



**भारतीय रिज़र्व बैंक  
संपदा विभाग  
नई दिल्ली  
निविदा आमंत्रण सूचना (एनआईटी)  
(RBI/ Delhi Regional Office/Estate/4/25-26/ET/216)**

**भारतीय रिज़र्व बैंक, नई दिल्ली की विभिन्न संपत्तियों के लिए सुरक्षा सेवाएँ प्रदान करने के लिए ई-निविदा**

1. भारतीय रिज़र्व बैंक, नई दिल्ली (जिसे आगे "बैंक" कहा जाएगा) पात्र और इच्छुक सुरक्षा एजेंसियों/फर्मों से "भारतीय रिज़र्व बैंक, नई दिल्ली की विभिन्न संपत्तियों के लिए सुरक्षा सेवाएँ प्रदान करना" के लिए ई-निविदा आमंत्रित करता है। निविदा की अनुमानित वार्षिक लागत GST सहित ₹ 5,85,61,913/- (पाँच करोड़ पिचासी लाख इकसठ हजार नौ सौ तेरह रुपये मात्र) है। निर्धारित संविदागत दायित्वों के अनुसार, अनुबंध की प्रारंभिक अवधि कार्य आदेश में निर्दिष्ट तिथि से एक वर्ष के लिए होगी।

2. यह एक खुली निविदा है। केवल वे फर्मों ही निविदा प्रक्रिया में भाग ले पाएंगी जो एमएसटीसी पोर्टल पर पंजीकृत हैं। निविदा दस्तावेज देखने/डाउनलोड करने के लिए 23 जून, 2025 को शाम 05:00 बजे से वेबसाइट [www.mstcecommerce.com/eproc/](http://www.mstcecommerce.com/eproc/) और वेबसाइट <https://website.rbi.org.in/web/rbi/tenders> पर उपलब्ध होगा।

3. यह तीन कवर वाली ई-टेंडरिंग प्रक्रिया है। पहले ई-कवर में ईएमडी जमा करने का प्रमाण एमएसटीसी पोर्टल पर अपलोड करना होगा। दूसरे ई-कवर यानी पार्ट-1 (टेक्नो-कमर्शियल बिड) को केवल उन बोलीदाताओं द्वारा खोलने पर विचार किया जाएगा जिन्होंने बैंक को ईएमडी जमा कर दी है और पहले ई-कवर में प्रमाण अपलोड कर दिया है। दूसरे ई-कवर यानी टेंडर के पार्ट-1 में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिन पर बोलीदाताओं को सहमत होना होगा। तीसरे ई-कवर यानी टेंडर के पार्ट-॥ (मूल्य बोली) में बैंक की आवश्यक मात्रा/सेवाओं की अनुसूची और एमएसटीसी पोर्टल पर ऑनलाइन जमा की जाने वाली बोलीदाताओं की मूल्य बोली होगी।

4. विधिवत भरे गए निविदा दस्तावेज एमएसटीसी वेबसाइट <http://www.mstcecommerce.com/eproc/> पर अपलोड किए जाएंगे। सभी प्री-क्वालिफिकेशन (पीक्यू) पेपर केवल एमएसटीसी पोर्टल पर अपलोड किए जाएंगे और बैंक द्वारा जांच के लिए निविदा के दूसरे ई-कवर यानी भाग-॥ को खोलते समय डाउनलोड किए जाएंगे। निविदा की समय-सीमा और अन्य विवरण इस प्रकार हैं:

|    |   |   |
|----|---|---|
| क) | ई-निविदा संख्या   | RBI/ Delhi Regional Office/Estate/4/25-26/ET/216  |
| ख) | कार्य का नाम  | “भारतीय रिज़र्व बैंक, नई दिल्ली की विभिन्न संपत्तियों के लिए सुरक्षा सेवाएँ प्रदान करना”  |
| ग) | निविदा का तरीका   | ई-प्रोक्योरमेंट सिस्टम<br>(पहला ई-कवर जिसमें ईएमडी का प्रमाण होगा, दूसरा ई-कवर अर्थात भाग I - तकनीकी-वाणिज्यिक बोली और तीसरा ई-कवर अर्थात भाग II - मूल्य बोली)<br>निविदा केवल एमएसटीसी लिमिटेड के ई-निविदा पोर्टल ( <a href="https://www.mstcecommerce.com/eproc/"><u>https://www.mstcecommerce.com/eproc/</u></a> ) के माध्यम से की जाएगी। |
| घ) | अनुमानित लागत   | जीएसटी सहित ₹ 5,85,61,913/- (पाँच करोड़ पिचासी लाख इकसठ हजार नौ सौ तेरह रुपये मात्र)  |
| ङ) | बयाना जमा राशि  | ₹ 11,71,238/- (ग्यारह लाख इकहत्तर हजार दो सौ अड़तीस रुपए मात्र)। निविदा दस्तावेज के खंड III (a) के खंड संख्या 13 में आगे का विवरण दिया गया है।  |
| च) | वह तारीख जब पक्षों के लिए एनआईटी डाउनलोड करने हेतु उपलब्ध होगी  | 23 जून, 2025 को शाम 05:00 बजे से  |
| छ) | बोली-पूर्व बैठक की तिथि और स्थान  | 21 जुलाई, 2025 को प्रातः 11:00 बजे ऑफ-लाइन।<br>स्थान: भारतीय रिज़र्व बैंक, प्रथम तल, संपदा विभाग, नई दिल्ली।  |
| ज) | <a href="https://www.mstcecommerce.com/eproc/"><u>https://www.mstcecommerce.com/eproc/</u></a> पर ई-निविदा (ईएमडी, तकनीकी-वाणिज्यिक बोली और मूल्य बोली) ऑनलाइन प्रस्तुत करने की तारीख | 21 जुलाई, 2025 को शाम 05:00 बजे से  |
| झ) | एमएसटीसी पोर्टल पर प्रथम ई-कवर में ईएमडी जमा करने के प्रमाण की अंतिम तिथि और भुगतान का तरीका डिमांड ड्राफ्ट/बैंकर्स चेक/बैंक गारंटी होने की स्थिति में मूल ईएमडी दस्तावेज जमा करना    | 04 अगस्त, 2025 दोपहर 12:30 बजे  |
| ञ) | ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) ऑनलाइन जमा करने की अंतिम तिथि  | 04 अगस्त, 2025 दोपहर 02.00 बजे  |
| ट) | क. प्रथम ई-कवर खोलने की तिथि और समय (जिसमें ईएमडी जमा   | क. 04 अगस्त, 2025 अपराह्न 03:00 बजे<br>ख. प्रथम ई-कवर में ईएमडी की प्राप्ति के सत्यापन के   |

|    |  |  |
|----|--|--|
|    | <p>करने का प्रमाण शामिल हो)</p> <p>ख. दूसरे ई-कवर (जिसमें भाग-। अर्थात् तकनीकी-वाणिज्यिक बोली शामिल है) खोलने की तिथि</p> <p>ग. तीसरे ई-कवर (जिसमें भाग ॥ अर्थात् मूल्य बोली शामिल है) खोलने की तिथि</p> <p>टिप्पणी: निविदा उन बोलीदाताओं के अधिकृत प्रतिनिधियों की उपस्थिति में खोली जाएगी जो उपस्थित होना चाहते हैं।</p> | <p>बाद 04 अगस्त, 2025</p> <p>ग. केवल उन बोलीदाताओं का तीसरा ई-कवर, अर्थात् भाग ॥ (मूल्य बोली), जो भाग-। (तकनीकी-वाणिज्यिक बोली) में अर्हता प्राप्त करेंगे, बाद की तारीख में खोला जाएगा, और इसकी सूचना ईमेल के माध्यम से अर्ह बोलीदाताओं को दी जाएगी।</p> |
| ठ) | बोली वैधता   | दूसरे ई-कवर अर्थात् निविदा के भाग-। (तकनीकी-वाणिज्यिक बोली) के खुलने की तिथि से तीन माह (90 दिन), जिसकी अवधि आपसी सहमति से बढ़ाई जा सकेगी, तथा बोलीदाता/बोलीदाता इस अवधि के दौरान निविदा को रद्द या वापस नहीं लेंगे।                                     |
| ड) | लेनदेन शुल्क   | एमएसटीसी द्वारा चार्ज किया जाएगा।<br>एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे/एनईएफटी/आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान   |

5. आरबीआई ने निविदा प्रक्रिया में निम्नलिखित स्वतंत्र बाहरी जांचकर्ता (मॉनिटर) नियुक्त किए हैं-

क. श्री नागेश्वर राव कोरिपल्ली, आईआरएस (सेवानिवृत्त)

पता: 38, द ट्रेल्स, मणिकोंडा, आर. आर. जिला, हैदराबाद- 500089

मोबाइल- 09788919555, 08985970045

ईमेल: [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com)

ख. श्री प्रमोद श्रीपद फाल्निकर, आईपीएस (सेवानिवृत्त)

पता: ए-2, 602, फेज-।, आदित्य शगुन, सीएचएस, एनडीए-पाषाण रोड, बावधन, पुणे, महाराष्ट्र- 411021

मोबाइल- 09011943674

ईमेल: [pramodphalnikar@gmail.com](mailto:pramodphalnikar@gmail.com)

6. बैंक सबसे कम कीमत वाली निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
नई दिल्ली



**Reserve Bank of India  
Estate Department  
New Delhi**

**NOTICE INVITING TENDER (NIT)  
(RBI/ Delhi Regional Office/Estate/4/25-26/ET/216)**

**E-Tender for Providing Security Services at various properties of Reserve Bank of India, New Delhi**

1. Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) invites e-tender for “Providing Security Services at Various Properties of Reserve Bank of India, New Delhi” from eligible and willing Security Agencies/ Firms. The estimated annual cost of tender is ₹5,85,61,913/- (Rupees Five Crore Eighty-Five Lakh Sixty-One Thousand Nine Hundred Thirteen only) including GST. The initial period of Contract will be for one year from the date specified in the Work Order, as per laid down Contractual obligations.

2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from 05:00 PM onwards on June 23, 2025 from the website [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) and is also available on website <https://website.rbi.org.in/web/rbi/tenders> for download.

3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD to the Bank and uploaded the proof in the first e-cover will be considered for opening.** The second e-cover i.e., Part-I of the tender will contain the Bank’s standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank’s schedule of quantities/services required and bidders’ price bid to be submitted online on MSTC portal.

4. The duly filled in tender documents shall be uploaded on MSTC website <https://www.mstcecommerce.com/eprocn/>. All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part-I of the tender for examination by the Bank.

The timeline and other details of the tender are as follows:

|   |             |  |
|---|-------------|--|
| A | e-Tender no | RBI/ Delhi Regional Office/Estate/4/25-26/ET/216 |
|---|-------------|--|

|   |  |   |
|---|--|---|
| B | Name of Work   | Providing Security Services at various properties of Reserve Bank of India, New Delhi   |
| C | Mode of Tender   | e-Procurement System<br>(First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid)<br>The tendering would be done only through the e-Tendering portal of MSTC Ltd ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ) |
| D | Estimated Cost (Annual cost)   | ₹ 5,85,61,913/- (Rupees Five Crore Eighty-Five Lakh Sixty-One Thousand Nine Hundred Thirteen only) including GST  |
| E | Earnest Money Deposit  | ₹ 11,71,238/- (Rupees Eleven Lakh Seventy-One Thousand Two Hundred Thirty-Eight only). Further details have been provided at Clause no. 13 of Section III (a) of the tender document.   |
| F | Date of NIT available to the parties to download   | June 23, 2025 at 05:00 PM onwards   |
| G | Date and Place of Pre-Bid meeting  | Off-line on July 21, 2025 at 11:00 AM.<br>Venue: Reserve Bank of India, 1 <sup>st</sup> Floor, Estate Department, New Delhi.  |
| H | Date of starting of online submission of e-tender (EMD, Techno-Commercial Bid and Price Bid) at<br><a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> | July 21, 2025 at 05:00 PM onwards   |
| I | Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee | August 04, 2025 at 12:30 PM   |
| J | Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)   | August 04 at 02.00 PM   |
| K | a. Date and time of opening of first e-cover (containing proof of submission of EMD)<br>b. Date of opening of second e-cover (containing Part-I  | a. August 04, 2025 at 03:00 PM<br>b. August 04, 2025 after verification of receipt of EMD in first e-cover  |

|   |  |   |
|---|--|---|
|   | <p>i.e., Techno-Commercial Bid)</p> <p>c. Date of opening of third e-cover (containing Part II i.e., Price Bid)</p> <p>Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present</p> | <p>c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)—shall be opened on a subsequent date, and it would be intimated to qualified bidders through email.</p>                                   |
| L | Bid Validity   | Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period. |
| M | Transaction Fee  | <p><b>Charged by MSTC</b></p> <p><b>Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED</b></p>  |

5. RBI has appointed following Independent External Monitor (IEM) in the tendering process-

- a. Shri Nageshwar Rao Koripalli, IRS (Retd)  
Address: 38, The Trails, Manikonda, R. R. District, Hyderabad- 500089  
Mob- 09788919555, 08985970045  
Email: [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com)
- b. Shri Pramod Shripad Phalnikar, IPS (Retd.)  
Address: A-2, 602, Phase-I, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra- 411021  
Mob- 09011943674  
Email: [pramodphalnikar@gmail.com](mailto:pramodphalnikar@gmail.com)

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

Regional Director  
Reserve Bank of India  
New Delhi



**Reserve Bank of India  
Estate Department**

**6, Sansad Marg, New Delhi-110001**

**Part - I**

**E-TENDER FOR PROVIDING SECURITY SERVICES AT VARIOUS PROPERTIES  
OF RESERVE BANK OF INDIA, NEW DELHI**

Name of Bidder:

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Postal Address with Pin code:

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Phone /Fax / Mobile No.:

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Email Address:

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## Table of Contents

| Sections / Annexures                  | Description  | Page No. |
|---------------------------------------|--|----------|
|                                       | <b>Disclaimer</b>  | 7        |
| <b>PART I - Techno Commercial Bid</b> |  |          |
| Section I                             | Schedule of E-Tender (SOT)   | 8-9      |
| Section II                            | Important instructions regarding E-tender (Instructions for bidding on MSTC and contact details at MSTC)                                       | 10-13    |
| Section III                           | <b>General Rules and Instructions to the bidders</b><br>(Instructions to assist the prospective Bidders in preparation and submission of Bids) |          |
| Section III (a)                       | General Instructions to bidders  | 14-21    |
| Section III (b)                       | Eligibility Criteria   | 22-26    |
| Section III (c)                       | Evaluation of Bids   | 27-28    |
| Section III (d)                       | Checklist of documents to be submitted with the tender   | 29-30    |
| Section IV                            | <b>General and Specific Conditions of Contract</b><br>(Conditions that shall govern the Contract)  |          |
| Section IV (a)                        | Scope of Work and Services   | 31-37    |
| Section IV (b)                        | Terms and Conditions of the Contract   | 38-54    |
| Section IV (c)                        | Penalty Clause   | 55-56    |
| Section V                             | <b>Annexures to Various Sections</b>   |          |
| Annexure I                            | Form of e-Tender   | 57-59    |
| Annexure II                           | Shortlisting / Eligibility Criteria Formats  |          |
| Format 1                              | Basic Information  | 60-61    |
| Format 2                              | Previous Work Experience   | 62-63    |
| Format 3                              | Works qualifying Eligibility   | 64-65    |
| Format 3A                             | Client's Certificate Regarding Performance of Their Contractor   | 66-67    |
| Format 4                              | Financial Status   | 68       |
| Format 5                              | Form of Bankers' Certificate from a Scheduled Bank   | 69       |
| Format 5A                             | Details of Bidder's Banker   | 70       |

|                                       |  |         |
|---------------------------------------|--|---------|
| Annexure III                          | Format For Power of Attorney for Authorized Signatory  | 71      |
| Annexure IV                           | Letter of Undertaking  | 72      |
| Annexure V                            | Integrity Pact   | 73-80   |
| Annexure VI                           | Undertaking regarding declaration of debarment by public institution(s)  | 81-82   |
| Annexure- VII                         | Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder                                   | 83      |
| Annexure VIII                         | Proforma for Bank Guarantee In Lieu of Earnest Money Deposit   | 84-86   |
| Annexure IX                           | Proforma of Performance Bank Guarantee   | 87-89   |
| Annexure X                            | Articles of Agreement  | 90-108  |
| Annexure XI                           | Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India | 109-110 |
| <b>PART II – Financial /Price Bid</b> |  |         |
| Section VI                            | Financial /Price Bid   | 111-114 |
| Annexure-XII                          | Wage Analysis  | 115-117 |

