



**RESERVE BANK OF INDIA  
KOCHI**

**NOTICE INVITING TENDER (NIT)  
(Only through e-procurement)**

**SCHEDULE OF TENDER (SOT)**

E-tender is invited by the Reserve Bank of India for Providing Unarmed Security Guards to its various properties at Kochi - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). The Schedule of e-Tender is as follows:

<b>a. e-Tender Name:</b>	E-Tender for Providing Unarmed Security Guards to the various properties of Reserve Bank of India at Kochi - (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017
<b>b. e-Tender no:</b>	RBI/Kochi/Estate/381/20-21/ET/584
<b>c. Mode of Tender</b>	<b>e-Procurement System</b> (Part I – Techno-Commercial Bid and Part II - Financial Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
<b>d. Date of NIT available to the parties to download</b>	06:00 hrs on February 19, 2021 onwards
<b>e. Pre-Bid meeting (Offline)</b>	11:00 hrs on March 01, 2021 at Reserve Bank of India, Ernakulam North, Kochi - 682018
<b>f. Uploading the outcome of Pre-bid meeting on to RBI website in the form of addendum, corrigendum, etc.</b>	On or before March 03, 2021
<b>g. Estimated cost of work</b>	<b>Approximately ₹63,80,000/- including GST</b>

h. Earnest Money Deposit (EMD)	<p><b>₹1,27,600/- (₹ One lakh Twenty Seven thousand Six hundred only)</b> by Demand Draft, in favour of Reserve Bank of India, Kochi to be delivered in physical form at HRMD, Reserve Bank of India, Kochi - 682018</p> <p><b>OR</b></p> <p><b>₹1,27,600/- (₹ One lakh Twenty Seven thousand Six hundred only)</b> by NEFT:  <b>Beneficiary Name:</b>  <b>KOCHIHRMD&lt;space&gt;Bidder's name</b>  <b>Beneficiary Account Number: 8614038</b>  <b>Beneficiary IFSC: RBIS0KCPA01</b>  <b>Remarks: SECURITY RBI KOCHI</b></p>
i. Due date for submission of EMD	Up to 17:00 hrs on March 12, 2021
j. Bidding Start Date (Techno-Commercial & Financial Bid) <a href="http://www.mstcecommerce.com/eprocho.me/rbi">www.mstcecommerce.com/eprocho.me/rbi</a>	10:00 hrs on March 04, 2021
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Financial Bid	14:00 hrs on March 15, 2021
l. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)  Date & Time of opening of Part- II (i.e. Financial Bid)	<p>15:00 hrs on March 15, 2021</p> <p>Opening of Financial Bid shall be intimated to all eligible bidders.</p>
m. Transaction Fee	As applicable and charged by MSTC Ltd. Payment of Transaction fee through MSTC Gateway /NEFT / RTGS in favour of MSTC Limited or as advised by M/s. MSTC Ltd

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances will EMD-less tenders be accepted.

Bank is not obliged to accept tender of low value only. The Bank reserves the right to accept a tender in whole or in part thereof. The Bank also reserves the right to reject all tenders without assigning any reason.

Amendments / Corrigendum to be made in the tender, if any is issued in future, the information will be notified only in the RBI website and the said MSTC website and will not be published in newspapers.

**The General Manager (Officer-in-charge)  
Reserve Bank of India  
Kochi**

## Important instructions for E-procurement

All Bidders are requested to read the entire terms & conditions of this tender before submitting their online tender.

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

**SPECIAL NOTE: THE TECHNICAL BID HAS 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 / RBI, Kochi, before the scheduled time of e-Tender.

### **Contact person (RBI – During Office Hours Only):**

1. S Ravindran (AGM - HRMD) 09940470677 ([sravindran@rbi.org.in](mailto:sravindran@rbi.org.in))
2. Baby Mathew (AM –HRMD) 09447665356 ([babymathew@rbi.org.in](mailto:babymathew@rbi.org.in))
3. Harikrishnan P M (Assistant) 09447338527 ([pmharikrishnan@rbi.org.in](mailto:pmharikrishnan@rbi.org.in))

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

1. **Mr. Remil Rashid, Branch Manager, [rrashid@mstcindia.co.in](mailto:rrashid@mstcindia.co.in), Mobile: 0471-2529137 | Office Address: First floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Thiruvananthapuram - 695014**
2. Mr. Sushil Nale, Assistant Manager, [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in), Mobile:09987758430
3. Ms. Archana, Assistant Manager, [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in), Mobile:09990673698
4. Ms. Rupali Pandey, Executive, [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in), Ph: 02222886268
5. Mr. Tejas V, Executive, [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in), Ph: 02222822789
6. Mr. Santhosh Kumar Rajendran, Thiruvananthapuram, [skrajendran@mstcindia.co.in](mailto:skrajendran@mstcindia.co.in), Ph: 8884600700

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

**The MSTC Helpdesk numbers are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)**

## **B) 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.

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

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

Other Settings:

- Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- 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](http://www.mstcecommerce.com) once)

2. The Techno-commercial 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 the specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial 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.

### **Transaction fee is non-refundable.**

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

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

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

Certificate).

**7. e-Tender cannot be accessed after the due date and the time mentioned in NIT.**

**8. Bidding ine-Tender:**

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and 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.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) Only the vendor(s) who have submitted transaction fee can submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Government. 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 run, 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 has 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) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions of the tender.

- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) 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.
- p) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprchome](http://www.mstcecommerce.com/eprchome) to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed

## **DISCLAIMER**

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

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

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable 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 thereof.





**RESERVE BANK OF INDIA  
KOCHI**

**E-tender for Providing Unarmed Security Guards to its various properties at Kochi– (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers’ Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017**

**E-tender - No: RBI/Kochi/Estate/381/20-21/ET/584**

**PART - I**

**TECHNO-COMMERCIAL BID**

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

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

<b>Date of publish of Tender</b>	<b>06:00 hrs on February 19, 2021</b>
<b>Pre-Bid Meeting (Offline)</b>	<b>11:00 hrs on March 01, 2021</b>
<b>Due Date of Submission</b>	<b>March 15, 2021 (up to 14:00 hrs)</b>
<b>Date of opening of Part- I of the Tender</b>	<b>At 15.00 Hrs on March 15, 2021</b>
<b>Validity of Tender</b>	<b>180 days from the date of opening of Part 1 of the tender and further extension of validity under mutual agreement</b>

## **1. GENERAL INSTRUCTIONS**

1.1. E-Tenders are invited under two-bid system, from reputed companies/agencies/firms engaged in providing Security Guards on contract basis for guarding the Bank's Office Premises and Residential Colonies (i.e. monitoring movement of men, material and vehicles, surveillance of Office Premises and Residential colonies etc.) located in Kochi for an initial period of one year from April 01, 2021 to March 31, 2022 as laid down in contractual obligations. However, the contract can be extended annually for a further period of two years subject to the satisfactory performance of the staff deployed and adherence to contractual obligations by the concerned company/agency/firm.

