



Reserve Bank of India
Estate Department, Rail Head Complex
Jammu-180012
<https://www.rbi.org.in>

Providing Private Security Guards at Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu

Reserve Bank of India, Jammu invites e-tender for “Providing Private Security Guards at Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu”. The e-tendering shall be done through the e-tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eprocn/>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

Estimated cost of the work	₹55,00,000/- (Rupees Fifty-Five Lakh Only) inclusive of taxes
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	March 14, 2024 from 06:00 PM
Date and time of Pre-bid meeting (offline)	03:00 PM on March 21, 2024 at 3rd floor, Reserve Bank of India, Rail head complex – 180012
Last date for submission of e-tender	April 05, 2024 up to 11:00 AM
Date and Time of opening of Part-I of the Online applications.	April 05, 2024 from 12:00 PM onwards
Part-II of the eligible companies/ agencies/ firms will be opened subsequently on a later date after scrutinizing the Part-I of the tender	

Please note that any Addendum / corrigendum will only be published on RBI website.

Date: 14.03.2024

Regional Director



**Reserve Bank of India
Jammu**

**E-tender
for**

**Providing Private Security Guards at Main Office Building and Residential Premises
of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu**

RBI/Jammu Regional office/Others/1/23-24/ET/634

Name of the Bidder:

Complete Address:

Landline/Mobile No:

Date and time of Pre-bid meeting (offline): 21.03.2024 at 03:00 PM

Due date and time for Submission of tender : 05.04.2024 till 11:00 AM.

Date of opening of Part- I of tender : 05.04.2024 from 12:00 PM.



Reserve Bank of India invites E-Tender of engaging Private Security Agency for providing Security Guards at Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu

The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn/>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

Name of Department	Protocol and Security Cell
Mode of Procurement	e-procurement system Online Part I - Technical Bid and Part II – Financial Bid through (https://www.mstcecommerce.com/eprocn/)
NIT No.	RBI/Jammu Regional office/Others/1/23-24/ET/634
Name of Work	Providing Private Security Guards at Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu
Total Estimated Cost	₹55 lakhs per annum
Earnest Money Deposit (EMD)	₹1,10,000 /- (One Lakh Ten Thousand only) along with the Part I/ Technical – Commercial Bid by NEFT towards: Beneficiary Name: Reserve Bank of India, Jammu. RBI Jammu A/c No.8714295 IFSC Code: RBIS0JMPA01 (5 th and 10 th digits are Zeros). {Intimate/ forward the transaction details on estate@rbi.org.in and jyotikapoor@rbi.org.in }
Performance Bank Guarantee	10% of contract value valid for the period of the contract to be submitted by the successful tenderer as per the format annexed hereto.
Date of Notice Inviting Tender (NIT) available for parties to download	14.03.2024 from 06:00 PM
Date for Starting of e-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II) at	As soon as Tender Fee is submitted to MSTC through their Website. https://www.mstcecommerce.com/eprocn/

Date of Closing of E-tender for submission of Technical Bid (Part-I) and Financial Bid (Part-II)	05.04.2024 till 11:00 AM
Date and Time of Pre-Bid Meeting (offline)	03:00 PM on March 21, 2024 at 3rd Floor, RBI, Railhead Complex, Jammu.
Date and Time of opening of Technical Bid (Part-I)	Part I (Techno-Commercial Bid) of the tender shall be opened on 05.04.2024 from 12:00 PM.
Date and Time of opening of Financial Bid (Part-II) bid	Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
Transaction Fees	<i>It will be shown at MSTC portal and payment will be made online only.</i>

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

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

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director
Reserve Bank of India,
Jammu**

DISCLAIMER

Reserve Bank of India, Estate Department, Jammu, 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 believe 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, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents will be required to confirm in writing that they have done so and that they do not merely rely on the information provided by the Bank while 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.

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 will be paid to persons or entities expressing interest.

Section-(I)
Important instructions for E-tender

This is an e-procurement event of Reserve Bank of India, Jammu. 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 should 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, Jammu, (before the scheduled time of the e- tender).

