



**E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009**

This is an open tender enquiry. However, only those bidders/vendors/agencies who are qualified for the work as per qualifications criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents on MSTC website in support of their eligibility for the tender.

1)	<b>e-Tender Name</b>	<b>E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009</b>
2)	e-Tender no.	<b>RBI/SHIMLA REGIONAL OFFICE/Others/10/25-26/ET/1057</b>
3)	Mode of Tender	<b>e-Procurement System</b> (Online Part I - Technical Bid and Part II – Financial Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
4)	Estimated Cost of Tender	<b>Rs 70,00,000/- (including taxes) annually</b>
5)	Details of Earnest Money Deposit (EMD)	<b>Rs 140,000/-</b> (Rupees One Lakh Forty Thousand only) Through NEFT only  <b>Details of NEFT:-</b> Beneficiary Name:- Reserve Bank of India, Shimla Beneficiary A/c No: - 186003001 IFSC Code: - RBIS0SMPA01 (5 <sup>th</sup> and 10 <sup>th</sup> being zero)  <b>e-Tender application not accompanied by EMD will be treated as unresponsive and will be rejected by the Bank.</b>
6)	Transaction Fees	To be paid through MSTC payment Gateway / NEFT / RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd. Transaction fee will not be charged by RBI.
7)	Date of NIT available to parties to download on RBI website.	<b>Feb 27, 2026, from 15:00 Hrs onwards</b>



8)	Date of Starting of online submission of e-Tender (Technical Bid and Price Bid) at <a href="http://www.mstcecommerce.com/eproc/home/rbi">www.mstcecommerce.com/eproc/home/rbi</a>	<b>Feb 27, 2026, from 15:00 Hrs onwards</b>
9)	Pre-Bid meeting	<b>March 06, 2026; 15:00 Hrs</b>
10)	Venue of Pre-Bid Meeting	Conference Hall, 4 <sup>th</sup> Floor, Reserve Bank of India, Kasumpti, Shimla -171009
11)	Last date of submission of EMD	<b>March 22, 2026; 14:00 Hrs</b>
12)	Date of closing of online submission of e-Tender (Technical Bid & Price Bid)	<b>March 22, 2026; 14:00 Hrs</b>
13)	Date & time of opening of Part-I (Technical Bid)	<b>March 23, 2026; 11:00 Hrs</b>
14)	Date & Time of opening of Part-II (Financial Bid)	The Part-II Financial Bid of only those tenderers will be opened who fulfil the pre-qualification/eligibility criteria and also fulfills all other terms and conditions specified in the tender document. Such bidder(s) will be intimated regarding date of opening of Part-II Financial Bid only through e-mail provided by the bidders in their Technical Bid.

Any corrigendum will be issued only on RBI Website ([www.rbi.org.in](http://www.rbi.org.in))

**Regional Director  
Reserve Bank of India  
Shimla**



**भारतीय रिज़र्व बैंक/ RESERVE BANK OF INDIA**  
**शिष्टाचार एवं सुरक्षा कक्ष/ Protocol & Security Cell**  
**शिमला/ SHIMLA**

**E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009**

**RBI/SHIMLA REGIONAL OFFICE/Others/10/25-26/ET/1057**

निविदाकर्ता का नाम / Name of the Tenderer: \_\_\_\_\_

पता / Address: \_\_\_\_\_

संपर्क विवरण/ Contact Details: \_\_\_\_\_

निविदा जमा करने की नियत तिथि एवं समय:  
Last Date for Submission of Tender

22 मार्च 2026; 14:00 Hrs

निविदा के भाग – 1 के खुलने की तिथि:  
Date of Opening of Part-I of the Tender

23 मार्च 2026; 11:00 Hrs



## **DISCLAIMER**

Reserve Bank of India, Shimla (hereafter called “the Bank”), has prepared this document to give background information on the contract to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believes it to be in order, 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, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents shall 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. 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. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version shall prevail.

The Bank reserves the right not to proceed with the contract or to change the configuration of the contract, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type shall be made to person or entities expressing interest.



**Reserve Bank of India  
Protocol & Security Cell  
Shimla**

<https://www.rbi.org.in>

**Notice Inviting e-Tender (Only through e-procurement)**

**E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009**

Reserve Bank of India, Shimla (hereinafter called “the Bank”), invites E-tender under Two – Bid system (Technical & Financial Bid) from reputed agencies/companies/firms for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009. The initial contract shall be valid from April 01,2026 to March 31, 2027 which may be extended up to a further period of two years (one year at a time) subject to review by the Bank based on the satisfactory performance of the service provider.

The e-tendering process would be done through the e-Tendering portal of MSTC Ltd <https://www.mstcecommerce.com/eprochome/rbi>. All interested companies/firms /agencies must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The tenderers should submit their proposal, as per the instructions regarding e-tender, along with all supporting documents complete in all respects to satisfy the Bank about the eligibility as specified in the tender document on or before **14:00 Hrs on March 22, 2026**. **In case the said eligibility criteria are not fulfilled, the tender will be rejected.**

Tenderers shall submit e-tender proposal along with refundable EMD of **Rs. 1,40,000/- (Rupees One lakh Forty Thousand only)**, complete in all respects as per the prescribed format. However, at any time prior to the last date for receipt of tender, the Bank may, for any reason, whether on its own or in response to a clarification requested by a prospective tenderer, modify the tender document by an amendment. The amendment so made will be notified only on the Bank’s website <https://www.rbi.org.in> in the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi>) and shall be binding on the prospective tenderers. In order to provide the prospective tenderers with reasonable time to take the amendments if any, into account in preparing their bids, the Bank may at its discretion, extend the last date of submission of the tender. The tenderer should regularly check the Bank’s website / MSTC-portal for any amendment / corrigendum / clarification regarding the e-tender. No e-tender can be modified subsequent to the last date of submission of the e-tender. No e-tender can be withdrawn in the time period between the last date for submission of tender and the expiry of the e-tender validity period as specified in the e-tender document. Withdrawal of the tender during the

said interval shall result in forfeiture of the EMD submitted by the tenderer. **The Part-I (Technical Bid) of the e-tender will be opened electronically on March 23, 2026 at 11.00 AM.** In the event of the opening of Part-I (Technical Bid) being declared a Holiday, the same will be opened on next working day at 11:00 AM.

**The Financial Bid of only those tenderers will be opened who are found eligible in the technical bid evaluation.** The date of the opening of Financial Bid will be intimated to eligible tenderers. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-tender and to reject any e-tender without assigning any reason thereof.

The e-tender document is also available in the Bank's website link  
- <https://rbi.org.in/web/rbi/tenders>

**Regional Director  
Reserve Bank of India  
Shimla**



**Reserve Bank of India  
Protocol & Security Cell  
Shimla**

**E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India,  
Main Market, Kasumpti, Shimla – 171009**

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**Section-I**  
**SCHEDULE OF E-TENDER**

**E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009**

Sr. No.	Particulars	Details
1.	Name of Department	Protocol & Security Cell
2.	Name of e-Tender	<b>Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009</b>
3.	NIT No.	<b>RBI/SHIMLA REGIONAL OFFICE/Others/10/ 25-26/ET/1057</b>
4.	Mode of e-Tender	<b>e-procurement system</b> Online Part I - Technical Bid and Part II – Financial Bid through ( <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
5.	Total Annual Estimated Cost	<b>Rs 70,00,000/- (including taxes)</b>
6.	Date of Notice Inviting Tender (NIT) available for parties to download	<b>Feb 27, 2026, from 15:00 Hrs onwards</b>
7.	Date for Starting of e-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II) at <a href="https://mstcecommerce.com/eprochome/rbi">https://mstcecommerce.com/eprochome/rbi</a>	<b>Feb 27, 2026, from 15:00 Hrs onwards</b>
8.	Pre- Bid meeting Date	<b>Mar 06, 2026, at 15:00 Hrs onwards (Offline)</b> <b>Venue: - Reserve Bank of India, Conference Hall, Main Market, Kasumpti, Shimla</b>
9.	Last date of submission of Earnest Money Deposit (EMD) through NEFT.	<b>March 22, 2026, before 14:00 Hrs</b>
10.	Date of Closing of e-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II).	<b>March 22, 2026, at 14:00 Hrs</b>
11.	Date and Time of Opening of Technical Bid (Part-I)	<b>March 23, 2026, at 11:00 Hrs</b>

12.	Date and Time of Opening of Part-II (Financial Bid)	Part-II (Financial Bid) of only those tenderers will be electronically who qualify in the technical bid evaluation. Such bidder(s) will be communicated through e-mail separately.
13.	Earnest Money Deposit (EMD)	<p><b>Rs 140,000/-</b> (Rupees One Lakh Forty Thousand only) Through NEFT only</p> <p><b>Details of NEFT: -</b> Beneficiary Name: - Reserve Bank of India, Shimla Beneficiary A/c No: - 186003001 IFSC Code: - RBIS0SMPA01 (5th being zero)</p> <p><b>e-Tender application not accompanied by EMD will be treated as unresponsive and will be rejected by the Bank.</b></p>
14.	Transaction Fees	Transaction Fees to be paid through MSTC payment Gateway / NEFT / RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

**Regional Director  
Reserve Bank of India  
Shimla**



## **Section-II**

### **Section – II Important Instructions for e-Tender** **(Important Instructions regarding e-procurement)**

This is an e-procurement event of Reserve Bank of India, Shimla. The e-procurement service provider is MSTC Limited.

Bidders are requested to read and understand the terms and conditions in the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting the online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

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

Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor shall possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.

The e-mail and Mobile number shall be OTP verified.

Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.

The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

In case of any clarification, please contact MSTC/RBI, Shimla, (before the scheduled time of the e-tender).