1.2. The duties of unarmed security guards are required in the Bank's Office Premises and its Residential Colonies as per the scope of work mentioned in Section '5' of the document with a provision of increasing / decreasing the numbers based on the Bank's requirement with prior notice to the service provider. The deployment will be for 24 hours a day in 3 shifts on all seven days in a week. Each shift shall not be more than 8 hours which shall strictly be followed.

1.3. The Bank reserves the right to increase or decrease the number of duties required, before awarding the work or at any time during the currency of contract.

1.4. Reputed Applicants having minimum 10 years of experience in the field of providing Security Services are eligible to apply. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

1.5. Any Tender not accompanied by Earnest Money Deposit shall be rejected.

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

1.7. All the bidders may please note that any subsequent amendments / corrigendum to the tender, will only be notified in the Bank's website (<https://www.rbi.org.in>) and MSTC Ecommerce portal of RBI (<https://www.mstcecommerce.com/eprochome/rbi>) and will not be published in the newspaper.

1.8. All the bidders shall read and understand all the above instructions / conditions and agree to abide by them.

## **2. QUALIFICATION CRITERIA FOR BIDDERS**

2.1. The bidder (Private Security Agency / PSA) shall be a Proprietary firm or a Partnership firm or a Limited company or a Corporate body legally constituted, who possesses the required licenses, registrations such as Private Security Agencies (Regulation) Act 2005 as per law.

2.2. The bidder should hold license under Private Security Agency Regulation Act 2005 (PSARA) valid for Kerala State and issued in Kerala by the Competent Authority in terms of Kerala Private Security Agencies Rules. The license should be valid as on the date of

application. Under Renewal / Under Process Applications of license will not be eligible for participating in the tender.

2.3. The bidder shall have a **minimum experience of ten years**. The bidder shall submit a list along with documentary proof of works carried out by them during the last five years. The documentary proof shall contain Work Orders, Agreements, Completion Certificates / Performance certificates (**as per Annexure – C**), etc. from clients, the authenticity of which shall be verified by the Bank through various modes.

2.4. The bidder shall submit copies of documentary proof viz. **Certificate of Incorporation / Registration, Memorandum of Association, Income-Tax Returns for the past five years, PAN details and GST Registration details.**

2.5. The estimated cost of the work is **₹ 63,80,000/- (inclusive of 18% GST)**. The bidder is required to submit the proof (the documentary proof shall necessarily contain Client Certificates and other related documents such as Work Orders, Agreements, Completion Certificates / Performance certificates (**as per Annexure – C**), etc. from clients, the authenticity of which shall be verified by the Bank through various modes) of **having successfully completed similar works (deploying security guards) during the last five years ending January 31, 2021, viz.**

i. Three similar completed works (providing security guards) each costing not less than ₹25,52,000/- (40% of estimated cost), or

ii. Two similar completed works (providing security guards) each costing not less than ₹31,90,000/- (50% of estimated cost,) or

iii. One similar completed work (providing security guards) costing not less than ₹51,04,000/- (80% of estimated cost)

2.6. **The service provider shall have effective infrastructure for the training of the security guards. The security guards must have attained requisite training before their deployment at the Bank's premises.**

2.7. The service provider shall have credible Supervisory Infrastructure and Network.

2.8. The service provider shall submit Audited Balance Sheets and **Audited Profit and Loss Accounts of last three financial years ending March 31, 2020 (i.e. 2017-18, 2018-19 and 2019-20). The turnover of the service provider during the last three years taken individually shall not be less than the estimated cost of the work.**

2.9. The service provider shall submit Valid Registration Certificate under Shops & Establishment Act.

2.10. The service provider shall submit valid certificate of registration issued by ESI Corporation.

2.11. The service provider shall submit valid certificate of registration issued by EPF Organization.

2.12. The service provider shall submit valid registration / licenses under applicable Contract Labour Laws.

2.13. The service provider shall have an office / service set-up at Kochi with adequate manpower to take care of the replacements / relievers.

2.14. The service provider shall submit the documentary evidence of deploying at least 12 security guards on any day during the last three years in Government Institutions / Bodies / Establishments (including their residential premises) or Reputed Firms / Institutions.

2.15. The service provider shall submit a **Banker's Certificate**, as per [Annexure – B](#), from its banker for an amount of ₹ 63,80,000/-, the date of issue of this certificate should not be older than February 01, 2021.

2.16. The service provider shall have certification viz. **ISO 9001-2008 or higher**, which shall be verifiable and valid as on the last date of submission of e-tender.

2.17. Tendering firms/companies shall have a current account in scheduled Commercial Banks and shall be ready to receive the payments through Electronic Modes of Payment.

2.18. **The bidders shall refer to [Annexure – A](#) of this tender and upload all data as mentioned therein and regarding all particulars mentioned above.**

2.19. **The bidder shall submit all relevant documents, reports and other particulars which are to be submitted along with the tender within the due date of submission of tender. However, the Bank reserves the right to ask for clarifications, certificates, reports or any other relevant information from any or all bidders, which form part of the eligibility criteria, even after the due date of submission of tender. The bidder shall submit the same within the timeframe specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.**

### **3. INSTRUCTIONS TO BIDDERS FOR PARTICIPATING IN THE BID**

3.1. The bidders shall abide by the Minimum Wages Act and all other applicable laws, rules and regulations.

3.2. **The bidders shall accept the Part-I (Techno-Commercial Bid) of the tender document in full and will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility as mentioned in 'QUALIFICATION CRITERIA FOR BIDDERS (Section 2)'. In the event of their failure to do so, the Bank reserves the right to reject their tender.**

3.3. The bidders shall deposit Earnest Money Deposit (EMD) for an amount of ₹ **1,27,600/- (₹ One lakh Twenty Seven thousand Six hundred only)** in any one of the following methods, favouring Reserve Bank of India, Kochi.

i. By NEFT/RTGS to Account Number: 8614038; IFSC: RBIS0KCPA01; Beneficiary Name: KOCHHRMD <space> Bidder's Name. Or

ii. By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender favouring Reserve Bank of India, Kochi.

The modes of submission of EMD by other than those means mentioned above will not be accepted by the Bank. Earnest Money Deposit by Demand Draft shall be enclosed in a covering letter addressed to "The General Manager (Officer-in-Charge), Reserve Bank of India, Ernakulam North, Kochi - 682018" and should reach the Bank within the last date of submission of tender.

