



## **NOTICE INVITING E-TENDER**

Reserve Bank of India, Shillong (hereinafter referred to as the 'Bank') invites e-tenders from registered contractors/agencies holding valid licenses under Contract Labour (Regulation and Abolition) Act, 1970 for providing **Security and Allied Services** through security Guards (ex-servicemen/ Trained security personnel with knowledge of handling firefighting equipment's /able to act in times of emergency of fire hazard also hereinafter 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 Shillong.

2. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eprochome/rbi/>). All interested companies/ firms/ agencies must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. Both **"Part I -Technical Bid"** pertaining to Offer for providing Security and Allied Services and **"Part II - Financial bid"** pertaining to Offer for providing Security and Allied Services to be submitted on e-tendering portal.

3. Last date & time for submission of e-tender will be March 06, 2023 at 14:00 hours. Technical bids of e-Tenders will be opened on the same day, i.e., March 06, 2023 at 15:00 hours. The e-tender document is also available at the Bank's website [www.rbi.org.in](http://www.rbi.org.in) under the link "Tender". All corrigendum's will be uploaded in [www.rbi.org.in](http://www.rbi.org.in)/tenders only.

4. The Bank reserves the right to accept or reject any or all the tenders/quotations without assigning any reason thereof.

**General Manager (O-i-C)**  
**Reserve Bank of India, Shillong**



**NOTICE INVITING E-TENDER**  
(Only through e-procurement)  
**SCHEDULE OF TENDER (SOT)**

1	Description of Works	<b>E-TENDER FOR PROVIDING SECURITY AND ALLIED SERVICES AT RESERVE BANK OF INDIA, SHILLONG</b>
2	Estimated Cost	<b>₹56,64,000/-</b>
3	Earnest Money Deposit	<b>₹1,13,280/-</b> (2% of Estimated Cost) To be deposited through NEFT in favour of <b>Reserve Bank of India, in the A/c No. – 8714295, IFSC – RBIS0SLPA01</b> [mentioning name/ company name of the vendor in NEFT transaction remarks] or through DD in favour of RBI Shillong
4	Validity of Quoted Rates	For a period of not more than three years.
5	Bank Guarantee	<b>₹2,83,200/-</b> (5% of Estimated Cost) (to besubmitted by the successful bidder)
6	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid) through <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>
7	E–Tender No.	RBI/SHILLONG/HRMD/72/22-23/ET/595
8	Date of NIT available (viewing of Tender) to parties for download	January 25, 2023 at 10.00 hrs
9	Transaction Fees	Fees will be submitted to MSTC <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>
10	Schedule of offline Pre-bid meeting (offline)	February 06, 2023 at 1500 hrs at Reserve Bank of India, Shillong
11	Date of Starting of e-Tender for Online submission on MSTC website	February 06, 2023 at 1600 hrs
12	Last Date of Submission of EMD to RBI, Shillong	March 06, 2023 at 1400 hrs



13	Date of Closing of Online e-tender for submission of Technical & Financial Bid	March 06, 2023 at 1400 hrs
14	Date and Time of Opening of Part I i.e. Technical bid	March 06, 2023 at 1500 hrs
15	Date & Time of Opening of Part II i.e., Financial Bid	Will be communicated in due course.



**Reserve Bank of India  
Shillong**

NIT for Providing Security and Allied Services at the Bank's Premise in Shillong

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## **NOTICE INVITING TENDER**

**For Providing Security and Allied Services at the Bank's Premises in  
Shillong**

**Reserve Bank of India  
Human Resource Management Department  
3rd Floor, Office of GMTD, BSNL  
Opposite Lady Hydari Park, Barik  
Shillong - 793 001  
(Meghalaya)**



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

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

**Time Schedule:**

<b>Sr.No.</b>	<b>Activity</b>	<b>Dates</b>	<b>Time</b>
1	Publication of NIT in press, Bank's website and e-procurement portal and uploading tender on the e-procurement portal.	25-01-2023	1000 hrs
2	Availability of tenders for viewing up to	06-02-2023	1400 hrs
3	Pre-bid meeting	06-02-2023	1500 hrs
4	Publication of minutes of pre-bid meeting / addendum, if any	08-02-2023	1000 hrs
5	Start of tender (Part-I and Part-II) for submission including Pre-qualification (PQ) Documents	06-02-2023	1600 hrs
6	Closure of tender (Part-I and Part-II) for submission of PQ documents	06-03-2023	1400 hrs
7	Opening of Part -I (Technical Bid) of the Tender (With representatives of Bidders)	06-03-2023	1500 hrs
8	Opening of Part -II (Financial Bid)	To be intimated in due course	1400 hrs



**DISCLAIMER**

Reserve Bank of India, Shillong has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities nor any of their respective officers and employees 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 Reserve Bank of India in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers and employees. Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, 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.



**NOTICE INVITING E-TENDER**

Reserve Bank of India, Shillong (hereinafter referred to as the 'Bank') invites e-tenders from registered contractors/agencies holding valid licenses under Contract Labour (Regulation and Abolition) Act, 1970 for providing **Security and Allied Services** through security Guards (ex- servicemen/ Trained security personnel with knowledge of handling fire-fighting equipment's /able to act in times of emergency of fire hazard also hereinafter 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 Shillong.

2. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eprochome/rbi/>). All interested companies/ firms/ agencies must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. Both **"Part I -Technical Bid"** pertaining to **Offer for providing Security and Allied Services** and **"Part II - Financial bid"** pertaining to **Offer for providing Security and Allied Services** to be submitted on e-tendering portal.

3. Last date & time for submission of e-tender will be March 06, 2023 at 14:00 hours. Technical bids of e-Tenders will be opened on the same day, i.e., March 06, 2023 at 15:00 hours. The e-tender document is also available at the Bank's website [www.rbi.org.in](http://www.rbi.org.in) under the link "Tender". All corrigendum's will be uploaded in [www.rbi.org.in/tenders](http://www.rbi.org.in/tenders) only.

4. The Bank reserves the right to accept or reject any or all the tenders/quotations without assigning any reason thereof.

**General Manager (O-i-C)  
Reserve Bank of India, Shillong**



**E-TENDER FOR PROVIDING SECURITY AND ALLIED SERVICES AT RESERVE  
BANK OF INDIA, SHILLONG**

**PART – I**

**Name of the Agency:** \_\_\_\_\_

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

**Landline and Mobile:** \_\_\_\_\_

**Last date of Submission: March 06, 2023 by 15.00 hrs**





## **INSTRUCTIONS TO E-TENDERERS**

### **General Instructions**

Reserve Bank of India, Shillong invites E-tenders from firms/companies for **Providing Security And Allied Services At Reserve Bank of India, Shillong in the Bank's Office Premises located at 3<sup>rd</sup> Floor, Office of GMTD, BSNL Opposite Lady Hydari Park, Barik, Shillong - 793 001, Meghalaya**”, for an initial period of twelve months from April 01, 2023 to March 31, 2024 (extendable for another two years as per laid down contractual obligations. The contract can be extended for another two years, one year at a time or less subject to satisfactory performance of the Security and Allied services provided and adherence to contractual obligations by the concerned firm/company.

### **IMPORTANT INSTRUCTIONS FOR E-TENDER**

This is an e-procurement event of Reserve Bank of India, Shillong. The e-procurement service provider is MSTC Limited. Bidders / vendors are requested to read the terms & conditions of this tender before submitting their online tender.

#### **1. Process of e-Tender:**

**(A) 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 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 PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

#### **SPECIAL NOTE:**

BOTH THE TECHNICAL BID AND FINANCIAL BID HAVE TO BE SUBMITTED ON-LINE at [www.mstcecommerce.com/eprochome/rbi/](http://www.mstcecommerce.com/eprochome/rbi/)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://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.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

#### **Contact person (MSTC Ltd):**

1.	Shri. Sabyasachi Mukherjee (ERO)	<a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>	7278030407
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2.	Shri Mayank. H. Jain Assistant Manager	<a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a>	9721277969
3	Shri Kaviti Kranthi Kumar	<a href="mailto:kkumar@mstcindia.co.in">kkumar@mstcindia.co.in</a>	9174009882

**Contact person (RBI Shillong):**

- 1) Smt. Roopa Shailendran Chirayil, Assistant General Manager- 9820834857
- 2) Shri Biswanath Dey, Manager- 8618302120

**B) System Requirement:**

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

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

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

**Other Settings:**

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

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

**2.** The Technical Bid and the financial Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Bids will be opened electronically on specified date and time as given in the Tender.

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

**Special Note towards Transaction fee:**

**4.** 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.



**5.** Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

**NOTE:** Bidders are advised to remit the transaction fee well in advance before the closing time of the tender 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).

**E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting tender.**

**Bidding in e-Tender:**

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

**The process involves Electronic Bidding for submission of Technical and Financial Bid.**

- b) 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](http://www.mstcecommerce.com) → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- c) The vendor(s) 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/Financial specification and save the same. After that click on the Technical bid. If this application does not run, then the vendor will not be able to save/submit / their/ his Technical bid.
- d) After filling the Technical bid, vendor(s) should click 'save' for recording his/ 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(s) should click on "save" to record his/ their Financial bid. Then once both the Technical bid and financial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.
- e) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.



- g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
- i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- j) Reserve Bank of India 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.
- k) 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 the terms & conditions of the tender.
- l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) 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.
- n) Vendor(s) are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize him/ them with the system before bidding.



