



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

NOTICE INVITING TENDER (NIT)

(only through e-procurement)

भारतीय रिज़र्व बैंक, ईटानगर (इसके बाद 'बैंक' के रूप में संदर्भित) बैंक के कार्यालय परिसर में वार्षिक सेवा संविदा के अंतर्गत सुरक्षा गार्डों की सेवाएं प्रदान करने के लिए पूर्व-योग्यता मानदंडों को पूरा करने वाली पात्र फर्मों/निविदाकर्ताओं से दो भागों (भाग I – तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली) में निविदाएं आमंत्रित करता है। अनुबंध शुरू में 31 मार्च, 2025 तक वैध होगा, और अधिकतम दो और वर्षों के लिए, एक बार में एक वर्ष, संतोषजनक प्रदर्शन, या अन्य अवधि/मापदंडों के अधीन बढ़ाया जा सकता है, जैसा कि बैंक तय कर सकता है। ई-निविदा जमा करने की अंतिम तिथि 17 सितम्बर, 2024 को 14:00 बजे तक है। अधिक जानकारी के लिए कृपया वेबसाइट <https://www.rbi.org.in> पर "निविदा" अनुभाग देखें और निविदा अपलोड करने के लिए कृपया देखें और एमएसटीसी वेबसाइट पर <https://www.mstcecommerce.com> पर पंजीकरण करें।

Reserve Bank of India, Itanagar (hereinafter referred to as the 'Bank') invites tender in two parts (Part I – Techno-Commercial Bid & Part II – Price Bid) from eligible firms/Tenderers fulfilling the pre-qualification criteria for Providing Services of Security Guards, under Annual Service Contract at Bank's Office Premises. The contract will be initially valid up to March 31, 2025, and will be extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods/ parameters as the Bank may decide. The last date for submission of e-tender is **September 17, 2024 up to 14:00 hrs.** For further details please visit "Tender" section at website <https://www.rbi.org.in> and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>.

नोट: कृपया यह भी नोट करें कि आगे अतिरिक्त जानकारी /शुद्धिपत्र केवल भारतीय रिज़र्व बैंक की वेबसाइट पर प्रकाशित किया जाएगा।

Note: Please also note that further Addendum/ Corrigendum will only be published on RBI website.

स्थान/ Place: ईटानगर/ Itanagar
दिनांक/ Date: August 08, 2024

महाप्रबंधक (प्रभारी अधिकारी)/ General Manager (O-i-C)
भारतीय रिज़र्व बैंक, ईटानगर/ RBI, Itanagar



अस्वीकरण DISCLAIMER

भारतीय रिजर्व बैंक, ईटानगर ने इच्छुक पार्टियों को काम पर पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज तैयार किया है। जबकि भारतीय रिजर्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और मानता है कि यह सही है, न तो आरबीआई और न ही इसके किसी भी प्राधिकरण या उनके किसी भी संबंधित अधिकारी, कर्मचारी इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता या कोई भी जानकारी जो इसके साथ प्रदान की जा सकती है, की सटीकता की न तो कोई वारंटी देते हैं या न ही कोई दावा, व्यक्त या निहित करते हैं।

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

2. जानकारी संपूर्ण होने का इरादा नहीं है। इच्छुक पार्टियों को अपनी स्वयं की पूछताछ करने की आवश्यकता होती है और उन्हें लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल भारतीय रिजर्व बैंक द्वारा निविदा जमा करने में प्रदान की गई जानकारी पर भरोसा नहीं करते हैं। जानकारी इस आधार पर प्रदान की जाती है कि यह आरबीआई या उसके किसी प्राधिकरण या उनके किसी संबंधित अधिकारी, कर्मचारी पर गैर-बाध्यकारी है। आरबीआई के पास काम को आगे नहीं बढ़ाने या काम के कॉन्फिगरेशन को बदलने, इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया या प्रक्रिया को बदलने का अधिकार सुरक्षित है। यह किसी भी पक्ष द्वारा रुचि व्यक्त करने के साथ इस मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। अपनी रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।

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

**Schedule of Tender (SOT)**

1	काम का विवरण Description of Work	बैंक के कार्यालय परिसर में सुरक्षा गार्ड प्रदान करने के लिए वार्षिक सेवा संविदा। Annual Service Contract for providing Security Guards at Bank's Office Premises.
2	निविदा का तरीका Mode of Tender	https://www.mstcecommerce.com के माध्यम से ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी बोली और भाग II - वाणिज्यिक बोली) e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through https://www.mstcecommerce.com
3	ई-निविदा सं. E-Tender No.	आरबीआई/ईटानगर/एचआरएमडी/2/24-25/ईटी/300 RBI/ITANAGAR/HRMD/2/24-25/ET/300
4	अनुमानित लागत Estimated Cost	₹34,65,000.00
5	बयाना जमाराशि Earnest Money Deposit	₹69,300.00 (अनुमानित लागत का 2%) खाता संख्या - 8692299 (Earnest Money Deposit), आईएफएससी- RBIS0GWPA01 में भारतीय रिज़र्व बैंक के पक्ष में एनईएफटी के माध्यम से जमा किया जाना है [एनईएफटी लेनदेन टिप्पणियों में विक्रेता के नाम/कंपनी के नाम का उल्लेख करते हुए] या आरबीआई ईटानगर के पक्ष में डीडी के माध्यम से। ईएमडी में कोई ब्याज नहीं होगा। यह ठेका दिए जाने के 10 कार्य दिवसों के भीतर असफल निविदाकर्ताओं को वापस कर दिया जाएगा। सफल निविदाकर्ताओं के मामले में, ईएमडी बैंक गारंटी के रूप में प्रतिभूति जमा करने के बाद वापस कर दिया जाएगा। ₹69,300.00 (2% of Estimated Cost) to be deposited through NEFT in favour of Reserve Bank of India, in the A/c No.- 8692299, IFSC- RBIS0GWPA01 [mentioning name/ company name of the vendor in NEFT transaction remarks]. EMD will not carry any interest. It would be refunded to the unsuccessful tenderers within 10 working days of the award of the contract. In the

		case of successful tenderers, the EMD will be returned after submission of Security Deposit in the form of a Bank Guarantee.
6	बैंक गारंटी Bank Guarantee	सफल बोलीदाता द्वारा ₹1,73,250 (अनुमानित लागत का 5%) जमा किया जाएगा। ₹1,73,250.00 (5% of Estimated Cost) to be submitted by the successful bidder
7	लेनदेन शुल्क Transaction Fees	एमएसटीसी लिमिटेड के पक्ष में या मैसर्स एमएसटीसी लिमिटेड द्वारा सूचना के अनुसार एमएसटीसी पेमेंट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से भुगतान किए जाने वाले अनुमानित लागत की कुल अनुमानित लागत का 0.05% और लागू आयकर। 0.05% of total estimate cost of estimated cost-plus applicable taxes to be paid through MSTC Payment gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd
8	डाउनलोड के लिए पार्टियों के लिए उपलब्ध एनआईटी की तारीख। Date of NIT available to parties for Download	अगस्त 08, 2024, 1300 बजे August 08, 2024, at 1300 hrs.



9	प्री-बिड मीटिंग (ऑफ़लाइन) का विवरण Schedule of Pre-bid meeting (offline)	5 सितंबर, 2024 को भारतीय रिज़र्व बैंक, ईटानगर में 1130 बजे September 5, 2024 at 1130 hrs at Reserve Bank of India, Itanagar
10	ऑनलाइन तकनीकी-वाणिज्यिक बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि Date of starting of e-Tender for submission of online Techno-Commercial Bid	अगस्त 29, 2024 को 1100 बजे August 29, 2024 at 1100 hrs
12	आरबीआई, ईटानगर को ईएमडी जमा करने की अंतिम तिथि Last Date of Submission of EMD to RBI, Itanagar	सितंबर 17, 2024 को 1400 बजे September 17, 2024 at 1400 hrs
13	तकनीकी और वाणिज्यिक बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा की समाप्ति की तिथि Date of Closing of Online e-tender for submission of Technical & Commercial Bid	सितंबर 17, 2024 को 1400 बजे September 17, 2024 at 1400 hrs
14	भाग I के खुलने की तिथि और समय अर्थात तकनीकी बोली Date and Time of Opening of Part I i.e. Technical bid	सितंबर 17, 2024 को 1600 बजे September 17, 2024 at 1600 hrs
15	भाग II के खुलने की तिथि और समय अर्थात वाणिज्यिक बोली Date & Time of Opening of Part II i.e., Commercial Bid	भाग-II (वित्तीय बोली) इलेक्ट्रॉनिक रूप से केवल उन्हीं निविदाकर्ताओं के लिए खोली जाएगी जिनकी भाग-I (तकनीकी बोली) को भारतीय रिज़र्व बैंक, ईटानगर द्वारा स्वीकार्य पाया जाता है। ऐसे निविदाकर्ता (ओं) को उनके द्वारा दिए गए वैध ई-मेल के माध्यम से भाग-II (वित्तीय बोली) के खुलने की तारीख के बारे में सूचित किया जाएगा। Part-II (Financial Bid) will be opened electronically of only those tenderer(s) whose Part-I (Technical Bid) is found acceptable by RBI, Itanagar. Such tenderer(s) will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.