Contact person (RBI)

Capt. T. Stanzin Assistant General Manager 9099936996 tstanzin@rbi.org.in	Shri Gaurav Kumar Assistant Manager 9818347733 gauravkumar2@rbi.org.in
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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:

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

System Settings Check Status

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

7. 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.
8. 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 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.
- 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.
- Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Jammu as advised in the NIT.
- 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).
- 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.
- 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.
- E-Tender cannot be accessed after the due date and time mentioned in NIT.
- 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, Jammu after award of work. EMD of the successful bidder will be refunded after receipt of Performance Bank Guarantee for the same.
- 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>
- 9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- 10. No deviation to the terms & conditions are allowed.
- 11. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 12. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://www.mstcecommerce.com/eprocn> of MSTC Ltd.
- 13. 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.
- 14. The bid will be evaluated based on the filled-in Price bid formats.
- 15. 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- (II)

Instructions to Tenderers

Reserve Bank of India, Estate Department, Jammu invites online e-tenders on <https://www.mstcecommerce.com/eproc/> in two parts from the eligible tenderers as mentioned at clause 1.1. Eligible Tenderers to submit a Part I (Techno-commercial bid) and Part II (Financial bid) online.

E-TENDER Document:

TENDER shall consist of documents (Part I & Part II). Part I contains techno- commercial conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E- Tender Document / Notice Inviting Tender may be downloaded from <https://www.mstcecommerce.com/eproc/>

Tenderers are advised to study the E-TENDER documents thoroughly.

Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

Obtaining of TENDER documents:

(a) The E-Tender Document / Notice Inviting Tender may be downloaded from <https://www.mstcecommerce.com/eproc/>

(b) Interested parties, if they so desire, may contact the P&S Cell Officials on the phone /fax /e-mail indicated in Clause no. 1.1 (m) for further any clarification.

Amendment to E-TENDER Document

At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on <https://www.mstcecommerce.com/eproc/> for information of prospective bidders.

In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

Preparation of Tender

Part I / Techno – Commercial bid

- (i) All Sections and Annexures are the part of Technical – Commercial bid. All these sections and annexures must be signed by the Tenderers.
- (ii) Tenderer must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- (iii) EMD shall be part of Technical – Commercial bid the amount of EMD is indicated in clause 1.1(b)
- (iv) Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on <https://www.mstcecommerce.com/eproc/>

Part II /Financial Bid:

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. 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 **(inclusive of GST)**, charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. **as applicable as per rules.**

- (ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iii) The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- (iv) If any columns of the price schedule are found blank than the tender of the respective Tenderers shall be treated as non-responsive and will be summarily rejected by the RBI and further EMD shall be forfeited. However, Bank may also take the review in this matter as per Tender Clause. If required.

It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in **clause 1.2(k)**. This period will be further mutually extended, if required.

Earnest Money Deposit (EMD) / Bid security:

Rs. 1,10,000/- by NEFT paid through NEFT/ Net banking only to Reserve Bank of India Jammu account detail of which are: RBI Jammu A/c No.8714295, IFSC Code: RBIS0JMPA01. Please mention UTR transaction details while applying.

Eligible registered MSEs participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents. **Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the RBI.**

The EMD of unsuccessful Bidders shall be discharged/returned by RBI after award of work to successful bidder.

EMD of the Successful Bidder shall be returned to the Bidder after submission of Bank Guarantee as per tender condition, without interest.

Intending tenderers shall pay as earnest money a sum of Rs. 1,10,000/- by way of NEFT to Reserve Bank of India, Jammu.

The EMD shall be forfeited in the following circumstances:

- (i) 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
- (ii) Tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids.
- (iii) if a Tenderer withdraws his Bid during the period of Bid Validity, or
- (iv) The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.
- (v) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.
- (vi) 100% EMD shall be refunded to unsuccessful bidders after issuance of work order to successful bidder;

- (vii) 100% EMD shall be refunded to successful bidder after depositing Performance Bank Guarantee and issuance of work order;
- (viii) Performance Bank Guarantee shall be returned within three months after contract period.