3.4. Any tender not accompanied by EMD for the said amount shall be summarily rejected.

- 3.5. EMD shall be forfeited if the bidder withdraws their bid (tender) during the period of tender validity or fails to execute the contract or accept the award of work.
- 3.6. Part-II (Financial Bid) of the tender should only contain the bidder's quoted rates in the prescribed format of e-tender. The rates quoted shall be in rupees only.
- 3.7. Part I and Part-II of the tender shall be electronically submitted by the bidder or their authorized representative.
- 3.8. The bids (Part I and Part II) will be opened electronically on the specified dates as per the Bank's procedures. The Part-II (Financial Bid) of only those bidders who qualify in the Techno-commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.**
- 3.9. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 180 days from the date of opening of Part-I, the period of which may be further extended by the Bank upon agreement with the bidder(s). The bidder shall not cancel or withdraw the tender or change the quoted rates during the validity of the tender.
- 3.10. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- 3.11. Conditional bids will also be summarily rejected.
- 3.12. The Bank reserves the right to accept any tender and to reject any or all the tenders, without assigning any reason.**
- 3.13. 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.
- 3.14. The Bank may terminate the contract if it is found after award of the work that contractor is black listed during the last 3 years ending January 31, 2020, by any of the Govt. Departments / Institutions / Autonomous bodies / Local Bodies / Municipalities / Public Sector Undertakings, etc.
- 3.15. The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee for an amount equal to 5% of the value of the contract (inclusive of applicable GST payable by the Bank) as per [Annexure-D](#) or fails to execute the agreement within specified period.**
- 3.16. The **Performance Bank Guarantee** as per [Annexure-D](#) 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 or loss/damage, if any, sustained by the Reserve Bank of India, Kochi 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.
- 3.17. The Performance Bank Guarantee should be valid up to the expiry of the contract and the period of claim shall be **valid till two months beyond the expiry of contract.**
- 3.18. All values to be quoted in the Financial Bid, are for 'Unit quantity' which shall be exclusive of GST. However, GST at applicable rates (currently 18%) will automatically be applied over and above the rates quoted and the same can be viewed by the bidders real-time.

3.19. **Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e. effective from 1st April and 1st October every year, for the category 'WATCH AND WARD (without arms)' for 'Area B'. Consequent to the revision of Minimum Wages, Directorate General of Resettlement (DGR) may revise their Wage Structure for the category 'WATCH AND WARD (without arms)' for 'Area B' and the bidders shall keep in mind the latest structure while offering rates.**

3.20. **The bids of bidders who resort to irrational underquoting, whether intentionally or erroneously, of any components of financial bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder from among the eligible bidders. The Bank may however give opportunity to such bidder to substantiate their offer by seeking their rate analysis / breakup and comments within a time frame specified by the Bank. However, the overall contract amount, if found insufficient even to pay for the minimum wages for the employee category and associated statutory components shall be summarily rejected and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder from among the eligible bidders. The decision of the Bank regarding such disqualification will be binding on the bidders and shall be final.**

3.21. The tenders shall be rejected outright without opening its Part II, if the client reports from organizations in which the tenderers have provided similar services is found to be unsatisfactory. The tenders shall also be rejected outright without opening its Part II, if the feedback or performance report forwarded by any of the Offices / Branches / Departments of the Bank is found to be unsatisfactory.

3.22. The Bank will award the contract to the bidder who has been found 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document, and such bidder will be called 'Successful bidder'.

3.23. The Bank will communicate to the successful bidder through a letter of award of work and only when such communication is sent, one can treat that a decision has been made by the Bank with respect to the award of contract.

3.24. The successful bidder will be required to execute an agreement, the draft of which is mentioned in [Annexure - E](#) within a period of two weeks from the date of issue of Letter of Award or the date of commencement of work, whichever is earlier. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or 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) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of the General Manager (Officer-in-Charge), RBI, Kochi shall be final in this regard.



3.25. The Contract shall come into full force and effect on the date mentioned in 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.

3.26. 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 having the necessary authority on behalf of the company/agency/firm to enter into the proposed contract failing which the tender may be rejected.

3.27. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per [Annexure-D](#) and executes contract agreement with Bank. The Bank shall not pay any interest on the EMD. The EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the validity of tender.

3.28. Before submitting the tender, the bidder may go through the general terms and conditions, scope of work, all other instructions, etc. 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 general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring 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.

3.29. 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.

3.30. The General Manager (Officer-in-Charge), Reserve Bank of India, Kochi reserves the right to accept or reject any or all tenders without assigning any reason whatsoever and the decision will be binding on all the parties.

#### **4. GENERAL TERMS AND CONDITIONS**

4.1. The Security Guards shall be deployed by the Contractor / Security Agency (hereinafter used interchangeably) to the Bank from out of his pool of security staff who shall be the direct employees of the Contractor for all purposes and object under the labour and welfare laws in force from time to time, including contract labour legislations.

4.2. The Security Guards deployed by the contractor for posting at the Bank's premises and Bank's colonies shall be the direct employees of the contractor for all legal purposes and shall be under his direct and complete control. The contractor shall supervise over them always and ensure that they carry on the work properly and faithfully to the Bank's satisfaction. For the purposes of ensuring this satisfaction, the Bank may from time to time at the prescribed periodicity or by surprise do inspections of Security Guards etc. through its own Security Officials or any other officer designated for the purpose.

4.3. The Contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; 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; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, or the various labour codes passed by the parliament during 2019/2020, whichever is relevant, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance when deemed necessary and Contractor shall abide by the same. The contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Kochi indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In the event of the contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Kochi shall be entitled to recover any of such loses 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.

4.4. The Bank shall deal only with the Contractor and it shall be for the Contractor to assign the work to the security guards posted / appointed by him at the Bank's premises from time to time in accordance with the Bank's instructions. In the event of the Bank considering the act/conduct of any of the security guards posted / appointed by the Contractor to be derogatory to and not in due discharge of the duties and responsibilities entrusted to him and reporting such act / conduct to the Contractor, the Contractor shall forthwith take appropriate action to protect the Bank's interest. Further, upon the Bank reporting and demanding withdrawal of any of the security guard posted at its said premises because their conduct and behaviour or the performance of the duty entrusted to them is not considered satisfactory by the Bank or for any other reason, the Contractor shall forthwith replace the said guard by / with suitable guard. The decision of the Bank in this regard shall be final, conclusive and binding upon the Contractor, who shall ensure that the services provided by him are to the satisfaction of the Bank. Subject to this clause, the contractor has the right to transfer in the discharge of its obligations under the Agreement and in its absolute discretion any of the security guards as it may determine, posted by him on the premises of the Bank colonies, provided however that he shall keep the Bank informed of the same, and any other changes contemplated by him will be duly communicated to the Bank, as far as possible in advance.

4.5. It shall be the responsibility of the contractor to ensure that the Security Guards deployed by him are physically fit, active, healthy, smart, intelligent with good bearing, honest and competent, free from any disease contagious or otherwise. The responsibility of their discipline will be that of the Contractor. The persons provided should have proper knowledge of their job and be well versed with the operation and usage of security checking equipment. Persons so engaged by the contractor shall be properly trained Security personnel of high integrity and good conduct and below the age of 45 years. In no circumstances, guards below 18 years of age should be employed.