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

MSTC Help Desk: 07969066600 (For System Settings related issues)  
Mr. Keshav Arora, Deputy Manager- [cdgopn1@mstcindia.in](mailto:cdgopn1@mstcindia.in)  
Mobile -0172-2584921  
Mr. Pankaj Kumar, Deputy Manager [cdgopn2@mstcindia.in](mailto:cdgopn2@mstcindia.in)  
Ph- 0172-2584921

**Contact person at RBI Shimla**

- Shri Anurag Bhatia, Manager, HRMD, Mobile: 7018486002, ([anuragbhatia@rbi.org.in](mailto:anuragbhatia@rbi.org.in))
- 2. Shri Ajay Jangir, Assistant Manager, Security, Mobile: 9414081250, ([ajayangir@rbi.org.in](mailto:ajayangir@rbi.org.in))

**1. System Requirement:**

Windows 7 or above Operating System

2. Please note that following settings are required for use of MSTC E-procurement Portal (shown below), which the portal itself guides the user to do, upon opening the page. Once the settings are done, user (Buyer/Seller/Admin) can access the portal without any issue.

**System Requirement:**

- a. Windows 7 or above Operating System
- b. Microsoft Edge/Chrome/Mozilla Firefox
- c. Signing & encryption type class III digital signature
- d. Java 1.8 or above
- e. Local system admin rights
  - a. Note: do not run as “run as administrator”.
  - b. Must not ask for any username or password while installation
- f. On opening URL <https://www.mstcecommerce.com/eprocn/>, system will check for settings and prompt user for action to correct the settings.
- g.

**System Settings Check Status**

<b>Status</b>	<b>Incorrect System Settings</b> <a href="#">Download System Settings Guide</a> <a href="#">Download Certificate</a>
<b>Please Correct the Following Settings:</b>	
If You Do Not Have Java Installed, Please Install Java	<a href="#">Download Java</a>
Based On The Java Version You Have Installed Please Download PKI Application	<b>Latest Version: 11</b> <b>Installed Version:</b>
	<b>If You Have Java 32 Bit Installed</b> <a href="#">Download</a> <b>If You Have Java 64 Bit Installed</b> <a href="#">Download</a>
If You Have Installed Both Java And Pki Application, Please Update Browser Settings	If You Are Using Google Chrome Or Edge: - Open URL <a href="https://localhost:13591/signservice/getdata">https://localhost:13591/signservice/getdata</a> And Click To Allow Connections.
	If You Are Using Firefox: - Open URL <a href="https://localhost:13591/signservice/getdata">https://localhost:13591/signservice/getdata</a> And Add Security Exception To Allow Connections.

- h. PKI application 32 bit to be installed if you have 32-bit java installed or PKI application 64 bit to be installed if you have 64 bit java installed.
- i. Once all the settings are done, the system check dialog box will disappear and user can login to the portal.

## B. Bidding in e-Tender

- a. The process involves Electronic Bidding for submission of Bid.
- b. The bidder(s) can submit their Bid through internet in MSTC Website <https://www.mstcecommerce.com/eprocn>
- c. The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event.
- d. Please follow the guides for Registration available in the link [https://www.mstcecommerce.com/eprocn/admin/registration/vendor\\_registration.jsp#step-1](https://www.mstcecommerce.com/eprocn/admin/registration/vendor_registration.jsp#step-1) and other guides 'Subscription', 'Payment', 'Bidding', 'View/ Download Reports' and 'Upload encryption public key' 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.
- e. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- f. In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'Buyer' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details' that may consist of 'PQR'/'Common Terms' / 'Document Attach'. A vendor has to save the PQR/Common Terms / attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Item specific bid' button appears on the bid floor. Thereafter vendor has to save lot specific technical bid/ price bid. A vendor has to click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

**NOTE:** - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re-submit the same.

- g. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- i. The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
- j. 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 Buyer will form a binding contract between Buyer and the Bidder.

- k. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- n. 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.

- **(For any query, contact MSTC Help Desk: 07969066600)**

- o. Payment of Applicable Transaction Fee should be paid in favour of MSTC Limited through the "Transaction fee Payment" link available in your login.

**NOTE:** The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

- p. Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Shimla as advised in the NIT.
- q. All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by 'Buyer'. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).
- r. There is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the bidders only.
- s. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from web site.
- t. E-Tender cannot be accessed after the due date and time mentioned in NIT.
- u. Bidder(s) need to deposit/submit necessary EMD and Transaction fee separately for the e-Tender. **Transaction fees is non-refundable.** No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Shimla after award of work.

EMD of the successful bidder will be refunded after receipt of Security Deposit for the same.

- v. The bidder(s) who have submitted the above fees can only submit their Technical Bids and Price Bid through internet in MSTC website <https://www.mstcecommerce.com/eprocn>.
- w. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- x. No deviation to the terms & conditions are allowed.
- y. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- z. The online tender should be submitted strictly as per the terms and conditions and procedures laid down on the website <https://www.mstcecommerce.com/eprocn> of MSTC Ltd.
- aa. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- bb. The bid will be evaluated based on the filled-in Price bid formats.
- cc. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.



### **Section-III: Instructions to Bidders**

<b>A. General</b>	
<b>1. Scope of Tender and general information</b>	<p><b>1.1</b> Reserve Bank of India, Shimla invites online e-tender on <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> in two bid system for <b>Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009</b> for an initial period of one year (01st April 2026 to 31st March, 2027) as per laid down contractual obligations. However, the contract can be extended further for a period as may be decided by Bank, subjected to satisfactory performance of the services and adherence to contractual obligations by the concerned entity. The estimated value of contract per annum is <b>₹70,00,000/- (Rupees Seventy Lakhs Only)</b>.</p> <p><b>1.2</b> More details of Broad Scope of Work, General Terms and Conditions and details of staff required are detailed in Section V. The Bank reserves the right to increase/ decrease the required number of security guards to be deployed by firm/ company before awarding the work or any time during the currency of contract, if required. The Bank also reserves the right to award work to any firm/company.</p>
<b>2. Obtaining of Tender documents</b>	<p><b>2.1</b> The E-Tender Document / Notice Inviting Tender may be downloaded from <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></p> <p><b>2.2</b> Interested parties, if they so desire, may contact Protocol &amp; Security Cell officials on the phone /e-mail indicated in the tender for any further clarification.</p>
<b>3. Prohibited Practices</b>	<p><b>3.1</b> The Bank requires that tenderers, suppliers, Agencies, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or</p>

	<p>indirectly, of anything of value to influence improperly the actions of another party;  “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract</p> <p><b>3.2</b> Furthermore, tenderers shall be aware of the provisions stated in Section V (Broad Scope of work, General terms and Conditions and Duties and responsibilities of security guards).</p>
<p><b>4. E- Tender Document</b></p>	<p><b>4.1</b> Tender shall consist of documents (Part-I &amp; Part-II). Part I contains technical and commercial eligibility conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose.</p> <p><b>4.2</b> Part-II contains only financial/price bid.</p> <p><b>4.3</b> Tenders are advised to study the E-TENDER documents thoroughly.</p> <p><b>4.4</b> Submission of e-tender shall be deemed to have been done after careful study and examination of</p>

	the e-tender documents with full understanding of its implications.
<b>5. Eligible Tenderers/ Eligibility Criteria</b>	<p>The Agency participating in the bidding process shall submit copies of documentary proof along with the tender form and Agency not conforming to any of these criteria will not qualify for empanelment or short listing:</p> <p><b>5.1</b> The Agency must be a legally recognized business entity i.e., Proprietary Firm, Partnership Firm, LLP Firm, Companies Registered under Companies Act for providing Security guards' services.</p> <p><b>5.2</b> The Agency should have valid "The Private Security Agencies (Regulation) Act, 2005" license for the <b>entire State of Himachal Pradesh</b>. The license must remain valid during the period of the contract and should be renewed time to time.</p> <p><b>5.3</b> The Agency should have credible supervisory infrastructure and network and have their own office/ branch in Himachal Pradesh.</p> <p><b>5.4 Experience</b> - The Agency should be continuously in business (for providing security guards) for at least for five years <b>as on December 31, 2025</b>. (As per <a href="#">Annexure IV</a>)</p> <p><b>5.5 Client Report</b> – The Agency should submit client reports for satisfactory completion/performance from minimum three different clients. (As per <a href="#">Annexure II</a>)</p> <p><b>5.6 Cost of previous works -</b> The agency is required to submit proof of experience of having successfully completed similar works (providing security guards) during last five years ending March 31, 2025 as under (submit copies of work orders):</p> <p>(a) Three similar works (providing security guards) <u>each</u> costing not less than ₹28,00,000/- (Rupees Twenty Eight lakhs only).</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Two similar works (providing security guards) <u>each</u> costing not less than ₹35,00,000/- (Rupees Thirty Five lakhs only).</p> <p style="text-align: center;"><b>OR</b></p>

