

SCHEDULE OF TENDER (SOT)**Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies**

Sr No.	Item	Description
1	E-tender No.	RBI/Bhubneswar/HRMD/24/19-20/ET/85
2	Mode of Tender	e-procurement system (Online Part I-Techno-Commercial bid and Part II-Price bid through www.mstcecommerce.com/eprochome/rbi)
	Estimated Amount	₹1,47,00,000 /-
3	Date of NIT available to parties to download	11:00 hrs of 31.08.2019
4	Pre-bid meeting	Offline at 15:00 hrs of 10.09.2019
6	Bid Open Date: Date of starting of e-tender for submission of online Techno-Commercial bid and Price bid at www.mstcecommerce.com/eprochome/rbi	11:00 hrs on 31.08.2019
7	Bid Closing Date: Date of closing of online e-tender for submission of Techno-Commercial bid and Price bid	14:00 hrs on 20.09.2019
8	Tender Open Date: a) Date and time of opening of Part-I (i.e. Techno commercial bid) b) Part-II Price bid: Date of opening of Part-II i.e. Price bid shall be informed separately	15:00 hrs on 20.09.2019 After doing the checking of prequalification criteria and viewing documents uploaded by the vendors.
9	Tender Close Date:	15:00 hrs on 30.04.2020

E-Tendering Procedure

Important instructions for E-Procurement

Bidders are requested to read the terms and conditions of this tender before submitting their online tender

1.	<p>Process of E-tender :</p> <p>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 P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>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.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC, before the scheduled time of the e- tender.</p> <p>Contact person (MSTC Ltd):</p> <p>1. Shri Tammana DMV Satyasai, SM(BM) – tsatyasai@mstcindia.co.in Ph- 09441487624/ 0674-2571699(D)</p> <p>2. Shri Ramavath Mahesh, AM – mahesh@mstcindia.co.in Ph- 08801281004/ 0674-2571699(D)</p> <p>B) System Requirement:</p> <ul style="list-style-type: none"> i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p><input type="checkbox"/> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p><input type="checkbox"/> Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
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2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system. Generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	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).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD (if any), Tender fees and Transaction fees (If any) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p>

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

RESERVE BANK OF INDIA

HUMAN RESOURCE MANAGEMENT DEPARTMENT

Bhubaneswar

www.rbi.org.in

Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies

PART-I

Name of Tenderer: -----

Address -----

Landline/Mobile no. -----

Date of online submission: Aug 31, 2019(11:00 HRS) to Sept 20, 2019 (14:00 HRS)

**RESERVE BANK OF INDIA
PROTOCOL AND SECURITY CELL
HUMAN RESOURCE MANAGEMENT DEPARTMENT
Bhubaneswar
www.rbi.org.in**

M/s. / Shri. _____

Madam/Dear Sir,

Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies

We are pleased to enclose the Tender forms in two parts (Technical bid -Part I & Price bid – Part II) for the above work and request you to offer your competitive tender. The Tender Form together with enclosures, if any, shall be completed in all respects as per the instructions and shall be forwarded to **Shri. Mahesh Kumar Mall, Regional Director, Reserve Bank of India, Bhubaneswar**. Part –I of the tender will be opened on Sept 20, 2019 at 3.00 p.m. The tenders received after the above time and date shall not be considered.

**Regional Director
Human Resource Management Department
Reserve Bank of India
Bhubaneswar**

Form of Tender (Part-I)



RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
BHUBANESWAR

Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies

The Regional Director
Reserve Bank of India
Human Resource Management Department
Pt. J.N. Marg
Bhubaneswar- 751001

Having examined the requirements, conditions, scope of work and schedule of quantities relating to the captioned work and having visited and examined the site of the works specified in the said Memorandum and also 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 at the rates mentioned in the attached schedule of quantities, specifications, and in accordance, with all respects, with the instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

2. Should this tender be accepted, I/we hereby agree to fulfil the terms and conditions of the contract and work as per the rate accepted by the Bank.

Date : _____ Signature and seal of the Contractor/Agency

Place: _____ Landline/Mobile No.