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**PART I (Section I)****IMPORTANT INSTRUCTIONS FOR E-TENDER**

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

1. Process of e-Tender:

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

SPECIAL NOTE:

BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi/

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts. → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

Contact person (MSTC Ltd):

1.	Shri. Sabyasachi Mukherjee (Eastern Regional Office)	smukherjee@mstcindia.co.in	7278030407
2.	Shri Arun Kumar (North-East Branch Office)	bmghymstc@mstcindia.in	9830924222
3	Shri Debayan Kar (North-East Branch Office)	ghyopn3@mstcindia.in	9831149790
4	Eastern Regional Office Helpdesk	helpdesk@mstcindia.co.in / mstcero@mstcindia.in	07969066600

Contact person (RBI Itanagar):

1.	Alok Ekka, Assistant General Manager	alokekka@rbi.org.in	9909922310
2.	Vivek Patidar, Manager	vivekpatidar@rbi.org.in	7017538456

B) System Requirement:

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

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

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

Other Settings:

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

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

2. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & 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 authorised, and the vendor shall be receiving a system generated mail.
5. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

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

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

Bidding in e-Tender:

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

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

- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e- procurement → PSU/Govt depts → Login under RBI → My menu→ Auction Floor Manager → live event → Selection of the live event.
- c) The vendor(s) should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run, then the vendor will not be able to save/submit / their/ his Technical bid.
- d) After filling the Technical bid, vendor(s) should click 'save' for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.
- e) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
- g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
- i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.

- j) Reserve Bank of India reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- k) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions of the tender.
- l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- n) Vendor(s) are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize him/ them with the system before bidding.



PART I (Section II)

Eligibility Criteria for participating in the e-Tender

1. Reserve Bank of India, Itanagar invites e-Tender in two parts for Annual Service Contract for providing Security Guards at Office Premises of the Bank at an estimated cost of approximately **₹34.65 Lakhs** inclusive of all taxes.
 2. Only Company/Firm/Agency who fulfill the following pre-qualification criteria are eligible to apply:
 - A. Having valid license issued under Private Security Agencies Regulation Act, 2005 (PSARA) valid for the respective state and experience in field of providing services of security guards for at least five years (Work orders submitted in support of work experience must be issued before January 2018) and have executed similar work during previous five years (Work orders and work completion certificates submitted in support of work executed must be issued on or after January 2018) as follows:-
 - Three Similar Completed works each costing not less than the amount equal to 40% of the estimated cost (copies of work order/ certificate on letter head to be submitted)
Or,
 - Two Similar Completed works each costing not less than the amount equal to 50% of the estimated cost (copies of work order/ certificate on letter head to be submitted)
Or,
 - One Similar Completed works each costing not less than the amount equal to 80% of the estimated cost (copies of work order/ certificate on letter head to be submitted)
 - B. Annual turnover for the last 3 years (Income Tax Year) i.e. , 2021-22, 2022-23 & 2023-24 (Audited balance sheet duly certified by a Chartered Accountant or turn over certificate from a CA along with copies of ITRs shall be submitted) should not be less than ₹34.65 lakh.
 - C. Must be solvent/ financially sound for carrying out the contract for works estimated to cost ₹34.65 lakh.
 - D. Should have his own Establishment/Set up/ Mechanism to provide training of guards.
 - E. Preferably must have a self-owned full-fledged service set-up at Itanagar.
 - F. Should have all the necessary Legal/Statutory approvals to do this business in Itanagar.
- All Tenderers fulfilling these criteria may apply for membership of MSTC entering web-portal as indicated in Part I (Section I)of the tender and submit the documentary proof in the captioned criteria at the time of uploading of tender document.
3. The intended Tenderers should invariably furnish, the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process along with the tender form.

SI No.	Information	Documents to be submitted
(a)	Composition of the firm	Full particulars in format prescribed under Annexure-V (whether Tenderers is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of Tenderers in details should be submitted along with name(s) and address (es), of the partners copy of the Articles of Association/ Power of Attorney/ Attorney/ another relevant document. In the case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es)' etc are required to be submitted. Copy of PSARA License valid for the respective state, Registration Certificate of the Establishment issued by the relevant authority, Copies of E.P.F. Registration Certificate and E.S.I Registration Certificate and applicable tax registrations, viz., PAN, TAN, GST, etc. should be submitted.

(b)	Work experience and completion of similar work of specified value during the specified period.	The Applicant should submit documentary evidence in support of minimum experience of 05 years of carrying out similar work (The applicant should have completed at least one similar work after April 01, 2019). Documentary evidence for having successfully completed qualifying works (of value as indicated under 2.A (i), 2.A (ii) or 2.A (iii) above and of similar nature) during last 05 years. Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work completion experience. The details along with documentary evidence of previous experience, if any, of carrying out Works for the Reserve Bank of India at any center, should also be given. Bank reserves the right to verify work experience claims made by bidder by nominating its representative for site visit.
(c)	Details of the completed work	The client-wise names of work(s), year(s) of works execution of work (s), awarded and actual cost(s) of executed work(s), names and full contact details of the

		officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in format prescribed under Annexure-I.
(d)	Client Certificates	Tenderers are informed that they have to submit Client certificates in format as prescribed under Annexure VIII) for each of the Prequalification work/s Work orders and work completion certificates submitted towards qualifying works to fulfil the eligibility criteria of having completed minimum values of work as per para 2(b) above have to be necessarily supported with Client certificates. Client certificate will be accepted only when it is Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU and is supported by adequate proof of payments received by the Tenderers for the work done by them. Client's report issued by private organization shall be accompanied by TDS Certificates. All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person. Applications/tenders received without

		certificates specified in the specified format will be rejected and Bank reserves the right to verify the submitted certificates independently. The Bank also reserves the right to obtain reports on the past performance of the tenderer from his clients.
(e)	Name(s) and address (es) of the clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(f)	Credit worthiness of the Tenderers and their turnover during the specified period.	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders/ Income Tax Returns along with the latest final accounts of the business of the Tenderers duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(g)	Name(s) and address (es) of the bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in format prescribed under Annexure-IX .
(h)	Details of the bank accounts	Full particulars of their bank accounts, like account no., type, when opened etc.,

		should be given.
(i)	Banker (Solvency) certificate	Should submit solvency certificate in format prescribed under Annexure-X issued by applicant's Banker specifically for the purpose of this work, for a minimum amount of ₹34,65,000.00.
(j)	Training Facility and Service setup	Valid document in support of having self-owned Establishment/ Set up/ Mechanism to provide training of guards and full-fledged service setup/ back office/ administrative office in Nagaland (wherefrom required support in terms of manpower and supervision are provided during the contract period for the specified job).
(k)	Legal/ statutory Approvals	Tenderers should furnish an undertaking declaring that they have obtained all the required legal/ statutory approvals for carrying out this business at Itanagar along with all relevant valid documents.
(l)	Conviction in a court of law/ Blacklisting by any organisation/ Pending Civil Suits	The tenderer shall have to submit an Undertaking declaring that they have not been convicted in a Court of Law or suspended / blacklisted by any organization on any grounds. The tenderer shall provide details if any civil suit is pending in any of the works executed. Concealment of facts and subsequent detections may lead to annulment of the contract / rejection of the bid forthwith.

4. In exceptional cases such as merger, acquisition, takeover etc., the intending tenderer may submit all the relevant documents for seeking any exemption/ deviation that it requests the Bank to consider. The Bank is not bound to accept such requests and reserves its right to allow or reject such exemptions/ deviations. The Bank's decision in this regard shall be final.

5. Intending tenderers need to upload relevant documents supporting their eligibility criteria and scanned copy of Earnest Money Deposit (NEFT statement/ Bank Guarantee) along with Techno-commercial bid (Part-I) of the tender.
6. Earnest Money Deposit (EMD) of **₹69,300.00/-** (Rupees Sixty Nine Thousand Three Hundred only) shall be deposited through
 - a) NEFT in favour of Reserve Bank of India, in the A/c **8692299** & IFSC **RBIS0GWPA01** –before 1400 Hrs on September 17, 2024.

Or

- b) in the form of an irrevocable Bank Guarantee issued by a scheduled bank in the Bank's standard proforma ([Annexure-VII](#)). The Bank Guarantee (from Scheduled Commercial Bank) submitted towards Earnest Money deposit has to be valid for the validity period of the tender plus additional 45 days. In such case, the Bank Guarantee should be submitted to the Bank physically before 1400 Hrs September 17, 2024

Under no circumstances EMD will be accepted in the form of fixed deposits of the bank, cheque or cash. The tenders not accompanied by the Earnest Money Deposit as prescribed in the tender, shall be treated as Non Bonafide tender and shall not be considered for acceptance.

7. In the event of intending tenderers failure to satisfy the Bank with regard to the above requirements, Bank reserves the right to reject his offer even after opening of Part-I of the tender and Part-II of the rejected tender will not be opened.
8. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. In such case, Part-II of the rejected tender will not be opened and EMD deposited by the concerned tenderer shall be returned. The Bank is not bound to assign any reason for doing so.

I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

Signature of tenderer with seal

Address:

Date:

PART I (Section III)
Bid Evaluation Criteria

1. Techno- Commercial Bid (Part- I) Evaluation

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder on MSTC.
- b. Bank may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders.
- c. Failure on the part of the bidder to provide such clarification/information/document within the stipulated time may entail cancellation of the bid of such bidder.
- d. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered.
- e. The Client's request for clarification and the response shall be in writing through post or email.

2. Price Bid (Part – II) Evaluation

- a. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned in "Eligibility Criteria for participating in the tender" of tender document and provide documentary proof on MSTC in respect of the same.
- b. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Bank may, at its discretion, ask any bidder for a clarification of its bid.
- c. The clarification so called, should be given with detailed price analysis containing the cost of all the tools, equipment, machines, liveries, compliance of statutory requirements (Tenderers All Risk Insurance, workmen compensation Act, Bonus Act (if applicable) etc.) and other administrative charges etc. required to complete the work) and should be supported with quotations received from the suppliers/ providers of the above-mentioned goods and services.
- d. On scrutiny of the clarification so submitted, if the rates quoted by the tenderer are found not workable/ feasible, the Bank reserves its right to summarily reject such tender.