	<p>(c) One similar work (providing security guards) costing not less than ₹56,00,000/- (Rupees Fifty Six lakhs only).</p> <p><b>5.7 Annual Turnover</b> – Should have a minimum annual turnover of amount equal to ₹70,00,000/- (Rupees Seventy lakhs only) from provision of providing security guards services, during the last three financial years i.e., up to March 31, 2025. (As per <a href="#">Annexure IV</a>)</p> <p><b>5.8 Registrations</b> - Agency should submit copies of following registration certificates:</p> <p>(a) Certificate of Registration with Registrar of Companies under the Company Act 2013 along with Memorandum and Article of Association / Registration Certificate under Shops &amp; Establishment Act / certificate from Registrar of Firms</p> <p>(b) Copy of "The Private Security Agencies (Regulation) Act, 2005" license for the state of Himachal Pradesh.</p> <p>(c) Certificate from ESI Corporation (latest).</p> <p>(d) Certificate from EPF Organization under EPF &amp; Misc. Provision Act. 1952 (latest).</p> <p>(e) GST Certificate.</p> <p>(f) Solvency certificate from its banker specifically for the purpose of the work for amount Rupees Seventy lakhs only (₹70,00,000/-) the issued date of the solvency certificate should not be older than March 31, 2025.</p> <p><b>5.9</b> Details of Bank accounts &amp; undertaking for receiving payments through NEFT. Full particulars of their Bank accounts, like account No., type, when opened, IFSC Code etc. should be given. Tendering firms/companies should have current account in scheduled Banks and should give an undertaking that they are ready to receive the payments through National Electronic Funds Transfer (NEFT).</p>
<b>B. Contents of Tender Document</b>	
<b>6. Sections of Tender Document</b>	<b>6.1</b> The Tender Document consist of two parts which includes all the Sections indicated below

	<p>and should be read in conjunction with any Article/Section issued in accordance with <u>Instructions to Bidders</u>.</p> <p><u>Tendering Procedures</u></p> <ul style="list-style-type: none"> <li>• Section-I: Schedule of Tender</li> <li>• Section-II: Important Instructions for e-procurement</li> <li>• Section-III: General instructions to Bidders</li> <li>• Section-IV: Evaluation / Selection Criteria</li> </ul> <p><u>Conditions of Contract and Contract Forms</u></p> <ul style="list-style-type: none"> <li>• Section-V: Broad Scope of work, General terms and Conditions and Duties and responsibilities of security guards, General Instructions regarding Technical and Financial bids.</li> <li>• <a href="#">Annexure I to V</a></li> <li>• Part-II (Financial Bid)</li> </ul>
<p><b>7. Clarification of Tender document, Pre-bid meeting</b></p>	<p><b>7.1</b> A tenderer requiring any clarification on this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the Pre-bid meeting.</p> <p><b>7.2</b> The Pre-Bid meeting will be conducted on March 06, 2026 at Conference Hall, Reserve Bank of India, Main Market, Kasumpti, Shimla - 171009. Bidders may also clarify the issues telephonically or in person as per the contacts furnished in this document.</p>
<p><b>8. Amendment of Tender Document</b></p>	<p><b>8.1</b> At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments/ corrigendum on RBI website (<a href="http://www.rbi.org.in">www.rbi.org.in</a>) / e-portal.</p> <p><b>8.2</b> Any amendments/corrigendum issued shall be a part of this document.</p> <p><b>8.3</b> To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
<p><b>C. Preparation of Tenders</b></p>	
<p><b>9. Cost of Tendering</b></p>	<p><b>9.1</b> The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible</p>

	or liable for those costs, regardless of the conduct or outcome of the Tendering process.
<p><b>10. Documents Comprising the Tender</b></p>	<p><b>10.1</b> The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) Notice Inviting Tender</li> <li>b) Technical Bid Details</li> <li>c) Financial Bid Details</li> <li>d) Earnest Money Deposit: Intending tenderers has to deposit a sum of ₹1,40,000/- (Rupees One lakh Forty thousands only) paid through <u>NEFT/ Net banking only</u> to following account: Beneficiary Name: - Reserve Bank of India, Shimla Beneficiary A/c No: - 186003001 IFSC Code: - RBIS0SMPA01</li> <li>e) Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the Bank.</li> <li>f) Performance Bank Guarantee to be furnished after award of contract by the successful tenderers.</li> <li>g) Contract Agreement (after award of contract by the successful tenderers).</li> </ul> <p><b>10.2</b> Part-I – Technical Bid</p> <ul style="list-style-type: none"> <li>a) All <b>Sections</b> and <b>Annexures</b> are the part of technical bid. Please note that prices should not be indicated in the Part I (Technical Bid). Technical bid may be submitted on <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></li> <li>b) Documentary proof of Pre-qualification/Eligibility criteria must be uploaded online on <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></li> <li>c) EMD shall be part of Technical Bid.</li> </ul> <p><b>10.3</b> Part - II – Financial Bid</p> <ul style="list-style-type: none"> <li>a) Currency of Bid: Bid prices shall be quoted in percentage up to two decimal places. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker, all other logistic as mentioned in the tender, all taxes <b>(Exclusive of GST)</b>, charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. <b>as</b></li> </ul>

	<b>applicable as per rules.</b> No conditional/optional quote shall be accepted.
<b>11. EMD as Tender Security and Transaction Fee</b>	<p><b>11.1</b> The tenderers shall deposit EMD of ₹1,40,000/- (Rupees One lakh forty thousand only) through <u>NEFT/ Net banking only</u> and Transaction fees to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD.</p> <p><b>11.2</b> Tenders without EMD (if not exempted) will not be accepted under any circumstances.</p> <p><b>11.3</b> Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>11.4</b> The EMD of unsuccessful tenderers shall be discharged/returned by RBI after award of work to successful bidder.</p> <p><b>11.5</b> The EMD of the Successful Bidder shall be returned to the Bidder after submission of Performance Bank Guarantee as per tender condition, without interest.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
<b>12. Forfeiture of EMD</b>	<p><b>12.1</b> The EMD shall be forfeited in the following circumstances:</p> <ol style="list-style-type: none"> <li>a) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or</li> <li>b) Tenderer left blank the column of the Part II/Financial Bid or submitted multiple financial bids.</li> <li>c) if a Tenderer withdraws his Bid during the period of Bid Validity, or</li> <li>d) The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.</li> <li>e) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.</li> </ol>
<b>13. Letter of Tender</b>	<b>13.1</b> The tenderer shall submit the Tender using the digital signature class 3 via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.

<p><b>14. Documents Establishing the qualifications of the Tenderer</b></p>	<p><b>14.1</b> To establish its qualifications to perform the Contract in accordance with Section-III (Para 5), the tenderer shall provide the information in the format prescribed in tender document.</p>
<p><b>15. Visit to department</b></p>	<p><b>15.1</b> The bidder is required to provide security guards and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Agency has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.</p>
<p><b>16. Period of validity of Tenders</b></p>	<p><b>16.1</b> The Tender validity period shall be 90 days from the date of opening of technical bid.  <b>16.2</b> In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.</p>
<p><b>D. Submission and Opening of Tenders</b></p>	
<p><b>17. Submission and Marking of Tenders</b></p>	<p><b>17.1</b> Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.</p> <p><b>17.2</b> The tenderers may submit online their Financial Bid (competitive rates) in prescribed format (Part-II) along with copies of necessary documents as indicated in the "Technical Bid" (Part-I). E-Tender with all information shall be submitted on or before the prescribed time and date. Incomplete Tenders will be summarily rejected.</p> <p><b>17.3</b> The tenderers shall quote rates inclusive of all components factored as illustrated in cost analysis.</p> <p><b>17.4</b> If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.</p>
<p><b>18. Deadline for Submission of Tenders</b></p>	<p><b>18.1</b> Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.  <b>18.2</b> The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
<p><b>19. One Bid per Bidder</b></p>	<p><b>19.1</b> Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if</p>

	any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
<b>20. Late Tenders</b>	<b>20.1</b> No Tender after the deadline shall be allowed on the portal.
<b>21. Tender Opening</b>	<b>21.1</b> The Bank shall open the Tender (Part-I) electronically on the notified date. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address.
<b>E. Examination of Tenders</b>	
<b>22. Confidentiality</b>	<b>22.1</b> Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.
<b>23. Clarification of Tenders</b>	<p><b>23.1</b> To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p><b>23.2</b> If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>
<b>F. Tender Evaluation and Comparison</b>	
<b>24. Evaluation of Tenders</b>	<b>24.1</b> The Bank shall use the evaluation criteria indicated in Section IV.
<b>25. Qualification of the Tenderer</b>	<b>25.1</b> The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section III (Para 5).
<b>26. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders</b>	<b>26.1</b> The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out-rightly.
<b>G. Award of Contract</b>	

<p><b>27. Award Criteria</b></p>	<p><b>27.1</b> The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).</p>
<p><b>28. Notification of Award</b></p>	<p><b>28.1</b> Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall be ready to take over entire work within 7 days of notification of award of work.</p>
<p><b>29. Signing of Contract</b></p>	<p><b>29.1</b> The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value as applicable within 15 days of award of work. The stamp duty shall be borne and paid by the Agency. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.</p>
<p><b>30. Performance Security</b></p>	<p><b>30.1</b> The successful tenderer shall furnish along with the contract the <b>Performance Bank Guarantee (@ 5% of the contract value)</b>. The PBG shall be valid for two months beyond the period of contract.</p> <p><b>30.2</b> Failure of the successful tenderer to submit the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p>



## Section-IV: Evaluation/ Selection Criteria

### A. Technical / Financial Bid Evaluation

- 1.1 First, Part-I (Technical bid) shall be evaluated. Tenderers shall furnish information for Technical Evaluation as per formats in Section VI. The tenderers shall invariably furnish documents mentioned in **Section VI: Technical Bid** and other sections of the tender document, to satisfy the Bank about their eligibility for participating in the tendering process. Further, the tenderers shall submit the originals of the documents as and when demanded by the Bank.
- 1.2 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients.
- 1.3 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tender, the Bank may, at its discretion, ask any bidder for any clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 1.4 If a bidder does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.
- 1.5 The financial bids of only the technically qualified firms/agencies/bidders will be opened for financial evaluation. The tenderer who qualifies the Technical Evaluation and is L1 (lowest bid) with valid rates in Financial Bid shall be awarded the tender. The work will be awarded subject to the terms and conditions specified in the tender document.
- 1.6 In case the lowest quoted amounts in the financial bids (L1) of more than one agency becomes same, only then the scoring as per evaluation matrix shall be done and the work will be awarded to the agency which gets the higher score in Evaluation Matrix.
- 1.7 Scoring of marks shall be based on criteria mentioned in **Part B: Evaluation Matrix**, of this section (**Section IV**) and/or any other criteria prescribed in the Terms and Conditions of the contract.
- 1.8 Further, in case the condition arises where the Evaluation matrix scores of the potential bidders are at par with each other, in that case the work will be awarded to the firm incorporated earlier. Bidders are advised to submit all the relevant documents required for scoring in the Evaluation Matrix. In absence of supporting documents, the Bank may, at its discretion, assign 'Zero' score for the said criteria in the Evaluation matrix.