MEMORANDUM

(a)	Description of Works	Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies
(b)	Estimated Cost	₹ 147 Lakhs
(c)	Mode of Payment	Monthly. (On completion of month)
(d)	Time allowed for completion of work from the date of work order	One year from the tenth day of issue of work order. After one year, the contract is extendable on a yearly basis subject to review of performance of the operation contract.
(e)	Period for settlement of the bill	15 days from the date of submission of the bill.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable.

3. The details of our bankers are

Sr No.	Name of the Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

Name of the partner of the firm authorised 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 Contractor

List of Documents to be submitted for Technical Bid (Part I)

Tenderers are requested to enclose (upload in e-tendering portal) the following documents in Part I for examining their qualification/suitability. Opening of Part II (Financial/Price Bid) will be subject to satisfying the prescribed eligibility criteria:

1. Copy of the DGR Sponsorship Letter
2. Original Copy of DGR Empanelment Certificate (with photograph and signature of Proprietor / Directors)
3. Copy of valid PSARA Licence for the State of Odisha
4. Copy of Tax Returns filed for the last 3 years and audited Balance Sheet for 2016-17, 2017-18, and 2018-19.
5. The bidder must enclose the copy of terms and conditions duly signed by the authorized person(s).
6. Experience Details: List of similar contracts entered into by the bidder during the last 3 years (including orders on hand at present).

Any other document/s required to be submitted, as mentioned below or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.

The following may be noted:

- 1) Only one tender per bidder will be accepted.
- 2) It may be noted that the tenders not accompanied by any one of the above documents or satisfactory explanation thereof will be liable for rejection forthwith.

Note:

1. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.

2. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.

Date : _____ Signature and seal of the contractor/s

Place: _____ Landline/Mobile No

**Annual Maintenance Service Contract for Security at Main Office
Premises of RBI Bhubaneswar and its Residential Colonies**

Part-1

Terms and Conditions

1. The quotation are to be submitted through MSTC Portal only.
2. The quotation will be opened on the same day i.e. September 20, 2019 at this office at 03.00 P.M. by him or any other officer designated for the purpose in the presence of bidders or their authorised representatives, should they chose to be present.
 - a. Quotation shall remain valid for acceptance by the Bank for a period of **three months** from the date of opening the quotation which may be extended by mutual agreement and the bidder shall not cancel or withdraw the offer during this period.
 - b. The bidder must use only the format given by the Bank to fill in the rates.
 - c. Rate should be quoted in figures and words in columns specified. Failure to comply with either of these conditions will render the tender void at the Bank's option.
3. Before submitting the tender, the bidder may go through the general terms and conditions on which the work will be awarded by the Bank and required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being

awarded under this tender. Application containing false or inadequate information is liable for rejection.

4. The quotation should be signed by the person or persons who is duly authorized to do so on behalf of the organization (authorised signatory) and submit the quotation in token of his / their having acquainted himself / themselves with the general conditions of the contract, general specifications, conditions etc. as laid down. Any quotation with any of the documents not so signed will be rejected.
5. The Bank does not bind to itself to accept the lowest or any other quotation and reserves the right to accept or reject any or all the quotations without assigning any reasons what so ever and its decision will be binding on all the parties.
6. The Bank reserves the right to increase or decrease the quantities and even omit any item of the work after the order is placed and the contractor shall execute the same without claiming anything extra for the same. In this context the rate quoted for each item must be self-supporting and relevant.
7. The successful Agency shall execute an agreement on a stamp paper of required value for due performance of the contract within 10 days from the date of award of work. If the selected Agency fails to sign the formal agreement within 10 days of award of contract or fails to commence the work on due date, the letter of offer shall be treated as cancelled. The cost of necessary stamp paper of execution of the agreement shall be borne by the Agency.
8. **The contract shall commence from October 01, 2019 and shall remain in force for a period of one year subject to go ahead from the High Court of Odisha in W.P (C) of 9822 of 2019 (Madhusudan Dash versus Union of India and others).**
9. **The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on terms mutually agreed upon subject to the Agency having valid DGR sponsorship for the said duration. The contract will be realigned with the Bank's financial year after completion of first year.**

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

11. The Agency should submit a self-certified copy of the sponsorship for Security and allied services issued by Directorate General of Resettlement (DGR). The Agency will have to furnish the original DGR empanelment certificate for verification and return before opening of the financial bid. This is a mandatory condition.