**NOTICE INVITING E-TENDER**  
(Only through e-procurement)  
**SCHEDULE OF TENDER (SOT)**

1	Description of Works	<b>E-TENDER FOR PROVIDING SECURITY AND ALLIED SERVICES AT RESERVE BANK OF INDIA, SHILLONG</b>
2	Estimated Cost	<b>₹56,64,000/-</b>
3	Earnest Money Deposit	<b>₹1,13,280/-</b> (2% of Estimated Cost) To be deposited through NEFT in favour of <b>Reserve Bank of India, in the A/c No. – 8714295, IFSC – RBIS0SLPA01</b> [mentioning name/ company name of the vendor in NEFT transaction remarks] or through DD in favour of RBI Shillong
4	Validity of Quoted Rates	For a period of not more than three years.
5	Bank Guarantee	<b>₹2,83,200/-</b> (5% of Estimated Cost) (to be submitted by the successful bidder)
6	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid) through <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>
7	E–Tender No.	RBI/SHILLONG/HRMD/72/22-23/ET/595
8	Date of NIT available (viewing of Tender) to parties for download	January 25, 2023 at 10.00 hrs
9	Transaction Fees	Fees will be submitted to MSTC <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>
10	Schedule of offline Pre-bid meeting (offline)	February 06, 2023 at 1500 hrs at Reserve Bank of India, Shillong
11	Date of Starting of e-Tender for Online submission on MSTC website	February 06, 2023 at 1600 hrs
12	Last Date of Submission of EMD to RBI, Shillong	March 06, 2023 at 1400 hrs



13	Date of Closing of Online e-tender for submission of Technical & Financial Bid	March 06, 2023 at 1400 hrs
14	Date and Time of Opening of Part I i.e. Technical bid	March 06, 2023 at 1500 hrs
15	Date & Time of Opening of Part II i.e., Financial Bid	Will be communicated in due course.



## **2 Pre- Bid Meeting**

- a) E-Tenderers 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.
- b) The tenderers' designated representatives are invited to attend a pre-Bid meeting on February 06, 2023 at 1500 hrs at Conference Hall, Reserve Bank of India, **3<sup>rd</sup> Floor, Office of GMTD, BSNL Opposite Lady Hydari Park, Barik, Shillong - 793 001, Meghalaya**. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.
- c) The tenderers shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document, not later than one day before the date of the pre-Bid meeting.
- d) Non-attendance at the pre-Bid meeting will **not** be a cause for disqualification of a tenderer.

## **3. Documents comprising the E-Tender:** The E-Tender shall comprise the following Documents-

The E-Tender Invitation Document has been prepared for inviting tenders for providing Security and allied services. The Tender document comprises of:

- a. Notice Inviting Tender.
  - b. Instructions to Bidders.
  - c. Terms and Conditions.
  - d. Tender form for providing Security Guards ([Annexure - I](#))
  - e. Scope of Work ([Annexure - II](#))
  - f. Check list for Pre-qualification Bid ([Annexure - III](#))
  - g. Undertaking ([Annexure - IV](#))
  - h. Check list for Technical Evaluation ([Annexure - V](#))
  - i. Format of Article of Agreement ([Annexure - VI](#))
  - j. Proforma for Bank Guarantee In Lieu of Bid Security ([Annexure - VII](#))
  - k. Price Bid/ Financial Bid ([Annexure - VIII](#))
- a. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

## **1. Period of Validity of Tenders**

- a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.



## **2. Submission, Sealing and Marking of Tenders**

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderers shall submit their technical bid as well as the financial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of the tender.

## **3. Deadline for Submission of Tenders**

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

## **4. Late Tenders**

No Tender after the deadline shall be allowed on the e- portal.

## **5. Tender Opening**

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/ their authorized representatives who choose to be present. Part-II (Financial Bid) only will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/ E-mail/ Telephone call. The decision of RBI in this regard will be final.

## **6. Bid Evaluation Criteria**

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

The tenderers are requested not to submit PART II (Financial Bid) along with PART I document (Technical Bid), else the participation will be rejected.

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

## **7. 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.

### 8. Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of value not less than ₹500/- within 10 days of award of Work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of Work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

### 9. Bank Guarantee

a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) of **₹2,83,200/- (Rupees Two Lakh Eighty Three Thousand Two hundred only)** in accordance with the Performa given in [Annex VI](#). The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.

b) Failure of the successful tenderer to submit the Bank Guarantee of **₹2,83,200/- (Rupees Two Lakh Eighty Three Thousand Two hundred only)** in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

### 10. Disclaimer

a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.

b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.

c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

**Note-** The tenderers may visit the site before quoting the rates to assess the quantum of Work.



**INSTRUCTIONS TO BIDDERS**

**1. GENERAL :**

a. Sealed tenders are invited in the prescribed format by the General Manager (O-i-C), Reserve Bank of India, Shillong from registered contractors/agencies holding valid licenses under Contract Labour (Regulation and Abolition) Act, 1970 for providing security and allied services at 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, Shillong for an initial period of **Twelve Months** w.e.f. **April 01, 2023 to March 31, 2024** as per laid down contractual obligations. However, the contract may be extended further for another two years, subject to annual review by the Bank based on the performance of the contractor/s.

b. The present requirement is for 9 Security Guards (02 Armed and 07 Unarmed) to be deployed at RBI, Shillong as under:

Sl. No.	Category	No.	Details
1.	Unarmed security guards (Male)	06	For guarding the office premises in 8 hourly shifts
2.	Unarmed security guard (Female)	01	For guarding the office premises and frisking lady employees / visitors in the general shift during office hours
3.	Armed Security guards	02	For guarding the office premises in the general shift during office hours

\*The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or anytime during the currency of contract depending upon the actual requirements.

c. A pre-bid meeting shall be held on February 06, 2023 at 1500 hrs in the Conference hall of Reserve Bank of India, Shillong to clarify the doubts/queries, if any, related to the tender.