## B. Evaluation Matrix

Internal Evaluation Parameters Set by the Bank and Score thereof:

S. No.	Evaluation Parameter	Marks
<b>1.</b>	<b>Number of years in Security services business</b>	<b>Maximum 20 Marks</b>
	(a) Up to 5 years	10 Marks
	(b) More than 5 years and up to 10 years	15 Marks
	(c) More than 10 years	20 Marks
<b>2.</b>	<b>Nos. of Trained personnel employed as Security Guards at present on the pay-roll of the agency(Himachal Pradesh Region)</b>	<b>Maximum 20 Marks</b>
	(a) Up to 100	07 Marks
	(b) More than 100 and up to 300	10 Marks
	(c) More than 300 and up to 500s	15 Marks
	(d) More than 500	20 Marks
<b>3.</b>	<b>Average Turnover for the last 3 Financial Year (i.e. FY 2022-23, 2023-24, 2024-25)</b>	<b>Maximum 20 Marks</b>
	(a) Up to 02 Crores	10 Marks
	(b) More than 02 Crores and up to 05 Crores	15 Marks
	(c) More than 05 Crores	20 Marks
<b>4.</b>	<b>Empanelled/Services rendered with (at present)</b>	<b>Maximum 15 Marks</b>
	(a) Any offices of Reserve Bank of India	15 Marks
	(b) Any Central Government Organization	10 Marks
	(c) State Government Organizations/ Public Sector Bank/Companies/PSU's/Others	05 Marks
<b>5.</b>	<b>Training Infrastructure for Security Guards</b>	<b>Maximum 15 Marks</b>
	(a) Own Security Education and Training Institute	15 Marks
	(b) MOU with other institute/training establishment	10 Marks
<b>6.</b>	<b>Quality Related Marks</b>	<b>Maximum 10 Marks</b>
	(a) ISO(Less than 5 years)	05 Marks
	(b) ISO(More than 5 years)	10 Marks

Scores will be allocated to the bidders as per the criteria mentioned in the above-mentioned evaluation matrix subject to the submission of relevant documents.



## Section V: General and specific conditions of the Contract

**(A). Details of Security Personnel Required:** - The estimated number of Unarmed Security Guards to be deployed in the Bank's main office building/ Holiday Home and Leased residence of Regional Director will be **19 including (01 Supervisor and 18 Security Guards)** with the provision of increasing/ decreasing the numbers as and when required. The deployment details are as follows:

**1. Security Supervisor: 01 @ 8 hours duty during office hours from Monday to Saturday**

**2. Security Guard: 18 @ 8 hours duty per shift on all seven days in week.**

S. No.	Place of Deployment	Shift I 0700 hrs. to 1400 hrs.	Shift II 1400 hrs. to 2100 hrs.	Shift III 2100 hrs. to 0700 hrs.	Total deployment
1.	Office Premises	3	3	3	<b>9</b>
2.	Holiday Home	1	1	1	<b>3</b>
3.	Leased Residence of Regional Director	1	1	1	<b>3</b>
4.	Reliever	For Office/Holiday Home/RD residence			<b>3</b>
<b>Total</b>					<b>18</b>

\*The shifts mentioned above are indicative and are subject to change as per requirement of the Bank from time to time.

The Bank reserves the right to increase or decrease the number of security personnel to be deployed before awarding the work or any time during the currency of contract. Also, in case of office requirement, the services of lady guard or male guards may additionally be utilized at different events of Bank at different locations for which additional payment shall be made accordingly. The contractor shall provide the replacement if any security guard goes on leave. No extra payment will be made in such case.

### **(B) Eligibility criteria for Security Supervisor and Security Guard:**

i. Security Supervisor /Guards/ should satisfy the standard of physical fitness and antecedents verified. Non-compliance to the said rules will result in suitable penal action including removal of the guard and cancellation of the contract if remedial measures are not taken promptly or deficiencies in this area are observed frequently.

ii. They should have working knowledge of English and Hindi languages, good physique, at least one-year experience of providing security services. They should have good moral character.

iii. The security supervisor / guards (hereinafter used interchangeably) shall be deployed by the Agency to the Bank from out of his pool of security staff who shall be the direct employees of the Agency for all purposes and object under the labour and welfare laws in force from time to time,

including contract labour legislations.

iv. In case any of the guard so provided is not found suitable by the Bank, the Bank shall have the right to ask for his/her replacement without giving any reason thereof. It will time responsibility of the agency to ensure that approved strength is maintained at all the times and security services continue without any break.

v. Security guards deployed by the Agency for posting at the Bank's premises/other properties shall be preferably Ex-servicemen/Ex-paramilitary. At no point of contract period, the minimum strength of Ex-servicemen/Ex-paramilitary Security Guards should be less than 50% of total strength. Security Supervisor should be mandatorily Ex-servicemen/Ex-paramilitary and will be nominated by Security Officer of the Bank.

vi. Persons so engaged by the Agency shall be properly trained Security personnel of high integrity and good conduct and preferably below the age of 50 years. In no circumstances, guards below 21 years of age should be employed.

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

viii. The Agency shall give weekly off to their security guards and shall provide a reliever in their place. The representative of the Agency is required to conduct surprise check frequently during late hours and to see themselves that their guards are discharging duties faithfully and properly and submit their report to the official identified by the RBI. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per guard.

### **(C) Duties of Security Guards**

i. All Security Guards will report for duty ten minutes before their duty start time and should be well turned out.

ii. The patrol duty guards will ensure that they remain mobile during their duty time. The other guards manning the security/check posts should be vigilant and available at their posts.

iii. The guards will keep a watch on the activities at the entrance/exit gates and any abnormality noticed will be instantly reported to the Security Officer.

iv. While on duty, the guards will maintain a polite but firm behaviour and should be disciplined, physically fit, alert and smartly dressed, in proper and tidy uniform. The names of the security guards should always be displayed by them for their identification.

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

vi. The guards should display mature behaviour, especially towards female staff, visitors, elderly persons etc.

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

viii. In case of any doubt the guard will not keep it to himself but will immediately seek help from

## Security Officer.

- ix. While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities.
- x. No guard, on shift duty/general duty will ever be found sleeping. If found, the guard may be removed from RBI property and the Security Agency may be penalized monetarily as per the penalty clause mentioned in the terms and conditions.
- xi. To take care of the vehicles parked in the parking sites located within in the Bank's premises.
- xii. To ensure that all common areas are locked at the close of the office and opened at the beginning of office hours and there is safe keeping of the keys.
- xiii. Guards on main gate duty will check the incoming/ outgoing employees/ visitors/ contractors/ labourers, etc and will maintain a logbook for all visitors, vehicles, contractors, labourers, gardener etc.
- xiv. Ensure that all visitors/contract workers in the office premises display valid identity cards/ passes issued by the Bank.
- xv. The guards should be trained on operating security gadgets and equipment like Under Vehicle Inspection Mirrors, Handheld Metal Detector, Door Frame Metal Detectors, X-Ray Baggage Scanner and monitoring of CCTV system etc. efficiently.
- xvi. Marshalling of Personnel out of Bank's Premises in the event of Fire, earthquake and terror Strike on the directions of the Security Officer of the Bank.
- xvii. The security guards will ensure the operation and take care of all the water pump, valves etc. installed in the open all over the premises. They shall also switch on and switch-off the lights/ heaters/ ACs/ Desktops etc on opening and closing of the office. The Security guards shall also ensure the operation of Diesel Generator Set installed in the Office.
- xviii. The guard should ensure that the stray animals, street-dogs and stray cattles do not enter into the premises.
- xix. It should be ensured that flower plants, flowerpots are not damaged either by the staff or by the outsiders.
- xx. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- xxi. In emergent situations, Security Staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards should be sensitized for their role in such situations.
- xxii. Any Security Guard on duty shall not leave the premises until his reliever reports for duty.
- xxiii. Frisking and checking credentials of General Public entering Bank's Premises to prevent any unauthorised items being taken inside the Premises.
- xxiv. Any other related task given by the Bank to improve security, non-compliance in respect of which can lead to termination of the agreement.

xxv. Any other instructions passed by the Bank/Bank's Security Officers from time to time.

xxvi. Any other provisions as advised by the Bank may be incorporated in the agreement. The same shall also be binding on the contractor.