12. Scope of work and services:

a) Duties and responsibility of Senior Security Guard:

- 1) One Guard in each shift will be designated as Senior Security Guard by the Agency. The Senior Security Guard will be responsible for overall security and watch and ward arrangement of the premises where deployed.
- 2) Senior Security Guard will ensure that all necessary instructions are communicated to the other Security Guards and there is no lapse of any kind in following these instructions.
- 3) The Senior Security Guard of each shift is accountable for the activities of his security guards during the shift. Monitor Shift wise Security deployment & brief all staff for specific instructions of the day.
- 4) At the beginning of the shift he will completely take over charge from the outgoing Senior Security Guard & while himself leaving on completion of his duty will hand over charge to the incoming Senior Security Guard in clear detail about the activities performed & works pending completion.
- 5) He will ensure through the Security Guards, all entry & exit movements of Men, Material & Vehicles is authorised and no deviations are permitted unless authorised.
- 6) Before mounting the shift on duty the Senior Security Guard will check the turn out of the staff, brief every guard of his post duties & pass on any specific

- instructions for the day for the concerned posts as applicable. Mobility of the guard on duty is of paramount importance.
- 7) During his duty he will monitor the checking of all out going / incoming workmen, contract labour, Contractors, & Vendors.
 - 8) During his checking rounds, the Senior Security Guard must try & gather information of any abnormal activities in his area of responsibility which if observed, first take corrective / preventive actions & simultaneously keep the Bank informed through Security Managers / Caretakers about it.
 - 9) Ensure upkeep & highest standard housekeeping of the Main Gates & ensure functioning of all security gadgets & apparatus deployed for routine work.
 - 10) Shall maintain liaison with Caretaker, Security Manager & Residents Welfare Association and be updated always on any changes taking place & inform the same to his Security Guards.
 - 11) Will follow the laid down procedure in case of Visitors. Will ensure he & his staff maintain a decent behaviour with anyone coming in or going out.
 - 12) He will always be ready to accept & assist / guide in handling any unforeseen eventualities.
 - 13) The Senior Security Guard shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the colonies and he will always be ready to assist with his available staff, in case of any accident or Fire Emergency.
 - 14) The Senior Security Guard should conduct checks on regular basis to ensure the effective functioning of security staff.
 - 15) During his shift he will also compulsorily move on all posts to check & ensure effective discharge of duties by the deployed Security Guards.
 - 16) The Senior Security Guard will maintain shift documentation as per laid down formats.
 - 17) The Shift Senior Security Guard will ensure all phone calls are received promptly & whenever required the concerned message is noted down &

passed on to the relevant persons / officials when they are available at the first next moment.

- 18) At the end of his shift duty will brief the Security Guards/Senior Security Guards of next shift all duties performed during his shift & pending works if any.
- 19) Any other task given by the Bank to improve security.

b) Duties of Security Guards

- 1) All Security Guards will report for duty ten minutes before their duty start time and will be well turned out.
- 2) After briefing by the Senior Security Guard they will clear doubts if any on the instructions passed on the day.
- 3) The Security guards manning the security/ check posts should be vigilant and available at their posts. Patrolling to be carried out on regular basis and its time wise record to be maintained.
- 4) The guards will keep a watch on the activities at the entrance/ exit gates as also inside the colony and any abnormality noticed will be instantly reported to the Supervisor on duty.
- 5) While on duty the guards will maintain a polite behaviour with the employees, residents and guests.
- 6) While on duty the guards will maintain a polite but firm behaviour with the contract labour but should not cause unnecessary obstruction to work.
- 7) Guards will not involve themselves in any of the activities they are supposed to check & prevent.
- 8) In case of any doubt the guard will not keep it to himself but will immediately seek help from Shift Supervisor or Security Officer.
- 9) While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities.