- e. Failure on the part of the bidder to provide such clarification within the stipulated time, may entail cancellation of the bid of such bidder.
- f. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.
- g. The Client's request for clarification and the response shall be in writing through post or email.
- h. Price Bids shall be evaluated based on the rates quoted as percentage of the Fixed Rates mentioned in Part- II of the tender document.
- i. No deviation will be allowed on the fixed rates already mentioned by the Bank in the tender. Tenders having quoted rates below the prescribed minimum wages rates shall be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.
- j. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- k. In case two or more tenderers become the lowest, for the purpose of selection of successful bidder, the tenderers becoming lowest bidders will be evaluated on the basis of following criteria:

Criteria 1- Past Experience (in field of providing services of security guards)	
Evaluation will be done based on certificate of Registration and the oldest work order / agreement pertaining to providing services of security guards submitted by the bidder along with Part-I of the tender)	
5-10 years	10 Marks
10-15 years	15 Marks
15-20 years	20 Marks
> 20 years	25 Marks
Criteria 2- Average Turnover of Previous Three Financial Years	
Evaluation will be done based on Turnover certificates, ITRs, Profit & Loss and Balance statement for the last 3 financial year duly certified by a Chartered Accountant submitted by the bidder along with Part- I of the tender)	

11 - 15 lakhs	10 Marks
15 - 20 lakhs	15 Marks
20 - 25 lakhs	20 Marks
> 25 lakhs	25 Marks
Criteria 3- Amount of Manpower on Rolls Bidders will be required to provide this information along with latest EPF/ ESIC statement in support of their claim whenever asked for)	
30- 50	10 Marks
50- 75	15 Marks
75- 100	20 Marks
> 100	25 Marks
Criteria 4- Number of Similar works in hand Bidders will be required to provide this information along with work order/ agreement, TDS certificates and Bank statement showing receipt of payment against the claimed work, whenever asked for)	
1-3	10 Marks
3-5	15 Marks
5-10	20 Marks
> 10	25 Marks

Upon evaluation of the lowest bidders based on the above criteria, the bidder with the highest marks will be declared successful in the tender process. However, the Bank's decision in this regard will be final and it shall not be open to arbitration.

PART I (Section IV)

GENERAL INSTRUCTIONS TO CONTRATORS AND SPECIAL CONDITIONS OF THE CONTRACT

Tender in prescribed form shall be submitted through e-Tendering at MSTC portal in two parts i.e., Part-I and Part-II.

1. **Part - I** of the tender, titled “**Annual Service Contract for providing Security Guards at Bank’s Office Premises**” shall be submitted containing the following:

(i) Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the tender documents.

(ii) The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarification/ covering letter, while tendering for the work, he will have to submit the same in along with the following and submitted under Part - I:

- (a) List of deviations, if any, in commercial terms and conditions.
- (b) List of deviations, if any, in technical specification.
- (c) Any other technical information the tenderer wishes to furnish.

(iii) The Tender Document issued by the Bank – duly stamped and signed.

- 2. Only those proprietorship firms/partnership firms/companies with requisite years of experience in providing Security Guards services are eligible to participate in e-Tendering.
- 3. If there are any conditions commercial or technical, the same shall be examined by the Bank and discussed with the tenderers. It is not incumbent on the Bank to accept any additional condition given by the tenderer. The tenderers shall withdraw all the conditions which are not acceptable to the Bank by submitting a Written confirmation to the effect that all the conditions (not acceptable to the Bank) have been withdrawn by them.
- 4. Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.
- 5. The tenderer must obtain for himself itself on his own responsibility and at his own expense all the information which may be necessary for the purpose of tendering and for entering into

a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature and scope of work and the matters pertaining thereto.

6. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected. The Bank's decision in such cases shall be final and shall not be open to arbitration.
7. The rates quoted in the tender shall be for the complete item including Manpower, materials, for all the properties. The rate shall also include Insurance Charges, GST + any other taxes, duties, levies on work's contract by Central Govt. or State Govt. or any other authorities. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever, except for changes if any in the statutory minimum wages announced by the Government of India under the Minimum Wages Act and for changes in employer contribution rates of EPF/ ESIC as and if applicable for security guards employed under this contract.
8. The payment shall be made on a monthly basis (by credit to bank account through NEFT) after satisfactory completion of the work duly acknowledged by the concerned official and certified by the Caretaker/ Bank's Officer.
9. **Part - II** of the tender will contain no conditions but only the Price Bid in the Schedule of Quantities titled "Annual Service Contract for providing Security Guards at Office Premises at Reserve Bank of India, Itanagar" and shall be opened online after due fulfilment of condition as per Part-I tender. Changes of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
10. **Information gathering & Site Inspection:** The tenderers may obtain at their own responsibility and expense all the information which may be necessary and also inspect the site of work for the purpose of making tender and for entering into a contract.
11. **Rates:** The Bank reserves the right to adjust arithmetical or other errors in the tender in accordance with the following general rules. In the event of discrepancy between words and

figures quoted, the description in words shall prevail. Similarly, in the event of an error in the amount column arising as a result of wrong product extension, the unit or item rates shall be regarded as firm and extension amended accordingly.

- a) The prices (minimum wages, EPF/ESIC contribution, fixed amount by the Bank etc.) indicated in Part-II of the tender are in Indian Rupees only. The rates are to be quoted strictly as percentage of the Fixed amount indicated in the Price Bid. Quotations received in any other format will be summarily rejected. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- b) The rates shall also be firm and be valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in freights charges or any conditions whatsoever.
- c) The rates quoted in the tender shall include all charges. Tenderers must include in their rates Goods and Service Tax and any other prevailing taxes, royalties and duty levied by the Central Government or any State Government or local authority, if applicable. No separate claim in respect of Goods and Service Tax and any other tax, duty or levy whether existing or future shall be entertained by the Bank.
- d) The Bank reserves the right to adjust arithmetical or other errors in the tender. In the event of an error in the amount column arising as a result of wrong product extension, the unit or item rates shall be regarded as firm and extension amended accordingly.

12. **Job Work on Lump sum Basis:** The Tenderers shall note that unless otherwise stated, the tender is strictly on Job Work on Lump sum Basis and his attention is drawn to the fact that rates for each and every Job should be correct, workable and self-supporting. The quantities in the Part–II of tender approximately indicates the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Claim in such case shall be entertained on pro rata basis.

13. **Tender Format:** The tenderer shall use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.

14. **Opening of Tender:** Unless otherwise pre-opened or postponed with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.

- a) Part-I (Techno-commercial bid) of the tender will be opened online through MSTC portal at the first stage on **September 17th, 2024 at 1600 hrs** (If this day falls to be a holiday, tenders will be opened on the next working day of the Bank or any other day as notified by the Bank). While the Part-II (Price bid) will be opened at the second stage after completion of the evaluation of Part-I of the tender.
 - b) The tenders not accompanied by the Earnest Money Deposit as prescribed in the tender, shall be treated as Non Bonafide tender and shall not be considered for acceptance.
 - c) It is not incumbent on the Bank to accept any additional condition given by the tenderers; the tenderers shall withdraw all his conditions which are not acceptable to the Bank.
 - d) While all the tenderers who uploaded tenders within the due date and time will be permitted to participate online in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated on e-Tendering portal, opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose Part-I (Techno-Commercial) of the tenders are found to be technical suitable/ acceptable to the Bank and to whom intimation thereof is given by the Bank by Email or through e-Tendering portal.
 - e) Part-II (Price) of the technically disqualified tenderers will not be opened. The technically unqualified tenderers will neither be given any intimation about the due date and time of opening of Part-II (Price) of the tender nor will they be permitted to participate in the online opening of the same.
 - f) The Bank reserves the right to reject an offer even after opening Part – I and Part – II of the tenders.
15. **Last Date:** No tender shall be accepted after **1400 hrs. on September 17th, 2024**, under any circumstances whatsoever.
16. **Disqualification - Missing & Unsigned documents:** The tender form and all its annexures must be duly filled. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
17. **Right to Accept or Reject:** The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may and has a right to modify/ withdraw the tender.
18. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a

period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

19. **Broad Scope of Work:** The scope of work shall be as detailed in “Scope of Work and Schedule of Quantities” of the tender document.

20. **Lowest Tender Not Necessarily to Be Accepted:** The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance of any tender. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

21. **Earnest Money and Performance Guarantee during contract period**

a) Tenderers shall pay as Earnest Money a sum of **₹69,300.00** (Rs Sixty Nine Thousand Three Hundred Only) by NEFT in favour of the Reserve Bank of India, Itanagar. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or cheque. On award of contract, the successful tenderer shall furnish an amount equal to 5% (five percent) of the contract value in the form of a Performance Guarantee from any Scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The earnest money deposit submitted by the successful tenderer shall be returned within one month of award of work post submission of the Performance Bank Guarantee. The Performance Guarantee towards security deposit shall be valid for the entire contract period.