**Additional Works to be performed by the Security Supervisor:** In addition to the duties of Security Guards, Security Supervisor will also perform following tasks:

- (i) The Security Supervisor is responsible for preparing shift duties as per guidelines of security officer. He will brief all Security guards for specific instructions of the day.
- (ii) At the beginning of the shift, he will take over charge and maintain all the documents of reception.
- (iii) He will ensure that all entry & exit movements of Men; Material & Vehicles are authorized. No deviations are to be permitted unless authorized by Security Officer.
- (iv) Before mounting the shift on duty, the Supervisor will check the turnout of the staff, brief every guard about his post duties & pass on any specific instructions for the day for the concerned posts as applicable.
- (v) During his duty he will monitor the checking of all outgoing / incoming workmen, contract labor, Contractors, & Vendors.
- (vi) During his checking rounds he must try & gather information of any abnormal activities in his area of responsibility, which if observed, first take corrective / preventive actions & simultaneously keep Security officer informed about it.
- (vii) Ensure upkeep & highest standard housekeeping of the building & ensure functioning of all security gadgets & apparatus deployed for routine work.
- (viii) He shall maintain liaison with Local police and be updated always on any changes taking place & inform the same to his security guards.
- (ix) Will follow the laid down procedure in case of Visitors. Will ensure he & his staff maintain a decent behaviour with anyone coming in or going out.
- (x) He will always be ready to accept & assist / guide in handling any unforeseen eventualities.

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 & Seal)

***Scanned copy (PDF format) must be uploaded while submitting e-tender online through MSTC E-Commerce portal.***

**(The above list is only an illustrative list and not an exhaustive one. The detailed duty of Security Guards will be provided at the time of deployment.)**



#### **(D). Terms and Conditions of the Contract**

- 1. Agreement:** On receipt of intimation from the Bank regarding acceptance of tender, the successful Tenderer shall be bound to sign the formal Contract Agreement within **15 days**, in accordance with the draft agreement and the Schedule of Conditions. However written acceptance by the Reserve Bank of India of a tender shall constitute a binding contract between the Bank and the person so tendering, whether such formal agreement is or is not subsequently executed within the stipulated period of **15 days**. Unless the Contract Agreement is signed, no payment shall be entertained by the Bank. The agreement shall be executed in duplicate. One copy shall remain in the custody of Employer and the second set of copy shall remain in the custody of Agency. The Agreement shall be made on necessary stamp paper and the cost of necessary stamp duty on both the documents shall be borne solely by the Agency.
- 2. Duration of Contract & Review:** Initially, the contract will be valid from April 01, 2026 to March 31, 2027. The contract may be renewed and extended on mutual terms and conditions for a period of one year at a time but not more than two years subject to the satisfactory services rendered by the agency.
- 3. Earnest Money Deposit:** EMD of the successful Tenderer /Bidder shall be returned on receipt of the Performance Bank Guarantee and shall not carry any interest.
- 4. Performance Bank Guarantee:** The Agency shall provide Performance Bank Guarantee in the form of irrevocable Bank Guarantee issued by a scheduled Bank in the prescribed proforma as given in [Annexure-V](#) of the tender document within **30 days** of the award of the tender.
- 5. Deductions from EMD/Performance Bank Guarantee:** All compensation or other sums of money payable by the agency to the Bank under the terms of this Contract may be deducted from the bills / dues payable / performance Bank Guarantee if the amount so permits, and Agency shall, unless such deposit as become otherwise payable, within 10 days after such deduction make good the amount so deducted.
- 6. Payment terms:** - The payment shall be made on monthly basis based on the attendance sheets duly verified by the Security Officer and other supporting documents. No other claim on whatever account, other than those mentioned in Financial Bid, shall be entertained by the Bank. The Contractor will ensure that workers engaged by him must receive their entitled wages in time. In view of this, the following procedure will be followed:

- i. The Bank will normally make all payments due under this Agreement (the payment of the preceding month) within 30 days from the receipt of the bill by the Bank provided the bill is correct in all respects. The payment will be made against the printed bill which should be properly signed by authorized signatory with proper stamp as used by the Contractor. The Bill will be settled on actual services provided and not on notional basis.
  - ii. The Bank will deduct tax at source and all other statutory taxes/ charges etc. as applicable from time to time from the amount payable to the contractor.
  - iii. Contractor shall pay entitled wages to the security guards deployed in the Bank's Premises by 10<sup>th</sup> calendar day from the completion of the month for which it is payable. It shall not be linked to the payment of the bill by the Bank.
  - iv. The Contractor shall compulsorily issue the salary slip to every security guard.
  - v. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the Bank from the contractor.
- 7. Client's Certificate:** - A Client's Certificate as per the format [Annex-I](#) is to be attached along with the application. The agency / contractor/ firm/ company has to submit the 'Client Certificate' from at least two clients.
- 8. Banker's Certificate:** - A Banker's Certificate as per format [Annex-III](#) is to be attached along with the application. The agency / contractor/ firm/ company has to submit the 'Bankers Certificate' from their banker / bankers.
- 9. Pre-Bid Meeting:** - The pre-bid meeting will be held offline on **March 06, 2026 at 03:00 PM** onwards in the conference room, Reserve Bank of India, Main Market, Kasumpti, Shimla.
- 10. Minimum Wages: -**
- i) The bidder shall be fully responsible to adhere to the recent wage notification as stipulated by **Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi- Watch and Ward (Without Arms) - for Security Guards and Watch and Ward (With Arms) - for Security Supervisor**. During the period of the contract the Bank shall only consider revision of wages, if any, on the recommendation of Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), after due proof and notifications in this regard is submitted to the Bank. However, percentage of service charge quoted in the Financial Bid will remain fixed. Shimla is presently placed in **Area-C**.
  - ii) The bidder shall make the payment of wages, etc. to the Security Guards so deployed through electronic fund transfer i.e. NEFT/RTGS directly to their bank accounts. This obligation is imposed on the bidder to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws with regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

- 11. Payment of Bonus:** The applicable Bonus claimed by the agency from Bank should be paid to Security Guards with monthly salary and should be part of their salary slip.
- 12. Reliever Charges:** - The rates quoted should be inclusive of reliever charges. No extra amount will be paid for the reliever. Service charges quoted in the Financial Bid by the vendor will remain fixed (in terms of percentage) during the entire period of contract.
- 13. Uniform:** - **The agency / contractor/ firm/ company shall ensure that all their employees wear clean and proper uniforms while on duty.** It will be the responsibility of the Agency to provide minimum two sets of uniform for winter and summer including boots, caps, belts etc. The rates quoted by the agency / contractor/ firm/ company shall be inclusive of uniform and shoes. The Bank will not pay any extra amount / reimburse any charges incurred on uniform, shoes etc. RBI will be at liberty to change the colour of the uniform when the issue of uniform will be next due.
- 14. Police Verification:** - The agency / contractor/ firm/ company shall give an undertaking that all its employees have undergone police verification before appointment. The agency should submit the police verification certificate of the employees deployed for the work in the office premises.
- 15. Medical Fitness Certificate:** - The agency / contractor/ firm/ company shall submit the medical certificate of the security guards deployed for the security services before start of the contract. The personnel employed by the agency / contractor/ firm/ company shall be healthy in all respects and shall produce medical certificates to substantiate the same as required by the Bank's Medical Officer. RBI will be at liberty to subject any personnel employed by the agency / contractor/ firm/ company to medical check-up by Bank's Medical Officer / any other authorised doctor at any time.
- 16. Insurance:** - The successful tenderer shall take workmen compensation policy for the staff deployed in the Bank premises, wherever applicable under law. Minimum insurance policy value in such cases should be Rs 5 Lakh. The insurance policy will be valid/ co-terminus with the period of contract. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.
- 17. Statutory Requirements:**
- i. The contractor shall bear all the taxes, as levied by the Central or State Government.
  - ii. The contractor shall solely be responsible for compliance with the provisions of all Central and State Laws, particularly the Contract/Labour (Regulation & Abolition) Act 1970, The Minimum Wages Act 1948, The Minimum Wages (Central) Rules 1950, EPF Act 1952, Workmen's Compensation Act 1923, ESI Act 1948, The Payment of Bonus Act, 1965 and any other applicable acts relating to contract workers deployed for providing services to Bank.
  - iii. The contractor should have a licence, as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which the contractor would be solely responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the

contractor and shall in no way be made liable to the labourers engaged by the contractor.

- iv. The contractor shall not engage 'Minors' for providing services in the Bank.
- v. The contractor must undertake that it shall make it clear to the staff employed, that they are the employees of the contractor and it is the responsibility of the contractor to pay wages/salary and other allowances to the staff. The contractor should also supervise the staff employed to comply with the obligations under the contract and the staff of the contractor shall have no claims against the Bank.
- vi. In the event that the Bank, as Principal Employer is required/called upon to pay any amount to the contract labourers engaged by the contractor due to lapse or, default on the part of contractor in discharging obligations towards the contract labourers in terms of any law in force, the contractor shall be liable to reimburse such amount paid to the Bank.
- vii. The contractor shall maintain and provide to the Bank their books, registers, documents, certificates etc. whenever required for verification / examination.
- viii. The Bank shall be entitled to recover from the contractor or deduct from the bills or any amount due from the Bank to the contractor, any amount that the Bank may be compelled to pay, under the law, on account of any default by or negligence of the contractor or his employees or agents.

**13.** The agency / contractor/ firm/ company shall agree and undertake that they will make it clear to all personnel deployed 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, 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.

**14.** The agency / contractor/ firm/ company shall abide by all procedures/norms related to safety and security of the Bank's premises and other properties.

**15.** In case of any labour problems related to the workmen staff of the agency/ contractor/ firm/ company, the same shall be settled at the agency / contractor/ firm/ company's end only. The agency / contractor/ firm/ company shall indemnify the Bank suitably for the same. It shall be the duty of the agency / contractor/ firm/ company to clearly inform its 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.

**16.** In case any personnel of the agency / contractor/ firm/ company is injured during the course of performing his duty/their duties, it shall be the sole responsibility of the agency / contractor/ firm/ company to extend all medical and financial help etc. without charging any cost to the Bank.