## **DISCLAIMER**

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) has prepared this document to give background information on ‘Providing Security Services at various properties of Reserve Bank of India, New Delhi’ to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the tender for ‘Providing Security Services at various properties of Reserve Bank of India, New Delhi’. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule 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 bidder submitting the tender. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for security services. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

**Section I: Schedule of Tender (SOT)**

The Schedule of e-Tender (SOT) is as follows:

| Sl. No. | Item   | Details   |
|---------|--|---|
| 1.      | e-Tender No  | RBI/ Delhi Regional Office/Estate/4/25-26/ET/216  |
| 2.      | Tender Inviting Authority  | Regional Director<br>Reserve Bank of India<br>Estate Department<br>New Delhi<br>Tel No.: 011-23353075<br>Email id: <a href="mailto:gpcnewdelhi@rbi.org.in">gpcnewdelhi@rbi.org.in</a>   |
| 3.      | Name of work   | E-Tender for Providing Security Services at Various Properties of Reserve Bank of India, New Delhi  |
| 4.      | Location   | Various Properties of Reserve Bank of India, New Delhi, detailed in the Scope of Work (Section IV(a))   |
| 5.      | Mode of Tender   | e-Procurement System<br>(First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid)<br>The tendering would be done only through the e-Tendering portal of MSTC Ltd ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. |
| 6.      | Estimated annual cost of tender (including Taxes)                        | ₹ 5,85,61,913/- (Rupees Five Crore Eighty-Five Lakh Sixty-One Thousand Nine Hundred Thirteen only)  |
| 7.      | Date of NIT available to the parties to download                         | June 23, 2025 at 05:00 PM onwards   |
| 8.      | Date and Place of Pre-Bid meeting  | Off-line on July 21, 2025 at 11:00 AM.<br>Venue: Reserve Bank of India, 1 <sup>st</sup> Floor, Estate Department, New Delhi.  |
| 9.      | Earnest Money Deposit  | ₹ 11,71,238/- (₹Eleven Lakh Seventy-One Thousand Two Hundred Thirty-Eight only). Further details have been provided at Clause no. 13 of Section III (a)   |
| 10.     | Date of starting of online submission of e-tender (proof of EMD, Techno- | July 21, 2025 at 05:00 PM onwards   |

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|     | Commercial Bid and Price Bid)<br>at<br><a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>   |   |
| 11. | Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee | August 04, 2025 at 12:30 PM   |
| 12. | Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)   | August 04, 2025 at 02:00 PM   |
| 13. | Date and time of opening of first e-cover (containing proof of submission of EMD)  | August 04, 2025 at 03:00 PM<br>(in the presence of the authorized representative of the bidders who choose to be present)   |
| 14. | Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)  | August 04, 2025 after verification of receipt of EMD<br>(in the presence of the authorized representative of the bidders who choose to be present)  |
| 15. | Date of opening of third e-cover (containing Part II i.e., Price Bid)  | Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)–shall be opened on a subsequent date, and it would be intimated to qualified bidders through email.<br>(in the presence of the authorized representative of the bidders who choose to be present) |
| 16. | Bid Validity   | Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.   |

## **Section-II**

### **Important instructions regarding E-tender**

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) (Version 3)

1) Vendors are required to register themselves online with

<https://www.mstcecommerce.com/eprocn/>

Register as Vendor -- Filling up details and creating own user id and password Submit.

For further details, go to Download Guide / Video / Registration.

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

#### **Contact details:**

##### **a) HO Central Help Desk:**

Phone Number :07969066600

Email: [helpdeskho@mstcindia.in](mailto:helpdeskho@mstcindia.in) (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all Working Days for all Technical issues e-Tenders, System settings etc.

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

Northern Regional Office:

Shri Setu Dutt Sharma, Senior Manager,

Mob No: - 7878055855

[nroopn3@mstcindia.in](mailto:nroopn3@mstcindia.in)

| Address  | Mail ID  | Contact  |
|--|--|--|
| 30/31A Jeevan Vikas Building,<br>1st Floor, Asaf Ali Road (opp.<br>Hamdard), New Delhi - 110 002 | <a href="mailto:mstcnro@mstcindia.in">mstcnro@mstcindia.in</a> | (011) 23212357,<br>(011) 23215163,<br>(011) 23217850 |

**c) Contact person at RBI, New Delhi**

i. Sh. Sanjay Kumar, Assistant General Manager

Contact No.:011-23353075

Email: [gpnewdelhi@rbi.org.in](mailto:gpnewdelhi@rbi.org.in)

ii. Ms. Kagitapalli Susmitha, Manager

Contact No.:011-23353075

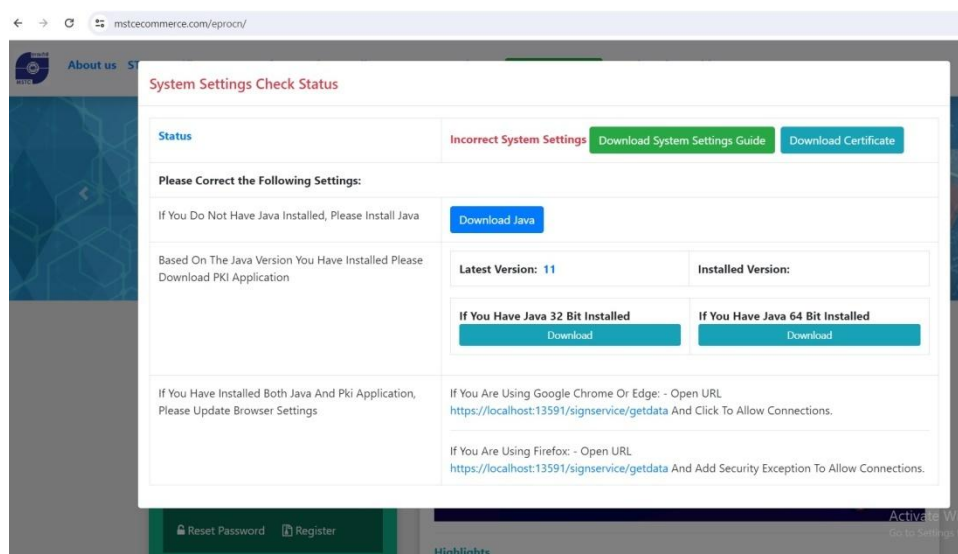
Email: [gpnewdelhi@rbi.org.in](mailto:gpnewdelhi@rbi.org.in)

**Guide for application process-**

**1.System Requirement:**

For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available

<https://www.mstcecommerce.com/eprocn/>



**2. Special Note towards Transaction fee:**

The vendors shall pay the transaction fee to MSTC using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Bidder/Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

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

3. The vendors are required to ensure that their corporate email-ID provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

### **5. Bidding in E-tender:**

Note: Vendors are instructed to use “Upload Documents” link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through “Attach Document” link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any, are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → New Common Portal → Bid Floor



Manager→ live event →Selection of the live event→ Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and “Common Terms” tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the “Attach Documents” and/or saving “Common Terms” step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the “Price Bid” link becomes active and the same has to be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid have been saved, the bidder can click on the “Final Submission” button to register their bid.

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding Contract between Buyer and the Bidder for execution of supply/work. Such successful Bidder shall be called hereafter SUPPLIER/CONTRACTOR.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

i) 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.

j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her acceptance of terms and conditions for the e-Tender.

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

**Section III – General Rules and Instructions to Bidders****Section III (a) - General Instructions to bidders**

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|----|--|
| 1. | <p><b>Bids in Three cover /Two bid system</b></p> <p>i. The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender part I (Techno-commercial bid), complete eligibility criteria, details, etc. and the third e-cover shall contain duly filled in tender part II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the MSTC Portal, using valid Digital Signature Certificates.</p> <p>ii. The instructions given above under “Important instructions regarding e-tender” (Section II) are meant to assist the bidders in registering on the MSTC Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MSTC Portal. The duly filled-in tenders, as above, can only be submitted on MSTC Portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).</p> |
| 2. | <p><b>Definitions</b></p> <p>Clause 1 of Section IV (b) details Definitions which shall apply to the entire Tender Document.</p>   |
| 3. | <p><b>Shortlisting of bidders for opening part II of the tender</b></p> <p>The Part-I (Techno-Commercial bid) of the bidders who fulfil the <b>eligibility requirement</b> provided in Section III(b) will be evaluated as per the <b>evaluation process</b> provided in Section III(c). Only bidders who qualify in Part – I (Techno-Commercial Bid) will be eligible for the opening of third e-cover i.e., Part-II (Price bid).</p>   |
| 4. | <p><b>Clarifications and pre-bid meeting</b></p> <p>i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting.</p> <p>ii. The bidders’ designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting.</p> <p>iii. The minutes of the pre-bid meeting will be published on the RBI website and MSTC only and the same shall be binding on all the bidders.</p>   |

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|    | Any tender received with any deviation/ Condition is liable for rejection.  |
| 5. | <p><b>Site Visit</b></p> <p>The bidder is required to provide security services to various premises of the Bank as indicated in this document {Section-IV (a)} and is advised to visit and acquaint himself/ herself with the site conditions. The cost of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to all the premises and is aware of the operational and site conditions prior to the submission of the tender documents.</p>  |
| 6. | <p><b>Amendment to Tender document</b></p> <p>(i) At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the tender document by an amendment and the same will be uploaded on RBI's website (<a href="https://website.rbi.org.in/web/rbi/tenders">https://website.rbi.org.in/web/rbi/tenders</a>).</p> <p>(ii) The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document.</p> <p>(iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.</p> |
| 7. | <p><b>Integrity pact</b></p> <p>The bidder shall be required to enter into an agreement called <b>Integrity Pact (IP)</b> with the Bank. The IP envisages an agreement between the Bank and the bidders as per the approved proforma given in Annexure V, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the Contract. The IP shall be applicable from the stage of invitation of the tender. The tender of those bidders which do not contain the IP in the approved proforma shall be liable for rejection. Integrity pact as per the format at Annexure V shall be executed in non-judicial stamp paper appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper shall be borne by the bidder.</p>   |
| 8. | <p><b>Debarment</b></p> <p>A bidder is liable for debarment/disqualification from bidding on the following grounds:</p> <p>(1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:</p> <p>(i)</p> <p>a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.</p>  |

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|    | <p>b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.</p> <p>c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process.</p> <p>d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.</p> <p>e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of Contract: which can affect the decision of the procuring entity directly or indirectly.</p> <p>f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.</p> <p>g. obstruction of any investigation or auditing of a procurement process.</p> <p>h. making false declarations or providing false information for participation in a tender process or to secure a Contract;</p> <p>(ii) failed to disclose conflict of interest.</p> <p>(iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.</p> |
|    | <p>(2) For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.</p>  |
|    | <p>(3) If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bharatiya Nyaya Sanhita 2023 (BNS) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement Contract.</p>  |
|    | <p>The bidder has to submit an undertaking in the format provided in Annexure VI.</p>   |
| 9. | <p><b>Documents Comprising the Bid</b></p> <p>The Tender shall comprise the following:<br/> <b>First e-cover (Online Submission Only) –</b><br/> Details of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-Tender.</p>   |

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|     | <p><b>Second e-cover i.e., Part I (Techno-Commercial Bid)- (Online submission Only)</b></p> <p>Checklist as specified in Section III(d).</p> <p>Power of Attorney (as per proforma given in Annexure-III) in favor of person signing the tender/bid.</p> <p>Duly filled-in and signed tender document consisting of:</p> <p>(a) Part I: Techno-Commercial bid viz., entire Tender Document (excluding Part-II) duly signed. Each page of the tender document shall be signed.</p> <p>(b) Duly filled in, signed, and certified as stated in each document / formats/Annexures.</p> <p><b>Third e-cover i.e., Part-II (Price Bid) (Online Submission Only)</b></p> <p>Part – II (Price Bid) must be submitted online on MSTC portal using valid digital signatures.</p>  |
| 10. | <p><b>Preparation of bid and Cost of bidding</b></p> <p>i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender 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 of the work and all matters pertaining thereto.</p> <p>ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.</p> <p>iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.</p> |
| 11. | <p><b>Format to be used</b></p> <p>The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.</p>   |
| 12. | <p><b>Filling of rates</b></p> <p>i. The amount for each item should be worked out and requisite totals should be given in the specified column.</p>  |

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|     | <p>ii. In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the tender shall be considered incomplete and shall not be considered.</p> <p>iii. No advice of any change in rate or conditions after the opening of the tender will be entertained.</p>  |
| 13. | <p><b>Earnest Money Deposit</b></p> <p>i. Bidders are required to submit Earnest Money Deposit (EMD) for ₹ 11,71,238/- (Rupees Eleven Lakh Seventy-One Thousand Two Hundred Thirty-Eight only) and the proof of its submission must be uploaded in the first e-cover of the tender on MSTC portal.</p> <p>ii. EMD is to be submitted only through one of the following modes –</p> <ol style="list-style-type: none"> <li>Through NEFT to the following account (preferably):<br/>Beneficiary: Reserve Bank of India, New Delhi<br/>Account No.: 186003001<br/>IFS Code: RBIS0NDPA01 (Please read 5th and 10th character of IFSC as zero)<br/>In remarks, the name of the bidder and tender number should be mentioned.</li> <li>Through Demand Draft/ Banker's Cheque from a Scheduled Bank drawn in favour of Reserve Bank of India, New Delhi</li> <li>Through Bank Guarantee from a Scheduled Bank as per Annexure VIII drawn in favor of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least up to validity of the tender as per Clause 20 of this Section III(a)).</li> </ol> <p>iii. EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to Assistant General Manager (Administration) of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.</p> <p>iv. Under no circumstances EMD will be accepted in any other form than stipulated above. Further, EMD submitted in account of another Office of the Bank shall not be considered. Scanned copy of Demand Draft/ Banker's Cheque/ Bank Guarantee has to be uploaded as proof of submission in first e-cover.</p> <p>v. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD before the due date and uploaded the proof in the first e-cover, will be considered for opening.</p> <p><b>vi. Release of EMD:</b> The EMD of bidders other than successful bidder shall be returned/refunded on expiry of bid validity (including extended validity) as</p> |