4.6. The Security Guards provided by the Contractor must be from the complement of his permanent employees and should have passed minimum tenth standard and should be able to read and write official / local languages. They should be Ex-Servicemen (except lady security guard) and conversant with the duties of Security Guard. The knowledge of



firefighting would be an added advantage. They should have good knowledge of modern security systems and gather information of security matters.

4.7. The Contractor shall ensure that the guards are always in proper uniform with name badges and company ID cards to be supplied by the Contractor, while on duty. In this regard, the Contractor shall at his cost, provide to the security guards two sets of uniform, boots, caps, jerseys for winter, belts, badges and other security equipment like lathis / batons, torches, cells, whistle, registers and stationery as approved by the Bank and for the proper maintenance of the same, the contractor alone shall be responsible or liable.

4.8. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the monthly invoice, the particulars of deployment of the personnel engaged during the month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank. The contractor shall make the payment of wages, etc. to the persons so deployed by account payee cheque or through ECS/NEFT or other electronic modes directly in the account of employed persons and shall furnish copies of wage register, muster roll, or any such documents to the Reserve Bank of India, Kochi, for having paid all the dues to the persons deployed by him for the work under the Agreement, along with the monthly invoice. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Reserve Bank of India, Kochi in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970 or Occupational Safety, Health and Working conditions code, 2020, whichever is relevant. The contractor shall comply with or cause to be complied with the Labour regulations from time to time regarding payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

4.9. The Bank may put in place manual attendance register(s) or Biometric Attendance devices to monitor the attendance of the workmen employees engaged by the Contractor.

4.10. The Bank shall not be responsible for payment of any compensation for death or injury or accident to any of the Security Guards which may arise out of and during their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such Security Guards.

4.11. In case of sickness or leave or absence from duty for whatever cause, of Security Guards, the Contractor shall undertake to replace such Security Guards. On occasion when it is not possible to provide the replacement immediately, the Contractor shall ensure that no post is left unmanned. The Bank will not be liable for payment whatsoever because of replacement of Security Guard, which shall be the obligation of the Contractor.

4.12. In case any of the contractor's personnel deployed under the contract is/are found absent, a penalty as per the below-mentioned calculation, shall be levied by the Bank and the same shall be deducted from the contractor's invoice(s).

Penalty for absence from duty:  $(A \times C) / (N \times 0.60)$

Where, A - No. of absence from duty

C - Monthly Payment inclusive of taxes

N - Required number of duties per month as per Contract

4.13. The contractor shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him and also whenever there is any change in guards. For proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their name, photographs and other identification etc. and such employees shall display their identity cards at the time of duty.

4.14. The contractor shall have an office in Kochi.

4.15. The contractor alone shall be liable to pay the salaries / wages at all times and ensure that the same are not below the minimum wages and other allowances as prescribed by notifications / orders of Directorate General of Resettlement (DGR) to the Security Guards deployed in the Bank and its premises as and when due. The contractor shall maintain all necessary records in this regard. For this purpose, the minimum wages and other allowances shall be considered for category WATCH AND WARD (without arms)' for 'Area B'. It is agreed and understood that such Security Guards shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, the Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Contractor shall supply the same to the Bank within a reasonable time say not exceeding four days. The contractor shall pay the employer's contribution with respect to Provident Fund and Employee State Insurance Fund as per the statutory provisions and the contractor must ensure that all his employees are given ESI Cards and EPF Cards immediately.

4.16. Living Accommodation for the Security guards shall be provided by the contractor at his own cost. The Bank will not bear any cost or responsibility in this regard.

4.17. The Performance Bank Guarantee submitted by the contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor or loss / damage if any sustained by RBI, Kochi on account of failure or negligence of the guards deployed by him or in the event of breach of the agreement by the Contractor.

4.18. The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter, or any transaction undertaken or handled by the Bank and shall not disclose to anybody information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

4.19. Security Guards deployed shall be adequately trained in safety and security measures including first aid, emergency responses & firefighting operations. They should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.

4.20. The Security personnel deployed by the Security Agency at the site shall switch-on and switch-off the lights in the common area of the residential premises. They shall ensure that no damage is caused to the equipment because of their mishandling.

4.21. Sexual Harassment of women at work place (Prevention, Prohibition and Redressal)

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

4.21.2. 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.

4.21.3. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the tenderer is proved.

4.21.4. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

4.21.5. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s residential premises.

4.22. The contractor shall ensure that no employee will enter or remain in the Bank’s premises beyond the specified time limits unless absolutely necessary for fulfilling the company/agency/firm’s obligations and with the permission of the Caretaker/Bank’s Security officials.

4.23. The Bank will normally make all payments due under this Agreement latest by 15th of the succeeding month or within 15 days from the date of submission of invoice raised after the completion of work for that month, provided the invoice so submitted is proper and correct in all respects enclosing all requisite documents. The invoice shall preferably, for this purpose, reach this office on the first working day of the succeeding month for early processing of payment. The Bill will be settled based on monthly charges on actual services provided and not on notional basis. Advance payments will not be entertained by the Bank under any circumstance(s).

4.24. The Bank will deduct all applicable tax at source and all other statutory taxes / charges etc. as applicable from time to time, from the amount payable to the contractor.

4.25. This contract will be valid for a period of one year from April 01, 2021 to March 31, 2022.

4.26. If so required by Laws / rules / regulations, the Contractor shall ensure that a labour license / registration under the Contract Labour (Regulation and Abolition) Act, 1970 or Occupational Safety, Health and Working conditions code, 2020, whichever is relevant, or any other laws / rules is renewed / obtained as and when due. The said license / registration shall be kept in force during the period of contract and all terms and conditions thereunder shall be complied to by the contractor.

4.27. The Contract may be terminated by either party giving to the other a notice of three months and the date of commencement of such period shall be counted from the date of due acknowledgment of the notice by the other party. Such termination shall not affect the

rights or the obligations of parties arising because of or in consequence any act done prior thereto. However, the Bank reserves the right to terminate the contract any time during the contract period due to its administrative exigencies or in response to a serious misconduct or lapse on part of the Contractor as per the terms and conditions of the contract. The gravity of such misconduct / lapse will solely be decided by the General Manager (Officer-in-Charge), RBI, Kochi causing the Bank to terminate the contract any time without giving the contractor a three months' notice.

4.28. The personnel deployed by the contractor under the Contract will be the employees of the Contractor for all intent and purposes. They shall not have any claim or right against the Bank, nor can they claim any Association/rights as employee of the Bank. The Contractor or their employees (guards) shall not misuse name / logo of the Bank.