**17.** In case the Bank is implicated in any law/suit on account of not fulfilling any or all obligations under any law / contract labour law / minimum wages law/ any other applicable law or due to performing the duties by security guard of the agency / contractor/ firm/ company itself, all cost of defending such suit/ settlement of claims/ penalty etc. shall be borne by the agency / contractor/ firm/ company.

**18.** The agency / contractor/ firm/ company shall fully indemnify the Bank and keep indemnified, defend and hold good the Bank, its Directors, officers, employees and agents against loss, damages, claims or for any default by the agency / contractor/ firm/ company or any of his representatives or breach committed by the contractor or their service personnel on account of mis-conduct, omission and negligence by the contractor or his service personnel, regarding any of the provisions of the applicable laws, regulations and the rules framed there under during the period of contract. Even though the agency / contractor/ firm/ company shall be solely liable for settlement of any claim made by any person due to the non-observance by the agency / contractor/ firm/ company of any of the provisions otherwise of the enactments cited, the Bank reserves its rights to settle directly any amount due by the agency / contractor/ firm/ company as mentioned above and to recover such amounts from any of the amounts payable by the Bank to the agency / contractor/ firm/ company or in the absence of the same as debt due to the Bank by the agency / contractor/ firm/ company.

**19.** The agency / contractor/ firm/ company shall, whenever required by the Bank or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.

**20.** The agency / contractor/ firm/ company shall produce documentary evidence in proof of effecting the said statutory payments whenever required. Non-observance of the provisions will be construed as default by the agency / contractor/ firm/ company to make such payment, and payment of its bill will be withheld by the Bank.

**21.** The Bank will not make any separate payment towards the expenses incurred by the agency / contractor/ firm/ company for complying with the above or any of the statutory provisions regarding their employees.

**22.** The agency / contractor/ firm/ company shall comply with all operational rules and regulations, including security and disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the agency / contractor/ firm/ company or its employees happen to be operating / working. In the event of any of the agency / contractor/ firm/ company's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the agency / contractor/ firm/ company shall remove forthwith such employees from the Bank's premises and indemnify the Bank and keep the Bank indemnified for any loss on such violation of the rules and regulations.

**23. Subletting:** - The agency / contractor/ firm/ company shall not sublet, transfer or assign the contract or any part thereof to any third person/agency / contractor / organization without the prior written approval of the Bank.

**24.** It may also be noted that the terms and conditions specified herein are not exhaustive in nature and the same shall not restrain the Bank from imposing or requiring the bidder to agree

upon such further terms and conditions at the time of executing the agreement with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this e-tender. Stamp paper agreement shall be executed in duplicate, and the Bank shall retain the original and the agency / contractor/ firm/ company shall retain the duplicate.

**25. Arbitration:** - The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation on the payment to be made there under the same or anything in relation to or arising out of this contract. If after 30 days from the commencement of such informal negotiation, Reserve Bank of India and the vendor are unable to resolve amicably a contract dispute, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Shimla only. The provision of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings.

**26. Risk and Cost Clause:** - Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the agency / contractor/ firm/ company in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the RBI about the failure on the part of the agency / contractor/ firm/ company shall be final and binding on the agency / contractor/ firm/ company. This termination can be done at a notice of 5 working days. If there is any stoppage of service, for any reason, the agency is liable for penalty action as decided by the Bank. The decision of the authorized Officer of the Bank shall be final and binding.

**27.** If there is any stoppage of service, for any reason, the agency / contractor/ firm/ company shall be liable for penal action as decided by RBI.

**28.** In the event of any failure on the part of the agency / contractor/ firm/ company, RBI shall have the right, without any prejudice, to get the work done through any other alternate agency / contractor/ firm/ company at the risk and cost of the agency / contractor/ firm/ company. The additional cost, loss, if any incurred by RBI will be recovered from the agency / contractor/ firm/ company. The Bank at its discretion may close the Bank any time during the contract period and in such an event the agency shall not be entitled to any compensation whatsoever. The Bank may also increase or decrease the number personnel required. The amount payable shall be decided as per mutual consultation between the Bank and the agency.

**29. Force Majeure Clause:-** If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event, duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but with 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate

the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and services under the empanelment shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Bank as to whether the services have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the Bank may at his option, terminate the contract.

**30. Payment to the Agency / Contractor:** - The agency shall raise the bill as per actual attendance sheet on completion of every month with supporting documents. Amount of Statutory contributions viz. EPF, ESIC etc should be included in the monthly bill. The supporting documents i.e., documentary proof of payment of statutory minimum wages to the employees, statutory contributions viz. EPF, ESIC etc. should be submitted along with the monthly bill. The payment by the vendor to his staff positioned in the Bank's premises, should mandatorily be transferred through NEFT or any other digital payment mode, to the bank account of the staff concerned (Proof of the same to be submitted along with the monthly bill). A self-declaration (Signed and stamped with Date) is also required to be submitted by the vendor along with monthly bill as mentioned below:

'I/we hereby declare that I/we are complying with all the applicable provisions of the Statutory Acts/Law applicable on us and in the event of RBI Shimla facing any law/suit on account of not fulfilling any or all obligations under any law or due to the duties by any personnel of our agency/ agency itself, all cost of defending such suit settlement of claims penalty etc. shall be borne by us.'

The bill will be settled after verifying the details of the bills and supporting documents, after deducting all applicable statutory taxes i.e., Income tax TDS, TDS on GST etc. provided the bill is in order in all respects. As the Bank follows NEFT, the successful agency should complete NEFT formalities to the Bank; i.e.; submission of Bank account details for crediting the monthly amount bill, immediately on receiving the work order. In case there is any change in the bank account details during the tenure of the contract, the agency should forward the updated account details on the agency letter head, signed by authorized person. No request for making advance payment on any grounds shall be entertained. Under no circumstances the agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

The payment of the bill to the tenderer will normally be done by the Bank within 30 days from the receipt of the bill by the Bank. However, if there is a delay of more than 30 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and the payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per the terms and conditions of the contract.

**31. Non- disclosure clause:** - The agency / contractor/ firm/ company 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 agency / contractor/ firm/ company 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 agency / contractor/ firm/ company shall treat the details of the contract as and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The agency / contractor/ firm/ company shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The agency / contractor/ firm/ company shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the agency / contractor/ firm/ company and the Bank shall be entitled to claim damages and pursue legal remedies for the same. The agency / contractor/ firm/ company shall ensure that the persons engaged for the work are made aware of the non- disclosure requirement and the agency / contractor/ firm/ company shall be liable for any breach committed by its persons. The NON-DISCLOSURE Clause signed by the agency / contractor/ firm/ company under the aforesaid agreements will survive for indefinite duration.

**32. Liquidated Damages:** - For deficiency in services and serious inconvenience caused to the Bank and its officials, liquidated damages not exceeding 10% of the estimated bill for the relevant month may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to the Regional Director/General Manager-in-Charge, RBI, Shimla whose decision will be final in the matter.

**33. Right to Disqualify for failure to execute the work:** - The agency / contractor/ firm/ company understands that it fulfils all the requirements of the e-tender documents and is in a position to execute the work immediately upon receipt of offer letter from the Bank. Upon receipt of award of tender from the Bank, the agency / contractor/ firm/ company shall be bound to deploy the required number of persons, within three days of receipt of offer letter from the Bank and before the final award of the work. It is agreed by the tenderer that mere receipt of in-principle approval does not guarantee award of work and that the work will be finally awarded upon satisfaction of the Bank that the agency / contractor/ firm/ company is/will be in a position to meet the requirements of the e-tender. In the event of the agency / contractor/ firm/ company failing to commence the work upon award of the contract, the Bank reserves the right to withdraw the in-principle approval and forfeit the EMD amount furnished by the agency / contractor/ firm/ company, the agency / contractor/ firm/ company shall also be liable to all risk and cost. The Bank also reserves its right to debar such defaulting agency / contractor/ firm/ company from participating in any future e-tender in the Bank for a period of three years, however, before doing so the Bank may serve a seven days show cause notice (SCN) to the agency / contractor and consider the reply if any given by the agency / contractor to such notice.

**34. The Sexual Harassment of Women at Workplace:** -The agency / contractor/ firm/ company shall comply 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 employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the agency / contractor/ firm/ company and the agency / contractor/ firm/ company shall ensure appropriate action under the said Act in respect to the complaint. 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. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of

the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

**35. Tenancy Rights:-** Nothing herein contained shall be construed to create any tenancy in favour of the agency / contractor/ firm/ company and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter, take and absolutely retain possession of the premises provided by the Bank to the agency / contractor/ firm/ company for due execution of the contract and evict the personnel deployed by the agency / contractor/ firm/ company.

**36. Termination of Agreement: -**

a) Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if

i) in the opinion of the Bank (which shall not be called in question by the agency / contractor/ company/ firm and shall be binding on the agency / contractor/ company/ firm), the agency / contractor/ company/ firm fails or refuses to implement this agreement to the Bank's satisfaction and/ or

ii) the agency / contractor/ company/ firm commits a breach of any terms and conditions of this agreement

b) In the event of termination of this agreement for any reason whatsoever, as stated above the agency / contractor / company/ firm or persons employed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

c) Notwithstanding anything contained in this contract, in the event of non-compliance, disobedience, or breach of any terms of the contract or unsatisfactory or inefficient working by the agency / contractor/ company/ firm, the Bank shall have the absolute and independent authority to revoke this contract after giving notice in writing to the agency / contractor/ company/ firm without assigning any reason and the same shall be binding on the agency / contractor/ company/ firm and the contract will come to an end with immediate effect on completion of time period stipulated in the notice, in which case the agency / contractor/ company/ firm shall not be entitled for any compensation/damages and the Security Deposit shall not be refunded.

d) On termination of the contract or on expiry of the contract, the agency / contractor/ company/ firm shall vacate the premises of the Bank and shall hand over or return all the articles /materials/property pertaining to the Bank.

e) Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. However, during the notice period the Contractor shall continue to discharge his obligations, unless specifically dispensed with by the Bank.