Procedure for Submission of Bids

It is proposed to have a **Two-Part System** for this tender

Techno – Commercial Bid/Part I consist of following items

1. Part I/ Techno – Commercial Bid (all sections and annexures) (**Part I / Techno – Commercial bid and name of work as mentioned in clause of 1.1**)” Please note that prices should not be indicated in the Part I/ Techno – Commercial Bid. Techno-Commercial bid may be submitted on <https://www.mstcecommerce.com/eproc/>.
2. Documentary proof of Pre-qualification must be uploaded online on <https://www.mstcecommerce.com/eproc/>
3. **The payment details of EMD** shall be attached.
4. **Pre-Bid Meeting:** A pre-bid meeting of the intending tenderers, will be held on 21.03.2024 at 03.00 PM in Estate Department, 3rd Floor, Reserve Bank of India, Rail Head Complex, Jammu. All intended tenderers are advised to attend Pre- Bid meeting. A site visit will also be arranged to acquaint them for the security area issues. In case a vendor does not attend Pre- Bid meeting, its minutes will be binding on them and no further clarifications will be entertained. The duly filled in tender documents shall be uploaded on MSTC site till 05.04.2024 till 11:00 hours.

Part II /Financial Bid

Part II /Financial Bid “(**Part II /Financial Bid and name of the work as mentioned in clause of 1.1**)” may be submitted on <https://www.mstcecommerce.com/eproc/>

No conditional/optional quote shall be accepted.

Tenderers shall not be permitted to alter or modify their bids after receipt of Bids. Those who have downloaded the tender is required to submit the eligibility criteria.

Receipt of E-Tenders

The e-tender bids will be accepted till the schedule time and date as referred to in **refer clause 1.2(f). The e-tenders received thereafter shall not be entertained in any circumstances.**

Opening of Part I

The Technical – Commercial bids will be opened on the scheduled time and date as referred to in **clause 1.2(g)** at PSO, RBI Jammu. The Tenderers or their authorized representatives may be present, if they so desire.

Scrutiny of Part I

The Part I shall be evaluated as per the procedure indicated in special condition of contract. After evaluation of the Part I, the short-listed Tenderers will be intimated by emails to all the e-Tenderers. The decision of the Bank on Part I shall be final and shall not be open for discussion.

Opening of Part II /Financial Bid

The Part II of the short-listed Tenderers will be opened later, and such short-listed Tenderers will be intimated about the date and time accordingly. The short-listed Tenderers or their authorized representatives may present, if they so desire.

Scrutiny of Part II

The Part II shall be evaluated as per the procedure indicated in special condition of contract. Accordingly, Lowest tenderer (L1) shall be declared.

Bank has Right to vary quantities at the time of placing Order/signing of Contract.

Bank's right to accept any Bid and to reject any or all Bids

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- (a) In case no Bid is received.
- (b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- (c) An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- (d) On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- (e) The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- (f) The Bank discourages the stipulation of any additional conditions by the tenderer.

Disputes:**Settlement of Disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree sole arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate presiding arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made

thereunder. The venue of arbitration shall be RBI, Jammu. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

All disputes arising shall be subject to the exclusive jurisdiction of competent court at Jammu.

Place:

(Signature of the tenderer with stamp)

Date:

(Name)

TECHNICAL BID (PART-I)

Engagement of Firms/Companies for providing Unarmed Security Guards on Contract Basis

General Instructions

1. Reserve Bank of India, invites tenders from the reputed firms/companies engaged in providing Unarmed Security Guards on contract basis for guarding the 'Bank's Residential Colonies / office (i.e. monitoring movement of men, material and vehicles, surveillance, parking at Office etc.) w.e.f April 01, 2024 as per laid down contractual obligations. **The contract will be awarded to Private Security Agency (PSA) /firm for a period from June 01, 2024 till March 31, 2025.** however, the contract can be extended further for two years subject to satisfactory performance of the staff deployed and adherence to contractual obligations by the concerned Agency/firm/company.

2.The estimated number of Unarmed Security Guards to be deployed in the **Bank's residential colonies will be 11 and Office premises shall be 01**, with the provision of increasing/ decreasing the number of guards as and when required.

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

4.The guards will ensure that they remain visibly active during their duty time & avoid sitting at hidden places.

5. The guards will observe activities of the contract labour & any abnormality noticed will be instantly passed on to the Protocol & Security Officer of the Bank. While on duty the guards will maintain a polite but firm behavior with the contract labour and other outsourced staff. Guards will not involve themselves in any of the activities except to the duties assigned to them.