4.29. During the tenure of duty, the security guards shall protect the property of Reserve Bank of India and do other security duties as assigned through the Contractor by the officer(s) so authorized by the Bank under normal circumstances. However, in case of emergency or due to the nature of work when the contractor cannot be approached immediately such duties can be assigned to the security guards so deployed directly by such officer(s) authorized by the Bank and such Security Guards shall abide by such instructions.

4.30. Any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Contractor and the quantum of such recovery shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by Competent Authority. However, Contractor will have the right to appeal to the General Manager (Officer-in-Charge) whose decision will be final in the matter.

4.31. As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition which the Contractor may have with his own employees / guards / supervisors / officers who may be put on duty to guard the Bank's colonies as they are having no connection with the Bank. However, for its own information, research and analysis, budget / administrative measure if the Bank calls for any information from the Contractor he shall be providing the same within four days. Also, the Bank expects the contractors to be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's image.

4.32. The Contractor shall report to proper authorities of the Bank in case they receive complaints from the Security Guards regarding expected deviations from the laid down structure of security duties.

4.33. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc, which may come to the possession or knowledge of the company/agency/firm 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. The company/agency/firm 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 company/agency/firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The

company/agency/firm shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the company/agency/firm and the Employer shall be entitled to claim damages and pursue legal remedies. The company/agency/firm 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 company/agency/firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

4.34. 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 such 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.

4.35. The contract is said to be terminated on expiry of the contract period or termination in terms of para 4.27 of this tender.

4.36. The Bank, at the discretion of its competent authority, shall take necessary actions to terminate the contract under any one of the following contingencies

- i) On notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and not in conformity with the tender conditions.
- ii) For committing breach of any of the terms and conditions of the contract by the contractor. On assigning the contract or any part thereof any benefit or interest therein or thereunder by the contractor to any third person for sub-letting the whole or a part of the contract to any third person, without the Bank's written approval.
- iii) On contractor being declared insolvent by the competent Court of Law.

During the notice period, if any, for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging their duties as before till the expiry of such notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature to Reserve Bank of India.

4.37. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:

4.37.1. Legal heirs in case of sole proprietor.

4.37.2. The next Directors / Partners in the case of company or firm.

4.38. The Bank may revoke the contract and shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.

4.39. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

4.40. In the event of any question, 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 arbitrator appointed by the General Manager (Officer-in-Charge), RBI, Kochi or his nominee.

4.41. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter was 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 (Officer-in-Charge), RBI, Kochi 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.

4.42. The arbitrator may give interim awards and / or directions, as may be required, subject to the aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

4.43. The Courts at Kochi only shall have the jurisdiction for this agreement. With mutual consensus, even Arbitration machinery may be used for settling disputes.

4.44. The contractor shall get the antecedents of the Security Guards and agency itself checked / verified through the local police / intelligence agency to ensure that no undesirable person is deployed and a certificate to this effect shall be submitted to the Bank.

4.45. Conflict of interest: Bidders shall not have a conflict of interest. Any or all those bidders found to have a conflict of interest as mentioned below will be disqualified.

i) The Bidders in two different applications have controlling shareholders in common.

ii) The Bidders (including their personnel and Sub-Contractors) that have a family relationship with such members of the RBI Staff who are directly or indirectly involved in the project will not be awarded the contract.

4.46. If it comes to the knowledge of the Bank that the same staff has been deployed in two consecutive shifts in the Bank or elsewhere, the Bank shall reserve the right to impose penalty as it deems fit. For deficiency in services and serious inconvenience caused to the Bank and its officials, the Bank reserves the right to impose penalty up to 10% of the estimated contract amount. In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. The amount of penalty will be appropriated by revoking Performance bank guarantee or any other amount payable to the Agency.

4.47. The Bank will consider the extension of contract for a further period of one year or maximum of two years, subject to its administrative convenience and requirement. However, such extension shall also be dependent on the satisfactory performance of the contractor or the employees deployed by the contractor. The Contractor shall have no claim

for extending the contract. The Bank reserves the sole right to decide upon the performance of the contractor and consider extension of contract.

4.48. The Bank may consider revision only on the service charge component (Serial No. 2 of the Financial Bid) of the contract amount based on Consumer Price Indices for Industrial Workers (CPI-IW) of such other basis as decided by the Bank, if a decision on extension of the contract is taken by the Bank.

4.49. The quote offered by the contractor in the financial bid shall be firm and final and the Bank will not entertain the Contractor's claim for revision of rates during the currency of contract except when changes in the components of Minimum rates of wages viz. the Basic rates and Variable Dearness Allowance (VDA), are announced by the Government of India under the Minimum Wages Act. The amount of such hike in monthly contract amount, in proportion to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA). Any other components which form part of wages or allowance which are statutory in nature viz. EPF, ESI, Bonus, other components of DGR wages, etc. which are dependent on the Basic rates and/or Variable Dearness Allowance (VDA) will not be considered by the Bank for the revision in monthly contract. The contractor shall keep in mind the possible escalation of these statutory components other than Basic rates plus VDA and offer their best rates in such a way as to accommodate these incremental costs under serial number '2' of the financial Bid. The revision in monthly bill amount will be restricted to the amount quoted under serial number '1' of the financial bid and the revision will be done only proportionally to the increase in basic rates and variable dearness allowance (VDA) parts of the wages. Also, the maximum revision will be limited to the amount corresponding to the increased basic rates and variable dearness allowance (VDA). If the amount quoted under serial number '1' of the financial bid is already equal to or above the amount corresponding to the changed basic rates and variable dearness allowance (VDA), then no revision of monthly bill amount will be made. The decision of the Bank in the matter will be final.

4.50. All staff engaged by the contractor must submit an accurate and complete COVID 19 self- medical declaration to the Bank countersigned by the contractor before starting the work. The contractor shall closely monitor the staff deployed to the Bank. In case the staff or any of their family members with whom the staff came in contact in the recent past, develop any signs of COVID 19, the contractor shall take necessary action to replace the worker / staff and the same must be immediately reported to the Bank. The contractor shall not deploy staff from containment area or under quarantine. Further, contractor shall ensure that the instructions / directions issued by Central as well as State Government, and also by the Bank in connection with COVID-19 pandemic are followed scrupulously by the staff deployed at the Bank. The contractor shall sensitise the staff to follow strict social distancing norms while they remain deployed and shall provide them with necessary masks, gloves, sanitizer, face shields etc., if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of your failure, fault or negligence in complying-with the above conditions.

## **5. SCOPE OF WORK**

5.1. The contractor shall provide round the clock security services in the office premises and residential colonies of Reserve Bank of India, Kochi. 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 unauthorized persons and vehicles inside the premises and residential colonies of the Reserve Bank of India situated at Kochi.

### **5.2. Works to be performed by the Security Guards at the Office Premises (OP) are as follows: -**

5.2.1. The main role of the private security guards in OP would be to assist the Bank's Security Guards in their day to day activities of Bank Security in the OP other than in the Security Area

5.2.2. Frisking and checking credentials of General Public entering Bank's Premises to prevent any unauthorized items being taken inside the Premises.