### **37. Execution of agreement: -**

i) The terms & conditions and scope of works and services to the agencies and special conditions hereinbefore referred to shall be the basis and part & parcel of the agreement to be entered with the successful agency / contractor/ firm/ company.

ii) On receipt of intimation from the Bank regarding acceptance of the e-tender, the successful agency / contractor/ firm/ company shall be bound to implement the Contract from the date specified therein. The successful agency / contractor/ firm/ company shall sign an agreement in accordance with the extant provisions. The successful agency / contractor/ firm/ company 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 Shimla, Himachal Pradesh. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or due to inadequacy or inappropriateness of the stamp duty paid by the agency / contractor/ firm/ company shall devolve on the agency / contractor/ firm/ company and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the agency / contractor/ firm/ company or in any other lawful manner. Where the security deposit is utilized for the said purpose, the agency / contractor/ firm/ company shall immediately make good the utilized amount. Failure to do so may amount to breach of a material term in the agreement and consequences thereof shall follow.

iii) Notwithstanding the signing of the agreement, the written acceptance by the Bank of a tender in itself shall not constitute a binding agreement between the Bank and the person so bidding, whether such contract is or is not subsequently executed.

iv) RBI reserves the right to assess the capacity and capability of the parties for pre-qualification. The Bank also reserves the right to accept or reject any / all the tenders or any part thereof at any stage of process without assigning any reason thereof. The Bank has no obligation to accept the lowest quoted tender. RBI's decision in this regard shall be final and binding.

### **38. The contract shall be deemed to end in any of the following contingencies: -**

(i) On the expiry of the contract period or termination of the agreement.

Or

(ii) A one month notice at any time during the agreement period, in case the services rendered by the agency / contractor/ company/ firm are not found to be satisfactory and in conformity with the general norms and the standards prescribed for the services.

Or

(iii) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the agency / contractor/ company/ firm to any third party for sub-letting the whole or a part of the contract to any third party against the terms and conditions of the tender.

Or

(iv) On the agency / contractor/ company/ firm being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the agency / contractor/ company/ firm shall continue discharging its services as before till the expiry of notice period. In case of non-delivery / non-rendering of its services during the notice period, the Bank will have the right to forfeit the security deposit deposited by the agency / contractor/ company/ firm with the Bank. It

shall be the duty of the agency / contractor/ company/ firm to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and to ensure that no person create any disruption / hindrance / problem of any nature to the Bank.

Or

(v) For any reason whatsoever, the agency/ contractor/ company/ firm becomes disentitled in law to perform its obligations under this agreement.

Or

(vi) There is any variation in the ownership/partnership or management of the agency/ contractor/ company/ firm or his business without the prior approval in writing of the bank for such variation.

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

- i) Legal heirs in case of sole proprietor
- ii) The next Directors / Partners in the case of company or firm as the case may be.

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

**Declaration:**

I/We hereby declare that I/We have read and understood all the above instructions/terms and conditions and the same will remain binding upon me/us in case the above mentioned Annual Maintenance Contract is entrusted to me/us.

**Signature of the authorized person: .....**

**Name of the authorized signatory.....**

**(in block capital letters):**

**Status of the signatory i.e. proprietor /partner**



### (E). Working Penalty Clause

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

**2. Deductions from Payment:** The Bank may deduct from the agency / contractor/ firm/ company'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 agency / contractor/ firm/ company etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the agency / contractor/ firm/ company. In case the agency / contractor/ firm/ company fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Agency's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

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

Sr. No.	Service Level Agreement (SLA)	Failure Tolerance Level	Risk	Penalty per Month
	General			
1	Failure to monitor theft / pilferage regularly at assigned area.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2	Staff missing from duty/ post.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3	Failure to intimate the incidents immediately to Security Officer	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
4	Staff sleeping on duty/ not alert	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
5	Mis-behaviour by the Guards with any employee / visitors etc.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.

6	Failure of the Security guards in handing and taking over of duties during shift change and failure in follow up of SOPs	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
7	Misuse of Bank property/ equipment.	Zero	Medium	Minimum 0.3% to Maximum 3% of the bill value.
8	Round the clock patrolling in each shift	Patrolling minimum 1 time in an hour during Day / Night - (Zero)	Low	Minimum 0.2% to Maximum 2% of the bill value.
9	Security Guards / Shift IC to ensure Team performance & discipline is maintained at all the times	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.
10	Smart Turnout, Good Uniform with ID card at all the times.	Zero	Low	Minimum 0.2% to Maximum 2% of the bill value.

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

Sr. No.	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1.	Shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
2.	Deploying the employee beyond 8 hours in a day.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
3.	Failure to deploy 100% security staff in each shift.	Should not be less than 98% attendance on daily shift basis- (Zero)	High	Minimum 0.5% to Maximum 3% of the bill value.
4.	Failure to comply with the Applicable laws	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.

5.	Deploying the Staff/ employees without giving weekly-off.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
6.	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	Medium	Minimum 0.5% to Maximum 3% of the bill value.
7.	Statutory requirement documents to be provided on by keeping one register each i.e., Wage/ Leave/ Weekly off/ Attendance and also provided on time.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
8.	Participation in the Vendor Compliance Audit.	Zero	High	Minimum 0.5% to Maximum 3% of the bill value.
9.	Failure to pay the salary by 10 <sup>th</sup> calender day of succeeding month	on or before 10 <sup>th</sup> day	Medium	Minimum 0.3% to Maximum 3% of the bill value.

#### 5. Penalty per Month

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

**Implementation:** The above-mentioned SLA will be monitored by the Protocol & Security Cell, RBI, Shimla and to process the penalties if any.

In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the contractor shall be liable to all risk and cost. The amount of penalty will be appropriated by revoking Performance bank guarantee or by deducting the same from the security deposit maintained by the agency with the Bank.



Section VI

**TECHNO - COMERCIAL DETAILS**  
(To be read and filled in relevance to e-Tendering process)

Sr. No.	Requirements	Comments of the Bidder
1.	Name of the company / proprietorship / firm -	
	i) Address and telephone number of Registered Office.	
	ii) Address of the office through which work with RBI would be handled.	
2.	Type of Organisation – (Whether company/proprietorship/firm) and date of establishment.	
3.	Name of the Proprietor / Partners/ Directors of the organization	
4.	Date of Incorporation/constitution	
5.	<b>Registration</b> No. of the agency / contractor. <b>(Upload the documentary evidence on MSTC portal)</b>	
6.	<b>List of clients</b> served by the agency/ contractor as per specified format in <a href="#">Annexure-IV</a> as described in paragraph 1(iii) in Part-I Section-III <b>(Upload the duly filled <a href="#">Annexure-IV</a> on MSTC portal)</b>	
7.	Details of <b>Client certificate(s)</b> as per specified format in <a href="#">Annexure-II</a> as described in paragraph 1(iv) in Part-I Section-III <b>(Upload the Client Certificate(s) on MSTC portal)</b>	
8.	<b>Yearly turnover</b> of the agency/contractor for the last 3 (three) financial years <b>(Upload the audited balance sheet duly certified by CA on MSTC portal)</b>	
	<b>2022-23</b>	
	<b>2023-24</b>	
	<b>2024-25</b>	

Sr. No.	Requirements	Comments of the Bidder
9.	Income Tax return of the agency/contractor for the last 3 (three) financial years <b>(Upload the Income Tax Returns on MSTC portal)</b>	
	2022-23	
	2023-24	
	2024-25	
10.	Details of <b>Bankers certificate</b> uploaded as specified in <a href="#">Annexure-III</a> issued by the agency / tenderer's Bank. <b>(Upload the Banker's certificate on MSTC portal)</b>	
11.	<b>Valid Registration / License issued under the Security Agencies Regulation Act (PSARA) 2005 for Shimla. (Upload the documentary evidence on MSTC portal).</b>	
12.	Details of registered / corporate/ branch / regional/ zonal office of the agency / contractor in HP. <b>(Upload the documentary evidence on MSTC portal)</b>	
13.	<b>PAN No. of agency / contractor (Upload the documentary evidence on MSTC portal)</b>	
14.	<b>GST registration number of the agency / contractor. (Upload the documentary evidence on MSTC portal)</b>	
15.	Employee Provident Fund <b>(EPF)</b> registration number of the agency / contractor. <b>(Upload the documentary evidence on MSTC portal)</b>	
16.	Employees State Insurance Corporation <b>(ESI)</b> registration number of the agency / contractor. <b>(Upload the documentary evidence on MSTC portal)</b>	
17.	Details of the EMD (Earnest Money Deposit) <b>Rs. 1,40,000/- (Rupees One Lakh Forty Thousand only)</b> deposited by the agency / tenderer: -	
	UTR No.	