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|     | <p>per clause 20 of Section III(a) or on award of work to the successful bidder whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Bank Guarantee (PBG) as per Clause 4 of Section IV(b).</p> <p><b>vii. Forfeiture of EMD:</b> The EMD will be forfeited (a) if the bidder withdraws bid after opening of the Price Bid or (b) if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit or (c) fails to execute the agreement or produce PBG (d) On violation of Integrity Pact.</p>  |
| 14. | <p><b>Undertaking on Legal Actions / Litigation / Arbitration by the Bidder</b></p> <p>The bidder must warrant that there is <b>no legal action</b> being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender for Providing Security Services, it shall provide details of the action(s). The bidder shall also provide details of works where <b>civil lawsuit / litigation/ arbitration cases</b> were/are initiated. The bidder shall give the above details as per proforma given in Annexure VII.</p>   |
| 15. | <p><b>Signing of Bid, Power of Attorney</b></p> <p>i. Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per Annexure III.</p> <p>ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.</p> |
| 16. | <p><b>Modification / Substitution/ Withdrawal of Bids</b></p> <p>No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.</p>  |
| 17. | <p><b>Bid Due Date</b></p> <p>Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.</p>  |
| 18. | <p><b>Late bids</b></p>  |

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|     | No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.   |
| 19. | <p><b>Opening of bids</b></p> <p>i. Duly filled first e-cover, second e-cover i.e., Part-I (Techno-Commercial Bid) of the tender, will be opened on MSTC portal on the time and date, as specified in NIT / Schedule of e-Tender in the presence of authorized representatives of the bidders who choose to be present.</p> <p>ii. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid) shall be opened on a subsequent date after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.</p>  |
| 20. | <p><b>Bid Validity</b></p> <p>Tender shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.</p>   |
| 21. | <p><b>Evaluation of bids</b></p> <p>The Bank will examine and evaluate bids as per clauses of Section III (c).</p>   |
| 22. | <p><b>Acceptance of Tender and Award of Work</b></p> <p>i. On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of: -</p> <p>(a) Articles of agreement in format prescribed in Annexure X (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the Contractor. One certified copy of the agreement will be handed over to the Contractor by the Bank.</p> <p>(b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondences leading thereto.</p> <p>(c) Integrity Pact in original</p> <p>(ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form).</p> <p>(iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently.</p> |



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|     | (iv) The successful bidder shall take over the entire work within five days of notification of award of work or later as decided by the Bank.   |
| 23. | <b>Performance bank Guarantee</b><br>Performance Bank Guarantee (PBG) for an amount equal to five per cent of the Contract amount from a scheduled bank in the proforma at Annexure IX shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in clause 4 of Section IV(b).   |
| 24. | <b>Taxes / Duties / Levies</b><br>i. The estimated cost includes all taxes including Goods and Service Tax (GST)<br>ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.  |
| 25. | <b>Bank's right to accept or reject any or all the bids</b><br>i. Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids.<br>ii. The tenders which are not in consonance with the Central Minimum Wages Act and / or any other Labour laws will be treated as invalid.   |
| 26. | <b>Land Border Clause -</b><br>Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory.<br>In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annex - XI).<br>If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future. |

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:  
Seal)

Authorized Signatory (With Name/Designation and

### Section – III (b) Eligibility Criteria

The present tender is being invited for Security Services under which the Outsourcing Agency (hereinafter referred to as “Bidder”) shall provide uniformed and trained personnel under its employment to provide security of building, equipment, materials, staff, and residents at various premises of the Reserve Bank of India, New Delhi (hereinafter referred to as “ the Bank”) as indicated in this document. The eligibility criteria shall be as under:

| Criteria                                  | Requirement  | Forms / Documents to be furnished  |
|---|--|--|
| 1. Composition of the firm/ organization: | <p>The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished.</p> <p>Joint Ventures are not allowed</p> | <p>Tenderer should fill up information in <b>Format 1</b> annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/Deed/another relevant document/s</p> <p>(ii) Power of Attorney in Annexure III</p>   |
| 2. Duration of past experience            | <p>(i) The bidder should have a minimum of five years of experience in executing similar works (providing Security services) during the last five years ending <u>May 31, 2025</u></p>   | <p>(i) Bidder should fill up the information in <b>Format 2</b> annexed hereto indicating client-wise names of similar work(s) (providing Security services) awarded and actual cost(s), completion date stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of minimum five years of experience of completed similar work/s viz. copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of</p> |

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|  |  | <p>executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(i) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>   |
| 3. Minimum value of each completed similar work/s* | <p>The bidder must have experience of successfully providing similar services (Security Services) to Government Departments/ Offices, Airports, Banks, Financial institutions, Training centers, MNCs etc. during last 5 years ending May 31, 2025, of value as under:</p> <p>(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated annual cost of the tender.</p> <p>Or</p> <p>(b) Two similar completed works each costing not less than amount equal to 50% of the estimated annual cost of the tender.</p> <p>Or</p> <p>(c) One similar completed work costing not less than the amount equal to 80% of the estimated annual cost of the tender.</p> | <p>Tenderer should fill up the information in <b>Format 3</b> annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s.</p> <p>(i) Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) in case of works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) in case of works executed for private companies.</p> <p>(ii) Client certificate/s for each of the qualifying work as per the <b>Format 3A</b> annexed hereto. It is necessary for the bidders to have a satisfactory performance with its previous and</p> |

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|                              |   | <p>existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids.</p> <p>Also, if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it should be mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.</p> |
| 4. Annual Financial Turnover | The bidder shall possess minimum Annual Financial Turnover of estimated annual cost of this tender or more during the last three financial years viz. 2021-22, 2022-23 and 2023-24. | <p>The bidder should fill up the information in <b>Format 4</b> annexed hereto and be certified by Chartered Accountant to be submitted along with the following documents:</p> <p>(i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for number of financial years as referred to in <b>Format 4</b>.</p> <p>(ii) Copies of the Income Tax Returns for the last three financial years viz. 2021-22, 2022-23 and 2023-24.</p>              |
| 5. Solvency                  | The bidders should have a Solvency of value not less than 100% of estimated annual cost of tender.  | <p>(i) The bidder should furnish a solvency certificate issued by the bidder's banker specifically issued for this work not earlier than <u>January 01, 2025</u>, in <b>Format 5</b>.</p> <p>(ii) Bidder should submit details of their Banker in <b>Format 5A</b>.</p>   |
| 6. Registrations             | The bidder must have PAN, GST Registration, Registration under Employee   | Bidder must submit Copy of PAN, GST Registration Certificate, Certificate for Registration under  |

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|  | State Insurance Act, PF registration and registration under labour laws.  | Employee State Insurance Act, Certificate for EPF registration, registration under labour laws. |
| 7. Local Presence of at least one year | The bidder should have an office at the place of Contract i.e., NCT of Delhi with sufficient manpower to take care of day to day operational issues.  | The bidder shall submit documentary proof in support of having an office in NCT of Delhi.       |
| 8. Training Setup                      | 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 center. | The bidder shall submit documentary proof in support of training infrastructure/ arrangement.   |
| 9. License under PSARA 2005            | The bidder must have a valid license under "The Private Security Agencies (Regulation) Act, 2005". The license must remain valid during the period of the Contract and should be renewed from time to time.   | The bidder shall submit a certified copy of the license.  |

**Notes:**

- (i) Bids received without the supporting documentary proofs specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.
- (ii) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.
- (iii) The bid submitted by a bidder who is found to be not satisfying the eligibility criteria will be disqualified from further processing of the tender.
- (iv) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Authorized Signatory (With Name/Designation and  
Seal)

### Section III (c) Evaluation of Bids

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (b) after opening the second e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD before the due date and uploaded the proof in the first e-cover.
2. The bidders must submit all the requisite documents prescribed in the tender document in the second e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.
3. The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
4. To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids '[gpcnewdelhi@rbi.org.in](mailto:gpcnewdelhi@rbi.org.in)' and '[estatnewdelhi@rbi.org.in](mailto:estatnewdelhi@rbi.org.in)'. No change in the price or substance of the Bid shall be sought, offered, or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
5. If a bidder does not provide clarification/s of its Tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.
6. The third e-cover i.e., Part II (price bid) of all the bidders who qualified in Part -I (Techno-Commercial bid) will be opened for financial evaluation. The firm with the lowest price (L1) shall be considered for the Award of Contract.
7. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY 2023-24 shall be considered for the award of contract.
8. The Bank is, however, not bound to accept the lowest or any tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal)



**Section III (d) Checklist of documents to be submitted with the Tender**

List of Documents duly signed and certified to be scanned and uploaded before the last date and time of submission given in NIT/SoT -

| Sl. No.   | Checklist  | Submitted/ Not submitted | Remarks |
|---|--|--------------------------|---------|
| <b>To be submitted in the first e-cover</b>                                   |  |                          |         |
| 1.  | Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover).<br>Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to AGM(Administration) of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT. |                          |         |
| <b>To be submitted in second e-cover i.e., Part I (Techno-Commercial Bid)</b> |  |                          |         |
| 2.  | Form of tender (Annexure I)  |                          |         |
| 3.  | Format 1 of Annexure II (duly signed and stamped)  |                          |         |
| 4.  | Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of Item 1 of Section III(b)  |                          |         |
| 5.  | Power of Attorney in Annexure III  |                          |         |
| 6.  | Self-attested copy of GST registration.  |                          |         |
| 7.  | Self-attested copy of EPFO registration  |                          |         |
| 8.  | Self-attested copy of ESIC registration  |                          |         |
| 9.  | Valid PSARA License  |                          |         |
| 10.   | Labour License   |                          |         |
| 11.   | Self-attested copy of the PAN card issued by the Income Tax Department   |                          |         |
| 12.   | Format 2 of Annexure II: Proof of past experience as per Item 2 of Section III(b)  |                          |         |
| 13.   | Format 3 of Annexure II: Proof of eligible works as per <u>Item 3 of Section III(b)</u>  |                          |         |
| 14.   | Client certificate in Format 3A of Annexure II as per Item 3 of Section III(b)   |                          |         |

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| 15. | Format 4 of Annexure II duly signed by the bidder and certified by Chartered Accountant   |  |  |
| 16. | Income Tax Returns and the latest final accounts of the business of the Contractor for the last 3 financial years up to FY 2023-24 duly certified by a Chartered Accountant |  |  |
| 17. | Format 5 of Annexure II in the letterhead of the bidder's bank  |  |  |
| 18. | Details of Bidder's bank in Format 5A of Annexure II  |  |  |
| 19. | Letter of undertaking to Regional Director, RBI New Delhi (Annexure -IV)  |  |  |
| 20. | DGR empanelment document, if any  |  |  |
| 21. | Undertaking on Declaration of Debarment (in format given in Annexure VI)  |  |  |
| 22. | Signed Undertaking on Legal Actions / Litigation / Arbitration by the Bidder (in format given in Annexure VII)  |  |  |
| 23. | Integrity Pact (in format given in Annexure V)  |  |  |
| 24. | Tender documents signed and stamped (Part-I)  |  |  |
| 25. | Any other document as specified in the NIT and tender.  |  |  |
| 26. | Checklist of documents to be uploaded {Section III(d)}  |  |  |
| 27. | Any other information the bidder wishes to furnish.   |  |  |
| 28. | Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India (in format given in Annexure XI)                                     |  |  |

Date:

Authorized Signatory (With Name/Designation and Seal)

## **Section- IV General and Specific Conditions of Contract**

### Section IV (a) - Scope of work and services

1. The Contractor shall have to provide the security services at the Bank's properties (as mentioned in table at Sl. No. 4 below under "Place of Deployment") in Delhi.
2. The Contractor shall support the Bank in ensuring the protection of its personnel and property, prevent trespassing in the assigned area, perform watch and ward functions including night patrol on the various points and prevent the entry of anti-social elements, unauthorized persons and vehicles, and stray animals into the Bank's properties.
3. The Contractor shall receive instructions in this regard through the "Authorised Representative" of the Bank.
4. For the above purposes, the Contractor shall be expected to deploy its own experienced personnel with clearly assigned responsibilities.

The details of Security Personnel and Walkie talkies required are as follows -

| <b>Details of Security Personnel and Walkie talkie Required</b> |                            |                               |                                 |  |
|---|----------------------------|-------------------------------|---------------------------------|--|
| <b>Place of Deployment</b>                                      | <b>Security Supervisor</b> | <b>Security Guards (Male)</b> | <b>Security Guards (Female)</b> | <b>Walkie Talkie for Security Guards</b> |
| RBI, MOB, Sansad Marg, New Delhi                                | 00                         | 12                            | 02                              | 06                                       |
| RBI Staff Quarters Sarojini Nagar, New Delhi                    | 03                         | 36                            | 00                              | 13                                       |
| RBI Staff Quarters Shalimar Bagh, New Delhi                     | 03                         | 06                            | 00                              | 03                                       |
| RBI Officers Colony Rabindra Nagar New Delhi                    | 01                         | 03                            | 00                              | 02                                       |
| RBI Staff Quarters Sewa Nagar, New Delhi                        | 00                         | 06                            | 00                              | 02                                       |

|  |           |           |           |           |
|--|-----------|-----------|-----------|-----------|
| RBI Staff Quarters<br>R.K. Puram, Sector<br>- VI New Delhi | 03        | 06        | 00        | 03        |
| RBI Officers Colony<br>Vasant Vihar New<br>Delhi           | 03        | 12        | 00        | 05        |
| RBI Officers Colony<br>Hauz Khas New<br>Delhi              | 03        | 18        | 00        | 07        |
| <b>Total</b>   | <b>16</b> | <b>99</b> | <b>02</b> | <b>41</b> |

**Note:**

The Bank through Protocol and Security Cell or its Authorized Representative reserves the right to increase/decrease the required number of security personnel. Explanation: For the purpose of this note, Authorised representative means Regional Director / GM (HRMD) / DGM (P&S) / AGM (P&S).