6. While on duty, the guards will maintain a polite behavior with the employees, their family members and guests.

7. If any wrong working procedure is being followed by the employees or contract labour they will unhesitatingly advise them in a decent way to follow correct procedure & simultaneously inform the Protocol & Security Officer of the Bank.

8.In case of any doubt, the guard will not keep it to himself but will immediately seek help from the In-charge Protocol & Security Officer.

9.While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities. They will ensure the wireless set provided by bank is operational and is with them during duty hrs.

10. No guard, especially in night shift duty will ever be found sleeping. If found agency will be penalized suitably.

11. The Security Guards manning the security/check posts should be vigilant and available at their posts. Patrolling of the residential premises to be carried out on regular basis and its time wise record to be maintained.

12. Guards on Main Gate duty will sincerely perform checking of incoming / outgoing employees/visitors and maintain the record thereof in prescribed registers.

13. The security personnel shall be duly trained in Fire safety operations. They should be trained to operate various fire extinguishers installed in the colonies.

14. The successful tenderer/Agency / firm / company/ Agency shall ensure that none of its

employee/personnel/representatives will enter or remain in the Bank's office / residential premises beyond the specified time limits unless absolutely necessary for fulfilling successful Agency obligations and with permission of the Bank Security officials.

15. The security guards will ensure the operation of water pump at the fixed hours in the colonies as on instructions provided time to time.

16. Any other security related duties assigned by the Bank.

17. The Shift timings of the Security Guards at residential colony shall be as under:

Shifts	Timing of Security Guards at Banks Residential Colony
1 st Shift	0600-1400
2 nd Shift	1400-2200
3 rd Shift	2200-0600

With a view to ensuring smooth working of above arrangements as also strict compliance of Labour Laws, the service providing security agency has to work out the provision of weekly off to the 11 security guards (9 guards in 3 shifts on each day for manning the staff colony round the clock and 02 security guard to provide weekly off to the 9 guards).

18. The Main Office Building Premises shall have 01 Security Guard- performing 8 hours of surveillance in the Bank's leased Parking area/external periphery of the Bank from 0900h till 1700h for 6 days in a week.

19. **GENERAL INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS (PRE-QUALIFICATION CRITERIA)**

The tenderer should satisfy the following conditions and submit the documents to support it: PSAs shall submit copies of documentary proof along with the EOI and PSAs not conforming to any of these criteria will not qualify for empanelment or short listing:

- A. PSA should be reputed registered companies under the Company Act 1956 for providing Security guards' services and should have "**SECURITY**" word in the name of the Company.
- B. Should have valid PSARA license for the UT of Jammu & Kashmir and have their own office/branch in Jammu City.
- C. PSA should be continuously in business (for providing security guards) for at least for 05 years **as on February 29 2024**. Agency should furnish their clients list showing the details of work carried out by them during last five years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any. The agency should submit documentary evidence in support of minimum experience of five years. Copies of documentary proof such as Certificate of Incorporation, IT Returns, PAN card, etc. to be attached.
- D. The estimated cost of the contract is around ₹55 Lacs (approx). The agency is required to submit experience of having successfully completed similar works (providing security guards) during last five years ending **February 29, 2024** as under (submit copies of work orders):