**2. ELIGIBLE BIDDERS :**

a. The bidder should be registered under Indian Registration Act 1908/ Indian Partnership Act 1932/Companies Act 1956/ Private Security Agencies (Regulation) Act, 2005 providing similar kind of services during the last **five years** as on March 31, 2022 (i.e. providing security guards) to offices/establishments of Central Government/ State Government Departments/Banks/Public or Private Sector Companies/ Undertaking/ Autonomous Bodies etc.

b. The bidder should possess a valid license issued under Meghalaya Private Security Agencies Rules, 2009 read with Private Security Agencies Regulation Act, 2005(PSARA) valid for Meghalaya State and issued in Meghalaya by Competent



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authority appointed under Meghalaya Private Security Agency Rules, 2009. Licence should be valid on the date of application and no renewal application and under process licence will be eligible.

- c* The bidder should have well established set up/mechanism for training their guards.
- d* The bidder must have an average annual turnover of Rupees 30 Lakh during the last three financial years i.e. 2019-2020, 2020- 2021 and 2021-2022 duly certified by the Chartered Accountant.
- e* The bidder should have Permanent Account Number (PAN) issued by the Income Tax department.
- f* The bidder should have Audited Balance Sheets and Profit & Loss Accounts for the past three years i.e. 2019-2020, 2020- 2021 and 2021-2022.
- g* The bidder should have registration under Meghalaya Shops & Establishment Act, 1962.
- h* The bidder should have a valid certificate from Employees State Insurance Corporation (ESIC) and should have been allotted a code number by the ESIC.
- i* The bidder should have a valid certificate under EPF & Miscellaneous Provisions Act, 1952.
- j* The bidder should have registration under Goods and Services Tax and should have GST Registration Number.

**3. QUALIFICATION OF THE BIDDERS:-**

- a* The Bidder, to qualify for the award of contract, shall submit a power of attorney authorizing the signatories of the bid to participate in the bid.
- b* The bidder shall submit full details of his Agency / Firm or, if the bidder is a Proprietorship/Partnership or a Private Limited Company, full details of ownership and name of the directors.
- c* Bidder shall submit a copy of (Permanent Account No. Card) under the Income Tax Act.
- d* Bidder must submit copies of all documents asked for in this tender, duly self-attested, along with technical bid of the tender.
- e* 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.

**3.1** The bidder is expected to examine all Instructions, terms and conditions in the tender document. Tender with insufficient information/false information is liable to be rejected during scrutiny.



### **TERMS AND CONDITIONS**

Terms and Conditions for award of contract for providing Security and allied services through Security Guards i.e. Ex- servicemen or properly trained Security personnel with knowledge of handling firefighting equipments/able to act in times of emergency of fire hazard also for guarding Reserve Bank of India (RBI) office premises and quarters (i.e. monitoring movement of men, material and vehicles, Checking of fire hazard points also apart from normal guarding etc.) located in Shillong for an initial period of nine months as per laid down contractual obligations. Total numbers of Security Guards required are approximately Nine (09) including 7 Unarmed and 2 Armed. 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.

1. The contractor/security agency (herein after used interchangeably) must comply with the Contract Labour (Regulation and Abolition) Act, 1970 at his own cost and the rules made there under by the Government from time to time.
2. The contractor/security agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005, Meghalaya Private Security Agencies Rules, 2009, the Payment of Wages Act, 1936, the Industrial Disputes Act, 1947, the Minimum Wages Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Bonus Act, 1965, the Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Gratuity Act, 1972, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor/security agency.
3. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the RBI, Shillong shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on Reserve Bank of India, Shillong in respect of workers deployed by him.
4. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.
5. On taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with General Manager (O-i-C), RBI, Shillong or his nominee. The contractor shall further be bound by and carry out the directions/ instructions given to him by the General Manager (O-i-C), RBI, Shillong or his nominee from time to time.
6. The Contractor/security agency shall furnish the following documents in respect of the individual Manpower who will be deployed by it in the Bank before the commencement of



work:

- a) List of Manpower short listed by the agency for deployment at the Bank, containing full details i.e. date of birth, father's name, marital status, address, photographs, identification proofs etc.
  - b) Attested Photo Copies of Firearm (gun) license valid for Meghalaya /All India.
  - c) Police verification of each and every person deployed is necessary and mandatory. It will be the sole responsibility of the contractor to get proper police verification of all the deployed personnel.
7. The contractor to ensure security personnel deployed shall take proper and reasonable precautions to prevent loss, destruction, misuse of the areas of the properties/assets of the Bank. The contractor shall be responsible to protect all properties and equipment of the Bank entrusted to it.
  8. The security guards deployed for the purpose of the agreement shall have standard of physical fitness and have undergone prescribed security training as stipulated in Meghalaya Private Security Agencies Rules, 2009. The Agency shall produce the proof in support of training imparted to the security guards deployed for the purpose of the contract.
  9. For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
  10. The personnel engaged should be of robust physique and project an image of utmost discipline. They should be preferably between the ages of 21 and 50 yrs. old but not more than 55 years in any case. In no circumstances, guards below **18 years of age** should be employed. The Bank shall have right to have any person removed in case the security personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
  11. Round the clock security will be ensured by the contractor by supplying sufficient number of security personnel working in shifts at Bank properties. The eight-hours shift will normally commence from 06:00 hrs. to 14:00 hrs., 14:00 hrs. to 22:00 hrs. and 22:00 hrs. to 06:00 hrs. The General office timings are from 9:30 hrs to 17:30 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. No payment shall be made by the Bank for double duty, if any. Alternative arrangements should be made in case of leave, sickness, unauthorized absence etc.
  12. The General Manager (O-i-C), RBI, Shillong or any other persons authorized by the General Manager (O-i-C) shall be at liberty to carry out surprise check in order to ensure that persons deployed by the Contractor are in proper uniform and discharging their duties properly. Also, the contractor should arrange surprise visits (during day and night) to check the alertness and attentiveness of the security guards deployed.



13. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions issued by the authorized representatives of the Bank from time to time and which have been mutually agreed upon between the two parties.
14. In case any of the person so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RBI, Shillong in this regard. Further, the contractor shall immediately replace the particular person so deployed on the demand of the RBI, Shillong in case of any of the aforesaid acts on the part of the said person.
15. The contractor shall provide two pairs of Uniform **at his own cost** to the persons deployed for this work and shall include Shirt, Trousers, Leather Belt with Badge, Cap with Badge, Name Tab Bilingual, Black leather shoes, Socks, Lanyard with whistle, Jersey for winter, Rain coat/umbrella for rainy season, loaded torches and batons at all the posts and RBI, Shillong shall have no liability whatsoever on this account. The uniform shall be approved by the General Manager (O-i-C) of the RBI, Shillong.
16. The personnel engaged by the contractor/security agency shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs. 500/- each occasion. The penalty on this account shall be deducted from the contractor's bills.
17. The contractor/security agency will maintain Attendance Register in which day to day deployment of personnel will be entered. While raising the bill, the attendance sheets during each month should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the General Manager (O-i-C), RBI, Shillong.
18. The contractor/security agency shall have his own Establishment/Set up/ Mechanism to provide training of guards to ensure correct and satisfactory performance of their duties and responsibilities under the contract.
19. Guards provided shall be adequately trained in Safety and Security measures including First Aid, emergency responses & fire fighting operations. Guards should be able to handle and use Security Gadgets like Hand Held Metal Detector, X- ray machines, etc.
20. The security personnel deployed by the Contractor shall work under overall supervision & direction of the Protocol and Security Cell, RBI Shillong.



21. The Bank will brief the contractor about the security perception and its sensitivity to the personnel to be deployed by the contractor under the contract prior to 2 to 3 days of commencement of the Contract and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
22. In case any contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point for shift be deducted from the contractor's bill. The guards deployed should not be frequently changed. They should be deployed for at least a **minimum of 3 months**. The Bank will penalize the Contractor in case of frequent changes up to an amount of **Rs. 1000** per guard relieved before 3 months (except on short leave up to a maximum of 5 days with appropriate replacement on not more than one such occasion during the 3 months).
23. In case any complaint is received regarding misconduct/misbehaviour of contractor's personnel, and is found to be true by the Bank, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides, the Security Guard found involved in the incident shall be removed from the Bank's Premises immediately.
24. In case contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below :
  - a) 1% of annual cost of order/agreement per week, up to four weeks' delay.
  - b) After four weeks delay the Bank reserves the right to terminate the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. In such an event the Contractor shall be liable to risk and cost. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
25. The contractor shall report promptly to the RBI, Shillong any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable, of the RBI, Shillong and if there is any loss to the RBI, Shillong on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the RBI, Shillong. RBI shall have right to appropriate the loss from any amount payable to the Contractor including security deposit. It should also take steps, in consultation with RBI, Shillong authorities to register FIR with police, if required.
26. The agency/ 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 for completion of that particular job/work at the rate which is not less than the one prescribed under Minimum Wages Act or any other applicable Act/Rules/Regulation and also keep the Principal Employer indemnified against all the actions



that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

27. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to RBI , Shillong and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them. The list above is indicative and not exhaustive.
28. INDEMNITY: That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the RBI, Shillong indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the RBI, Shillong shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment and Security Money Deposit.
29. All liabilities arising out of accident or death of any persons while on duty/off duty deployed for the purpose of the contract shall be borne by the contractor/security agency.
30. PAYMENT TERMS: 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 Security Officers and other supporting documents. No other claim on whatever account shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be followed.
  - a) Contractor shall pay entitled wages to the security guards deployed in the Bank's Premises within one week of the completion of the month for which it is payable. It shall not be linked to the payment of the bill by the Bank.
  - b) Payment must be made by the contractor through Electronic payment system or any other means. Under no circumstances payments will be made in cash. To ensure this, contractor will get a bank account opened for every security guard deployed in the Bank's Premises.
  - c) The Contractor shall compulsorily issue the salary slip to every security guard.
  - d) If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the Bank from the contractor.