**DUTIES AND RESPONSIBILITIES OF SECURITY SUPERVISORS:**

| <b>S. No.</b> | <b>Description of Duties</b>  |
|---------------|---|
| 1.            | The Security Supervisor will be responsible for overall security and watch and ward arrangement of the premises where deployed.   |
| 2.            | Security Supervisor will ensure that all necessary instructions are communicated to the Security Guards and there is no lapse of any kind in following these instructions.  |
| 3.            | The Security Supervisor of each shift is accountable for all functions of his/her Security Guards during the shift. He/she will monitor shift wise Security deployment and brief all staff for specific instructions of the day.  |
| 4.            | At the beginning of the shift, he/she will completely take over charge from the outgoing Security Supervisor and while himself/herself leaving on completion of his/her duty will hand over charge to the incoming Security Supervisor in clear detail about the activities performed and works pending completion.   |
| 5.            | He/she will ensure through Security Guards that only authorized entry and exit movements of men, material and vehicles are permitted. No deviations to be permitted unless authorized by the Bank.  |
| 6.            | Before mounting the shift on duty, the Security Supervisor will check the turnout of the staff, brief every Security Guard of his/her post duties and pass on any specific instructions for the day for the concerned posts as applicable. Mobility of the Security Guard on duty is of paramount importance which has to be well driven in their minds before resuming duties. |

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| 7.  | During his/her duty, he/she will monitor the checking of all outgoing / incoming workmen, Contract labour, contractors and vendors.  |
| 8.  | During his/her checking rounds, he/she must try and gather information of any abnormal activities in his/her area of responsibility which if observed, first take corrective / preventive actions and simultaneously keep Security Officers of the Bank informed about it.   |
| 9.  | Ensure upkeep and highest standard housekeeping of the Main Gates and ensure functioning of all security gadgets and apparatus deployed for routine work.  |
| 10. | Shall maintain liaison with Caretaker, Security Officer and RWA and be updated always on any changes taking place and inform the same to his/her Security Guards.  |
| 11. | Will follow the laid down procedure in case of visitors. He/she will ensure that the staff maintain a courteous behaviour with anyone coming in or going out.  |
| 12. | He/she will always be ready to accept and assist / guide in handling any unforeseen eventualities.   |
| 13. | The Security Supervisor shall be duly trained in fire safety operations and should also ensure that all the Security Guards are trained in this regard as well. He/she should be trained to operate various types of fire extinguishers installed in the colonies and he/she will always be ready to assist with his/her available staff, in case of any accident or Fire Emergency. |
| 14. | The Security Supervisor should have been trained in basic operations and monitoring of the CCTV system and should be able to perform CCTV monitoring duties efficiently, as and when deployed for this purpose.  |
| 15. | He/she must do Surprise Checking on regular basis to ensure the effective functioning of his/her staff.  |
| 16. | The Security Supervisor will maintain shift documentation as per laid down formats, meet the visitors and guide them respectfully to the place they are supposed to go after completing Gate formalities for visitors.   |
| 17. | During his/her shift, he/she will also compulsorily move on all posts to check and ensure effective discharge of duties by the deployed Security Guards and provide brief to the Security Guards whenever necessary. In doing so, he/she will make the Main Gate Guard responsible to take care of the Gate activities during his/her absence.                                       |
| 18. | The Shift Security Supervisor will ensure all phone calls are received promptly and where required the concerned message is noted down and passed on to the relevant persons / officials when they are available at the first next moment.   |
| 19. | The Night Shift Security Supervisor will move on to all the posts more frequently at irregular timings to maintain surprise for effective checking.  |

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| 20. | At the end of his/her shift duty, he/she will brief the Security Guards/Security Supervisors of all duties performed during his/her shift and pending works if any. |
| 21. | The Security Supervisors deployed shall not accept any gratitude or gift/reward in any form.  |

**DUTIES OF SECURITY GUARDS:**

| S. No. | Description of Duties  |
|--------|--|
| 1.     | The Security Guards will prevent trespass, perform watch and ward functions including night patrol of various points.  |
| 2.     | The Security Guards shall ensure protection of Bank's properties.  |
| 3.     | The Security Guards will enforce management of Visitors Register for recording of names, mobile numbers, vehicle numbers, time-in, time-out and alike information.   |
| 4.     | They will be responsible for ensuring that no items are allowed to be taken out of the premises/colonies without proper authorization from the officers/staff residing in the Colony and for the items which belong to the Bank, proper gate passes from the competent officers authorized by the Bank for in-out movement should be checked.  |
| 5.     | The Security Guards should be trained to provide first aid and in firefighting with the help of fire extinguishers and other firefighting material available on the spot.  |
| 6.     | The Bank may assign any other security related duties in consultation with Security Officer of the Bank.   |
| 7.     | All Security Guards will report for duty ten minutes before their duty start time and will be well turned out. All the guard posts of residential colonies are required to be manned at all the time. The primary objective of the Security Guard deployed at Bank and residential colonies is to ensure safety and security of persons and property of the Bank and residents.  |
| 8.     | After briefing by Security Supervisor, they will clear doubts, if any, on the instruction passed on the day.   |
| 9.     | The Security Guard manning the Security/Check post should be vigilant and available at their respective posts. The patrol duty Security Guards will ensure that they remain alert during their duty time. Patrolling should be carried out as defined by Security Officer of respective colony and record should be maintained in both forms i.e., manual roll and Patrol Guard system. The same should be countersigned by Caretaker of the colony. |
| 10.    | The Security 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 Security Supervisor on duty.   |
| 11.    | While on duty the Security Guards will maintain polite behaviour with the employees, residents, and guests.  |

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| 12. | While on duty the Security Guards will maintain polite but firm behaviour with the Contract labour but should not cause unnecessary obstruction to work.   |
| 13. | Security Guard will not involve themselves in any of the activities they are supposed to check and prevent.  |
| 14. | In case of any doubt the Security Guard will not keep it to himself/herself but will immediately seek help from Shift Security Supervisor or Security Manager.   |
| 15. | While on duty the Security Guards will work with a receptive mind and shall take initiative to find abnormalities.   |
| 16. | No Security Guard on shift duty will ever be found sleeping. If found sleeping on duty the Security Guard may have to be removed from all of the Bank's properties, if advised by the Bank and the Contractor will be penalized monetarily as per the penalty clause mentioned at Section IV(c). |
| 17. | Security Guards on main gate duty will check the incoming/ outgoing employees/ visitors / Contractors/ labourers, etc.   |
| 18. | The barrier at the main gate of the colonies should always be in the lockdown position.  |
| 19. | The Security Guard on the main gate will maintain a logbook for all visitors, delivery persons, vehicles, private cabs and a separate logbook for domestic help, Contractors, labour etc. It should also be ensured that all Contractual staff have valid work pass.                             |
| 20. | The Security Guards should have been trained in basic operations and monitoring of the CCTV system and should be able to perform CCTV monitoring duties efficiently, as and when deployed for this purpose.  |
| 21. | The Security Guards will ensure the operation of water pumps at the fixed hours in the colonies.   |
| 22. | The Security Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.   |
| 23. | The Security Guards on duty will also take care of all the vehicles parked in the parking sites located within the premises of the Bank.   |
| 24. | The Security Guard should ensure that stray animals do not enter into the premises.  |
| 25. | It should be ensured that flower plants, trees and lawns are not damaged either by the staff or by the outsiders.  |
| 26. | The Security Guards/ Security Supervisor 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.      |
| 27. | In emergent situations, Security Guards/ Security Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Security Guards/ Security Supervisors should be sensitized for their role in such situations.                                  |



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| 28. | The Security Supervisor/Security Guards are required to display mature behaviour, especially towards ladies, children, and elderly people.    |
| 29. | No Security Guard on duty shall leave the premises until his/her reliever reports for duty.   |
| 30. | Lady Security Guards posted in the Bank office premises shall have to frisk the lady visitors / customers entering the premises.              |
| 31. | Any other provisions as advised by the Bank may be incorporated in the agreement. The same shall also be binding on the Contractor.           |
| 32. | Security Guards will optimally utilize the technology (Patrol Guard System) whilst patrolling the premises to mark their presence.            |
| 33. | Any other instructions passed by the Bank's Security Officers from time to time or other related tasks given by the Bank to improve security. |
| 34. | Use of mobile phones for music, watching videos and entertainment during duty hours is strictly prohibited.                                   |
| 35. | The Security Guards shall display courteous behaviour with all the residents and visitors at all the times.                                   |
| 36. | The Security Guards deployed shall not accept any gratitude or gift/reward in any form.   |

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:  
Seal)

Authorized Signatory (With Name/Designation and

## Section IV (b) Terms and Conditions of the Contract

| Sl. No. | Clauses   |
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| 1.      | <p data-bbox="336 315 504 349"><b>Definitions</b></p> <p data-bbox="336 360 1481 689"><b>(a) The Contract</b> means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the Bank and the Contractor, together with the documents referred to therein including the General and Specific Conditions of the Contract, General Rules and Instructions to Bidders, Integrity Pact, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.</p> <p data-bbox="336 741 1481 815">(d) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ul style="list-style-type: none"> <li data-bbox="363 866 1481 940">i. “Agreement” means the agreement signed between the Contractor and the Bank for the execution of the work.</li> <li data-bbox="363 952 1378 981">ii. “Site” means the Bank’s Office premises and Residential Colonies.</li> <li data-bbox="363 992 1481 1066">iii. “Work” means Providing Security Services at various properties of Reserve Bank of India, New Delhi.</li> <li data-bbox="363 1077 1481 1151">iv. “The Bank” means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001.</li> <li data-bbox="363 1162 1481 1236">v. “Tender document” shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.</li> <li data-bbox="363 1247 884 1276">vi. “Day” shall mean Calendar Day</li> <li data-bbox="363 1288 1481 1361">vii. “Working Day” shall mean days when the Bank’s office is working <i>i.e.</i>, Days excluding public holidays, Saturdays, and Sundays.</li> <li data-bbox="363 1373 1002 1402">viii. “Month” shall mean the calendar month.</li> <li data-bbox="363 1413 903 1442">ix. “Year” shall mean Financial Year</li> <li data-bbox="363 1453 1481 1527">x. “Bidder (s)” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.</li> <li data-bbox="363 1538 1481 1747">xi. “The Contractor” shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</li> <li data-bbox="363 1758 1481 1870">xii. “The Authorized representatives of the Bank” means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.</li> <li data-bbox="363 1881 1481 2033">xiii. “Contract Amount” shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.</li> </ul> |

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|           | <p>xiv. “Notice in writing or 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 or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.</p> <p>xv. “Writing” includes any written paper document, e-mail correspondence and any electronic message.</p> <p>xvi. “Commencement of work” shall mean the date specified as ‘commencement date’ in the work order.</p> <p>xvii. “Areas of Responsibility” refers to the duties assigned to the Security Supervisors and Security Guards mentioned in Section IV (a) and elsewhere in this tender document.</p> |
| <b>2.</b> | <p><b>Sufficiency of Tender</b></p> <p>The Contractor shall be deemed to have satisfied himself/herself before bidding as to the correctness and sufficiency of his/her tender for the works and of the rates and prices quoted in the Price Bid, which rates and prices shall, except as otherwise provided, cover all his/her obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>  |
| <b>3.</b> | <p><b>Contract Period</b></p> <p>(a) The Contract would initially be valid for one year from the date specified in the Work Order, unless earlier terminated in accordance with the termination clause.</p> <p>(b) This Contract may be considered for further renewal for maximum two years (for one year or shorter period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank.</p> <p>(c) The Contractor must submit a fresh Agreement, Performance Bank Guarantee, and Insurance policies for the renewed Contract amount, valid for the duration of the renewed Contract period, in case the Contract is renewed or extended.</p>  |
| <b>4.</b> | <p><b>Performance Bank Guarantee</b></p> <p>(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank in prescribed format (Annexure-IX) for successful execution of the Contract (having a validity period of further 60 days from the expiry of the Contract) within 14 days of receipt of ‘Letter of Award’ for an amount equal to five per cent of the Contract Amount (inclusive of GST) as Bank Guarantee in favor of Reserve Bank of India, New Delhi.</p> <p>i. Time allowed for submission of PBG from the date of award of work – 14 days.</p> <p>ii. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days.</p>   |

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|           | <p>iii. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1 per per cent of the amount of Performance Guarantee per day – 7 days.</p> <p><u>(b) Release of PBG:</u> The PBG shall be released without interest after six months of completion of the Contract Period only after being satisfied of the successful completion of the Contract and no liabilities from the Contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.</p> <p><u>(c) Forfeiture of PBG:</u> PBG shall be forfeited in case of:</p> <ul style="list-style-type: none"> <li>(i) Non-commencement of work,</li> <li>(ii) non- performance of Contract obligations or failure to comply with any of the conditions of the Contract.</li> <li>(iii) Violation of Integrity Pact under the provisions of the Contract.</li> <li>(iv) as per Clause 32 of Section IV (b).</li> </ul>   |
| <b>5.</b> | <p><b>Educational/ Fitness /Physical requirement of Security Supervisor / Security Guards</b></p> <p>(a) For performing the assigned work, the Contractor shall deploy medically, physically and mentally fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the Contractor should be ex-servicemen or properly trained security men (Security Guard / Security Supervisor) of high integrity and good conduct and shall be conversant in <b>Hindi</b>.</p> <p>(b) Security Guard and Security Supervisor above 21 years of age and below 60 45 years should be deployed.</p> <p>(c) The Security Guards should:</p> <ul style="list-style-type: none"> <li>i. Have Standard of Physical Fitness as per PSARA 2005.</li> <li>ii. Have minimum qualification 10th pass or equivalent exam.</li> <li>iii. Have undergone Security Training as per PSARA 2005.</li> <li>iv. Have knowledge of basic firefighting and CCTV monitoring.</li> </ul> <p>The Bank reserves the right to call for any of these documents.</p> |
| <b>6.</b> | <p><b>Deployment, Work Assignment and Coordination</b></p> <p>(a) On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to its personnel in consultation with Protocol and Security Cell (P&amp;S Cell) or Authorised Representative of the Bank. the Bank</p> <p>(b) The list of staff going to be deployed shall be made available to the Bank and any change to it shall be done in consultation with P&amp;S Cell. A revised list of staff shall be made available by the Contractor after each and every change.</p> <p>(c) In case of any Security Supervisor/Security Guard being on leave/absent, the Contractor shall ensure that a <u>substitute is provided well in time</u>. The Contractor shall ensure that Security Supervisor/Security Guards should not be changed on an ad-hoc basis.</p>  |

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|           | <p>(d) The Contractor will maintain suitable registers at each location in which day-to-day deployment of personnel will be entered. This will be submitted to the Security Officer of the Bank through the caretakers in the colony for verification. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to submit proof regarding payment of wages in the individual bank accounts of Security Supervisors / Security Guards as per applicable rules and laws in force for the month for which the bill is being raised.</p> <p>(e) No accommodation facility or medical facility to the Security Supervisors / Security Guards employed by the Contractor, will be provided the Bank.</p> <p>(f) Reliever - The tenderer shall take into consideration the requirement of posting of reliever and payment thereof while quoting the rates. No extra amount will be paid for posting of reliever i.e., the amount quoted shall be inclusive of reliever charges, besides the rate for deployment of regular Security Supervisor / Security Guards.</p>   |
| <b>7.</b> | <p><b>Shifts of Security Guards</b></p> <p>The Contractor shall deploy Security Guards in eight-hour shift, and they should work round the clock in three shifts (6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am). Services will be provided on all days including Saturday, Sunday and holidays. But the timings of the shift are changeable and shall be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Bank for double duty, if any.</p>  |
| <b>8.</b> | <p><b>Rotation / Movement of Security Supervisor/Security Guards</b></p> <p>(a) The Contractor will ensure that all Security Guards deployed at the Bank and its residential colonies are rotated on a half yearly basis within the Bank's properties in New Delhi (mentioned in Section IV(a)). The Security Supervisors shall be rotated on an annual basis. A Compliance report in this regard to be submitted by the Contractor to the Bank within 15 days on completion of each half year. Further, if the Contract is renewed, it should be ensured that minimum of twenty-five per cent of all Security Supervisor / Security Guards are rotated annually and substituted with equally competent Security Supervisor / Security Guards from outside locations of the firm. The compliance report in this regard is to be mandatorily submitted within 15 days of completion of one year period.</p> <p>(b) The Contractor should not deploy the Security Supervisor / Security Guards beyond 8 hours in a day in any of the Bank's premises failing which the Bank reserves the right to impose penalty as per the Penalty Clause.</p> <p>(c) Security Supervisor / Security Guards deployed by the Contractor should not be shifted from the Bank before completion of one year of deployment unless there is deficiency in services rendered by the Security Supervisor / Security Guard as per the Bank's expectation.</p> |
| <b>9.</b> | <p><b>Replacement /Removal of Security Guards</b></p> <p>(a) The Contractor shall take appropriate corrective action against its employees against whom the Bank notifies. Provided that if any of the</p>   |