5.2.3. Ensure that all visitors / contracted workers in the OP are displaying valid identity cards / passes issued by the Bank.

5.2.4. Regular rounds of OP to ascertain any security lapses in the Bank's Premises and bring it to the notice of Security officer of the Bank.

5.2.5. Operate security gadgets and equipment like Motorized gate, Boom Barrier, Under Vehicle Inspection Mirrors, Hand Held Metal Detector and Door Frame Metal Detectors. However, X-Ray Baggage Scanner will not be used by them.

5.2.6. Maintenance of Registers related to security in Office.

5.2.7. 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.

5.2.8. Perform any other security related duty as instructed by the Security Officer of the bank.

### **5.3. Works to be performed by the Security Guards at RBI Staff Quarters are as follows: -**

5.3.1. The security personnel shall be deployed round the clock in 3 shifts at the residential colonies to safeguard the premises.

5.3.2. Exercise effective access control by keeping a watch on the persons entering into/ exiting from the Colony premises and maintaining relevant entries in the registers kept at the gate for the purpose.

5.3.3. Patrolling along the perimeter throughout the day in a cyclic manner.

5.3.4. The guards deployed should have the basic knowledge of firefighting and should know to use the correct type of fire extinguisher if a situation arises.

5.3.5. At any point of time, manning of guard posts by at least one Security Guard.

5.3.6. Switching on and Switching Off of perimeter, inner patrolling corridor lights and generator.



5.3.7. To switch on/off the lights in the staircases of each residential block, Other buildings and street lights around the compound at prescribed time by the Bank from time to time.

5.3.8. To operate the water pumps and the valves of KWA supply main in the colony premises to ensure regular water supply to all buildings. To supervise unloading of water through water tank, should the situation arise.

5.3.10. Providing security services by deploying adequately trained and well- disciplined security personnel to safeguard the RBI residential areas, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and ensure safety of the employees, visitors, guests or any other persons in the colony premises.

5.3.11. Promptly reporting to Resident Electrician / Assistant Caretaker any power outage or disruption in the water supply in the colony premises. In case of power breakdown, lodging of complaint on telephone with KSEB.

5.3.12. Directing the vehicles of guests / visitors (coming either to Transit Holiday Homes / Visiting Officers' Flat of the Bank or to the individual flat of the residents) to the Guest/Visitor's parking area and ensuring that no such vehicles are parked on the access roads inside the quarters premises or any other area other than the Guest/Visitor's parking area.

5.3.13. The guards shall not 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.

5.3.14. To take care and ensure the safety of vehicles of the staff, residents or any others, parked inside the quarters premises.

5.3.15. Collecting, safe-keeping, handing over, etc. of the keys of various common facilities / rooms / halls / gymnasiums etc. present in the quarters premises, to the residents and other authorised personnel after maintaining relevant entries in the register meant for the same.

5.3.16. Any other task which may be required to be done keeping in mind the interest of the Bank.

**5.4. Works to be performed by the Lady Security Guard at Office Premises (OP) are as follows: -**

5.4.1. The Lady Guard should be posted on all working days excluding Saturdays, Sundays and holidays declared under Negotiable Instruments Act, 1881 from 09.00 hours to 17.00 hours at the Main Reception Counter of the RBI building.

5.4.2. The main duty of the Lady Guard is to frisk all female customers / visitors who visit the Bank for various purposes and any other security related work to be assigned from time to time by the Security Officer of the Bank.

5.4.3. Monthly compensation payable will be on pro-rata basis based on the number of working days in the month.

5.4.4. Any other task which may be required to be done keeping in mind the interest of the Bank.

**5.5. The duties of the Security Guards in general are as follows: -**

5.5.1. The personnel deployed should be polite, but firm, disciplined, physically fit, alert and smartly dressed in proper and tidy uniform. The names of the security guards should always be displayed on them for identification purpose.

5.5.2. To display mature and courteous behaviour, especially towards female staff / residents, visitors, elderly persons etc.

5.5.3. To attend with compliments to distinguished visitors, VIPs and Officers.

5.5.4. To exercise proper access control in terms of persons, material and vehicles as per the procedure laid down by the Bank from time to time. check, control and restrict entries to staff/workers/authorized personnel of organization/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.

5.5.5. To allow the visitor inside the office building, only with proper passes issued by the reception personnel including entry in visitors register. The pass should be returned to the Reception personnel with signature of the officer/staff visited and departure time of the visitor.

5.5.6. To regulate visitors as per RBI procedure and records thereof maintained as stipulated

5.5.7. To maintain strict security of men, material and premises and maintain diary to note all important events / happenings information received/passed to the management.

5.5.8. To be responsible to prevent thefts of easily moveable items such as fans, exhaust fans, telephone instruments, fire extinguishers or firefighting systems etc.

5.5.9. To stand by the management during emergency like gherao, picketing, strike etc. and ensure security of RBI staff from any assaults whatsoever.

5.5.10. To not 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.

5.5.11. To prevent misuse of electricity and water.

5.5.12. To take care of all the water taps, valves, water hydrants etc. installed in the open all over the Bank's premises.

5.5.13. To ensure that the flower plants, trees and grassy lawns are not damaged by anyone.

5.5.14. In case of fire, to alert the staff on duty immediately and assist the firefighting operation and inform the Security Officer(s). In case of fire accident before or after office hours, the guards shall inform the nearest Fire Station and the Bank's Security Officer(s).

5.5.15. To watch that there are no unidentified / unclaimed / suspicious objects / persons in the building/premises.

5.5.16. To take care of the vehicles parked in the parking sites located within in the Bank's premises.

5.5.17. To prevent the entry of stray animals into the Bank's premises.

5.5.18. To ensure that all the electrical equipment/ instruments/lights and fans are switched off at the time of closure of the gym, playground etc. which are part of the residential areas.

5.5.19. To ensure that all common areas are locked at the close of the office and opened at the beginning of office hours and there is safe keeping of the keys.

5.5.20. To check the bags/briefcases of the visitors if considered necessary.

5.5.21. To always 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.

5.5.22. Any other duties/responsibilities assigned by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.

**5.6. The Responsibilities of the Contractor other than those mentioned elsewhere in the tender, are as follows: -**

5.6.1. The Security Agency / Contractor shall at their cost provide to the security guards sets of uniform, boots, caps, jerseys for winter, belts, badges, rain coats / umbrellas and other security equipment like lathis/batons, torches, cells, whistle or any other equipment mentioned elsewhere in the tender, to the Security Guards on duty.

5.6.2. The Security Guards deployed must be rotated from their deployment at an interval of six months in consultation with the Security Managers of the Bank.