31. INCOME TAX DEDUCTION AT SOURCE: The RBI, Shillong will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the contractor from any amount payable to the Contractor.
32. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns to the authorities concerned. The contractor should 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) on payment of minimum wages for the guards deployed in the Bank's Premises.
33. SEXUAL HARASSMENT CLAUSE: The Contractor / Agency 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 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.
34. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
35. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.
36. The contractor shall 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, SHILLONG.
37. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (R&A) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without



prejudice to any other liability, pay to the RBI, Shillong, a sum as may be determined by General Manager (O-i-C), RBI, Shillong.

38. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Shillong and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the RBI, Shillong either explicitly or implicitly.
39. The Security Money Deposit deposited by the contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the RBI, Shillong on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.
40. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit/EMD of the Agency shall stand forfeited.
41. The Security Money Deposit will be refunded without interest to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract and after adjustment of any amount recoverable by the Bank from the Contractor.
42. **NON-DISCLOSURE CLAUSE:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipments etc, which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.
43. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
44. The contractor shall indemnify and keep indemnified the Bank against all losses including property and assets 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 or any other labour law/statute in force in this regard. The contractor



only shall be responsible for liabilities, if any, in this regard.

45. **LACK OF INFORMATION TO BIDDER:** The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the contract. Any query, whatsoever, in this regard must be put up and cleared in the per-bid meeting.
46. **ARBITRATION:** In the event of any dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration to General Manager (O-i-C), RBI, Shillong or his nominee.
47. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the General Manager (O-i-C), RBI, SHILLONG shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
48. The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under. The venue of arbitration proceedings shall be RBI, Shillong.
49. If the contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not alter the authorized signatory without the approval of the Bank.
50. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner. The Contractor shall not assign the work to any third party.
51. The contractors shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.
52. The Bank shall not be responsible for providing accommodation to any of the employee of the contractor.
53. Local representative of the contractor must be available locally Shillong at his local office with



contact telephone numbers at all times. The Contractor shall provide the contact details of such representative to the Bank at the time of execution of agreement.

54. The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
55. The contractor shall report to the Security Officer of the Bank and will comply with the instructions issued by him from time to time.
56. The contractor shall ensure that Security staffs engaged by the contractor do not take part in any staff union and association activities.
57. DUTY AND DISCIPLINE: That the Security Agency shall be obliged to comply with the following:
  - (a) Not to permit or carry on any unlawful activity or create indiscipline in the Bank's premises.
  - (b) To be solely responsible for employment, dismissal, termination and re-employment of its staff and personnel deployed in the Bank's Premises and shall keep the Bank informed with all developments in this regard.
  - (c) To pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this regard.
  - (d) To be responsible for behavior of its staff and personnel, their turnout and uniform and ensure good conduct, cooperation and discipline towards officers of the Bank and its representatives.
  - (e) Take appropriate corrective and disciplinary action against its employees notified by the Bank to the Contractor.
  - (f) On expiry of this agreement the Security Agency shall be liable and responsible to make all statutory payments to its staff and personnel and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank so that no liability or obligation devolves on the Bank.
58. Contractor has to deposit the ESI and EPF contribution and he has to ensure that all his employees are given ESI Card and EPF Card immediately.
59. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at RBI, Shillong in their respective names before submitting the bill for the subsequent month.



60. That all precautions will be taken by the Security Agency towards the safety of its employees and it will be the sole responsibility of the security agency towards any untoward incident i.e. compensation etc. to its employees.
61. **FORCE MAJEURE:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.
62. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

**JURISDICTION:** All matters pertaining to this agreement shall be subjected to the jurisdiction of the courts in **SHILLONG** only.

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***Annexure-I***

**TENDER FORM FOR PROVIDING SECURITY GUARDS AT RESERVE BANK OF INDIA,  
SHILLONG**

Affix duly Attested  
Passport Size recent  
photograph of the  
prospective bidder.

1.	Name of the Contractor/SecurityAgency	
2.	Registered Office Address Contact Number Fax Number E-mail	
3.	Correspondence/Office address through which work will be handled. Name & Designation of authorized contact Address Contact Number Fax Number E-mail	
4.	Please specify as to whether tenderer is a Sole proprietor/ Partnership firm/ Private or Limited Company	
5.	Name, Designation, Address and Telephone no. of Directors/ Partners (Please attach separate sheet.)	