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

22. **Terms of Payment:**

a) Payment for the works to be executed under this contract shall be made on a **monthly**

basis on receipt of bill from the Tenderers. The amount payable will be net of any recoveries for deficiency in services, imposed as per the provisions of this contract. The bill should be submitted as per GST format. Copy of following documents for a particular month duly certified by the firm to be submitted along with bill for payment:

- i. Certified copy of attendance register.
 - ii. Report of work done signed by the assistant caretaker / caretaker / assistant manager / security officer
 - iii. Bank statement showing payment of minimum wages **(payment to labour / workmen shall be paid directly to their bank account)**.
 - iv. Declaration of compliance of Contract labour Act & Minimum wages Act.
 - v. Documentary evidence indicating the payment made towards PF/ESI, if applicable.
 - vi. Any other logbooks/ document as directed by the Bank.
- b) It may be noted that the Tenderers will first make the payment of wages to the labourers/ workers and then submit the Bill for reimbursement of the same along with the proof of remittance of wages to the workers. No advance payment will be made to the Tenderers under any circumstances.
- c) No variation in the above terms of payment will be acceptable to the Reserve Bank of India.

23. **Taxes:** The prices quoted shall be deemed to have included all taxes (except GST), custom duty, excise duty, local levies, works contract tax, Value Added Tax (VAT), service tax etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Section 194C of Income Tax Act, income tax will be deducted at source and a certificate for the same will be issued to the Tenderers. Further, in terms of section 51 of the CGST and AGST Act, 2017, two percent GST will be deducted at source.

24. **Insurance**

- a) The successful tenderer, at his own expense, arrange to obtain and maintain till the end of the contract period an "all risk policy" for the contract value in the joint names of the Bank and the Tenderers (the name of the former being placed first in the policy) against

all risks as per the standard all risk policy for Tenderers and workmen compensation policy any physical injury and/or death etc. of the persons engaged by them for this work and deposit such policy or policies with the Bank before commencing the works. The Tenderers shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

- b) The Tenderers shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Tenderers' employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The Tenderers shall indemnify the Bank and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

Note: These policies shall be valid till the completion of the work. If the Tenderers does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the Tenderers.

25. **Signing of Contract Agreement:** The General instructions to the tenderers' and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer, and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
26. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.

27. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected.
28. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
29. The Tenderers shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Tenderers rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Tenderers.
30. **Right to Accept Part Tender:** The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.
31. **Other Issues:** The Tenderers shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's officials. If in the opinion of the Bank's officials, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Bank, the Tenderers shall carry out the same without any extra charge.
32. The bidder should have Office at the place of contract with sufficient manpower to take care of replacement/reliever.
33. The bidder shall submit training certificate on Form 6 issued by licensed training agency in terms of Private Security Agencies Model Regulation 2006 or agency should be authorized to impart training from authorized trainer/training centre

34. Settlement of Disputes by Arbitration:

- a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after its completion and whether before or after the termination or abandonment or breach

of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the tenderer Tenderers is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice shall specify the matters which are in dispute or difference to which such written notice has been given. If both parties agree, a single arbitrator shall be appointed for this purpose. In case no agreement could be reached on the appointment of a single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

- b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
- c) The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.
- d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid.
- e) This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Tenderers shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or

arbitrators, as the case may be, shall relieve the Tenderers of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Tenderers hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

35. Compliance of the requirements of the Minimum Wages Act / Rules and Contract Labour (R & A) Act / Rules and other Laws/Rules/Notification as applicable

- a) The Tenderers shall be responsible to get himself registered under the Contract Labour (Regulation and Abolition) Act, 1970 / the Contract Labour (Regulation and Abolition) Central Rules, 1971 and other relevant laws, whenever it is required. The Tenderers shall follow all the relevant provisions of the Contract Labour (R & A) Act, 1970 and Contract Labour (R & A) Central Rules, 1971 and ensure to maintain all the records as prescribed there under and by the Office of the Labour Commissioner (Central).
- b) The Tenderers shall be responsible to make payment to their workmen strictly in accordance with the provisions of the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the Notifications issued there under by the Government of India from time to time. The Tenderers shall maintain the relevant records with regard to minimum wages as required under the Minimum Wages Act / Rules / Notifications issued by the Government of India from time to time.
- c) The Tenderers shall maintain all the documents, Registers and records as required under the Contract Labour (R & A) Act, 1970 / the Contract Labour (R & A) Central Rules, 1971, Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the relevant labour and general laws/Rules and Notifications and make the same available for inspection by the Bank or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.
- d) The Tenderers shall be responsible to ascertain any changes made applicable in the rates of minimum wages by the Government of India vide their Notification issued from time to time and shall implement the said changes and make payment of wages to their workmen accordingly with immediate effect and maintain all the records updated in this regard and keep the Bank posted with the said development producing the necessary documentary proof without delay.

- e) The Tenderers shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen's compensations Act, etc. and all Government Liabilities.
- f) The Tenderers shall be responsible for compliance of all the legal requirements as per the prevailing labour laws and other Laws / Rules / Regulations as the case may be and the Bank shall not, in any manner be responsible for any act, omission or commission on part of the Tenderers and no claim in this respect will lie against the Bank or his representatives.
- g) The proof of remittance of statutory contribution of PF (Bank and Employee) and ESI to the appropriate agency, for those workers deployed by the Tenderers to execute the contract work in the Bank, must be provided by the selected Tenderers/Agency to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.

36. Police Verification of all Workmen / Supervisors / Officials for entering in to the Bank's premises:

The successful tenderer shall submit the necessary Police Verification Certificate of each deployed workman / supervisors / officials from Local Police Authorities about his/her identity records. Any change of deployment also needs to be submitted for the above provision without any lapses.

I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal

Address:

Date:

PART I (Section V)
SCOPE OF WORK AND SCHEDULE OF QUANTITIES

Scope of Work will include following Areas and Manpower requirement:

A. Details of Areas

S. No.	Office Building	Manpower Requirement
1.	Office building at RBI, Itanagar	Guards: 02 Guards per shift. No. of shifts: 03 Total no. of Guards = 06
2.		2 additional guard as leave reserve in case any guard is on emergency leave
Total Number of Guards		8

- a) Tenderers to ensure minimum 8 Security Guards are made available in a day. In case any shortage in manpower on any given day, the Bank reserves its right to impose a penalty equal **at double the rate of daily wages of total absentees.**
- b) Security Guards can be an Ex-servicemen or trained civilian guards or a combination of both.
- c) Eligibility criteria to be a private security guard. —

A private security agency shall not employ or engage any person as a private security guard unless he—

- i. is a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify;
- ii. has completed eighteen years of age but has not attained the age of sixty years;
- iii. satisfies the agency about his character and antecedents in such manner as may be prescribed;
- iv. has completed the prescribed security training successfully;
- v. fulfils such physical standards as may be prescribed; and
- vi. satisfies such other conditions as may be prescribed.

(2) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organizations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.

(3) Every private security agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more of the following, namely:—

- (i) Army;
- (ii) Navy;
- (iii) Air Force;
- (iv) any other armed forces of the Union.
- (v) Police, including armed constabularies of States; and
- (vi) Home Guards.

d) The Tenderers shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Tenderers shall be from persons/ individuals of high integrity and good conduct and shall be conversant in Hindi and English languages.

B. Scope of Work

1. **Access Control:** Keep watch on person entering/ exiting from the premises. Maintain proper details of visitors by making entries in the register kept at the entrance for the purpose. Prevent trespassing, prevent unauthorized persons and vehicles, antisocial elements, stray dogs/ cattle and protect staff and families and property of the Bank.
2. **Patrolling** along the perimeter throughout the day and night.
3. **Fire Fighting** as and when required using the fire extinguishers provided at the office building during emergencies made available.
4. **Light Operation:** Switching on lights in staircase and the compound at 1800 hrs and switch off the same the same at 0600 hrs on daily basis.
5. **Key Management:** Handing/ Taking over of keys of VOFs, Office rooms, and premises of the office to bonafide staff.
6. Maintaining the visitor register, complaint register, etc. as prescribed by the Bank.
7. Keeping a record of e-commerce/courier delivery persons.

8. Any other duty/responsibility assigned by the Bank from time to time will have to be executed.

9. Guard on duty shall not leave the premises until his reliever reports for duty.

10. Communication: The agency will provide and keep one functional mobile phone with incoming and outgoing call facility in for official communication of in duty guard.

C. In case any person is found giving poor workmanship, misbehavior, disobeying instruction of the Bank etc., the agency will replace such person(s) from the work as directed by the Bank.

D. The interesting tenderers are advised to inspect the site with the prior permission from the Bank and ascertain the work to be executed before quoting their rates.

I/We hereby declare that I/we have read and understood the schedule of quantities of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal

Address:

Date:

PART I (Section VI)
TERMS AND CONDITIONS OF CONTRACT

1. **Agreement:** On receipt of intimation from the Bank the acceptance of his/ their tender, the successful tenderer shall be bound to sign the formal Contract agreement within fourteen days, in accordance with the draft agreement and the Schedule of Conditions, but written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the Person so tendering, whether such formal agreement is or is not subsequently executed within the stipulated period of Fourteen days. Unless the contract agreement is signed, no payment shall be entertained by the Bank. The agreement shall be executed in duplicate. One copy will remain in the custody of Bank and the second set of copy will remain in the custody of Tenderers. The agreement shall be made on necessary stamp paper (having worth equal to applicable stamp duty in the state) and the cost of necessary stamp duty on both the documents shall be borne solely by the Tenderers.
2. **Duration of Contract & Review:** The contract will initially be valid till March 31, 2025, and can be extended for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods or parameters as the Bank may decide. continued if the treatment and workmanship is found satisfactory. A quarterly review will be taken on the performance of the Tenderers. If within the first three months the work is found unsatisfactory, the contract can be terminated by giving 07 days' notice.
3. **Subletting Contract:** The Tenderers shall make all arrangements for carrying out the work as per the schedule of quantities, the Bank will not provide any kind of assistance in the form of men/ material. The Tenderers shall not assign or not sublet any portion of the contract except with the written consent of the Bank and no undertaking shall relive the Tenderers from the full and entire responsibility of the contract or from activity superintendence of the works during their process. In case of breach of these conditions, the Bank may serve a notice in writing on the Tenderers rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Tenderers.
4. **Nature of Work:** Work/job to be undertaken by the Tenderers through employment of security Guards /workers/employees is not of permanent nature.