5.6.3. If it is found that any property of RBI, Kochi 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.

5.6.4. The Agency shall furnish the names and addresses, health parameters and experience details of the Security Guards deployed in our premises and any change in the security guard will be communicated in writing by email to the Bank well in advance. **The agency will also furnish the police verification of the guards deployed in our premises.**

5.6.5. 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.

5.6.6. The Security Guards/Supervisor engaged by the agency from time to time must carry the photo identity card issued by the agency. The identity card containing the details regarding their full name, age, identity marks, signatures of the bearer and details the of the issuing authority with seal should be worn by each Security Guard/Supervisor on their uniform.

5.6.7. The Contractor shall not deploy or shall discontinue deploying the person(s), if so desired by the Bank at any time without assigning any reason whatsoever.

5.6.8. A local representative of the Contractor shall oversee the Security Guards and shall be responsible for the efficient rendering of the service under the contract. While working

at the premises of the RBI, Kochi, they shall work under the directives and guidance of the Bank's Security Officers and will be answerable to the Bank. However, this arrangement shall not diminish in anyway the agency's responsibility as laid down in the contract with the Bank.

5.6.9. The Contractor 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.

5.6.10. A senior level representative of the Contractor will visit the RBI premises at least once in a week and review the performance of its personnel. During the weekly visit, the Contractor'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.

5.6.11. To arrange surprise checks (during day and night) to check the alertness and attentiveness of Security Guard.

5.6.12. The Contractor shall ensure that any replacement of its personnel as required by the Bank for any reason specified or otherwise shall be affected 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.

5.6.13. The Contractor shall provide reasonably good uniform with name badges to its personnel deployed at RBI 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, torch with cell, cane stick, gun, bullets etc. shall be borne/ supplied by the agency.

5.6.14. The Contractor shall ensure that the personnel deployed are disciplined and do not participate in any activity prejudicial to the interest of the RBI/Government of India/any State/or any Union Territory.

5.6.15. The security personnel deployed by the agency should have adequate knowledge of reading and writing in English and Malayalam so as to be able 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.

5.6.16. The Contractor shall not assign or transfer this contract or part thereof to anyone.

5.6.17. In case of theft or pilferage, loss or other offences, the Contractor will investigate and submit a report to RBI and maintain liaison with the Police. FIR will be lodged by RBI, wherever necessary. If need be, joint enquiry comprising both the parties shall be conducted, and responsibility fixed.

5.6.18. 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 (Contractor) 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-rate basis.

5.6.19. As and when RBI, Kochi requires additional security strength on temporary or emergent 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 any time are found absent from duty or sleeping or found engaged in irregular activities, the Bank shall deduct the requisite amount on pro-rate basis from the bill of the agency besides imposition of penalty for non-observance of the terms of the contract.

5.6.20. The Contractor shall submit to RBI, Kochi an attested photocopy of the attendance record attested by Security Officer and enclose the same with the monthly bill.

5.6.21. The Bank shall pay the agreed amount on production of monthly invoices. The invoice raised by the security agency will be settled within 15 days from the date of submitting the same with all relevant documents to the Human Resource Management Department, RBI, Kochi. The security agency shall submit Wage Register, Muster Roll, Attendance confirmation / certification sheet as per the Bank's format and proof of statutory dues / contribution.

5.6.22. The taxes as applicable shall be deducted from the monthly invoice unless exempted by the Authorities concerned.

5.6.23. The decision of RBI, Kochi regarding interpretation of the terms and conditions and the agreement shall be final and binding on the agency.

5.6.24. 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 located at Kochi.

5.7. The required weekly duties of the security personnel based on the Bank's current requirement is tabulated below: -

Weekly Number of Duties as per the Bank's Current Requirement								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total for 2021-22
Lady Security Guard duty at the Bank's Office Premises at Ernakulam North, Kochi - 682018	1 duty on all working days of the Bank					0	0	248
Security Guard duties at the Bank's Office Premises at Ernakulam North, Kochi - 682018	2	2	2	2	2	2	2	730
Security Guard duties at Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018	4	4	4	4	4	4	4	1460

Security Guard duties at Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017	3	3	3	3	3	3	3	1095
Security Supervisor duties for all premises together (Location - Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi – 682017)	2	2	2	2	2	2	2	730
TOTAL	12	12	12	12	12	11	11	4263

**5.7.1. The above-mentioned table unambiguously defines the Bank’s current requirement distributed across three shifts per day and the bidders shall offer the rates based on this requirement. Hence, the estimated requirement of duties per annum will be ‘4263’. The duty requirement of the lady security guard is as per the Bank’s Working Days (which is approximately 248 duties for the year 2021-22). The Bank reserves the right to increase or decrease the number of duties based on its requirement, before awarding the work or any time during the currency of contract. The monthly contract amount shall be proportionately arrived at when the Bank resorts to such change in number of duties.**

**5.7.2. The tentative timings of shifts for security guard duties will be 6AM-2PM, 2PM-10PM, and 10PM-6AM, the tentative timing for shift for the lady security guard duty will be 9AM-5PM, and, the tentative timing for shift for Security Supervisor duties will be 10AM-6PM and 10PM-6AM. However, the Bank reserves the right to align / re-align the start timings of shifts based on its requirement.**

## **6. BIDDER’S UNDERTAKING FOR PARTICIPATING IN THE E-TENDER**

6.1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

6.2. This is to certify that I/ We before signing (digital signing in case of e-tender) 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.

6.3. I/We abide by the DGR wage structure for payment to employees, provisions of Minimum Wages Act, Contract Labour Act or the various labour codes passed by the parliament during 2019/2020, whichever is relevant, 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 as amended by the Government from time to time and shall be fully responsible for any violation.

6.4. I/We shall provide security services by deploying requisite number of security personnel as and when required by the Bank.

6.5. I/We do hereby undertake that security of the Bank’s Office Premises and the Residential Colonies shall be ensured by our Security Agency, as well as any other assignment considered by the Bank.

6.6. I/We undertake to deposit the Earnest Money Deposit (EMD) for an amount of ₹1,27,600/- (₹ One lakh Twenty Seven thousand Six hundred only) with the Reserve Bank of India, Kochi

6.7. In case, I/we are awarded the contract, I/we am/are agreeable to furnish a performance bank guarantee @ 5% of the value of the contract to the Bank. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India, Kochi. The EMD shall be refunded by the Bank once the Performance Bank Guarantee is submitted and execution of the contract agreement (refer [Annexure – E](#) for draft agreement format) with Bank, on which, the Bank shall not pay any interest.

6.8. I/We also understand that the General Manager (Officer-in-charge), Reserve Bank of India, Kochi has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and their decision will be binding on me/us.