- (i) Three similar works (providing security guards) each costing not less than Rs.22,00,000/- or
 - (ii) Two similar works (providing security guards) each costing not less than Rs.27,50,000/- or
 - (iii) One similar work (providing security guards) costing not less than Rs.55,00,000/-
- E. PSA should have effective infrastructure for the training of the security guards and must have valid license for running the training establishment issued by PSARA controlling authority of the J&K. Training establishment should have full training infrastructure including physical training. The security guards must have attained minimum training, prescribed as per PSARA-2005 Act. The license for training establishment must be valid and is required to be kept valid till the end of the period of contract. **The valid license is required to be submitted with the application.** (The PSA will have to enclose/submit certificate of training before deployment of the security guards/supervisors)
- F. PSA should have Credible Supervisory Infrastructure and network.
- G. PSA must have valid "The Private Security Agencies (Regulation) Act, 2005" license for the UT of Jammu & Kashmir. The license must remain valid during the period of the contract and should be renewed time to time.
- H. PSA should submit copies of Certificate of Registration with Registrar of Companies under the Company Act 1956.
- I. PSA should submit Memorandum of Association.
- J. Income Tax Returns for last 3 FY's i.e.2020-21/2021-22/2022-23 & PAN Card.
- K. Audited Balance Sheet for last 3 FY's i.e. 2020-21/2021-22/2022-23
- L. The average annual turnover of the PSAs in the last three financial years ending March 31, 2023 should not be less than Rs. Fifty-Five lacs (Rs. 55,00,000). Supported by audited balance sheets.
- M. Valid Registration Certificate under Shops & Establishment Act.
- N. Certificate from ESI Corporation (latest), if applicable.
- O. Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest).
- P. Valid Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970.
- Q. Registration Certificate for Service Tax.
- R. Performance feedback from existing principal Employers.
- S. PSA should follow Minimum Wages Act, 1948, other labour laws and Central Rules as applicable.
- T. PSA must have an office in Jammu, with telephone & fax and must have a 24X7 control Room (Emergency Response Room) at Jammu.
- U. Experience of existing deployment in minimum three various Govt. institution/bodies/establishments (including residential premises) or reputed institutions with deployment of minimum 15 Security guards in each establishment (work orders to be

attached). PSA should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the PSAs to the RBI's satisfaction.

- V. PSA should submit solvency certificate from its banker specifically for the purpose of the work for amount equivalent to the estimated value of contract. The issued date of the solvency certificate should not be older than 01 Feb 2024.
- W. PSA may submit either of the certifications- ISO 9001-2015 or SA 8000 or OHSAS 45001-2018 certification.
- X. Tendering firms/companies should have current account in scheduled banks and should give an undertaking that they are ready to receive the payments through Electronic Clearing Service (NEFT/RTGS/ECS).

In addition to the above, the PSAs should furnish details about their profile.

ALL THE ABOVE REGISTRATION AND CERTIFICATIONS SHOULD BE IN THE NAME OF THE COMPANY ONLY.

20. SCOPE OF WORK-

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

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

20.3 The Contractor shall comply with the statutory provisions of Contract Labour(Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; Workman's Compensation Act,1923;Payment of Wages Act,1936;The Employees Provident Fund(and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance when deemed necessary and Contractor shall abide by the same. The contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Jammu indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/regulations/ or any bye-laws or rules framed under or any of these, the RBI, Jammu shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractors monthly payment and Security Money

Deposit.

20.4 The Bank shall deal only with the Contractor and it shall be for the Contractor to assign the work to the security guards posted / appointed by him at the Bank's premises from time to time in accordance with the Bank's instructions. In the event of the Bank considering the act/conduct of any of the security guards posted / appointed by the Contractor to be derogatory to and not in due discharge of the duties and responsibilities entrusted to him and reporting such act / conduct to the Contractor, the Contractor shall forthwith take appropriate action to protect the Bank's interest. Further, upon the Bank reporting and demanding withdrawal of any of the security guard posted at its said premises for the reason that their conduct and behavior or the performance of the duty entrusted to them is not considered satisfactory by the Bank or for any other reason, the Contractor shall forthwith replace the said guard by / with suitable guard. The decision of the Bank in this regard shall be final, conclusive and binding upon the Contractor, who shall ensure that the services provided by him are to the satisfaction of the Bank. Subject to this clause, the contractor has the right to transfer in the discharge of its obligations under the Agreement and in its absolute discretion any of the security guards as it may determine, posted by him on the premises of the Bank colonies, provided however that he shall keep the Bank informed of the same, and any other changes contemplated by him will be communicated to the bank. It shall be the responsibility of the contractor to ensure that the Security Guards deployed by him are physically fit, healthy, smart, intelligent with good bearing, honest and competent, free from any disease contagious or otherwise. The responsibility of their discipline will be that of the Contractor. The persons provided should have proper knowledge of their job. Persons so engaged by the contractor shall be properly trained Security personnel of high integrity and good conduct and preferably below the age of 55 years. In no circumstances, guards below 21 years of age should be employed.