Sr. No.	Requirements	Comments of the Bidder
	Date of Transactions	
	Name of the bank branch with IFSC code	
18.	Undertaking on the letter head of the agency / contractor as specified in <a href="#">Annexure-I</a>	
19.	Any other relevant Information regarding the agency / contractor/ firm/ company	
20.	<p><b>Declaration by the bidder:</b></p> <p>I/We before signing this e-tender have read and understood all the above terms and conditions contained herein and undertake myself / ourselves to abide by them in case the above-mentioned contract is executed to me/us. I/We understand that the Bank reserve the right to accept or reject any or all the e-tender either in full or in part without assigning any reason thereof.</p>	

**Note: - Documentary evidence for the above as specified in the pre-qualification eligibility criteria must be uploaded on the MSTC Portal. The details of document to be uploaded are as below: -**

- i. Registration Certificate of the agency/contractor.
- ii. List of Clients served by the agency/contractor in [Annex I](#).
- iii. Client Certificate / Feedback in the format given in [Annex II](#).
- iv. Annual turnover statements of the agency / contractor (for last three (03) financial years ending on 31st March 2025)
- v. Income Tax Return of the agency / contractor (for last three (03) financial years ending on 31st March 2025)
- vi. Bankers certificate on financial standing in [Annex III](#).
- vii. Valid Registration / License issued under the Security Agencies Regulation Act (PSARA) 2005 for Himachal Pradesh. Document related to tenderers' office at Himachal Pradesh.
- viii. PAN No. of agency / contractor.
- ix. **GST** registration number of the agency / contractor.
- x. Employee Provident Fund (**EPF**) registration number of the agency / contractor
- xi. Employees State Insurance Corporation (**ESI**) registration number of the agency / contractor.

xii. Undertaking / Declaration on the letter head of the agency/contractor as per [Annexure-I](#).

xiii. Any other document/s

**(Documentary evidence in support of the pre-qualification eligibility criteria requirements as prescribed above must be uploaded on the MSTC Portal. The tender without documentary evidence will not be considered by the Bank. The Bank reserves the right to call for proof/verify the information furnished by the tenderer)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

**(Signature with seal)**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

1. Signature with Name, Address and Date

2. Signature with Name, Address and Date



**PART – II: FINANCIAL BID**

**Section VII: Terms and Conditions of the Financial/Price Bid**

**A. CALCULATION SHEET**

**(Important: Do not upload the filled calculation sheet, this is for reference only. Only upload excel downloaded from MSTC in Price Bid only.)**

Submit the amount at **row number “f”** (i.e., service charges for 19 Security Personnels) in the Price Bid (Part-II) at MSTC ecommerce website. The website will automatically calculate the total cost for twelve months.

Sl. No.	Description	Rate in %	Amount for Security Supervisor	Amount for Security Guards
(1)	(2)	(3)	(4)	(5)
a.	Minimum wage + Variable Dearness Allowance for one person (Rate for 26 days) as per Circular no. File No. 1 /6(1)/2025-LS-II issued by CLC, Labour Department on 25.09.2025)		23,218.00	19,760.00
b.	Employer contribution of Employee State Insurance (ESI) including admin charges, if any (Not applicable if salary exceeds Rs 21000.00 or any other amount specified by ESIC from time to time)	(3.25% of “a” above)	NA	642.20
c.	Employer contribution of Employee Provident Fund (EPF) including EDLI and admin charges, if any (subject to maximum ceiling of Rs 15000.00 or any other amount specified by EPFO from time to time)	(13% of “a” above)	1950.00	1950.00
d.	Bonus per month (Not applicable if salary exceeds Rs 21000.00 or any other amount updated by Bonus Act from time to time)	(8.33% of “a” above)	NA	1,646.01
e.	Sub Total (Sum of Serial “a” to “d”)		<b>25,168.00</b>	<b>23,998.21</b>
f.	Service Charges (in %) * (Only Numerical Value up to two decimal places to be entered <b>which shall not be less than 5%</b> )		<b>(Enter this amount on MSTC website)</b>	
g.	Cost per person for one month (26 duties) (e + (x% of e))		This will be calculated automatically	This will be calculated automatically
h.	Total Cost for 19 Security Personnel ((1*g4)+18*g5) for one month excluding GST			



10. The Bank shall establish the reasonableness of the rates in relation to the estimated rates, prevailing market rates, economic indices of the raw material/ labour and other input costs etc., Accordingly, the Bank may, at its discretion, ask any bidder to furnish the breakup and rationale based on which the quoted rates have been arrived.
11. The rates quoted are inclusive of reliever charges. No extra amount shall be paid for posting a reliever.



**Letter of Undertaking to be given on tenderer's letter head**

To  
Regional Director  
Reserve Bank of India  
Main Market  
Kasumpti, Shimla  
171009

**E-Tender for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009**

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

- i. I/ We certify that before signing/uploading this bid, I/ We have read and fully understood all the terms and conditions of the tender laid down in tender document both Technical and Financial Bids in general and specifically the schedule of tender (Section-I), instruction regarding e-tender (Section-II), general instructions to bidders (Section-III), Evaluation criteria (Section IV), requirement of unarmed security guards, scope of works, terms and conditions of the contract, the penalty clause (Section-V), Technical Bid (Section VI), and Financial Bid (Section VII) and agree to abide by them.
- ii. I/We have understood the evaluation process to be followed by the Bank as mentioned in the tender document, the conditions mentioned Section III/IV and evaluation matrix of the tender document. I / We also understand that the Regional Director, Reserve Bank of India, Shimla has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision shall be binding on me/us.
- iii. I/ We understand the minimum wages shall be required to be paid as per the terms and conditions stipulated by the Central Government/ other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, also need to be paid as prescribed under various statutes by me / us. I/We shall abide by all the statutory and obligatory requirements specified from time to time in various acts applicable in undertaking the service.
- iv. I/ We fulfil the statutory registration requirements with corresponding government authorities in respect of Employees Provident fund/ Employees State Insurance, GST, Labour Department, etc., to undertake the work and all the documents submitted/uploaded in this behalf are genuine and valid.
- v. I/ We have not been banned and de-listed by any Government Department/ Financial

Institution/ Public sector undertakings/ Private Sector Undertakings/ MNCs have not been convicted by any Court of Law/ have no case pending before the court of law/ Police authorities for the last 10 years.

- vi. If our bid is accepted, I/ We agree to deploy the Security Personnels from the date of beginning of contract period.
- vii. I/We fully understand that the EMD amount can be forfeited in case of failure to perform the work if awarded.
- viii. On receiving the award of contract, I/We shall furnish a Performance Bank Guarantee, as per [Annexure-V](#), in lieu of Security Deposit of ₹\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) which shall be valid for 60 days beyond the expiry of contract.
- ix. I/ We also understand that the Performance Bank Guarantee ([Annexure-V](#)), in lieu of security deposit, shall be invoked in the event of failure on my/ our part to duly execute the work as per the agreement or in case of any breach attributable to me/ us of the terms and conditions.

Yours faithfully,

Date:

Authorized Signatory (With Name/Designation & Seal)



**Annexure-II**

**Client's certificate regarding performance of Company/Agency/Firm providing Security Services**

To  
Regional Director  
Reserve Bank of India  
Main Market  
Kasumpti, Shimla  
171009

<b>SI No.</b>	<b>Particulars</b>	<b>Comments</b>
1.	Name and address of the agency supplying Security services	
2.	Place (s) where service is/was availed	
3.	Period of agreement and renewals, if any	
4.	Maximum number of personnel deployed at any point of time during the contract	
5.	Value of service (Total/year wise)	
6.	Comments regarding adherence of terms and conditions of contract	Excellent/ Satisfactory/ Unsatisfactory
7.	Any penalty imposed or deductions made or litigations pending for non-adherence to the terms and conditions of contract	
8.	Overall performance	Excellent/ Satisfactory/ Unsatisfactory
9.	Any other information	

Date:

Full address of the Client:

Signature of client with seal

***(The performance/completion certificates obtained from other clients can be in any format other than the one specified above, but the certificates shall mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those shall not be accepted.)***



**Annexure-III**

**Financial Credibility Certificate/ Solvency Certificate from the banker  
(On the Scheduled Bank's Letter Head)**

To  
Regional Director  
Reserve Bank of India  
Main Market  
Kasumpti, Shimla  
171009

We certify that M/s .....(name and address of the applicant) is/are maintaining a Savings Bank Account/Current Account (strike off whichever is not applicable) No. .... with us since..... The said account is satisfactorily operated by ..... (name of the applicant). Their financial position for business operations in providing Security services is good and they are capable of doing a turnover of **₹ 70 Lakh (Rupees Seventy Lakh only)** in providing Security services.

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

For the bank with Name, Designation & Seal



Annexure-IV

Turnover and Experience Certificate

FinancialYear	Total number of Security Personnel provided	Turnover from Security services (in Rs)	Remarks
2022-23			Upload self-attested IT return for each year and CA certificate
2023-24			
2024-25			

Client list:

Sr. No.	Name and address of the client. Govt./Semi Govt./Bank/Pvt. Body)	The name, full address and Telephone no. of the officer under whom the work was carried out	Nature of service rendered, from to (period)	Number of persons deployed	Remarks

Date:

Authorized Signatory (With Name/Designation & Seal)



**Annexure-V**

**Proforma for Performance Bank Guarantee**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

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

To  
The Regional Director  
Reserve Bank of India  
Shimla

Dear Sir,

**Contract for Providing services of Unarmed Security Guards at Reserve Bank of India, Main Market, Kasumpti, Shimla – 171009**

**WHEREAS**

Reserve Bank of India, having its Central Office at Shaheed Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Main Market Kasumpti, Shimla – 171009 (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 Reserve Bank of India, Shimla a Performance Bank Guarantee for a total amount of ₹ \_\_\_\_\_(Rupees \_\_\_\_\_ Only) 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 Reserve Bank of India, an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Performance Guarantee for due fulfilment of terms and conditions of the contract.

**NOW THIS GUARANTEE WITNESSETH**

- i. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or 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) .

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

We hereby further agree that:

- i. 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).
- ii. Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
- iii. 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.

- iv. This guarantee shall remain in force up to Sixty (60) days beyond the contract period, i.e., upto\_for this 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.
- v. Our liability under these presents shall terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

**For and on behalf of (Name of the Bank)**

**Signature and Seal 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 Performance Bank Guarantee shall 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)