- 10) No guard, especially in night shift duty will ever be found sleeping. If found, sleeping on duty the guard will require to be removed from all of RBI's properties and the Security Agency will be penalized monetarily as per the penalty clause mentioned at [Annexure 3](#).
- 11) Guards on main gate duty will check the incoming/ outgoing employees/visitors/contractors/labourers, etc.
- 12) The boom barrier at the main gate of the colonies should always be in the lowered position.
- 13) The guard on main gate will maintain a log book for all visitors, vehicles and a separate log book in case of domestic helps, contractors, labour etc.
- 14) The security guards will ensure the operation of water pump at the fixed hours in the colonies.
- 15) The guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- 16) The guards on duty will also keep a watch on all the vehicles parked in the parking sites located within the premises of the Bank.
- 17) The guard should ensure that the street-dogs and stray cattles do not enter into the premises.
- 18) It should be ensured that flower plants, trees and lawns are not damaged either by the staff or by the outsiders.
- 19) The Senior Security Guards/ Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- 20) In emergent situations, Security Staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Senior Security Guards/ Security Guards should be sensitized for their role in such situations.
- 21) The Senior Security Guard/Security Guards are required to display courteous behaviour, especially towards ladies, children and elderly persons.

- 22) Any Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 23) Any other provisions as advised by the Bank subsequently may be incorporated in the agreement. The same shall also be binding on the Agency.
- 24) Any other related task given by the Bank to improve Security.

Terms and Conditions of the contract:

1. All the Security Guards provide shall be ex-servicemen from Armed Forces and shall be the employees of the Agency and all statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation, etc.
2. The Agency should be having a valid PSARA Licence for the State of Odisha.
3. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), rules and terms of DGR, EPF etc. with regard to the Security personnel engaged by him for works and for any other statutory obligation placed on the Security Agency by any Government Authority. Failure by the Agency on any of these terms shall constitute enough grounds for termination of the contract.
4. As far as EPF is concerned, it shall be the duty of the Agency to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel deployed and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, with full particulars of employees engaged. In case of any penalty/ liability on account of non-compliance on this aspect, the onus shall lie on the Agency.
5. The proof of depositing employee's contribution towards PF/ESI etc., will be required to be furnished by the Agency to the Bank when asked for.

6. The eight hours shift generally will be from 0600 hrs to 1400 hrs, 1400 hrs to 2200 hrs and 2200 hrs to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Bank from time to time depending upon the requirements. Prolong duty hours (more than 8hrs. at a stretch) shall not be allowed.
7. The list and service documents of staff going to be deployed shall be made available to the Bank before deployment.
8. Any change being made in the list of staff deployed shall be done in consultation with the Bank.
9. The Agency shall change the staff in case of any adverse observations made by the Bank, dereliction of duty, etc., or for any other reason pointed by the Bank.
10. In case of any employee being on leave/absent, the Security Agency shall ensure that a substitute is provided.
11. The Agency shall not deploy guards over the age of 55 years. Security Guards should
 - a) Have Standard of Physical Fitness and sound conditions of health
 - b) Have "Aye" medical category at the time of release
 - c) Have been relieved from service on completion of normal tenure, and not have been dismissed or discharged on account of misconduct or any such ground of indiscipline,
 - d) Be competent enough to handle W/T sets or such gadgets used for security arrangements and to maintain visitors' register,
 - e) Should be capable of handling situations of contingent fire or other unforeseen emergencies,
 - f) Not be from Non-Combatants groups (i.e. cook, barber, cobbler etc.)
 - g) Have been on the employment roll of the bidder for a minimum of six months before their deployment at RBI's sites.
 - h) The Agency shall be responsible for the entire risk coverage of Security Guards for the duration of such service with the Bank.

- i) The antecedents of staff shall be verified by the Agency from local police authority before they are deployed and an undertaking in this regard to be submitted to the Bank of having complied with this condition.
12. The Agency will maintain suitable registers on which day to day deployment of personnel at each location will be entered. This will be countersigned by the caretakers in the colonies and by security manager in the Bank premises. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
13. All liabilities arising out of accident or death while on duty shall be borne by the Agency. For this purpose the Agency shall maintain adequate insurance cover.
14. The Agency shall at its own expense, arrange to effect and maintain comprehensive insurance (workmen compensation policy for salary quoted) for its Senior Security Guards/Security Guards etc.
15. All necessary reports and other information will be supplied by the Agency as and when required.
16. The Agency shall depute a single nodal point of contact in its office for interacting with the Bank. The Agency should depute its authorised official once in a week to interact with the Bank for sorting out issues.
17. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank and shall not knowingly lend to any person or company any of the effects of the properties being managed.
18. The Agency shall be responsible to maintain all property and equipment of the Bank entrusted to it.
19. The security staff or any other employees of the Agency shall not accept any gratitude or reward in any shape.
20. The Agency shall have his own Establishment / Training Institute for training purpose at its own cost to ensure correct and satisfactory performance of its liabilities and responsibilities under the contract.