6.	Registration No. of Company/Firm/ Agency in regard to ownership	
9.	Copy of PAN card issued by Income Tax Department	
10.	Provident Fund Registration No.	
11.	ESI Code No.	
12.	GST Registration No.	
13.	Registration No. Under PSA (Regulation) Act 2005	
14.	Registration No. / License No. Under Contract Labour (R & A) Act 1970 of any other employer for whom the security agency is currently undertaking the work through contract labour for providing Security services.	
15.	ISO Certification Details (if any)	
16.	Details of Bid Security/ Earnest Money deposit	
17.	Any Other Information	

**Undertaking/ Declaration by the bidder**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Signature of the Bidder :

Name and Address of the Bidder :

Telephone No. :



***Annexure-II***

**SCOPE OF WORK OF THE SECURITY AGENCY:**

The contractor shall have to provide round the clock security services in the premises of Reserve Bank of India, Shillong, Meghalaya. The agency shall ensure protection of the personnel & property of the Bank, prevent trespass, perform watch and ward functions including night patrol on various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicles inside the premises of the Reserve Bank of India situated in Shillong, Meghalaya.

**DUTIES AND RESPONSIBILITIES OF SECURITY STAFF:**

1. The Security Agency will be responsible for overall security arrangements in the premises of RBI at Shillong covered within the scope of the contract.
2. Security Agency will ensure that all instructions of the RBI administration are strictly followed and there is no lapse of any kind.
3. Guards will ensure that no items from premises can be taken out without proper gate passes issued by the competent officers as laid down in the contract or authorized by RBI, Shillong for in-out movement of stores.
4. Deployment of guards will be as per the instructions of the authorities of the Reserve Bank of India from time to time and the security agency will be responsible for their optimum utilization.
5. The security guard will also take round of all the important and sensitive points of the premises as specified by the Reserve Bank of India.
6. Security personnel should also ensure door keeping duties.
7. Security guards should have knowledge and be well versed with the operation and usage of Security Checking Equipment's.
8. The guards on duty will also take care of vehicles parked in the designated parking-sites of the RBI Office.
9. Entry of the street dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
10. The guards on patrol duty should take care of all the water-taps, valves etc. installed in the open and all over the premises.
11. It should be insured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
12. The Security Guard should be trained to extinguish fire with the help of fire extinguisher 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.
13. In emergency situations, security staff deployed shall also participate as per their role defined in the disaster plan. Security personnel should be sensitized of their role in such situations.
14. The Security Guards are required to display mature behaviour, especially towards female/staff/visitors and elderly persons.
15. The security guard on duty shall not leave the premises until his reliever reports for duty.
16. The Security personnel must watch that there are no un-identified/ unclaimed suspicious objects/ person in the building/ premises.
18. The visitor should be allowed inside the office building, only in compliance with proper laid down instructions of RBI Shillong and will ensure entry in visitor's Register.
19. Any other task which may be required to be done keeping in mind the interest of the Bank.
20. Any other work assigned by the Bank from time to time.





Annexure-III

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest money	
2.	One self-attested recent passport size photograph of the Authorized person of the 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.	
3.	Undertaking on a letterhead (as per format prescribed in <a href="#">Annexure-IV</a> ).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three financial years.	
5.	Self-attested copy of Goods and Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	
7.	Self-attested copy of the License under Contract Labour (R&A) Act 1970, of the employer for whom the Security Agency is currently undertaking the work.	
8.	Self-attested copy of valid Employees Provident Fund Registration number.	
9.	Self-attested copy of valid ESI Registration No.	
10.	Proof of experiences of last five years as specified in clause 2 (a) of the Instruction to bidders along with Satisfactory performance certificates from the concerned employers.	
11.	Annual turnover of last three financial year duly certified by the Statutory Auditors.	
12.	Any other documents, if required.	

Signature of the Bidder :

Name and Address of the Bidder :

Telephone No. :



**Annexure-IV**

**(TO BE TYPED ON A LETTER HEAD OF THE SECURITY AGENCY)**

**UNDERTAKING**

The General Manager (O-i-C)  
Reserve Bank of India  
Shillong, Meghalaya- 793001

Sir

**Tender for providing security services**

1. I/We hereby agree to abide by all terms and conditions laid down in 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 DGR rates/ Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, 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 DGR rates/ 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 complete security of the Bank's premises shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.
6. The Earnest Money Deposit (Bid Security) for an amount of **₹1,13,280/-** (Rupees One lakh Thirteen Thousand Two Hundred Eighty Only) is deposited through NEFT.
7. I/We also understand that the General Manager (O-i-C), Reserve Bank of India, Shillong 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.
8. I / we shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

Signature of the Bidder :  
Name and Address of the Bidder :  
Telephone No :



**Annexure-V**

**Checklist for Technical Evaluation**

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Crores) for the last three financial year duly certified by the Statutory Auditors <b>Para 2 (d)</b>		
2.	Experience of running Security services (in years) <b>Para 2 (a)</b>		
3.	Manpower on roll		
4.	Valid License under PSAR Act,2005(Y/N)		
7.	Training Infrastructure <b>Para 2 (c)</b> Address and available area of the training establishment		
8.	Has your Company ever been Blacklisted? (Y/N) <b>Para 8(8.2)</b>		
9.	EMD Attached ( <b>Para 5.1(C)</b> ) (Y/N)		