6.9. I / We shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”.



## **RESERVE BANK OF INDIA KOCHI**

**E-tender for Providing Unarmed Security Guards to its various properties at Kochi– (a) Reserve Bank of India, Ernakulam North, Kochi - 682018, (b) Reserve Bank Officers' Quarters, Ernakulam North, Kochi - 682018 and (c) Reserve Bank Staff Quarters, Judges Avenue, Kaloor, Kochi - 682017**

**E-tender - No: RBI/Kochi/Estate/381/20-21/ET/584**

### **PART – II FINANCIAL BID**

<b>Date of publish of Tender</b>	<b>06:00 hrs on February 19, 2021</b>
<b>Pre-Bid Meeting (Offline)</b>	<b>11:00 hrs on February 26, 2021</b>
<b>Due Date of Submission</b>	<b>March 15, 2021 (up to 14:00 hrs)</b>
<b>Date of opening of Part- I of the Tender</b>	<b>At 15.00 Hrs on March 15, 2021</b>
<b>Validity of Tender</b>	<b>180 days from the date of opening of Part 1 of the tender and further extension of validity under mutual agreement</b>



## 7. PROFORMA OF FINANCIAL BID

The bidder shall fill their best offers in the Bank's e-tender platform viz. mstcecommerce portal under 'AUC Floor Manager' menu, in full agreement with the terms & conditions, all details, guidelines, instructions, scope of work, etc. as detailed in the tender document. The proforma of the Financial Bid is as follows: -

Sl. No.	Item	Quantity	Unit of Measurement	Multiplication Factor
1	Basic Wages (BW) including Variable Dearness Allowance (VDA) per Annum for the unarmed security guards deployed for the entire 12 months based on the number of Annual duties. The bidders shall keep in mind the applicable Minimum rates of wages i.e. Basic rate and VDA as notified by the Central Labour Commissionerate, Govt, of India before quoting. The bidders shall refer Part-I of the document for more details. <b>i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</b>	1	Lumpsum	1.18 (GST Factor)
2	Annual Service Charges inclusive of all components of wage structure (excluding the charges for Basic Wages and VDA components which are quoted above) as per the latest DGR Notification available as on date, all statutory charges / levies / duties etc. and their possible escalation in future, including expenses related to the supply of all accessories / Uniform / equipment to be provided to the security guards, overtime wages / charges, if any, payable, overtime wages, if any, to be paid for deploying guards on specified National Holidays and any such expense which form part of the Contractor's obligations as per the tender document or obligation(s) which is/are statutory in nature. <b>i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</b>	1	Lumpsum	1.18 (GST Factor)

### Note:

All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.

**MANDATORY DOCUMENTS TO BE UPLOADED BY THE BIDDER**

***(Any other documents / details to be uploaded as mentioned anywhere in the tender document shall also be uploaded by the bidder)***

1. Bidders shall download the excel file “Enclosure1” from the bidders’ mstcecommerce portal.
2. Bidders shall fill all the details, and which are true to best of the bidder’s knowledge, in the worksheets viz.
  - i. Worksheet1: “Basic Details” wherein the Basic details of the bidder shall be provided.
  - ii. Worksheet2: “Work” wherein the details of similar works during the past five years ending March 31, 2020 as proof of the bidders’ previous experience. Scanned copies of supporting documents viz. Work Orders, Client Certificates, etc. are to be uploaded to substantiate their experience.
  - iii. Worksheet3: “Qualify” wherein details of the qualifying works, i.e. any one of the following to substantiate the bidder’s eligibility: -
    - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or
    - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or
    - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.Scanned copies of supporting documents viz. Work Orders, Client Certificates, etc. are to be uploaded to substantiate the details with respect to the qualifying works.
  - iv. Worksheet4: “Bank” wherein the Bank Account details of the bidders shall be provided.
  - v. Worksheet5: “EMD” wherein the EMD Payment details shall be provided.
3. Bidders shall upload the filled document, in excel file format itself, under ‘Upload Documents’ menu in mstcecommerce portal, while submitting the e-tender.
4. The bidder shall be barred to participate further, if any such information is found untrue or false and shall be debarred from the tender in process or from the awarded contract

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

**(Scanned Copy of the Original to be uploaded by the bidder along with the Tender)**

This is to certify that to the best of our knowledge and information M/s./Shri / Smt \_\_\_\_\_ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) .

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

(Signature and Seal)

For the bank

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

Note:

1. Bankers' certificate should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

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

Name and address of the Client: -

Details of Service (s) availed from M/s \_\_\_\_\_

<b>Sl. No.</b>	<b>Particulars</b>	<b>Comments</b>
1	Nature of Work and Location	
2	Contract / Agreement No. and date	
3	<b>Contract / Agreement Amount</b>	
4	Date of Commencement of Work	
5	Date of Completion of Work	
6	Total Number of security personnel provided a)Ex-servicemen b)Other trained persons c)Untrained persons	
7	Comments regarding adherence of terms and conditions of contract	
8	Any penalty imposed for non-adherence of terms and conditions of contract	
9	Any other information	
10	<b>Overall Performance of the Contractor (Please tick any one)</b>	<b>Outstanding / Very Good / Good / Satisfactory / Poor</b>

**Signature and Seal of the Authorised Official**

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

**PROFORMA OF PERFORMANCE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**The General manager  
Reserve Bank of India,  
Ernakulam North,  
Kochi - 682018**

Madam / Dear Sir,

**CONTRACT FOR PROVIDING UNARMED SECURITY GUARDS IN THE OFFICE PREMISES AND RESIDENTIAL COLONIES OF RESERVE BANK OF INDIA, KOCHI**

WHEREAS

The Reserve Bank of India, Ernakulam North, Kochi - 682018, 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 Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_ 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 has 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 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 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:

Contact No:

Email Address:

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

Contact No:

(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).

**DRAFT ARTICLES OF AGREEMENT**

*(The Bank reserves the right to amend the articles of agreement based on the tender conditions)*

Articles of agreement made on \_\_\_\_\_ between **Reserve Bank of India, Ernakulam North, Kochi - 682018 having its Central Office at Mumbai** (hereinafter called the 'Employer') on the one part and \_\_\_\_\_ (hereinafter called the 'Contractor') on the other part.

Whereas the contractor has agreed to provide Annual Maintenance Contract for Providing Unarmed Security Guards in the Main Office Premises and Residential Colonies as per the **e-tender** \_\_\_\_\_ at a monthly cost of \_\_\_\_\_ for a period of **1 year from** \_\_\_\_\_ **to** \_\_\_\_\_ as per the terms and conditions stipulated in the work order issued.

The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor will indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer will be entitled to claim damages and pursue legal remedies. The Contractor will take all appropriate actions with respect to the employees of the Contractor 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.

The contractor/Agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees 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.

(a) 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.

(b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the contractor, for instance any



monetary relied to Bank's employee, if sexual violence by the employee of the contractor is proved.

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

(d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Signed and delivered by:

Reserve Bank of India

Contractor

by

by

**In the presence of following witnesses, with name and full address:**

1. .... 1..... (signature)

.....

.....

2. .... 2..... (signature)

.....

.....

**For the Employer- RBI)**

**(For the Contractor)**