21. Under the terms of their employment agreement with the Agency the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency as long as they are deployed at Bank's premises.
22. That in the event of any loss caused to the Bank, as a result of any lapse on the part of the Agency which will be established after an enquiry conducted by the Bank, the said loss can be claimed from the Agency up to the value of the loss. The decision of the Bank will be final and binding on the Agency.
23. The Agency shall do and perform all such security and allied services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Bank may issue from time to time and which have been mutually agreed upon between the two parties.
24. The Agency shall be free to remove, redeploy or manage its employees deployed at the Bank's premises in any way it may desire but with prior information to the Bank.
25. The personnel engaged by the Agency shall at all times while deployed at the Bank's premises, will follow the duties as mentioned by the Bank in agreement with the Agency, failing which penalty(ies) as mentioned in the Working Penalty Cause will be imposed. The penalty on this account shall be deducted from the Agency's bills.
26. The personnel engaged have to be courteous with pleasant mannerism in dealing with the Bank's staff / visitors etc. and should project an image of utmost discipline.
27. The staff deployed by the Agency as Security Guards should be properly, cleanly and smartly attired and should display their identity cards while on duty. Their Uniforms should be ironed and shoes should be black and polished.
28. The Agency should display an "ideal uniformed photograph" at the main gate guard post in all colonies / Bank premises in consultation with Bank.
29. The Agency shall also display the photographs and details of Security Guards deployed at each location at the main gate guard post for proper information of all.

30. The payment would be made at the end of every month based on the actual shift manned/ operated by the personnel supplied by the Agency and based on the documentary proof signed by the authorised representative of the Agency and verified by the representative of the Bank. No other claim on whatever account shall be entertained by the Bank.
31. In case any of Agency's personnel(s) deployed under the contract is (are) absent, a penalty as mentioned in the Working Penalty Clause shall be levied by the Bank and the same shall be deducted from the Agency's bills. An official warning letter shall also be issued by the Bank to the Agency as it will be construed as exposing the security of Bank' property to a "Higher Risk" level.
32. In case any of Agency's personnel deployed under the contract fails to report in time and Agency is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty as mentioned in the Working Penalty Clause shall be levied.
33. In case any complaint is received attributable to misconduct / misbehaviour of Agency's personnel, a penalty a penalty as mentioned in the Working Penalty Clause shall be levied and the same shall be deducted from Agency's bill. Further the concerned personnel shall be removed from the deployment immediately. An official warning letter will be also be issued by the Bank.
34. Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses / fines.
35. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank , such money shall be deemed to be payable by the Agency. The Bank shall be entitled to recover the amount from the Agency by deduction from money due to the Agency.
36. The Agency shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

37. The Agency shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, whistle, lathis / ballams, umbrella, rain coats and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
38. Agency will provide one mobile phone at each location with adequate balance at its own cost to be used for communication purposes.
39. The Agency should have round the clock control room service in Bhubaneswar along with quick response teams to deal with emergent situations.
40. **FINANCIAL INCLUSION:** The Agency shall ensure that all the security guards deployed in the Bank premises are having a Saving Bank Account along with an ATM card. Payments of wages shall be paid through NEFT/ RTGS and wages must be paid by 10th of every month.
41. **SEXUAL HARASSMENT:** The Agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013). In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
42. The Agency shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Agency, for instance any monetary relief to a Bank employee, if sexual violence by the employee of the Agency is proved.
43. The Agency shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, ESI Act 1948, Workmen’s Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965,

Payment of Gratuity Act 1972, DGR Service Rules and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Agency shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.

44. **Working penalty:** As mentioned in [Annex 3](#).

45. **Arbitration:** Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, herein before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Regional Director or to the sole arbitration of some other person appointed by the Regional Director willing to act as such arbitrator. The case referred to arbitration shall be other than those for which the decision of the General Manager (HRMD) is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of RBI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, the Regional Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

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

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

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

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

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

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

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

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

46. Jurisdiction of court: This agreement is subject to jurisdiction of the **Odisha High Court.**

47. Period of contract:

The contract shall commence from the date of awarding the contract by RBI and shall remain in force for a period of one year.