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|            | <p>Security Supervisors / Security Guards so deployed by the Contractor does not perform his/her duties properly or commits misconduct or indulges in unwarranted or criminal activities, the Contractor shall immediately withdraw and provide substitute and also take suitable action against such persons on the report of the Bank in this respect.</p> <p>(b) In case any complaint is received attributable to misconduct/misbehavior of the Contractor's personnel, a penalty as given in Section IV(c) shall be levied and the same shall be deducted from the Contractor's bill. Further the personnel concerned shall be removed from the deployment immediately.</p> <p>(c) The Contractor shall remove all Security Supervisors / Security Guards deployed by him/her on termination of the Contract or on expiry of the Contract from the premises of the Bank and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank either explicitly or implicitly.</p> |
| <b>10.</b> | <p><b>Emergency Provisions</b></p> <p>Under extremely exceptional circumstances the Bank may advise the Contractor to ask the Security Supervisors / Security Guards to stay inside the Bank premises, during which period, the accommodation and meals will be provided to them by the Bank.</p>   |
| <b>11.</b> | <p><b>Identification of Deployed Staff</b></p> <p>The Contractor shall submit details such as names, parentage, residential address, age etc. along with recent photograph and an Officially Valid Document (OVD) like PAN, Aadhar Card, Driving License etc. of the persons deployed by him/her. For the purpose of proper identification of the Security Supervisors / Security Guards of the Contractor deployed for the work, they shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.</p>  |
| <b>12.</b> | <p><b>Police Verification</b></p> <p>No Security Supervisors/ Security Guards shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.</p>   |
| <b>13.</b> | <p><b>Surprise Checks</b></p> <p>The Bank shall be at liberty to carry out surprise check on the persons as deployed by the Contractor to ensure that Security Supervisors / Security Guards deployed by him/her are doing their duties effectively.</p>  |
| <b>14.</b> | <p><b>Fire Safety Arrangement</b></p> <p>It shall be the responsibility of the Security Supervisor / Security Guards to attend to fire safety incidents in the Bank's premises and escalate the matter related to fire safety to the designated officer of the Bank on immediate basis.</p>   |
| <b>15.</b> | <p><b>Training</b></p> <p>The Contractor shall have his/her Training Setup as per requirement provided in Item no. 8 – 'Training Setup' of Section III(b) for training purpose at its own cost to ensure proper and satisfactory performance of its responsibilities under the Contract. The Bank reserves the right to carry out inspection of the office and/ or</p>  |

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|            | training setup of the bidders to ensure that the same satisfies the eligibility criteria mentioned in this tender document.   |
| <b>16.</b> | <p><b>Kitting up/ Uniform</b></p> <p>The Contractor will ensure that Security Supervisors / Security Guards deployed at the Bank's property are provided minimum two sets of uniform annually and ensure that they are always in proper uniform. The Contractor will also include fluorescent jacket inscribed as Security at the back, cap/helmet, leather shoes, socks, lanyard with whistle, jersey for winter, belts, badges raincoat /umbrella for rainy season, loaded torches and batons at all the posts in the Bank. The cost for above items shall be quoted in the Price Bid.</p>  |
| <b>17.</b> | <p><b>Obligations of the Contractor</b></p> <p>(a) The Security Guards should have been on the employment roll of the Contractor for a minimum of six months before their deployment at Bank's sites and should have knowledge of security equipment and basic operation of electronic security gadgets.</p> <p>(b) All necessary reports mentioned elsewhere in the Contract and other information will be supplied immediately to the Bank as required and regular meetings will be held with the Bank.</p> <p>(c) The Contractor and its staff shall take proper and reasonable precautions to preserve the Bank's properties from loss, destruction and waste.</p> <p>(d) The Contractor shall not misuse the Areas of Responsibility given to them by the Bank and shall not knowingly lend/give to any person any of the effects of the properties being managed.</p> <p>(e) The Contractor shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the 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.</p> <p>(f) Any liability arising out of any litigation (including those in consumer commissions) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines.</p> <p>(g) The Contractor will provide walkie-talkie to Security Supervisor and Security Guards as mentioned in Section IV (a) to ensure effective timely communication between them. The cost of walkie talkie shall be included in the Price Bid.</p> <p>(h) The Contractor should have round-the-clock control room service in Delhi along with quick response teams to deal with emergent situations.</p> |
| <b>18.</b> | <p><b>Contractor's Responsibility towards Deployed Personnel</b></p> <p>(a) The Security Supervisors / Security Guards deployed by the Contractor for the services mentioned in "Scope of Work" (Section IV (a)) shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the</p>  |

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|            | <p>responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her.</p> <p>(b) The Contractor shall be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Bank informed of all development in this regard.</p> <p>(c) The Contractor shall pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect.</p> <p>(d) The Contractor shall not permit or carry on any unlawful activity or create indiscipline in the Bank's premises.</p> <p>(e) The Contractor shall be responsible for behavior of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of the Bank.</p> <p>(f) On expiry of the agreement, the Contractor shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank, so that no liability or obligation devolve on the Bank.</p> <p>(g) Supervisors shall be required to work as per the terms of this Contract, scope of work given in Section IV (a) and follow all reasonable instructions given by the Bank's Authorized Representatives.</p> <p>(h) The Contractor shall ensure that the persons so deployed do not allow any property of the Bank to be taken out of the premises without a valid Gate Pass signed by the designated officials of the Bank / explicit permission from the resident in the Officers /Staff Quarters. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the Bank's officials designated and authorized to sign the Gate Pass will be intimated in writing to the Contractor along with subsequent changes, if any.</p> |
| <b>19.</b> | <p><b>All relevant Statutory Laws to be complied by the Contractor</b></p> <p>(a) The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz.</p> <ol style="list-style-type: none"> <li>Contract Labour (Regulation and Abolition) Act, 1970.</li> <li>Employees' State Insurance Act, 1948.</li> <li>Employees' Compensation Act, 1923.</li> <li>Payment of Wages Act, 1936.</li> <li>The Employees' Provident Fund and Miscellaneous Provisions Act, 1952.</li> <li>Payment of Bonus Act, 1965.</li> <li>The Minimum Wages Act, 1948.</li> <li>Employer's Liability Act, 1938.</li> <li>Child Labour (Prohibition and Regulation) Act, 1986.</li> <li>Maternity Benefits Act, 1961.</li> <li>Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013</li> <li>and/or any other Rules/Regulations and/or Statutes that may be applicable to them.</li> </ol> <p>(b) The security and other personnel provided shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The</p>  |



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|            | <p>Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.</p> <p>(c) The Contractor should be registered with the concerned authorities of Labour Department under the Contract Labour (R&amp;A) Act 1970 and Delhi Works Contract Act (wherever applicable).</p> <p>(d) The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under Contract Labour (R&amp;A) Act, 1970 etc. at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose.</p> <p>(e) The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.</p>   |
| <b>20.</b> | <p><b>Compliance with PF and ESI Regulations</b></p> <p>The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the 'Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948'. The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer's contribution towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same to concerned authorities duly furnishing particulars of personnel deployed in the Bank.</p>   |
| <b>21.</b> | <p><b>Compliance with Laws/ Regulations on Minimum Wages</b></p> <p>(a) Minimum wages as prescribed by Central Government in the Minimum Wages Act, 1948 will be applicable. The Contractor shall ensure payment of minimum wages to the employees employed by them through NEFT or any other electronic mode to their bank accounts. Under no circumstances wages shall be paid in cash. The Contractor shall maintain a register of wages and shall issue a wage slip to every employee employed by them. Wages to the employees shall be disbursed only through electronic mode to their bank account and the documentary evidence of payment such as a copy of the transaction record/ bank statement of the Contractor shall be produced with the bill to be submitted to the Bank for payment to the Contractor addition, they have to provide basic amenities like drinking water, first aid facility, etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of</p> |

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|            | <p>scale of wages and terms of employment, inspection and submission of periodical returns.</p> <p>(b) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.</p> <p>(c) 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 Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee.</p> |
| <b>22.</b> | <p><b>Levy/Taxes payable by Contractor</b></p> <p>(a) Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this Contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in respect of the same.</p> <p>(b) The Bank is not responsible for payment of GST for the service rendered by the Contractor. It is the responsibility of the Contractor to pay the GST to the tax authority. The Contractor shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions</p> <p>(c) Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted from the monthly bills payable to the Contractor as applicable and the Bank will not entertain any claim whatsoever in respect of the same.</p>   |
| <b>23.</b> | <p><b>Payment Terms</b></p> <p>a) The Contractor shall raise the bill on a monthly basis (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents as follows:</p> <ol style="list-style-type: none"> <li>Documentary proof of attendance register certified by Caretaker and Security Officer.</li> <li>NEFT statement as evidence for remittance of wages to the deployed employees.</li> <li>Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favour of the employee deployed at Bank's site.</li> <li>Bank Statement / ECS mandates.</li> <li>Statement evidencing the deposits of GST</li> </ol>   |

- b) A declaration stating that compliance to all Statutory Acts have been made. The declaration shall be on its letter head pad duly signed by the authorized signatory along with the bill stating that “All statutory payments have been made to the Govt. pertaining to the ongoing contract with the Bank and complete salary payment has been made in full to all the staff deployed at RBI locations as per the minimum wages act, 1948 and as per the contract. All Govt. rules and guidelines issued from time to time pertaining to employment of labours are being adhered to.” Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the documents as above are not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of wages to people deployed by the Contractor has been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes *i.e.*, Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.
- c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.
- d) The Bank will pay the agreed amount on performance basis, inclusive of all taxes based on monthly bills submitted by the Contractor. No other charges of any kind shall be payable. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi. The TDS, if applicable, will be deducted by the Bank.
- e) In case of any complaint regarding noncompliance of any statutory payments, the same shall be withheld from the bill without prejudice to the Bank's right to terminate the Contract.

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| 24.              | <p><b>Escalation Clause (Revision of Rates)</b></p> <p><b>(i) Wage escalation-</b> The Contractor shall pay the revised wages as soon as the wages are notified by the Central Government. Upon receiving request from the Contractor, the rates (as stated at S. No. 'A' and 'B' of 'Price Bid' given in Part II of the tender) would be revised based only on the revision of Minimum Wages as prescribed by Central Government for Watch and Ward staff (i.e., Watch and Ward with arms for Security Supervisors and Watch and Ward without arms for Security Guards). If the wages already being paid is sufficient to meet the revised minimum wages requirement, no further increase will be affected in respect of payments to Security Supervisor / Security Guards deployed.</p> <p><b>(ii) Contractor's Profit/ Service Charges and Uniform Charges escalation-</b> The Contractor's Profit/ Service Charges and Uniform Charges component (as stated at S. No. 'C' and 'D' of 'Price Bid' given in Part II of the tender) will be revised annually at the time of renewal of the Contract by a percentage calculated as per following formula-</p> $AC = ((CPI_c - CPI_p)/CPI_p) * 100$ <table border="1" data-bbox="336 954 1477 1249"> <tr> <td>CPI<sub>c</sub></td><td>Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the current year.</td></tr> <tr> <td>CPI<sub>p</sub></td><td>Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the previous year.</td></tr> <tr> <td>AC</td><td>Percentage increase for renewal</td></tr> </table> | CPI <sub>c</sub> | Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the current year. | CPI <sub>p</sub> | Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the previous year. | AC | Percentage increase for renewal |
| CPI <sub>c</sub> | Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the current year.  |                  |  |                  |   |    |                                 |
| CPI <sub>p</sub> | Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the previous year.   |                  |  |                  |   |    |                                 |
| AC               | Percentage increase for renewal   |                  |  |                  |   |    |                                 |
| 25.              | <p><b>Subletting of Work</b></p> <p>The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.</p>  |                  |  |                  |   |    |                                 |
| 26.              | <p><b>Penalty Clauses</b></p> <p>The penalty clauses have been detailed in Section IV (c).</p>  |                  |  |                  |   |    |                                 |
| 27.              | <p><b>Insurance in respect of damages to Persons and Property</b></p> <p>(a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.</p> <ol style="list-style-type: none"> <li>Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk.</li> <li>Employees' Compensation Policy for all employees deployed at site.</li> <li>Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details: <ul style="list-style-type: none"> <li>For injury to persons – Rs 2 Lakh per person per accident</li> <li>For damage to property – Rs 5 Lakh per accident for a ceiling of</li> </ul> </li> </ol>   |                  |  |                  |   |    |                                 |

|            |   |
|------------|---|
|            | <p><u>Rs 25 Lakh.</u></p> <p>(b) <u>All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work).</u>] For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.</p> <p>(c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.</p> <p>(d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.</p> <p>(e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.</p> <p>(f) Copy of the insurance policy is to be submitted to the <u>before commencement of work (within 14 days of award of work).</u>], failing which the Bank reserves the right to terminate the Contract.</p> <p>(g) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.</p> <p>(h) The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.</p> |
| <b>28.</b> | <p><b>Loss to Property of the Bank</b></p> <p>That any loss caused to any property of the Bank due to negligence of personnel so deployed shall be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority (CA) <u>who shall be Deputy General Manager (P&amp;S Cell), Reserve Bank of India New Delhi.</u> However, the Contractor will have the right to appeal to the Regional Director whose decision shall be final in the matter.</p>  |
| <b>29.</b> | <p><b>Indemnity Clause</b></p> <p>(a) The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:</p> <ol style="list-style-type: none"> <li>Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or</li> </ol>  |

|     |  |
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|     | <ul style="list-style-type: none"> <li>ii. Non-performance of the terms and conditions of the Contract; or</li> <li>iii. Breach of the representations and warranties made by the Contractor; or</li> <li>iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.</li> <li>v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.</li> <li>vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.</li> </ul> <p>(b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.</p> |
| 30. | <p><b>Non-Disclosure Clause</b></p> <p>(a) The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, 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 Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.</p> <p>(b) The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p>   |

|            |  |
|------------|--|
|            | (c) The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.  |
| <b>31.</b> | <p><b>Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013</b></p> <p>(a) The Contractor 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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>(b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>(c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the Contractor is proved.</p> <p>(d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p> <p>(e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>  |
| <b>32.</b> | <p><b>Termination of Contract</b></p> <p>(a) Either party shall be at liberty to terminate the agreement by giving three clear calendar months’ notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank’s discretion.</p> <p>(b) Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by <u>giving</u> notice in writing shall determine the Contract in any of the following cases:</p> <ol style="list-style-type: none"> <li>If the Contractor has abandoned the Contract.</li> <li>If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank’s notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.</li> <li>Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.</li> </ol> |

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|     | <p>iv. If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelization etc. or commits breach of Integrity Pact or the Agreement.</p> <p>v. If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.</p> <p>vi. If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.</p> <p>vii. If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.</p> <p>viii. If the Contractor assigns or sublets this Contract.</p> <p>(c) Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.</p> |
| 33. | <p><b>Termination of Contract by Contractor</b></p> <p>If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing, requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net</p>  |



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|            | rates contained in the Contractor's original tender shall be followed. The Contractor shall however continue to discharge the Contractual obligation during the notice period unless dispensed by the Bank.  |
| <b>34.</b> | <b>Termination of Contract in case of death of Contractor</b><br>Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without any liability for such termination and compensation to the Contractor.   |
| <b>35.</b> | <b>Force Majeure conditions</b><br>(a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.<br>(b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.<br>(c) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.  |
| <b>36.</b> | <b>Settlement of Disputes and Arbitration</b><br>(i) All disputes arising under the Agreement shall be settled amicably through discussions between the parties. In the event of any dispute between the two parties where Integrity Pact is applicable, if both the parties are agreeable, they may first try to settle dispute through mediation before the panel of IEMs in a time bound manner. Not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties, i.e., the Bank and the contractor.<br>(ii) In case, dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action.<br>(iii) The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only. |

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| <b>37.</b> | <b>Jurisdiction of Court</b>  |
|            | All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same. |

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: \_\_\_\_\_ Authorized Signatory (With Name/Designation and Seal)

### **Section IV (c)- Penalty Clause**

**1. Withholding of Payments:** The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor 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.