20.5 The Contractor shall provide minimum two sets of uniform each for winter and summer respectively and ensure that the guards are always in proper uniform to be supplied by the Contractor, while on duty. In this regard, the Contractor shall at his cost must provide to the security guards 02 sets of uniforms, boots, Socks, caps, jerseys for winter, belts, badges and Name plates. The security equipment like lathis / batons, torches (their batteries/cells) whistle & stationary items shall be provided by contractor and for the proper maintenance of the same the contractor alone shall be liable.

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

inspection and submission of periodical returns.

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

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

20.9 The contractor shall submit details of police verification of engaged guards to the bank within first month of contract. Also keep record of names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity.

20.10 I-cards bearing their photographs / identification etc. and such employees shall display their identity cards at the time of duty.

20.11 The Agency / Firm should have an office in Jammu.

20.12 The contractor shall alone be strictly liable to pay the timely salaries / wages, (strictly within first week of the month, immediately preceding the completed month) & bonus once in a year, if applicable, such that the same are not below the minimum wages prescribed under law, contributory saving fund, Gratuity, Risk Insurance and ESIS to the Security Guards provided to the Bank as and when due and shall maintain all necessary records. It is agreed and understood that such Security Guards shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Contractor shall supply the same to the Bank within a reasonable time say not exceeding four days. The contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the "Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". Contractor has to deposit the ESI & EPF contribution in respective organizations (ESIC & EPFO) and he has to ensure that all his employees are given ESI Card and EPF Card immediately whereas applicable.

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

20.14 The Security Money deposited by the contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by RBI, Jammu on account of failure or negligence of the guards deployed by him or in the event of breach of the agreement by the Contractor.

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

- 20.16 Guards provided shall be adequately trained in safety and security measures including first aid, emergency responses & fire-fighting operations.
- 20.17 RBI, Jammu 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.
- 20.18 The Security personnel deployed by the Security Agency at the site shall operate the water pump at the premises ensuring thereby proper water supply to the residents. They shall also ensure that the equipment at the pump house are properly operated and no damage is caused to them on account of their mishandling.
- 20.19 The Security personnel deployed by the Security Agency at the site shall switch- on and switch-off the lights in the common area of the residential premises.
- 20.20 The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- 20.21 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.
- 20.22 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 work place and related issues.
- 20.23 Bills for Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu should be presented separately.** The Bank will normally make all payments due under this Agreement (the payment of the preceding month) latest by 15th of each month provided the bill is correct in all respects. The payment will be made against the printed bill which should be properly signed by the authorized signatory with proper stamp as used by the Contractor. The bill shall, for this purpose reach this office on 1st of each month. In case, it is a holiday/ non- working day or for any other reason, the payment will be made on next working day. However, if the payment due to the contractor pursuant to this contract is overdue beyond 30 days, contractor shall be entitled to claim interest on the outstanding amount at the rate of 3% per annum as from the date the sum is due until the date payment is made to the Contractor. The Bill will be settled on actual services provided and not on notional basis.
- 20.24 This contract will be valid initially for a period from 01.06.2024 to 31.03.2025.
- 20.25 In case, so required by Law/ rules/ regulations, the Contractor shall ensure that a labour

license under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law/rules is renewed as and when required and is kept in force during the period of the contract and that all terms and conditions thereunder are complied with by him at all times.

20.26 The Contract may be terminated by either party giving to the other three months notice by registered post AD or payment in lieu thereof. Such termination shall not affect the rights or the obligations of parties arising as a result of or in consequence any act done prior thereto.

20.27 That personnel provided under the Contract will be the employees of the Contractor for all intent and purposes. They shall not have any claim or right against the Bank, nor can they claim any Association/rights as employee of R.B.I. The Contractor and its employee's (guards) etc. shall not misuse name of the Bank.

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

20.29 That any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by Competent Authority i.e. Deputy General Manager / General Manager (HRMD). However, Contractor will have the right to appeal to the Regional Director whose decision will be final in the matter.

20.30 As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition which the Contractor may have with his own employees / guards / supervisors / officers who may be put on duty to guard the Bank's colonies as they are having no connection with the Bank. However, for its own information, research and analysis, budget / administrative measure if the Bank calls for any information from the Contractor he shall be providing the same within 4 days. Also, Bank expects that they will be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's image.