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

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

48. Risk Clause:

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

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

49. Payment to the Agency

The Agency shall raise the bill on completion of every month and the payment shall be made within 15 days from the date of submission of complete bill with supporting documents. As the Bank follows National Electronic Fund Transfer (NEFT) method only, the successful Agency should complete NEFT procedure immediately on receiving the work order.

Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period and a certificate to this effect of having made the payment in full should be submitted along with the next month's bill.

The receipts of having made the statutory payments to the Govt. also needs to be submitted along with the next month bill, without which the bill may not be processed.

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

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

50. Audit:

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

If any underpayment is discovered, the amount shall be duly paid to the Agency by the Bank.

51. Outsourcing:

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

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

52. Bank Guarantee: The successful contractor shall furnish along with the execution of the contract, a Bank Guarantee (BG), of Rupees One Lac Twenty Thousand Only, equal to 10% of One Month Contract Value (including GST), which shall be valid for a period of Sixty (60) days after the expiry of contract period. The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

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

SIGNATURE & SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)

A. Format I**Format of Technical Bid
(To be given on tenderer's letter head)**

The Regional Director
Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies

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

- a. I/ We certify that before signing this bid, I/ We have read and fully understood all the terms and conditions and instructions laid down in tender document and undertake to abide by them.
- b. I/ We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the DGR and other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, Leave, Relieving charges, uniform, etc., also need to be paid as prescribed under various statutes, by me / us.
- c. I/ We undertake that complete security of the Bank's properties shall be ensured by our Agency.
- d. I / We also understand that the Regional Director, Reserve Bank of India, Bhubaneswar has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.

- e. I/ We have valid DGR Empanelment Certificate and sponsorship along with PSARA licence for the State of Odisha, registration in respect of Employees Provident fund/ Employees State Insurance/ Service Tax etc., copies of which are enclosed herewith.
- f. I/ We agree and undertake, if our bid is successful and accepted, to provide the security services in accordance with the requirement of the Bank.
- g. I/ We also understand that the penalty may be levied in the event of failure on my/ our part to execute the agreement within the specified time or in case of breach attributable to me/ us of the terms and conditions, or failure on my/ our part to duly execute the work.

Authorized Signatory

(Name & Seal)

Documents to be submitted along with the application:

1. Copy of the DGR Sponsorship Letter
2. Original Copy of DGR Empanelment Certificate (with photograph and signature of Proprietor / Directors)
3. Copy of valid PSARA Licence for the State of Odisha
4. Copy of Tax Returns filed for the last 3 years and audited Balance Sheet for 2016-17, 2017-18, and 2018-19.
5. The bidder must enclose the copy of terms and conditions duly signed by the authorized person(s).
6. **Experience Details:** List of similar contracts entered into by the bidder during the last 3 years (including orders on hand at present).

The following may be noted:

- 1) Only one tender per bidder will be accepted.

2) It may be noted that the tenders not accompanied by any one of the above documents or satisfactory explanation thereof will be liable for rejection forthwith.

B. Particulars of the tendering Company/Firm

1.	Name of the Company/Firm	
2.	Type of Company whether, Proprietorship, Partnership etc.	
3.	Name and address of the Proprietor/ Partners/ Directors of the Company	
4.	Registration (firm, company etc.) / Registration Authority, Date Number etc.	
5.	Registered office address and telephone number & email address	
6.	Office address through which the work will be handled (together with email id of authorised official)	
7.	Experience in undertaking similar services to other organizations	____ Years
8.	Total value of the contract entered into with other organizations for the last 3 years	Rs. Rs. Rs.
9.	Furnish Balance Sheet for last 3 years	
10.	Whether providing security services to any of the Government/Semi-Government Undertaking/s	

	and if so, furnish details	
11.	PAN No. (copy of PAN card issued by the Income Tax Department)	
12.	Provident Fund Account No.	
13.	ESI Number	
14.	Licence number under Contract Labour (R&A) Act	
15.	Indicate if involved in any litigation	
16.	Any disputes (including with statutory authorities) are pending and details of the stage of proceedings	