5. All Security Guards should report to the designated Bank's officer. The working hours shall be for 08 hrs (including 30 minutes lunch break) with shift timings as mentioned below –
 - a. I Shift - 0600 hrs to 1400 hrs
 - b. II Shift – 1400 hrs to 2200 hrs
 - c. III Shift – 2200 hrs to 0600 hrs

06 working days in a week. However, Bank reserves the right to bring some variation in working hours for some workers, if required. Also, in case of an emergency the workers will have to continue to work till such time the emergency is over as per the directions issued by authorized person of the Bank.

6. **Maintenance of attendance records:** That the Tenderers shall be required to maintain permanent attendance register/roll which will be open for inspection and checking by the authorized officers of Reserve Bank of India, Itanagar. The register will be put up to Bank's officer on a daily basis. **In case of absenteeism of staff or deployment of a smaller number of guards than the agreed upon, Bank reserves its right to impose penalty at double the rate of daily wages of total absentees. No guard will be allowed to perform more than 8 hours of duty in a day (24 hrs). No double duties are permitted.** In case of breach Bank will have the right to deduct payment on pro rata basis and no representation will be entertained in this matter.
7. **Weekly Holiday** must be given to all security guards (which should be strictly adhered to) with an alternative arrangement as per Statutory Requirement without affecting services. Similarly leave must be given to the guards/ workers as per labour laws. No extra payment will be considered other than rates quoted by the firm.
8. **Payment of Wages:** Tenderers shall maintain a record of payment to the workers in accordance with the labour laws in the form of wage slip & will submit the same on monthly basis. The contractor shall also submit the copy of bank A/c statement of his staff reflecting credit of monthly salary, proof of ESIC payment for each security guard which shall be submitted along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages.
9. In case any **deficiency in services non-wearing of prescribed uniform, less manpower, double shifts by guards etc.**, is observed or brought to notice of the office a proportionate amount, as deemed suitable by the Bank may be deducted as penalty for deficiency in services from the monthly bill and in any case, it will not be refunded to the Tenderers, in future. The decision of the Bank with respect to imposition and enforcement of penalty shall be final and binding and that payment of penalty would in no way tantamount to regularization of any irregularity or whatsoever. The above penalties would be subject to cap of 20% of total AMC contract value.
10. **Uniform & Identity Cards** - Vendor will have to provide;

- a. proper uniform with full pants and full/ half shirt with a logo of the firm (Tenderers) and a badge mentioning "Security Guards", headgear, belt, safety shoes, whistle, torch and baton with company name written/ embossed to all Security Guards deployed at office premises.
 - b. During monsoon and winter necessary uniform articles like raincoat and winter wear shall be made available to guards by the Tenderers.
 - c. The Tenderers shall also issue company identity cards to his employees/security guards. In addition to this contract staff will also have to carry the Bank's contract worker visitor pass which shall be countersigned by the Bank's Security Manager.
 - d. All uniform articles will be made available at no additional cost and should be included in the administrative expenses of the vendor.
 - e. The Tenderers must bear the cost of the uniform. The same will not be reimbursed by the Bank. Also, it should not be charged to the staff employed.
11. **Surprise Checks:** That the Security Officer, Reserve Bank of India, Itanagar or any other persons authorized by him shall be at liberty to carry out surprise check on the persons as deployed by the Tenderers in order to ensure that persons deployed by him are doing their duties properly. In addition to this agency should also make necessary arrangements for regularly conducting surprise checks at odd hours (0000 hrs to 0400 hrs) to check the alertness of the guards deployed at office premises which should be at least once in a month in all the colonies. A separate register shall be maintained for recording the visit.
12. **Earnest Money Deposit:** of the successful tenderer/bidder shall be transferred to security deposit. The EMD/ security deposit shall be released without any interest to the Tenderers on termination of AMC.
13. **Retention Money/Security Deposit:** The Tenderers has to provide retention money in the form of irrevocable Bank Guarantee issued by a scheduled Bank in the prescribed proforma as given in [Annexure III](#) of the tender document.
14. **Deductions from EMD/Security Deposit:** All compensation or other sums of money payable by the Tenderers to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits, and Tenderers shall, unless such deposit as become otherwise payable, within ten days after such deduction make good the amount so deducted.
15. **Performance (Bank) Guarantee:** In addition to the EMD and retention money described above, the successful tenderer, within a period of 14 days from the date of award of work by the Bank, shall submit a Performance (Bank) Guarantee (to be arranged by the Tenderers at his own cost) obtained from any of the nationalized/ scheduled bank, in the format approved by the Bank for an amount equivalent to 5% of the contract value. This

is to ensure adherence to complete the work and execution with best quality workmanship.

The above-noted Performance Guarantee shall be valid up to the satisfactory completion of the work in all respects and shall have to be renewed by the Tenderers up to extended completion time, if any. In case, the Tenderers fails to comply with any of the above conditions, the Bank will be at liberty to invoke the Guarantee based on the certificate issued by the Bank's Security Manager. The Guarantee shall be released after issue of completion certificate.

16. **Clarification:** In all cases of omissions and/ or doubts or discrepancies in any item or specification a reference shall be made to the Bank whose elucidation, elaboration or decision shall be considered as authentic. The Tenderers shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
17. **Antecedent and Police Verification of Contract Staff:** The Tenderers shall ensure that the security guards employed have not been convicted by a court of law/ do not have criminal record or criminal proceeding against them. Full biodata (in format as prescribed under [Annexure-XI](#)), including passport size photograph, of each security guard employed for the job shall be submitted to the Bank. Police verification of the security guards will be provided by the Tenderers to the Bank before engaging them to the Bank. Tenderers shall also ensure timely renewal of police verification of each security guard employed for the job throughout the contract period. Also, in the event of change in any security guard, the same has to be intimated to the Bank in advance along with all the antecedents and Police Verification related documents of the new labour to be employed.
18. **Conduct of Contract Workers:** The Tenderers will take responsibility for the conduct and good behavior of his employees/ security guards and if any complaint is received against any of the employee/ security guards, the Tenderers shall arrange for his immediate removal and replacement from the Bank's premises. Further, the Tenderers shall ensure adherence to all the government laid guidelines and legal procedures while removing any contract labourer from service.
19. **Training:** The Tenderers should make necessary arrangements for conducting periodic training and refresher trainings for the guards deployed on various security related issues and on topics like roles and responsibilities of first respondent in case of any emergency/ medical emergency/ first aid/ disaster, etc.
20. **Sexual Harassment of Women:** The Tenderers /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 Tenderers / Agency and the Tenderers / Agency shall ensure appropriate action under the said Act in respect of the complaints. Any complaint of sexual harassment from any aggrieved employee of

the Tenderers against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Tenderers shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Tenderers, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Tenderers is proved. The Tenderers shall be responsible for educating their employees about prevention of sexual harassment at work place and related issues.

21. **Supervision & Quality of work:** The Tenderers shall ensure that the security guards employed by him do their work faithfully. Supervisor appointed by the Tenderers shall conduct surprise visits on a regular basis inside the premises to ensure that the staff are working properly.
22. **Extra Work:** No claim for any extra work shall be allowed unless it has been executed with the concurrence of the Bank. Any such extra work as authorized shall be made in accordance with the following provisions.
 - a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
 - b. Rates for all items, wherever possible, should be derived out of the rates given in the Price Bid (Part-II of Tender).
23. **Reporting & Coordination:** Tenderers shall, at least once in the month and/ or as and when called, in person visit the respective office for better coordination and / or performance review.
24. **Bank's Property:** Should any treasure, fossils, minerals or works of art of antediluvian interest be found during or while carrying out the works, the Tenderers shall give immediate notice of any such discovery and shall make over such finds to the Bank. Tenderers shall hand over the same to RBI and that Tenderers shall not claim any right title interest for the same.
25. **Unsatisfactory Service:** In case services rendered by the Tenderers are found to be unsatisfactory, a written notice shall be issued and the amount, on proportionate basis will be deducted from of bill.

26. Payment to Tenderers:

Payment of AMC bills shall be made on a **monthly basis** through NEFT on receipt of bill from the firm. The payment shall be made on actuals/ pro-rata basis subject to satisfactory service. The amount payable will be net of any recoveries for deficiency in services, imposed as per the provisions of this contract. The bill should be submitted as per GST format. Copy of following documents for a particular month duly certified by the firm to be submitted along with bill for payment:

- i. Certified copy of attendance register.
- ii. Report of work done signed by the assistant caretaker / caretaker / assistant manager / security officer
- iii. Bank statement showing payment of minimum wages
(payment to labour / workmen shall be paid directly to their bank account).
- iv. Declaration for compliance of Contract labour Act & Minimum wages Act.
- v. Documentary evidence indicating the payment made towards PF/ESI, if applicable.
- vi. Any other logbooks/ document as directed by the Bank.

It may be noted that the Tenderers will first make the payment of wages to the labourers/ workers and then submit the Bill for reimbursement of the same along with the proof of remittance of wages to the workers. No advance payment will be made to the Tenderers under any circumstances.