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

**3. Penalty for Operational Lapses:** Illustrated list for operational lapses are as follows -

| Sl. No. | Service Level Agreement (SLA)   |        |
|---------|---|--------|
|         | Operational Lapses  | Risk   |
| 1       | Failure to prevent thefts / pilferage at assigned area.   | High   |
| 2       | Staff Missing from duty/ post.  | High   |
| 3       | Failure to intimate immediately about incidents to the Bank's designated Security Officer   | High   |
| 4       | Staff sleeping on duty  | High   |
| 5       | Misuse of Bank property/ equipment.   | High   |
| 6       | Misbehaviour by the Staff Security Supervisor/Security Guard with any employee / visitors etc.  | Medium |
| 7       | Failure of the Security Supervisor / Security Guard in handing and taking over of duties during shift change and failure in follow up of Duties assigned to the Security Supervisor and Security Guard as per tender document | Medium |
| 8       | Failure to conduct training per the calendar approved by the Bank (Minimum one training session to all staff in a month)  | Low    |
| 9       | Failure to conduct round the clock patrolling in each shift (Patrolling minimum 1 time in an hour during Day / Night)   | Low    |
| 10      | Failure of Security Supervisor / Shift IC to ensure Team performance and maintenance of discipline at all times.  | Low    |
| 11      | Staff not available in smart Turnout, good uniform with ID card at all times.   | Low    |

Tolerance Level for the above-mentioned Operational lapses is Zero. The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the operational lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value.

**Implementation:** The above-mentioned SLA are to be monitored by the Protocol and Security Cell, Reserve Bank of India, New Delhi and process the penalties if any.

**4. Penalty for Statutory Compliance Lapses:** Illustrated list for Statutory Compliance lapses are as follows:

| Sl. No | Statutory requirements   | Risk   |
|--------|--|--------|
| 1.     | Failure to comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.  | High   |
| 2.     | Failure to deploy 100% security staff in each shift. (Should not be less than 98% attendance on daily shift basis) | High   |
| 3.     | Deploying the Staff/ employees without giving weekly-off.  | High   |
| 4.     | Failure to participate in the Vendor Compliance Audit  | High   |
| 5.     | Deployment of Higher-grade staff into lower grade  | High   |
| 6.     | Failure to maintain attendance register in such a manner that daily tracker of staff is possible.                  | Medium |
| 7.     | Failure to comply with the Applicable laws   | Medium |
| 8.     | Failure to provide documents on time for PF/ESI along with the bill  | Medium |
| 9.     | Failure to pay the salary by 10 <sup>th</sup> of each month  | Medium |

Tolerance Level for the above-mentioned statutory compliance lapses is Zero. The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the statutory compliance lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value.

**Implementation:** The above-mentioned statutory requirements is to be monitored by the Protocol and Security Cell, Reserve Bank of India, New Delhi and to process the penalties if any.

I/We hereby declare that I/We have read and understood all the above Instructions/conditions and agree to abide by them.

Date: \_\_\_\_\_ Authorized Signatory (With Name/Designation and seal)

**Annexure – I Form of Tender**

Place:

Date:

To,  
Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Dear Sir/Madam,

Having read and examined the Notice Inviting Tender, General and Specific Conditions of Contract, General Rules and Instructions to Bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Price Bid and in accordance with all respects of the instructions in writing referred to in General and Specific Conditions of Contract, the Articles of Agreement, General rules and instructions to bidders, by and in all other respects in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

|                                     |  |
|-------------------------------------|--|
| <b>NIT No / e-Tender no.</b>        | <b>No.: RBI/ Delhi Regional Office/Estate/4/25-26/ET/216</b>   |
| Name of the Work:                   | Providing Security Services at various properties of Reserve Bank of India, New Delhi.                           |
| Estimated annual cost of the tender | ₹ 5,85,61,913/- (Rupees Five Crore Eighty-Five Lakh Sixty-One Thousand Nine Hundred Thirteen only) including GST |
| Earnest Money Deposit (EMD)         | ₹ 11,71,238/- (₹Eleven Lakh Seventy-One Thousand Two Hundred Thirty-Eight only).                                 |
| Performance Bank Guarantee (PBG)    | Performance Bank Guarantee for an amount equal to five per cent of Contract value from a scheduled Bank          |
| Contract Period                     | The Contract would initially be valid for the period of one year from the date specified in the Work Order       |

2. We agree to keep the tender open for the validity period specified in Section III (a) of the tender and not to make any modification in its terms and conditions during the validity period or any other renewed/extended period as agreed mutually.

3. A sum of ₹ 11,71,238/- (₹Eleven Lakh Seventy-One Thousand Two Hundred Thirty-Eight only) mentioned as Earnest Money Deposit in NIT/SoT is hereby submitted in the form specified therein and its proof is uploaded in first e-cover on MSTC portal. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Section IV(b), I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely. Further, if I/We fail to commence work as specified in Section III(a), I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money Deposit or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the Contract 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. The details of our bankers as given as per the format 5A.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20XX.

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_  
(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

(Certified true copy of the Power of Attorney in the prescribed format as per Annexure III of this tender should be uploaded).

Signatures and addresses of witnesses

|      | Signature | Address |
|------|-----------|---------|
| (i)  |           |         |
| (ii) |           |         |

## Annexure II - Shortlisting / Eligibility Criteria Formats

### **Format 1 Basic Information (To be read with Item 1 of Section III(b))**

|    |  |  |
|----|--|--|
| a) | Name of the Company/firm   |  |
| b) | Details of registration of the firm:<br>whether Sole Proprietorship/<br>Partnership firm /Private Limited/<br>Limited or Co-operative Body etc.  |  |
| c) | Name and address of the<br>Proprietor/Partners/ Directors of the<br>Company  |  |
| d) | Registered Address of the<br>Company/firm  |  |
| e) | Address for correspondence   |  |
| f) | Contact Person   |  |
| g) | Designation  |  |
| h) | Mobile no.   |  |
| i) | FAX/Tele-fax   |  |
| j) | e-mail id  |  |
| k) | GST Registration details and no.   |  |
| l) | Labour License Details   |  |
| m) | EPFO Registration No.  |  |
| n) | ESIC Registration no.  |  |
| o) | PSARA License / registration from (in<br>lieu of license) by statutory<br>authorities  |  |
| p) | In case the company is subsidiary, the<br>involvement, if any, of the Parent<br>Company in the Bank's proposed<br>work   |  |
| q) | Was the bidder ever required to<br>suspend the eligible works for a<br>period of more than six months<br>continuously after commencement? If<br>yes, then furnish the reasons thereof. |  |



|    |  |  |
|----|--|--|
| r) | Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the work and reasons for abandonment. |  |
| s) | Has the bidder or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details                 |  |
| t) | Has the bidder or any constituent partner in case of partnership firm, ever been convicted?  |  |
| u) | Whether the bidder is involved in frequent civil suit /litigations in the Contracts being executed now. If yes, please furnish the details.  |  |

| Sl no | Name of the work and Employer | Nature of work | Work order No and Date | Present stage of work | Value of Contract | Brief details of litigation |
|-------|-------------------------------|----------------|------------------------|-----------------------|-------------------|-----------------------------|
| 1.    | 2.                            | 3.             | 4.                     | 5.                    | 6.                | 7.                          |
|       |                               |                |                        |                       |                   |                             |

Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Format 2 PREVIOUS WORK EXPERIENCE (To be read with Item 2 of Section III(b))****List of important similar works executed by the Bidder/ Firm**

| Sl no | Name of similar work and location | Nature of work / items of work involved in the Contract | Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address. | Cost of work             |                                       | Period of completion         |                              |                           | Reason for delay, if any | Whether work was left incomplete, or Contract was terminated from either side? | Litigation/Arbitration, if any with details. | Any other relevant information. |
|-------|-----------------------------------|---|---|--------------------------|---------------------------------------|------------------------------|------------------------------|---------------------------|--------------------------|--|--|---------------------------------|
|       |                                   |   |   | Contract Amount (₹ lakh) | Actual value of work done (in ₹ lakh) | Date of commencement of work | Scheduled date of completion | Actual date of completion |                          |  |  |                                 |
| 1.    | 2.                                | 3.  | 4.  | 5 a                      | 5 b                                   | 6a                           | 6b                           | 6c                        | 7                        | 8  | 9  | 10                              |
|       |                                   |   |   |                          |                                       |                              |                              |                           |                          |  |  |                                 |
|       |                                   |   |   |                          |                                       |                              |                              |                           |                          |  |  |                                 |
|       |                                   |   |   |                          |                                       |                              |                              |                           |                          |  |  |                                 |
|       |                                   |   |   |                          |                                       |                              |                              |                           |                          |  |  |                                 |
|       |                                   |   |   |                          |                                       |                              |                              |                           |                          |  |  |                                 |
|       |                                   |   |   |                          |                                       |                              |                              |                           |                          |  |  |                                 |

Attach supporting documents

Date: Authorized Signatory (With Name/Designation and Seal)

**Format 3 Works qualifying Eligibility (To be read with Item 3 of Section III(b))****Details of similar work/s (qualifying) completed during five years during the period June 01, 2020, to May 31, 2025**

| Sl no | Name of similar work and location | Nature of work (brief description) of work involved in the Contract. | Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address. | Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of Tenderer's client who can be contacted by the Bank in case it is so needed). | Cost of work             |                                       | Period of completion         |                              |                           | Reason for delay, if any | Whether work was left incomplete, or Contract was terminated from either side? | Litigation/ Arbitration, if any with details. | Any other relevant information. |
|-------|-----------------------------------|--|---|--|--------------------------|---------------------------------------|------------------------------|------------------------------|---------------------------|--------------------------|--|---|---------------------------------|
|       |                                   |  |   |  | Contract Amount (₹ lakh) | Actual value of work done (in ₹ lakh) | Date of commencement of work | Scheduled date of completion | Actual date of completion |                          |  |   |                                 |
| 1.    | 2.                                | 3.   | 4.  | 5.   | 6 a                      | 6b                                    | 7a                           | 7b                           | 7c                        | 8                        | 9  | 10  | 11                              |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**(The work/s costing equal or above the minimum value specified in eligibility criteria)**

Date:

Authorized Signatory (With Name/Designation and Seal)

**Format 3A: CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (On Client's Letter Head) (To be read with item 3 of Section III(b))**

Name and address of the Client :

Details of Works executed by Shri /M/s :

| S. No. | Name of Work   |  |
|--------|--|--|
| 1      | Brief particulars of the work  |  |
| 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 and address of the authority under whom works executed                                      |  |
| 10     | Whether the Contractor employed qualified Security Supervisor/Overseer during execution of work? |  |
| 11     | i) Quality of work (indicate grading)  | Outstanding/ Very Good/ Good/ Satisfactory/ Poor |
|        | ii) Amt. of work paid on reduced rates, if any.  |  |
| 12     | i) Did the Contractor go for arbitration?  |  |
|        | ii) If yes, total amount of claim  |  |
|        | iii) Total amount awarded  |  |
| 13     | Comments on the capabilities of the Contractor.  |  |

|  |                                 |   |
|--|---------------------------------|---|
|  | a) Technical proficiency        | Outstanding/ Very Good/ Good/<br>Satisfactory /Poor |
|  | b) Financial soundness          | Outstanding/ Very Good/ Good/<br>Satisfactory/ Poor |
|  | c) Mobilization of adequate T&P | Outstanding/ Very Good/ Good/<br>Satisfactory/ Poor |
|  | d) Mobilization of manpower     | Outstanding/ Very Good/ Good/<br>Satisfactory/ Poor |
|  | e) General behaviour            | Outstanding/ Very Good/ Good/<br>Satisfactory/ Poor |
|  | f) After sales Service          | Outstanding/ Very Good/ Good/<br>Satisfactory/ Poor |

Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Format 4 FINANCIAL STATUS (To be read with item 4 of Section III(b))**

| Sr.no. | Details   | Financial Year   |  |  |
|--------|---|--|--|--|
|        |   | April 1,<br>2021 .to<br>March 31,<br>2022<br><br>₹ in lakh | April 1,<br>2022, to<br>March 31,<br>2023<br><br>₹ in lakh | April 1,<br>2023, to<br>March 31,<br>2024<br><br>₹ in lakh |
| 1      | Annual financial turnover<br>certified by Chartered Accountant. |  |  |  |
| 2      | Income Tax returns for the year                                 |  |  |  |

**Note:**

Statement shall be supported by copies of audited financial statements/ accounts of the business of the Tenderer duly certified by a Chartered Accountant and the Income Tax Returns for the years viz. 2021-22, 2022-23, 2023-24.

Date: \_\_\_\_\_ Authorized Signatory (With Name/Designation and Seal)



**Format 5: FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**  
**(On Bankers' Letter Head) (To be read with Item 5 of Section III(b))**

To,

Date:

Regional Director,  
Reserve Bank of India,  
Estate Department,  
6, Sansad Marg,  
New Delhi - 110001

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

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

For the bank with Name, Designation and Seal

Note:

1. Bankers' certificates should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Estate Department, 6, Sansad Marg, New Delhi - 110001.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank

**Format 5A: Details of Bidder's Banker (To be read with Item 5 of Section III(b))**

|   |   |  |
|---|---|--|
| 1 | Name and full Address of the Banker   |  |
| 2 | Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. |  |
| 3 | Type of Account and Account No.   |  |
| 4 | The period from which the service provider has been banking with the Banker                   |  |
| 5 | Any other information which the service provider may like to furnish about its Bankers        |  |
| 6 | IFSC code of the Branch   |  |

Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Annexure III - Format for Power of Attorney for Authorized Signatory**

(On Non-Judicial Stamp Paper of ₹100/-)

To,  
The Regional Director  
Reserve Bank of India  
New Delhi

Dear Sir/Madam,

..... (Name of work)

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. .... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Bidder shall be irrevocable.

**Annexure – IV: Letter of Undertaking on Bidder's Letter Head (On A Stamp Paper Of ₹100/-)**

To,  
Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Name of the bidder\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions etc. contained therein and undertake myself/ourselves abide by the same.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
4. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake that complete security of the all the Bank properties shall be ensured by our Security Agency, as well as any other Points considered by our Agency.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.

## **Annexure V**

### **INTEGRITY PACT**

#### **1. General**

This pre-bid post-contract Agreement (hereinafter called the “Integrity Pact”) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2025 between, on one hand, the Reserve Bank of India, Estate Department, 6, Sansad Marg, New Delhi acting through Shri Rohit Parshotam Das, Regional Director, Reserve Bank of India, New Delhi (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Mr. / Ms. \_\_\_\_\_, .....(Add designation) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL intends to engage a Contractor for “Providing Security Services at various properties of Reserve Bank of India, New Delhi” and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a ..... (please indicate category e.g., private company/ public company/ Government undertaking/ partnership, etc.) constituted in accordance with the relevant law in the matter and the PRINCIPAL is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the PRINCIPAL to receive the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **2. Commitments of the PRINCIPAL**

2.1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept,

directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.1.2 The BIDDER further undertakes and declares/represents that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PRINCIPAL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL

3.1.3 BIDDER shall disclose in writing the name and address of representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.1.4 BIDDER shall disclose in writing the payments to be made by them to any intermediary, in connection with this bid/contract.