Signature of the Bidder :

Name and Address of the Bidder :

Telephone No. :



**Annexure-VI**

**FORM OF AGREEMENT**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Shillong having its Central Office at Mumbai and Office at Shillong (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of Providing Security and Allied Services at the Bank's Premises in Shillong and has caused specifications describing the work to be done. AND WHEREAS the said specifications and the scope of work have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the scope of work and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specifications and included in the scope of work at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

**NOW IT IS HEREBY AGREED AS FOLLOWS -**

2.1 In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the Scope of work.

2.2 The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.3 The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

2.3 The specifications, agreement and documents mentioned herein shall form the basis of this Contract.

2.4 This Contract is deemed to be ensuring minimum wages to all staff.

2.5 The Employer reserves to itself the right of changing the requirement of staff any time during the currency of Contract, without prejudice to this Contract.



2.6 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions.

2.7 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Shillong.

2.8 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Shillong and only courts in Shillong shall have jurisdiction to determine the same.

2.9 That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

**Signature Clause:**

SIGNED AND DELIVERED by Reserve Bank of India, Shillong

\_\_\_\_\_

(Name and Designation)

In the presence of - witnesses –

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

If the party is a partnership firm

or individual

SIGNED AND DELIVERED BY \_\_\_\_\_

\_\_\_\_\_

In the presence of - Witness -

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_

Was hereunto affixed pursuant to the resolutions passed by its Board of



Directors at the meeting held on

\_\_\_\_\_

In the presence of -

Witness –

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the articles of association.

Directors who have signed these presents in token thereof in the presence of -

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contract is signed by the hand of power of attorney, whether a company or an individual.

SIGNED AND DELIVERED BY -  
the Contractor by the hand of  
Shri \_\_\_\_\_

\_\_\_\_\_

and duly constituted attorney.



**Annexure-VII**

**Proforma Of Bank Guarantee for Earnest Money Deposit**

(On Non-Judicial Stamp paper of appropriate value)

The General Manager (O-i-C),  
Reserve Bank of India  
Shillong

Place  
Date

Dear Sir/Madam,

**Tender for providing Security Guards at R.B.I Shillong**

Ref: NIT/Advt dated

**WHEREAS**

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office in Shillong. (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter referred to as 'the said tender') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit.
2. M/s (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as Tenderer/bidder), who are our clients/constituents intend to submit their tender/bid for the said work and have requested us to furnish bank guarantee to RBI in respect of the said sum of ₹. \_\_\_\_\_ (Rupees only) in respect of EMD.

**NOW THIS GUARANTEE WITNESS THE**

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the Reserve Bank of

India coming to the conclusion that the Tenderer have not performed their obligations under the



said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_/- (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 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. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
  
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderers 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_(six months from the last date of receipt of tender) 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 this 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 \_\_\_\_\_(six months from that date)
- f) or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

\_\_\_\_\_Bank.

Authorized official.

(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  
Shillong**

**TENDER FOR PROVIDING SECURITY AND ALLIED SERVICES AT RESERVE BANK  
OF INDIA, SHILLONG**

**PART – II**

**Name of the Agency:** \_\_\_\_\_

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

**Landline and Mobile:** \_\_\_\_\_

**Last date of Submission: March 06, 2023 by 1500 hrs**



**Annexure-VIII**

**Part II - Financial Bid**

(To be put in separately marked Part II - Financial Bid)

**PRICE BID FOR SECURITY AND ALLIED SERVICES**

Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

S.No	Description	No of Security Guards	Monthly rate (all inclusive)	Amount for Twelve Months (all inclusive)
a.	Female Security Guards	01		
b.	Male Security Guards without arms	06		
c.	Male Security Guards with arms	02		

**Note:**

1. No Enclosure should be enclosed with Part- II.
2. No conditions, separate conditional notes etc. should be added in part- II.
3. Please use only format supplied. Separately typed Part- II will not be entertained.
4. **The above rates should consider Basic Wages (Minimum) (plus Variable Dearness Allowance), Employees State Insurance (ESI); Employees Provident Fund (EPF); Bonus; Gratuity; permissible leaves; uniform charges; service charges but exclude GST charges.**
5. **GST shall be applicable on reverse charge basis.**
6. 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 in their respective



Bank accounts are to be submitted along with subsequent month's bill.

7. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1<sup>st</sup> April and 1<sup>st</sup> October every year.
8. Bidders may visit [www.clc.gov.in](http://www.clc.gov.in) for Central Labour Wages for employment of personnel of the central sphere, for watch and ward duties.
9. As proof of the actual remunerations paid to the deployed Security Guards, Security Agency shall submit a copy of banker's challan vide which the payments are made to the employee's bank account.
10. As proof of the actual contribution made towards Employees Provident Fund and ESIC, Security Agency shall submit a copy of banker's challan vide which the payments are made to the EPFO and ESIC.
11. The bidder should quote the rates and amount in figures and as well as in words. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible.
12. The bidder is required to submit rate analysis in case demanded.

**Date:**

**Signature & Stamp of Firm**