27. Rates: The rates shall remain firm during currency of the contract and the Tenderers shall not seek for any kind of increase in the agreed charges during the contract period.

28. Escalation Clause: The Statutory Charges will be proportionately varied as and when, the Minimum Wages/GST/any other statutory charges, taxes etc. are revised by the Labor Commissioner/Statutory authority, such revised rates will be binding on both the parties.

29. Payment by Tenderers to Contract Workers:

- a. Tenderer is advised to ensure payment of wage to all employee including contract workers only through bank account.
- b. Being a Principal Employer the Bank shall be at liberty to call upon the tenderer to submit the evidence in respect of complying with this condition at Bank's discretion.
- c. Photocopies of Wage slips duly signed by Tenderers and counter signed by each security guard to be submitted to Bank.
- d. The Tenderers will have to comply with the provisions of the Minimum Wages Act and other statutory obligations (i.e. the Employees Provident Fund, Employee State Insurance Corporation etc.) and submit proof of payment in respect of the same to the Bank. (This should include bank account details regarding payment of Employees Provident Fund, ESIC premium and wages).
- e. Security Guards if deployed on National Holidays shall be compensated appropriately by the Tenderers and the charges/expenditure for the same are to

be borne by the Tenderers. No extra payment in this regard shall be made by the Bank. The charges/expenditure for the same may be accounted for during submission of price bid.

30. **Certificate of Compliance of payment as per Minimum Wages Act & provision of amenities as per Contract Labour (Regulation and Abolition) Act, 1970 Act:** Before release of its payment a Tenderers has to submit a certificate that he has actually paid all the dues of all the labourers of all descriptions engage by him for completion of the warded job/ work at the rate which is not less than the one prescribe under the Minimum Wages Act 1948 and he has complied with the provisions of **Contract Labour (Regulation and Abolition) Act, 1970** CLRA Act with regard to providing the essential amenities to the contract labour. The veracity of such certificate may be verified by the Assistant Manager/ Manager nominated by the Principal Employer as his/ her representative and duly authorised to verify actual disbursement of wages by the Tenderers.
31. **GST Liability:** All the statutory deductions will be deducted at source excluding GST. Tenderer should have GST registration number and must quote their rates including GST levied by the Central Government and State Government at the prevailing rate while quoting their rates for various items and no claim in this regard shall be considered by the Bank at any stage. It is mandatory for Tenderers to disclose the breakup of his portion of tax liability while submitting the claims for payment i.e. taxable value and applicable taxes in prescribed bill format/schedule issued by GST council for composite or supply of goods and services as applicable in the cases. The Bank is not responsible for payment of GST for the service rendered by the Tenderers. It is the responsibility of the Tenderers to pay GST to the tax authority.
32. **Liability of damages to Bank's property:** Any damage to the Bank's property caused by the Tenderers will have to be made good by the Tenderers at his cost failing which the same will be deducted from the amount payable to the Tenderers.
33. **Liquidated damages** will be levied in following manner: In case of the requisite number of services for the duration of time as mandated on daily basis are not made available, Bank shall recover Damages on Pro-rata basis in respect of deficiency in number of services provided/ work executed and/or deficiency in duration of service (in hours), subject to a maximum of 20% of contract value.
34. **Right to Terminate Contract:** The Bank reserves the right to cancel the contract at any time before the due date if the services rendered are not found to be satisfactory by giving one month's notice. The decision of the Bank in this regard shall be final and binding on the Tenderers and no correspondence /compensation claim shall be entertained by the Bank in this regard.
35. **Indemnity and Liability of damages:** The firm awarded the contract will be fully liable for any damages suffered to the premises or to any person or any occupant or resident directly or indirectly by any services activity provided by the firm.

36. **Indemnity and Liability towards contract staff:** The Tenderers will be solely responsible for the risk involved during discharge of duties by his workers. The Bank accepts no liability towards guards/ labour deployed by the Tenderers.
37. **Undertaking for Statutory Compliance & Indemnity against non-compliance by the Tenderers:** An undertaking should be given on a Non Judicial Stamp paper of applicable value before award of work to the effect that if the particular job /work is awarded to him, he undertakes to actually pay wages to all the laborers of all descriptions to be engaged by him for completion of that particular job/ work, at the rate which is not less than the one prescribed under the **Minimum Wages Act 1948** and to ensure compliance of essential amenities as provided under the **Contract Labour (Regulation and Abolition) Act, 1970** and also keep the Principle Employer Indemnified against all the action that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.
38. **Cooperation with other agencies:** The successful tenderer must co-operate with Tenderers/(s) engaged by the Bank for other work so that the work shall proceed smoothly without any delay and to the satisfaction of the Bank.
39. **Labour License/ Contract Labour License:** Necessary contract license for deploying contract labour (as per prevailing **Contract Labour (Regulation and Abolition) Act, 1970**) shall be obtained from the central labour authorities.
40. **Statutory Compliance of Labour Laws including provisions of Industrial Disputes Act, Provident Fund, Employee State Insurance Act, Workmen's Compensation Act and other statutory liabilities:** The Tenderers shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., Employee's State Insurance Act, Workmen's compensations Act, etc. and all Government Liabilities.
41. **Safety Measures:** All safety measures as per the safety code shall be strictly adhered.

Checklist of Commercial Conditions

क्रं. Sr. No.	विवरण Description	बैंक की शर्त Bank's terms	क्या निविदाकर्ता को स्वीकार्य है (हाँ अथवा नहीं) Whether acceptable to the tenderer (YES or NO)
1.	बोली की वैधता Bid Validity	निविदा के भाग- I खोलने से तीन माह की अवधि तक 3 months from the date of opening of Part- I of the tender	
2.	बयाना जमा राशि Earnest Money Deposit (EMD)	एनईएफटी/ बैंक गारंटी के रूप में ₹69,300/- (उनहत्तर हजार तीन सौ रुपये मात्र) ₹ 69,300/- () in form of NEFT/ Bank Guarantee.	
3.	प्रतिधारण धन (प्रतिभूति जमा) Retention Money (Security Deposit)	पूरी अनुबंध अवधि के लिए अनुबंध लागत का 5% बैंक गारंटी के रूप में (केवल सफल बोलीदाता के लिए) 5% of the contract cost for the entire contract duration, in form of Bank Guarantee (only for the successful bidder)	
4.	निष्पादन गारंटी Performance Guarantee	ईएमडी और सिक्योरिटी डिपॉजिट के अलावा पूरी अनुबंध अवधि के लिए अनुबंध लागत का 5% बैंक गारंटी के रूप में (केवल सफल बोलीदाता के लिए) 5% of the contract cost for entire contract duration, in addition to EMD and Security Deposit, in form of Bank Guarantee (only for the successful bidder)	
5.	दरें Prices	मजदूरी का संशोधन भारत सरकार द्वारा संशोधित मूल न्यूनतम मजदूरी दर के अनुसार हर छह महीने में किया जाएगा। अनुबंध के पूरे कार्यकाल के दौरान उद्धृत लाभ / सेवा शुल्क में कोई बदलाव की अनुमति नहीं दी जाएगी The revision of the wages shall be done every six months in accordance with the	

		revision in minimum wage rates if any, by Government of India. No change in quoted profit/ service charge will be allowed during the entire tenure of the contract	
6	दंड Penalty	खंड J – “अनुबंध के नियम और शर्तें” के क्लॉज़ 6 और 9 के अनुसार In terms of clauses 6 and 9 of Section J- “Terms and conditions of Contract”	
7	ठेके की समाप्ति/ निर्धारण Termination/ Determination of contract	खंड J – “अनुबंध के नियम और शर्तें” के क्लॉज़ 2 और 34 के अनुसार In terms of clauses 2 and 34 of Section J- “Terms and conditions of Contract”	
8	भुगतान की शर्तें Terms of payment	निर्धारित दस्तावेजों को जमा करने पर मासिक आधार पर भुगतान किया जाएगा। Payment shall be made on Monthly basis on submission of prescribed documents.	
9	बीमा Insurance	खंड J – “अनुबंध के नियम और शर्तें” के क्लॉज़ 24 के अनुसार In terms of clause 24 of Section J- “Terms and conditions of Contract”	

I/We hereby declare that I/we have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal

Address:

Date:

PART II (Section I)
Part I - TECHNICAL BID

Annual Service Contract for providing Security Guards at Bank's Premises in Itanagar

Name of Tenderer: -----

Address -----

Landline-----

Mobile no. -----

Email id-----

Website address if any -----

Last date & time for Submission	September 17th, 2024, till 1400 Hrs.
Pre-Bid meeting	September 5 th , 2024, at 1130 hrs.
Validity of the tender	Three months from the date of opening of the PART- I of the Tender

PART II (Section II)
Part II - PRICE BID

(This is for illustrative purpose only, the Price Bid should not be submitted with Part I –Technical Bid. It should be submitted online in MSTC Portal)

Fixed Amount:

S. No.	Description	Rates	Total Amount per annum
I	Minimum Wages "X" (Basic + VDA for Central Govt Area C)*	19084	229008
II	EPF Contribution @ 12% of wages	2290	27481
III	EDLI Contribution @ 0.5% on max ₹ 15,000	95	1145
IV	EPF Administrative Charges @ 0.5% of wages	95	1145
V	ESIC Contribution @ 3.25% of wages	620	7443
Vi	House Rent Allowance (HRA) @ 8 % of "X" or ₹1800 (whichever is higher)	1527	18321
VII	ESI/ Medical Allowance on HRA @ 3.25% of HRA	620	7443
VIII	Bonus @ 8.33% (X x 8.33%)	1590	19076
IX	Uniform Outfit Allowance @ 5% of "X"	954	11450
X	Uniform Washing Allowance @ 3 % of "X"	573	6870
XI	Total wages plus EPF and ESI per Security guard per month	22090	265077
XII	Relieving Charges {1/6th of Total of Serial (xi)}	3682	44179
XII	No. of Security Guards		8
XIII	Total Fixed Cost per annum	206171	2474050