3.1.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.

3.1.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.1.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.1.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed in writing by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

3.1.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company/entity in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the procurement process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money Deposit**

5.1 While submitting the Bid in the tender document, the BIDDER shall deposit an amount as may be specified by the PRINCIPAL in the tender document (as Earnest Money Deposit) with the PRINCIPAL through instruments, the detail of which along with the amount will be notified by the PRINCIPAL in the tender document.

5.2 In case of the successful BIDDER, a clause would also be incorporated in the clause pertaining to Performance Bank Guarantee and / or Security Deposit in the Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the precontract negotiations / proceedings with Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason, therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To recover all sums already paid by the PRINCIPAL with interest thereon at 2% higher than the prevailing Bank rate. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.



6.1.5 To encash the Security Deposit/ Performance bank guarantee, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

6.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.7 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.

6.1.9 Forfeiture of Performance Bank Guarantee in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Bharatiya Nyaya Sanhita, 2023 or Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause:**

The BIDDER undertakes that it has not supplied/is not supplying similar product/services or subservices at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other unit owned by Government of India / the PRINCIPAL and if it is found at any stage that similar product/services or sub services was supplied by the BIDDER to any Ministry/Department of the Government of India or a PSU or any other unit owned by Government of India / the PRINCIPAL at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

## **8. Independent External Monitors (IEMs)**

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission viz., Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R.R. District, Hyderabad - 500 089 (Email - [knageshwarrao@gmail.com](mailto:knageshwarrao@gmail.com)) and Shri Pramod Shripad Phalnikar, IPS (Retd.) A2,602 Phase - I, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra - 411 021 (Email - [pramodphalnikar@gmail.com](mailto:pramodphalnikar@gmail.com)).

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all procurement documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his procurement documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the procurement provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its authorized agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER

shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.2 In the event of any dispute between the PRINCIPAL and BIDDER where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case, dispute remains unresolved even after mediation by the panel of IEMs, the PRINCIPAL may take further action as per terms and conditions of the contract.

9.3 Person signing the Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/ she will await their decision in the matter.

#### **10. Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL, i.e., New Delhi, India.

#### **11. Other Legal Actions:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **12. Validity**

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period (if any), whichever is later. In case a BIDDER is unsuccessful in tendering process, this Integrity Pact shall expire after award of the contract to the successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

PRINCIPAL

Reserve Bank of India

Name of the Officer:

Designation:

Department:

BIDDER

Name of the Authorized Signatory:

Designation:

Name of the Bidder:

Witness

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

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

**Annexure VI Undertaking regarding declaration of debarment by public institution(s)**

**(To be read with Clause 8 of Section III(a))**

(To be submitted by the bidder on their letterhead)

**Name of Work:** Providing Security Services at various properties of Reserve Bank of India, New Delhi  
Sir,

1. I/We ..... (Name of the bidder) declares that
  - a) I/ We or any of our allied firm\* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on ..... (last date of submission of bid).
  - b) I/ We or any of our allied firm\* or any of our partners/directors have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on ..... (last date of submission of bid).
  - c) we will inform the Bank in writing, in case, I/we or any of our allied firm\* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We ..... (Name of the bidder) declare that I/we or our allied firm\* .....(Name of the allied firm(s)) or our partners/directors ..... (Name of the partner / director) is/ are debarred / suspended / blacklisted by ..... (Name and address of public institution in India or any other country) and the same is effective up to ..... (date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

\*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue

of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

**Annexure VII Format for Undertaking on Legal Actions / Litigation / Arbitration  
by the Bidder** [On the Letter head of the Bidder]

Date:

To,

Regional Director,  
Reserve Bank of India,  
Estate Department,  
6, Sansad Marg,  
New Delhi - 110001

Ref: Providing Security Services at various properties of Reserve Bank of India, New Delhi

Sir,

1. I/We ..... (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction.

1. I/We ..... (Name of the bidder) declare that the following legal action(s) have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved etc.) .....

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

*(Note: strike out one of the above two declarations which is not applicable)*

2. Further, we ..... also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects

2. Further, we ..... also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:

..... (detail of the project and type of action etc.) .....

.....

*(Note: strike out one of the above two declarations which is not applicable)*

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

**Annexure VIII: Proforma of Bank Guarantee for Earnest Money Deposit**

(On Non-Judicial Stamp Paper of appropriate value)

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

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

The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Dear Sir / Madam,

**Providing Security Services at various properties of Reserve Bank of India, New Delhi - Bank Guarantee for Earnest Money Deposit**

Ref.: NIT/Advt.No. \_\_\_\_\_ date \_\_\_\_\_

**WHEREAS**

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (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 bidder shall furnish a Bank Guarantee for a sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Bidder) \_\_\_\_\_, (hereinafter called as "the 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 the 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 the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder 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 Bidder; 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 EMD for the due performance of the obligations of the



Bidder 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 within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder.

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 Bidder 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 Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

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

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

e) Our liability under 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.

Authorized 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).

**ANNEXURE-IX: Proforma of Performance Bank Guarantee**

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

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

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

The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Dear Sir/Madam,

**Providing Security Services at various properties of Reserve Bank of India, New Delhi – Performance Bank Guarantee**

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to the RBI a Performance Guarantee for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said Contractor of the terms and conditions contained in the Contract.

We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the Contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹. \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the Contract.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his/her obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall

be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to the RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

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

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

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

d) This guarantee shall remain in force up to \_\_\_\_\_ (60 days beyond the expiry of the Contract) 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 six months from expiry date of the Bank Guarantee or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

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

## **Annexure X - Articles of Agreement**

ARTICLES OF AGREEMENT made at New Delhi on this \_\_\_\_\_ day of 2025 between the Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Bank") of the one part and \_\_\_\_\_ (hereinafter called "the CONTRACTOR") of the other part.

WHEREAS the Bank intends to engage a Contractor for "Providing Security Services at various properties of Reserve Bank of India, New Delhi" and has caused specifications describing the work to be done [as detailed in Tender Documents (Sections I to VI, Annexures, and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Sections I to VI, Annexures, and amendments thereof)] have been signed by or on behalf of the parties hereto.

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

### **A) NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. **Definitions:** In this Agreement, unless there is anything repugnant to the subject or context:
  - i. "Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work.
  - ii. "Site" means the Bank's Office premises and Residential Colonies.
  - iii. "Work" means Providing Security Services at various properties of Reserve Bank of India, New Delhi.
  - iv. "Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.
  - v. "Day" shall mean Calendar Day
  - vi. "Working Day" shall mean days when the Bank's office is working *i.e.*, Days excluding public holidays, Saturdays, and Sundays.
  - vii. "Month" shall mean the calendar month.
  - viii. "Year" shall mean Financial Year
  - ix. "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
  - x. "The Contractor" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or

company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

- xi. "The Authorized representatives of the Bank" means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.
  - xii. "Contract Amount" shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.
  - xiii. "Notice in writing or 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 or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.
  - xiv. "Writing" includes any written paper document, e-mail correspondence and any electronic message.
  - xv. "Commencement of work" shall mean the date specified in the work order.
2. In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular only include the plural and vice versa.
  3. **Signing of Contract Agreement:** On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Delhi/ New Delhi. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the Contractor shall devolve on the Contractor and the Bank shall be entitled to recover the amount from the Performance Bank Guarantee (PBG) or from the bills raised by the Contractor. Where the PBG is utilized for the said purpose, the Contractor shall immediately refurnish a fresh PBG. Failure to do so may amount to breach of the agreement and consequences thereof shall follow.
  4. **Contract Period:** This agreement will come into effect from date specified in the Work Order and will remain in force up to one year, unless earlier terminated in accordance with the termination clause. This Contract may be considered for further renewal for maximum two years (for one year or shorter period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank. 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.

5. In consideration of the said Contract Amount to be paid in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the scope of work.
6. The Bank shall pay the Contractor the Contract Amount or such other sum which shall become payable at the times and in the manner specified in the said Conditions.
7. The said Conditions and the correspondence attached hereto 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 the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.
8. The specifications, agreements and documents mentioned herein shall form the basis of this Contract.
9. This Contract is a fixed Lump Sum Contract, to carry out the work according to the scope of work detailed in the tender document, at the rates quoted by Contractor in the Price Bid of the Tender (Part II).
10. The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages to the property etc.
11. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract. The Bank at its discretion, may, close or add some of the premises any time during the Contract period. The amount for providing services in the Contract in case of addition / closing of Bank's offices shall be based on the rates quoted by the Contractor and as per mutual consultation.
12. The Contractor shall submit an irrevocable Performance Bank Guarantee from a Scheduled Bank as stated in the said Conditions for successful execution of the Contract.

## **B) SERVICES TO BE RENDERED BY THE CONTRACTOR**

1. The Contractor shall be responsible for providing uninterrupted services on regular basis as per the scope of work and terms and conditions of the Contract.
2. The Contractor shall provide a complete and updated list of all the personnel deployed in the Bank's premises every month.
3. No Security Supervisors/ Security Guards shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.
4. The Contractor shall ensure that only trained and competent persons are deployed, who are medically, physically, and mentally fit and are not suffering from any chronic or contagious diseases that may hamper their ability in



carrying out the work efficiently. The Contractor shall deploy his/her/ its staff in such a way that they get weekly rest.

5. The Security Supervisors / Security Guards deployed by the Contractor shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her. The Contractor shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement.
6. The Contractor shall ensure that all employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior, and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Contractor and/ or its employees have observed the same. The Contractor shall be responsible for the good behavior and conduct of their employees and in case of any complaints by the Bank, the Contractor shall not employ such employees in the Bank's premises.
7. The Contractor shall supervise the work of all employees to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
8. The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank or the persons and properties of the occupants of the premises and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.
9. All the persons deployed for the purpose of this agreement by the Contractor shall be provided uniform and identity cards. Also, identity cards are to be countersigned by the Security Officer/ for administrative and safety purpose to avoid any unauthorized person entering the Bank's premises. The Contractor ensure that all its employees and agents always bear the identity card while they are working in the Bank's premises.
10. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement, that they are employees of the Contractor and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the Contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
11. The Contractor should ensure that the workers deployed in the Bank's premises are trained to the effect that they immediately report to the Bank's

Security Staff if any suspicious item/activity noticed by them in the Bank's premises while attending to their duties.

12. The Contractor shall abide by all procedures/norms related to safety and security of the Bank's premises.
13. The Contractor shall ensure that the persons deployed for the purpose of the Contract do not create any nuisance/disturbance in the premises of the Bank and always carry out their work peacefully and in orderly manner.

**C) Statutory Compliance-**

- i. The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz. Contract Labour (Regulation and Abolition) Act, 1970; Employees' State Insurance Act, 1948; Employees' Compensation Act, 1923; Payment of Wages Act, 1936; The Employees' Provident Fund and Miscellaneous Provisions Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Child Labour (Prohibition and Regulation) Act, 1986; Maternity Benefits Act, 1961; Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and/or any other Rules/Regulations and/or Statutes that may be applicable to them.
- ii. The Security Supervisors and Security Guards provided shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.
- iii. The Contractor should be registered with the concerned authorities of Labour Department under the Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
- iv. The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under Contract Labour (R&A) Act, 1970 etc. at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose.
- v. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
- vi. The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948. The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer's contribution

towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same to concerned authorities duly furnishing particulars of personnel deployed in the Bank.

**D) Compliance with Minimum Wages-**

- i. Minimum wages as prescribed by Central Government in the Minimum Wages Act, 1948 will be applicable. The Contractor shall ensure payment of minimum wages to the employees employed by them through NEFT or any other electronic mode to their bank accounts. Under no circumstances wages shall be paid in cash. The Contractor shall maintain a register of wages and shall issue a wage slip to every employee employed by them. Wages to the employees shall be disbursed only through electronic mode to their bank account and the documentary evidence of payment such as a copy of the transaction record/ bank statement of the Contractor shall be produced with the bill to be submitted to the Bank for payment to the Contractor. In addition, they have to provide basic amenities like drinking water, first aid facility, etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
- ii. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.
- iii. 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 Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee.

**E) Terms applicable for Payment:**

- i. The Contractor shall raise the bill on monthly (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting

applicable taxes) from the date of submission of complete and correct bill after certification by the Caretaker/Security Officer of the respective properties for satisfactory completion of the work and along with supporting documents:

- a. Documentary proof of attendance register certified by Caretaker and Security Officer.
  - b. NEFT statement as evidence for remittance of wages to the deployed employees.
  - c. Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favor of the employee deployed at Bank's site.
  - d. Bank Statement / ECS mandates.
    - i. Statement evidencing the deposits of GST
- ii. All payments by the Employer under this Contract will be made only at New Delhi.
- iii. Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the document as above is not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of persons deployed by the Contractor have been made for the billed period. No request for making advance payment on any ground shall be entertained. Any Tax etc., if any levied by the Central/State Government will be borne by the Contractor. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes *i.e.*, Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills. In case of disputed bills, adjustment will be made after mutual negotiation/arbitration.
- iv. The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.

- v. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi.
- vi. The employees should be paid minimum wages under the Minimum Wages Act, 1948 and rules made thereunder or under any other applicable law. Besides, the employees should be given Employees Provident Fund as per Employees Provident Funds and Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. The Contractor shall have a valid EPF Account for making EPF Contribution for its employees. In case of any complaint regarding noncompliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the Contract. The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and all other applicable laws. **The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.**

#### **F) Escalation Clause (Revision of Rates)**

**(i) Wage escalation-** The Contractor shall pay the revised wages as soon as the wages are notified by the Central Government. Upon receiving request from the Contractor, the rates (as stated at S. No. 'A' and 'B' of 'Price Bid' given in Part II of the tender) would be revised based only on the revision of Minimum Wages as prescribed by Central Government for Watch and Ward staff (i.e., Watch and Ward with arms for Security Supervisors and Watch and Ward without arms for Security Guards). If the wages already being paid is sufficient to meet the revised minimum wages requirement, no further increase will be affected in respect of payments to Security Supervisor / Security Guards deployed.

**(ii) Contractor's Profit/ Service Charges and Uniform Charges escalation-** The Contractor's Profit/ Service Charges and Uniform Charges component (as stated at S. No. 'C' and 'D' of 'Price Bid' given in Part II of the tender) will be revised annually at the time of renewal of the Contract by a percentage calculated as per following formula-

$$AC = ((CPI_c - CPI_p) / CPI_p) * 100$$

|                  |   |
|------------------|---|
| CPI <sub>c</sub> | Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the current year.  |
| CPI <sub>p</sub> | Consumer Price Index for *Industrial Workers (All India average) 6 months prior to the commencement date of contract for the previous year. |
| AC               | Percentage increase for renewal   |

**G) Subletting of Work:** The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.

**H) Penalty clause –**

**1. Withholding of Payments:** The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor 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.