Signature of the applicant with Seal

C. Details of Banker/s

(To be given on tenderer's letter head)

Particulars	Banker 1	Banker 2
Name of the Branch and its complete postal Address		

Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No.(s) etc.		
Type of Account and Account No.		
Whether Credit Facility/Overdraft facility enjoyed by the Agency.		
The period from which the Agency has been banking with the Banker.		
Any other information which the vendor may like to furnish about its Bankers:		
IFSC code of the Branch		

Authorized Signatory
(With name & Seal)



RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
BHUBANESWAR

Limited Tender for Annual Maintenance Service Contract for Security at Reserve Bank of India Bhubaneswar Main Office Premises and its Residential Colonies

(The price bid should not be submitted with Technical Bid (Cover-1). It should be submitted at Online Portal under Section- Price Bid/Cover-2)

E-tender Ref No. RBI/Bhubneswar/HRMD/24/19-20/ET/85

PART - II (PRICE BID ONLY)

NAME OF THE CONTRACTOR / AGENCY: -----

ADDRESS: -----

Date of online submission: Aug 31, 2019(11:00 HRS) to Sept 20, 2019 (14:00 HRS)

Annexure 2

Format II (Financial Bid)
(To be given on tenderer's letter head)

Annual Maintenance Service Contract for Security at Bank's Main Office Premises and Residential Colonies

Part – II

Schedule of Quantities

Item No.	Description of item	Quantity	Rate (Per Security Guard Per Month without GST)	Rate (Per Security Guard Per Month inclusive of GST @18%)	Total Amount in Rs. Per Annum For 28 Security Guards (inclusive of GST)
1	To provide Security at RBI Main Office Premises including Parking Areas and Residential Colonies	28 Security Guards (Ex-Servicemen)			

Place:

Signature of the Agency with Office Seal

Date:

Annexure -3**Working Penalty Clause**

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

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

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

S No	Service Level Agreement (SLA)	Failure Tolerance Level	Risk	Penalty per Month
	General			
1	Failure to monitor thefts / pilferage regularly at assigned area.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
2	Staff shall not be Missing from duty/ post.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
3	Failure to intimate of incidents immediately to Security Manager	Zero	High	Minimum 0.5% To Maximum 3%

				of the bill value.
4	Staff shall not sleep on duty Should be alert at all time	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
5	Misbehaviour by the Staff with any employee / visitors etc.	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
6	Failure of the officer/Supervisor in handing and taking over of duties during shift change and failure in follow up of SOPs	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
7	Misuse of Bank property/ equipment.	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
8	Trainings shall be conducted as per calendar approved from Bank by the Agency	Minimum one training session to all staffs in a month- (Zero)	Low	Minimum 0.2% To Maximum 2% of the bill value.
9	Round the clock patrolling in each shifts	Patrolling minimum 1 time in a hour during Day / Night - (Zero)	Low	Minimum 0.2% To Maximum 2% of the bill value.
10	Senior Security Guard / Shift IC to ensure Team performance & discipline is maintained at all the time	Zero	Low	Minimum 0.2% To Maximum 2% of the bill value.
11	Smart Turnout, Good Uniform with ID card at all the time.	Zero	Low	Minimum 0.2% To Maximum 2% of the bill value.

Penalty per Month

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

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

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

S No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1	Shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
2	Deploying the employee beyond 8 hours in a day.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
3	Failure to deploy 100% security staff in each shift.	Should not be less than 98% attendance on daily shift basis- (Zero)	High	Minimum 0.5% To Maximum 3% of the bill value.
4	Higher grade staff shall not be deployed in lower grade.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
5	Failure to comply with the Applicable laws	Zero	Medium	Minimum 0.3% To 6Maximum 3% of the bill value.
6	Deploying the Staff/employees without giving weekly-off.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.

7	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
8	Statutory requirement documents to be provided on by keeping one register each i.e., -Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
9	Participation in the Vendor compliance Audit.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
10	Statutory requirement documents to be provided on time i.e., -PF/ESI	Before 5th of every month	Medium	Minimum 0.3% To Maximum 3% of the bill value.
11	Failure to pay the salary with in 10th of each month	on or before 10th every month	Medium	Minimum 0.3% To Maximum 3% of the bill value.

Penalty per Month

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

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