Price Bid Format: (to be filled by bidder online)

Fixed amount by the Bank	₹ 24,74,050.00 (A)
Quoted Service Charge In percentage % (including cost of uniform and training of security guards, Tenderers's profit & overhead, Workmen compensation policy, Tendererss all risk policy, Bonus payment to workers (if applicable), transportation, loading and unloading, freight charges, transit insurance and other administrative charges and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Good and Service Tax (GST))	(B) 18.58% (to be quoted as percentage of fixed amount, A)
Total Charges per Annum (C= A + B% of A)	29,33,728.00
GST @ 18% on Total Charges per Annum	5,28,071.00

Total Contract Value per Annum (E= C + D)	34,61,799.00
Total Contract Value Rounded off to nearest value	34,65,000

1. The intending tenderers are required to quote their service charge/ profit (inclusive of reliever/ leave reserve charges, cost of uniform and training of security guards, Tenderer's profit & overhead, Workmen compensation policy, Tenderers all risk policy, Bonus payment to workers (if applicable), transportation, loading and unloading, freight charges, transit insurance and other administrative charges and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Good and Service Tax (GST)) as percentage of the fixed amount given by the Bank. Quotations received in any other format will be summarily rejected.

For Example: -

If the Vendor wants to quote 20% as Service charge (including all costs except GST) on fixed amount, then he will quote only 20 in the respective field of price bid at MSTC website.

2. Rates quoted online are to be exclusive of GST. GST will be calculated extra on total charges to arrive at the contract cost and will be paid as applicable on actual basis. No separate claim in respect of any tax (other than applicable GST), duty or levy whether existing or future and/ or any other charges shall be entertained by the Bank.
3. The minimum wages notified for employees employed in Watch and Ward Services (without arms) as per order F. No. 1/ 7(1) 2024-LS-II dated April 01, 2024 has been considered for arriving at Fixed amount by the Bank.
4. The payment of wages and any future revision in this Fixed cost by the Bank (and accordingly, in contract cost) will be based on the minimum wages as notified by the Ministry of Labour and Employment for Watch and Ward Services (without arms).
5. The Rates of EPF, ESIC and EDLI Contribution and EPF Administrative charges indicated above are as per the extant government guidelines and the same is used to derive the Fixed amount. In the event of revision/ change in any of the above rates by the government, the Fixed amount and accordingly, the contract cost will be recalculated and revised accordingly.

I/We hereby declare that I/we have read and understood the schedule of quantities and contents of Part II of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of tenderer with seal

Address:

Date:

Annex I
LETTER OF OFFER

Place: _____

Date: _____

Shri Abhijit Majumdar
General Manager (O-i-C),
APFCL Building, Van Vihar,
Chimpu,
Itanagar - 791111

Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached price bid and in accordance in all respects with the specifications and instructions in writing referred to in the Articles of Agreement, General Conditions of the Tender, Schedule of Quantities and Terms & Conditions of Contract with such services and materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

(a)	Description of work	Annual Service Contract for Providing Security Guards for Office Premises at Itanagar
(b)	Estimated cost	Approximately ₹ Lakhs (Rupees Only)
(c)	Earnest Money Deposit (EMD)	₹.....(Rupees only) (bears no interest)(2% of the estimated cost)
(d)	Validity of Contract	Initially up to_____, 2024 (to be renewed for a maximum period of two years based on satisfactory performance).
(e)	Performance Guarantee	5% of the contract value (to be provided in the form of Bank Guarantee by the successful Agency)

2. We undertake to deposit a sum of /- ₹..... (Rupees..... Only) as Earnest Money with the Reserve Bank of India at the time of submitting the e-Tender documents which amount is not to bear any interest. 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 Agency to the Reserve Bank of India. We also agree to keep the Bank Guarantee towards performance guarantee valid during the entire period of tender.

3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

5. I/We understand that Reserve Bank of India reserve the right to accept or reject any or all of the tender either in whole or in part without assigning any reason thereof.

6. The Tender is submitted in two parts. Part I contains all commercial terms & conditions, technical particulars, EMD and Part II contains only the price bid in the Bank's proforma.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. Our bankers are (full address):

i)	
ii)	

9. The names of partners of our firm are:

i)	
ii)	

Name of the partner of the firm authorized
to sign

OR

Name of person having power of Attorney
to sign the Contract (certified true copy of

the Power of Attorney should be attached)

Yours faithfully,

Signature of Tenderers

Signatures and addresses of witnesses:

	Signature	Address
(i)		
(ii)		

Annex II
The Conditions Hereinafter Referred to Interpretation Clause

In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	"Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	"Tenderers" (in the case of a partnership)	"Tenderers" shall mean Firm trading in the name and style of providing security services/ man guarding services having a place of business at Itanagar, and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	"Tenderers" shall mean Shri _____ trading in the name and style of providing security services/ man guarding services and shall include his heirs, successors and legal representatives.
	(in the case of Company)	"Tenderers" shall mean Company, a company incorporated under Companies Act, 2013 or under any previous company law and having its full-fledged service setup at Kohima, and shall include its successors and assigns.
(c)	"Site"	Shall mean the site of the Contract Works including common peripheral area thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Tenderers's use.
(d)	"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications, etc. attached hereto and duly signed.
(e)	"Tender"	E-Tender being followed by https://www.mstcecommerce.com
(f)	"Bank's Officer/Caretaker"	The term "Bank's Officer/Caretaker" shall mean the person appointed and paid by the Bank to inspect the works. The Tenderers shall afford the Bank's Officer/Caretaker every facility and assistance for inspecting the works. Neither the Bank's Officer/Caretaker nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specifically conferred by a written order of the Bank's Officer with the prior concurrence in writing of the Bank. The Bank's Officer/Caretaker or any representative of the Bank shall have power to give notice to the Tenderers or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued.
(g)	"Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise

		proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(h)	“Act of Insolvency”	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(i)	“The works”	Shall mean the Annual Service Contract for providing Security Guards at Office Premises at Itanagar as provided herein.

Annex III
ARTICLES OF AGREEMENT

(Bank reserves the right to further modify/revise/change the content of the agreement)

This AGREEMENT is made at Itanagar on this ___ day of _____, Two Thousand Twenty-Four between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Itanagar, represented by its authorized officer Shri Abhijit Majumdar, General Manager (Officer-in-Charge), Itanagar - 791111 (hereinafter called "the Bank") on the one part and _____ (proprietorship/partnership firm/ Company), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____ (hereinafter called "the Tenderers") represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Bank had called for tenders from eligible Tenderers Annual Service Contract for providing Security Guards at Office Premises at Reserve Bank of India, Itanagar has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the said conditions have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderers has agreed to execute upon and subject to the Conditions set forth herein, and to the General Instructions to Tenderers' and Special Conditions of the Contract, Terms and Conditions of Contract, Scope of Work and Schedule of Quantities set forth in the tender document, (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon in the said Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement will come into effect from _____ and will remain in force up to _____, 2024 and annually extendable up to two more years, subject to mutual consent of both parties, satisfactory services rendered by the Tenderers, unless it is terminated as per the terms hereinafter contained. The renewal of the contract can be done after the expiry of the contract period, on an annual basis, on the same terms and conditions. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties. Also, during annual renewal escalation/increase should be given for Deployment of employees for Watch and Wards (without arms) whenever the notification

issued by Chief Commissioner (Central Government) under the provision of Minimum Wages Act 1948.

2. The charges of Rs. _____ (Rupees _____ only) will be inclusive of manpower, training needs and uniform articles to the guard employed and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily, subject to statutory deductions.
3. The Bank shall pay the Tenderers the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
4. The charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
5. The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.
6. The Tenderers shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.
7. The term "Bank's Manager/Manager/Manager-in-Charge" in the said Conditions shall mean the officer entrusted or any other successor of the Bank nominated by the Bank for that purpose will function as "Bank's Manager/Manager/Manager-in-Charge".
8. The Reserve Bank of India will administer and arrange for supervision of works through the Bank's staff including certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract, execution of the work, quality of work.-
9. The said conditions shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
10. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
11. All payments by the Bank under this Contract will be made only at Itanagar.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Itanagar and only Courts in Itanagar shall have jurisdiction to determine the same.

13. That the several parts of this Contract have been read by the Tenderers and fully understood by the Tenderers. The Tenderers shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Manager.

14. Non-Disclosure Clause: The Tenderers shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Tenderers during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Tenderers 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 Tenderers shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Tenderers shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Tenderers and the Bank shall be entitled to claim damages and pursue legal remedies. The Tenderers 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 Tenderers's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

15. Compliance with the provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

a) The Tenderers / Tenderers shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (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 Tenderers / Tenderers and the Tenderers / Tenderers shall ensure appropriate action under the said Act in respect of the complaints.

b) Any complaint of sexual harassment from any aggrieved employee of the Tenderers against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The Tenderers shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Tenderers, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Tenderers is proved.

d) The Tenderers shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

IN WITNESS WHEREOF the Bank and the Tenderers have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

If the Tenderers is a partnership or an individual.

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the Tenderers has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate here of to be executed on its behalf, the day and year first hereinabove written.