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

**3. Penalty for Operational Lapses:** Illustrated list for operational lapses are as follows

| Sl. No. | Service Level Agreement (SLA)   |        |
|---------|---|--------|
|         | Operational Lapses  | Risk   |
| 1       | Failure to prevent thefts / pilferage at assigned area.   | High   |
| 2       | Staff Missing from duty/ post.  | High   |
| 3       | Failure to intimate immediately about incidents to the Bank's designated Security Officer   | High   |
| 4       | Staff sleeping on duty  | High   |
| 5       | Misuse of Bank property/ equipment.   | High   |
| 6       | Misbehaviour by the Staff Security Supervisor/Security Guard with any employee / visitors etc.  | Medium |
| 7       | Failure of the Security Supervisor / Security Guard in handing and taking over of duties during shift change and failure in follow up of Duties assigned to the Security Supervisor and Security Guard as per tender document | Medium |
| 8       | Failure to conduct training per the calendar approved by the Bank (Minimum one training session to all staff in a month)  | Low    |

|    |   |     |
|----|---|-----|
| 9  | Failure to conduct round the clock patrolling in each shift (Patrolling minimum 1 time in an hour during Day / Night) | Low |
| 10 | Failure of Security Supervisor / Shift IC to ensure Team performance and maintenance of discipline at all times.      | Low |
| 11 | Staff not available in smart Turnout, good uniform with ID card at all times.   | Low |

Tolerance Level for the above-mentioned Operational lapses is Zero. The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the operational lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value.

**Implementation:** The above-mentioned SLA are to be monitored by the Protocol and Security Cell, Reserve Bank of India, New Delhi and process the penalties if any.

**4. Penalty for Statutory Compliance Lapses:** Illustrated list for Statutory Compliance lapses are as follows:

| Sl. No | Statutory requirements   | Risk   |
|--------|--|--------|
| 1.     | Failure to comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.  | High   |
| 2.     | Failure to deploy 100% security staff in each shift. (Should not be less than 98% attendance on daily shift basis) | High   |
| 3.     | Deploying the Staff/ employees without giving weekly-off.  | High   |
| 4.     | Failure to participate in the Vendor Compliance Audit  | High   |
| 5.     | Deployment of Higher-grade staff into lower grade  | High   |
| 6.     | Failure to maintain attendance register in such a manner that daily tracker of staff is possible.                  | Medium |
| 7.     | Failure to comply with the Applicable laws   | Medium |
| 8.     | Failure to provide documents on time for PF/ESI along with the bill  | Medium |
| 9.     | Failure to pay the salary by 10 <sup>th</sup> of each month  | Medium |

Tolerance Level for the above-mentioned statutory compliance lapses is Zero. The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the statutory compliance lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value.

**Implementation:** The above-mentioned statutory requirements is to be monitored by the Protocol and Security Cell, Reserve Bank of India, New Delhi and to process the penalties if any.

I/We hereby declare that I/We have read and understood all the above Instructions/conditions and agree to abide by them.

**I) Insurance:**

(a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.

- i. Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk.
- ii. Employees' Compensation Policy for all employees deployed at site.
- iii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details:

- For injury to persons – Rs 2 Lakh per person per accident
- For damage to property – Rs 5 Lakh per accident for a ceiling of Rs 25 Lakh.

(b) All insurance policies shall be taken in the joint names of the RBI, New Delhi, and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.

(c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.

(d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.

(e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.

(f) Copy of the insurance policy is to be submitted to the before commencement of work (within 14 days of award of work), failing which the Bank reserves the right to terminate the Contract.

(g) The Bank shall not be responsible for any injury, accident, disability, or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.

The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and



therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.

**J) Indemnity Clause:**

(a) The Contractor shall keep the Bank and its officers, employees, directors, and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:

- i. Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or
- ii. Non-performance of the terms and conditions of the Contract; or
- iii. Breach of the representations and warranties made by the Contractor; or
- iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.
- v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.
- vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

(b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

**K) Non-disclosure:** The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, 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 Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the

prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### **L) PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE**

- a) The Contractor 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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

#### **M) Termination of the Contract**

- (a) Either party shall be at liberty to terminate the agreement by giving three clear calendar months’ notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank’s discretion.
- (b) Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by giving notice in writing shall determine the Contract in any of the following cases:
  - (i) If the Contractor has abandoned the Contract.

(ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.

(iii) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

(iv) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelization etc. or commits breach of Integrity Pact or the Agreement.

(v) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

(vi) If the Contractor (whether an individual, firm, or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.

(vii) If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.

(viii) If the Contractor assigns or sublets this Contract.

Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.

- (c) **Termination of Contract by Contractor** - If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing, requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed. The Contractor shall however continue to discharge the Contractual obligation during the notice period unless dispensed by the Bank.
- (d) **Termination of Contract in case of death of Contractor** - Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without any liability for such termination and compensation to the Contractor.

**N) Force Majeure:**

Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

**O) Disputes Resolution:**

- (i) All disputes arising under the Agreement shall be settled amicably through discussions between the parties. In the event of any dispute between the two parties where Integrity Pact is applicable, if both the parties are agreeable, they may first try to settle dispute through mediation before the panel of IEMs in a time bound manner. Not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties, i.e., the Bank and the contractor.

(ii) In case, dispute remains unresolved even after mediation by the panel of IEMs, the Bank may take further action.

(iii) The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.

**P) Jurisdiction of Court:** All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.

**Q) Failure to Exercise the Bank's rights-**

Any omission on the part of Bank at any time to exercise any of its rights under the terms of engagement of the Contractor shall not be deemed to amount as waiver on the part of Bank of its rights and in no way impair or affect the validity of the terms and the privilege of Bank to enforce its rights at any time subsequently.

**R) Tenancy Rights -**

Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/her/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the Contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the Contractor for due execution of the Contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be evicted and prosecuted.

**S) Other conditions –**

1. To ensure effective implementation of this Contract, the Regional Director or an Authorised Representatives of the Bank shall issue instructions, either orally or in writing to the Contractor and such instructions shall be deemed to be a part and parcel of this Contract and shall be binding on the Contractor. In all matters relating to or incidental to this Contract, if there arises any doubt or dispute or disagreement, the decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.
2. The Contractor shall provide at his/her cost everything necessary for the proper execution of the Contract according to the intent and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy he/she shall immediately and in writing refer same to the Regional Director, Reserve Bank of India, New Delhi who shall

decide thereupon. The decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.

3. The Contractor shall not be entitled to any compensation for any loss suffered by him/her on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him/her or in any subcontract connected therewith or delays in awarding Contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
4. If, at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of the whole or part of the works.
5. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank and the same may be deducted from any moneys due to the Contractor.
6. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its Authorized Representatives. Subsequently, the Contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.
7. Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract elsewhere with the Bank pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) or by the competent court, as the case

may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For this clause, where the Contractor is a partnership firm or a limited company, the Bank shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his/her individual capacity or otherwise.

8. The Contractor and all his/her personnel deployed shall follow COVID 19 protocols or any other pandemic related protocols issued by Government authorities or the Bank.
9. The Bank reserves the right to carry out inspection of the office and/ or training setup of the bidders to ensure that the same satisfies the eligibility criteria mentioned in this tender document.

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

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

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

If the Contractor is a partnership or an individual.

If the Contractor 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

(1)

Address

(2)

Address

If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.

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

SIGNED AND DELIVERED BY the Contractor by the hand of Shri \_\_\_\_\_ and duly constituted attorney.

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



**Annexure XI - Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India**

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

To  
Regional Director Reserve Bank of India New Delhi.

Name of Work:

I/We (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019- PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that (Name of the bidder)

Is not from a country sharing land border with India, or

b. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

c. Is from a country sharing land border with India where Government of India has extended lines of credit, or

d. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Undertaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with stamp

Date:

Place:

## **Part - II**

### **Financial / Price Bid**

|   |                             |
|---|-----------------------------|
| <b>Time and Date of Opening of Part-II:<br/>Price Bid</b> | <b>To be notified later</b> |
|---|-----------------------------|

**Section VI: Financial /Price Bid****PRICE BID FOR PROVIDING SECURITY SERVICES AT VARIOUS PROPERTIES  
OF RESERVE BANK OF INDIA, NEW DELHI**

| <b>S. No</b> | <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Rate per unit in Rs. (Inclusive of GST/ applicable taxes)</b>     | <b>Total Amount in Rs. (Inclusive of GST/ applicable taxes)</b>      |
|--------------|---|-----------------|-------------|--|--|
| <b>1</b>     | <b>2</b>  |                 | <b>3</b>    | <b>4</b>   | <b>5</b>   |
|              |   |                 |             |  | <b>(3*4)</b>   |
| A.           | Wages to be paid to 16 nos. Security Supervisors@<br>The rate shall be quoted as wages of 01 Security Supervisor on annual basis  | 16              | NOS.        | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> |
| B.           | Wages to be paid to 101 nos. Security Guards\$<br>The rate shall be quoted as wages of 01 Security Guard on annual basis  | 101             | NOS.        | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> |
| C.           | Contractor's Profit/ Service Charge#<br>(Including Admin. Charges, insurance cost, and any other statutory dues payable by Contractor, etc.)<br>(Rate should be quoted as lumpsum for one year)                                     | 1               | Per year    | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> |
| D.           | (i) Uniform charges for all Security personnel (including uniform, washing charges, fluorescent jacket inscribed as Security at the back, cap/helmet, leather shoes, socks, lanyard with whistle, jersey for winter, belts, badges, | 1               | Per year    | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> |

|    |  |   |          |  |  |
|----|--|---|----------|--|--|
|    | raincoat /umbrella at all the posts in places of deployment)<br>(ii) Cost of repair of walkie talkie provided to the Security Guards (Rate should be quoted as lumpsum for one year) |   |          |  |  |
| E. | 41 nos. Walkie Talkie for Security Guards<br>(Rate should be quoted as lumpsum for one year)   | 1 | Per year | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> |
|    | <b>Total (A+B+C+D+E)</b>   |   |          | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> | <i>Rates should be quoted in MSTC under the Section of Price Bid</i> |

@ Considering minimum wages as notified by GoI dated March 28, 2025 (including EPF, ESI, and Relieving Charges), annual wages per Security Guard works out to be ₹4,53,573.12 (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

\$ Considering minimum wages as notified by GoI dated March 28, 2025 (including EPF, ESI, and Relieving Charges), annual wages per Security Supervisor works out to be ₹4,89,652.80 (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

# The Contractor's Profit/Service Charge must be quoted equal or more than five per cent of the total wages (A+B), which works out to be ₹26,82,267/- (inclusive of GST/ applicable taxes). Bids quoting the Contractor's Profit/Service charge below such amount will be rejected without assigning any reason thereof.

**Wage Analysis given in 'Annexure XII' may be referred to for preparation of price bid.**

**Notes:**

- Deployment of security personnel will be as specified in Section IV (a).
- Rates must be as per the Central Minimum Wages Act and inclusive of all applicable statutory levies / taxes, GST/CGST/ SGST) and all statutory dues payable by the bidder to government authorities.

- iii. No Enclosure should be enclosed with third e-cover i.e., Part-II (Price Bid).
- iv. No conditions, separate conditional notes etc. should be added in part- II.
- v. Please use only the format supplied on MSTC portal.
- vi. No charges other than the total bid amount quoted above will be paid by the Bank.
- vii. The total bid amount shall be quoted for one year only.
- viii. Total Wages for deputing 101 Nos. Security Guards (99 Nos.-Male, 02 Nos.- Female) and 16 Nos. Security Supervisor shall be as per Annexure XII of the tender document.
- ix. Service Charge has been fixed to a minimum amount of five per cent of total wages, which works out to be ₹26,82,267/- (inclusive of GST/ applicable taxes).
- x. Total Bid price should be quoted up to two places of decimal.

Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Annexure-XII****Wage Analysis**

**(It is for illustrative purpose only and the same should not be submitted with Techno-Commercial Bid. It should be submitted at Online Portal under Section-Price Bid)**

|  |
|--|
| Wage Analysis for calculation of Minimum wages for Part-II of the Tender   |
| Minimum wages for Security Guards are Rs.981/- per person per day (Watch and Ward without arms) and for Security Supervisor are Rs.1065/- per person per day (Watch and Ward with arms) as per latest Central Government notification no. (File No.1/6(6)/2024-LS-II dated March 28, 2025, applicable w.e.f. April 01, 2025). Monthly wages will be quoted strictly as per the minimum wages referred above. |
| Services shall be provided as per the requirements mentioned in the tender document and complying with all statutory requirements.   |
| Analysis is as under-  |

| S. No | Particulars  | Calculation | Amount (in Rupees) |                     |
|-------|--|-------------|--------------------|---------------------|
|       |  |             | Security Guard     | Security Supervisor |
| 1     | Minimum wages for 26 days (Basic +VDA)<br>For Security Guard- 981*26<br>For Security Supervisor- 1065*26 | A           | 25,506.00          | 27,690.00           |
| 2     | EPF @ 12.00% of minimum wage or ₹15,000/-, whichever is lower  | B=15000*12% | 1,800.00           | 1,800.00            |
| 3     | EDLI and Admin Charges { @1% (i.e., 0.5%+0.5%) on ₹15,000/-}   | C=15000*1%  | 150.00             | 150.00              |
| 4     | ESI @ 3.25% of minimum wages (applicable for max salary of ₹21,000/-)                                    | NA          | 0.00               | 0.00                |
| 5     | Bonus @ 8.33% (applicable for max salary of ₹21,000/-)   | NA          | 0.00               | 0.00                |
| 6     | Total Wages per Security Personnel per month (before relieving charges)                                  | E=A+B+C     | 27,456.00          | 29,640.00           |
| 7     | Reliever Charges   | F=E*1/6     | 4,576.00           | 4,940.00            |

|    |   |          |                                     |              |
|----|---|----------|-------------------------------------|--------------|
| 8  | Total Wages per Security Personnel per month  | $G=E+F$  | 32,032.00                           | 34,580.00    |
| 9  | Annual wages per Security Personnel   | $H=G*12$ | 3,84,384.00                         | 4,14,960.00  |
| 10 | GST@18%   | I        | 69,189.12                           | 74,692.80    |
| 11 | Annual wages per Security Personnel after GST   | $J=H+I$  | 4,53,573.12                         | 4,89,652.80  |
| 12 | No of Security Personnel (Manpower)   | K        | 101                                 | 16           |
| 13 | Annual wages for all Security Personnel   | $L=J*K$  | 4,58,10,885.00                      | 78,34,444.80 |
| 14 | Wages to 16 Security Supervisors inclusive of GST (rounded up)  |          | A                                   | 78,34,445    |
| 15 | Wages to 101 Security Guards inclusive of GST (rounded up)  |          | B                                   | 4,58,10,886  |
| 16 | Total wages to all Security Personnel deployed  |          | (A+B)                               | 5,36,45,331  |
| 17 | Contractor's profit/ Service Charge @ 5% of total wages stated at S.No. 16 above inclusive of GST# (including Admin. Charges, insurance cost, and any other statutory dues payable by Contractor etc.) (rounded off)  |          | C<br>(5% on total at S.No.16 above) | 26,82,266.55 |
| 18 | Uniform charges for all Security Personnel (including uniform, washing charges, fluorescent jacket inscribed as Security at the back, cap/helmet, leather shoes, socks, lanyard with whistle, jersey for winter, belts, badges, raincoat /umbrella at all the posts in places of deployment) inclusive of GST |          | D                                   |              |
| 19 | Walkie-talkie charges inclusive of GST  |          | E                                   |              |
| 20 | Grand Total   |          | A+B+C+D+E                           |              |

# The Contractor's Profit/Service Charge must be quoted equal or more than five per cent of the total wages specified in Sl. No. 15 (above), which works out to be



₹26,82,267/- (inclusive of GST/ applicable taxes). Bids quoting the Contractor's Profit/Service charge below such amount will be rejected without assigning any reason thereof.