for rendering security services in Main Office Building, Additional Office Building and plot at Pundag of RBI Ranchi.

ii. Be responsible and liable for payment of salaries, statutory minimum wages and any other legal dues to the persons who are employed by him/her/it for the purpose for rendering the services required by RBI under this agreement. Written records for having made these payments will be submitted at monthly intervals, for verification of RBI.

iii. The successful bidder shall provide to each Security Guard : 2 sets of Uniform every year, one pair of leather shoes, one pair of gumboot and one raincoat for rainy season, one jacket for winter every year, umbrella, torch (branded), Stick (Lathi), ID Card of standard quality with photograph and/or any other items as the Bank may decide during the contract period.

iv. Maintain neatly, completely and legibly registers, records, reports, and returns for inspection by various authorities at short notice.

v. Pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) to RBI on payment of minimum wages for the persons deployed in RBI's premises.

vi. Take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI.

vii. Provide information as required in respect of all his employees employed by him/her/it to enable RBI to monitor compliance of P.F, ESI, etc.

viii. Ensure that all persons employed by him/her/it for the purpose of, rendering the services required by RBI, are insured with Government of India recognized insurance Companies, for which no extra payment will be made by RBI. The Contractor shall be responsible for any injury or damages to any persons or any other things during the course of performance of their duties under this agreement.

ix. Ensure that his/her/its employees, while on the premises of RBI or while carrying out their obligation, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by RBI or its authorized agents and RBI shall be the sole judge as to whether or not the Contractor and/or his/her/its employees have observed the same.

x. Personally, and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of its Security Guards/Gunmen so as to ensure that the service rendered are carried out to the satisfaction of RBI.

xi. Ensure that no employee of the Contractor will enter or remain in RBI premises beyond the specified time limit unless absolutely necessary for fulfilling successful bidder's obligation and with RBI's permission.

xii. Be liable for any damage caused to RBI or its premises or any part there of or to any fixtures or fittings there of or any property of RBI and there in by any act, omission, default or negligence of the employee of the Contractor or his employee or agents.

xiii. Provide identity cards to his/her/its employees who shall be rendering the subject job at RBI's premises. All the employees should bear the identity card during all the times they are working in RBI's premises.

xiv. Provide distinct uniform to his/her /its employees or different from RBI's employees. The uniform should have the logo of the successful bidder and shall be kept neat, tidy and in a wearable condition.

xv. The successful bidder shall along with other relevant particulars arrange to obtain **Police Verification Report** on character and antecedents of its personnel to be deployed. The successful bidder shall submit their passport size photographs before engaging them for duty in RBI Main Office Building including Annex Building. A certificate to the effect that Police Verification of all employees deployed in the services of RBI has been done and are available with the successful bidder, needs to be submitted within one month coming into effect of contract with RBI. Reserve Bank of India can verify these at any point of time during the continuous of contract. **This is an important condition of the tender.**

xvi. The successful bidder shall provide to each Security Guard/Gunman: 2 sets of Uniform every year, one pair of leather shoes, one pair gumboot and one raincoat for rainy season, one jacket for winter, umbrella, torch (branded), Stick (Lathi), ID Card of standard quality with photograph.

STAMP DUTY

The Contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and RBI shall retain the original and the Contractor shall retain the duplicate.

OTHER LIABILITIES/INDEMNITIES.

i) The Contractor shall ensure payment of minimum wages to the workman employed by him/them/it and obtain their signature or thumb impression on the wage slip in the presence of the RBI's authorized officer assigned for this work. The register shall be submitted to RBI after every payment to the workmen. In addition, he/they/it will /shall provide essential amenities like drinking water, first aid facility etc. to his/her/its employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor has to give undertaking on Non judicial Stamp paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be

engaged by him/it for completion of that particular job/work at the rate which is not less than the one prescribed under the Minimum Wages Act.1948 and also keep RBI indemnified against all the actions that may be initiated against RBI by the Statutory Authorities for his/her/its failure to pay such wages and provide the essential amenities.

ii) The Contractor shall obtain a license as contemplated under Contract Labour (Regulation and Abolition) Act 1970 or any other law as applicable, failing which he/she /it alone would be responsible for actions/proceedings ensuring there to. RBI shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the labourers engaged by the Contractor.

iii) **Non-Disclosure Clause:** - The Contractor shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ Standard Operating Procedures /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his/her/its contractual obligations in connection with this

agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the work in any trade or technical paper or elsewhere without the previous written consent of RBI. The Contractor shall indemnify RBI for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and RBI shall be entitled to claim damages and pursue legal remedies.

iv) The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

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

vi) The Contractor shall indemnify and keep indemnified RBI against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965 or any other labour laws/rules/regulations/statute that may be applicable. The Contractor only shall be responsible for liabilities, if any, in this regard.

vii) The Contractor shall comply 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 /he/she/its employee within the premises are brought to notice of RBI, RBI will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.

viii) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of RBI shall be taken cognizance of by the Regional Complaints Committee constituted by RBI.

ix) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to RBI's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating his/her/its employees about prevention of sexual Harassment at work place and related issues.

x) That RBI shall not be responsible for payment of any compensation for death of or injury or accident to any of the Skilled Security Guards deployed by the contractor which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such Security Guards/Gunmen and their families.

xi) That all precautions shall be taken by the contractor towards the safety of its employees deployed at RBI and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc., to its employees.

TERMINATION OF AGREEMENT: -

Without prejudice to what is contained herein above, RBI shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if

i) In the opinion of RBI (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to RBI's satisfaction and/or

ii) The Contractor commits a breach of any terms and conditions of this agreement and/or

- iii) The Contractor is adjudged an insolvent or has entered into compromise with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or
- iv) For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or
- v) There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of RBI to such variation.
- vi) In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him/her/it or his agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.

ARBITRATION

If at any time any dispute, difference or question arise between the parties as to the construction of this agreement or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/ panel of arbitrators shall be final and binding on both the parties.

Further such disputes, differences or questions, if any shall be deemed to have arisen at Ranchi and only Courts in Ranchi shall have jurisdiction to determine the same.

In Witness whereof the parties have set their respective hands at Ranchi on today for twelve months and this Agreement in Duplicate is being signed on the day herein above written.

Signed and delivered by the within named

Signature

Name

Designation -

Seal

For Reserve Bank of India, Ranchi

Signature

Name

Designation

Seal

In the presence of witnesses

Witness 1

Witness 2