If the Tenderers is a company.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
Shri

(Name and designation)

In the presence of
(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by
In the presence of

If the party is partnership firm or an individual should be signed

(1)

Address

by all or on behalf of all the partners.

(2)

Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)

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

(1)

(2)

If the Tenderers signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED BY the Tenderers by the hand of Shri _____ and duly constituted attorney.

If the Tenderers is signing by hand of power of Attorney, whether a company or individual.

Annex IV

LIST OF SIMILAR WORKS (Previous Experience)

Details of Similar Qualifying Works Executed by the Firm/Agency during the last 5 Years

[illegible]

Note: Attach sheet if required. The details of previous experience and work for Reserve Bank of India in any of the centers may be separately provided in the above format

Signature of Applicant (with seal)

Annex V

DETAILS OF BIDDER

(to be submitted along with supporting documents)

S. No.	Particulars of the Company/ Firm	
1	Name and full address of the firm	
2	Registered Office with full address, Telephone No., Fax Nos., E-mail address, website URL	
3	Type of Company whether, Proprietorship, partnership etc.	
4	Name and address of the Proprietor/ Partners/Directors of the company	
5	Registration (Firm, company etc.)/Registration Authority, Date, Number etc.	
6	Income Tax Registration number (PAN)	
7	Goods and Services Tax Identification Number (GSTIN)	
8	Provident Fund Registration Number	
9	ESIC Registration Number	
10	Whether tenderer holding a License under Section 12 (1) of Contract Labour(R&A) Act 1970 read with section 21 of Contract Labour Act 1971. If so, furnish the details of license no. etc. and enclose a copy	
11	Date of ISO -9001 Certificate & Its validity period if applicable.	
12	Name and addresses and designation of the person who will represent the agency while dealing with the Bank (attach letter of authority)	
13	Experience in undertaking similar services to other organizations	_____years
14	Total value of the services provided to the other organization for the last 3 years.	2021-22 ₹
		2022-23 ₹
		2023-24 ₹
15	Whether financially sound to undertake services (Furnish audited balance sheet for last 3 years)	2021-22 ₹
		2022-23 ₹
		2023-24 ₹
16	Indicate if involved in any litigation	
17	Any civil suits pending in any of the orders executed, give details	

Place:

Date:

Signature with seal of the Bidder

Annex VI

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To

The General Manager (Officer-in-Charge)
Reserve Bank of India
APFCL Building, Van Vihar
Chimpu
Itanagar - 791111

Dear Sir

In consideration of your agreeing to accept the security deposit of (Rs _____ only) furnishable to you by M/s _____ (hereinafter referred to as "the Tenderers") in terms of their contract with you for "**Annual Service Contract for providing Security Guards at office building of the Bank**" as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the _____ extent of Rs _____ (Rupees _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Tenderers of any of the terms and conditions contained in the said Contract and in the event of the Tenderers making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of Rs _____ (Rupees _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Tenderers.

2. Notwithstanding anything to the contrary, your decision as to whether the Tenderers has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Tenderers after expiry of the relative guarantee period of the said Contract and after the Tenderers had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Tenderers or to postpone for any time or from time to time any of your rights or powers against the Tenderers and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Tenderers or any other forbearance, act or omission on your part or any indulgence by you to the Tenderers or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability _____ hereunder _____ beyond _____ the _____ limit _____ of Rs _____ (Rupees _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Tenderers or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Tenderers.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Tenderers hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Tenderers from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

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

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the Tenderers or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and Tenderers or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs _____ (Rupees _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address

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

Annex VII

Proforma of Bank Guarantee for Earnest Money Deposit/ Bid Security

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

Place: _____

Date: _____

To

The General Manager (Officer-in-Charge)
Reserve Bank of India
APFCL Building, Van Vihar
Chimpu
Itanagar - 791111

Dear Sir,

Annual Service Contract for providing Security Guards at Office Building RBI Kohima.

Ref.: NIT/ Advt.No.

date

WHEREAS

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

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ (Rupees only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as "the Tenderer/Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ _____ (Rupees only) in respect of EMD.

NOW THIS GUARANTEE 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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the 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 Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ ----- (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. We undertake to pay the amount claimed by the RBI forthwith upon 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 Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

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

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

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

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under 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

Yours faithfully,

For and on behalf of ----- Bank.

Authorised Official (with seal)

(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).

Annex VIII

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF TENDERERS

Name & Address of The Client:

Details of Works Executed by Shri/ M/s -.....

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid**	
9	Name & address of the authority under whom works executed	
10	i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory / Poor
	ii) Amount of work paid on reduced rates, if any	
11	i) Did the Tenderers go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
12	Comments on the capabilities of the Tenderers	

	a) Technical Proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial soundness	Outstanding / Very Good / Good / Satisfactory / Poor
	c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor
	e) General behavior	Outstanding / Very Good / Good / Satisfactory / Poor

Signature of the client with Seal

Note:

- i) All columns should be filled in properly countersigned.
- ii) The Client Certificates should be submitted for each of the Prequalification work/s
- iii) Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU.
- iv) Supported by adequate proof of payments received by the Tenderers for the work done by them.
- v) Client's report issued by private organization shall be accompanied by TDS Certificates

- vi) All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person.

**Annex IX
DETAILS OF BANKERS**

Details of our Banker/s are:

	Banker 1	Banker 2
Name of the Banker		
Name of the Branch and its complete Postal Address		
Name and Job –title of the Contact Person along with his/her Telephone No. (s). and Fax No(s) etc.		
Type of Account and Account No.		
Whether Credit facility/ Overdraft facility enjoyed by the Tenderers.		
The period from which the Tenderers has been banking With the Banker		
Any other information which the Tenderers may like to furnish about its Bankers:		

Authorized Signatory (With name)

Annex X

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm (whether Partnership/ Private Limited/Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
 - i) 2023-24,
 - ii) 2022-23,
 - iii) 2021-22
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹.....Lakhs.

(Signature)

For the Bank

Note:

- Bankers' certificates should be on letter head of the Bank, addressed to General Manager (Officer-in-Charge), Reserve Bank of India, Itanagar
- In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Annex XI
Bio-Data Form

(to be submitted in letter head of the Tenderers)

Name	
Father's Name	
Date of Birth	
Gender	
Educational Qualification	
Current Address	
Permanent Address	
Mobile No.	
Aadhaar No.	
PAN No.	
Bank Account Details	Account No.- IFSC Code-
PF (UAN) No.	
ESIC (IP) No.	
Ex-Serviceman	(Yes / No)
Body Parameters	Height-, Weight- Eye sight- (Left)(Right).....
Specimen Signature or Thumb impression	

The above details are verified by me and are supported with suitable documents.

Signature with official seal-

Name of Official-

Designation-

Place-

Date-

It is mandatory to submit Photocopy of Aadhaar Card or any other suitable Photo ID Card with this bio-data form.

PART II (Annex XI)

Annex XII

Checklist for documents to be uploaded on MSTC portal along with Part-1 of Tender

Sr. No.	Particulars of the documents	Submitted (Yes/ No/ Not Applicable*) *Kindly provide valid reason for non- applicability
1.	Tender Document issued by the Bank – duly filled, stamped and signed (including all Annexures, Minutes of pre-bid meeting and corrigendum if any)	
2.	Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the tender documents	
3.	Copy of NEFT Receipt/ Bank Guarantee as evidence of remitting EMD amount of ₹ 69,300 /-	
4.	Copy of PSARA License	
5.	Certificate of incorporation and Memorandum and Articles of Association / partnership deed/ other relevant certificate of registration for commencement of business	
6.	Particulars of tenderer (in format prescribed under Annexure-II) along with particulars of all the directors and responsible officials/ partners/ individual/individuals involved	
7.	Copy of PAN Card & other related Income Tax documents	
8.	Copy of GST Registration Certificate	
9.	Copy of MSMED Registration Certificate, if any	
10.	Copy of EPF Registration	
11.	Copy of ESIC Registration	
12.	Copy of License under Section 12 (1) of Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971	
13.	Work Orders and completion certificates in support of experience of more than 5 years in carrying out similar works	
14.	Details of similar qualifying works completed in last 5 years along with contact details of clients (in format prescribed under Annexure-I)	
15.	Work Orders for all similar qualifying works completed in last 5 years	
16.	Client's Certificates (in format prescribed under Annexure V) from different clients in letterhead of the client and signed by authorized signatory for all similar qualifying works completed in	

	last 5 years	
17.	Copy of TDS Certificates as a proof of payment for all client certificates issued by private organizations	
18.	Completion certificates for all similar qualifying works completed in last 5 years	
19.	Work Orders for previous experience, if any, of carrying out Works for the Reserve Bank of India at any center	
20.	Copies of the Audited Final Accounts for last 3 years and a certificate issued by Chartered Accountant indicating the turnover for the last 3 years	
21.	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders/ Income Tax Returns for last 3 years	
22.	Details of Bank Accounts along with Contact details of Banker(s) (in format prescribed under Annexure VI)	
23.	Banker's Certificate in letter head of the Bank and signed by authorized signatory	
24.	Valid document in support of having self-owned Establishment/ Set up/ Mechanism to provide training of guards and full-fledged service setup/ back office/ administrative office in Kohima	
25.	Undertaking of having all the required legal/ statutory approvals for carrying out this business at Kohima	
26.	Undertaking of not having convicted in a Court of Law or suspended / blacklisted by any organization on any grounds	
27.	Particulars of all Civil suits pending, if any	
28.	List of deviations, if any, in commercial terms and conditions	
29.	List of deviation, if any, in technical specifications	
30.	Other relevant documents, if any 1. 2. 3. 4. 5.	

Place:

Date:

Signature of the tenderer with seal