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

20.32 The contract shall be deemed to end in any of the following contingencies: -

(i) On the expiry of the contract period or terminations in terms of para 20.26 or 42 of this tender document.

Or

(ii) A notice at any time 'during the currency of services, in case the services rendered by the contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

Or

(iii) For committing breach of any of the terms and conditions of the contract by the contractor or for delay in payment of monthly wages to the guards deployed.

Or

(iv) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the contractor to any third person for sub-letting the whole or a part of the contract to any third person.

Or

(v) On contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to Reserve Bank of India.

20.33 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.

20.34 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.

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

20.36 In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Jammu or his nominee.

20.37 The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Jammu shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

20.38 The arbitrator may give interim awards and / or directions, as may be required.

20.39 Subject to the previously mentioned provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

20.40 The Courts at Jammu only shall have the jurisdiction for the purpose of this agreement.

With mutual consensus, even Arbitration machinery may be used for settling disputes.

20.41 The contractor shall get the antecedents of the Security Guards and agency itself checked / verified through the local police / intelligence agency to ensure that no undesirable person is deployed.

20.42 Bank shall be authorized to impose Penalty on the Contractor for proved deficiency of service/ disregard of Bank's instructions/ willful disobedience by guards/ contractor and obnoxious and patently willful discourteous or outrageous behavior or Act. Such penalty shall not be leviable without specific permission of the Regional Director. However, once levied, it will be deducted from the outstanding bill(s). This right of the Bank shall exist without prejudice to Bank's rights under para 33 and para 42 of this tender document.

21. Interested applicants are required to submit application online in MSTC portal in the prescribed format furnishing details about Organization, experience, availability of trained personnel, training facilities available, liaison with local police authorities, compliance with relevant laws, financial standing, adherence to Minimum Wages as laid down by the Central Govt. and competence. The information so furnished will be kept confidential.

22. A format of Client's Certificate as per [Annex-I](#) and Banker's Certificate is to be attached along with the application. The applicant has to attach the 'Client Certificate' from at least three clients (minimum deployment of 15 Security guards in each separately). Similarly, the applicants may submit the 'Bankers Certificate' from their banker/bankers on Banks letter head.

23. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

24. Application containing false or inadequate information is liable for rejection.

25. Financial bids of only those companies/firms who qualify the technical bid will be opened.

26. The Bank reserves the right to reject any or all the applications without assigning any reason thereof.

27. ELIGIBILITY CRITERIA FOR SECURITY GUARDS

The Guards should confirm to the following norms:-

- (i) Age should not be above 55 years for all categories of guards. Security Guards deployed may preferably be Ex- Servicemen or from Para military background or having relevant experience in physical guarding duties at eminent locations.
- (ii) Should not be in Low Medical Category i.e. should be physically fit in all respects. Medical category recorded in the discharge book of the ex-servicemen or ex-Para military personnel will be considered valid for two years from the date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the PSA.
- (iii) Each Security Guards must be verified, and their antecedents checked (police verification). The agency will submit the report to concerned security officer for this effect.
- (iv) The security guards deployed by the PSA during contract with RBI shall not work in any other organization or shall not be deployed by the PSA to any other organization during the period of contract. If any such case comes to the notice during the agreement period, Bank shall have the right to impose suitable penalty on the PSA, which will be recovered from his monthly bills or security deposit or any other dues of the PSA.

- (v) The PSA shall employ good and trained persons with good health and clean record within the age of 21 to 55 years and of height not less than 5 ft. 4 inch, must have good working knowledge of Hindi and English with minimum 10th standard pass.
- (vi) 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 replacement without giving any reason thereof. It will be the responsibility of the PSA to ensure that approved strength is maintained at all the times and security services continue without any break.
- (vii) Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.

28. **PAY STRUCTURE**

(i) Pay Structure of Security guards will be as per the latest recommendation of Central Minimum Wages for Watch and Ward (without arms) for Security guards for Area B.

(ii) The service charge quoted will cover the cost of contractor's profit & overhead, insurance and all taxes (including GST). The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

(iii) The quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. The firm/ agency will be bound to pay statutory Central Govt. minimum wages to the workforce employed by him / them, therefore, rate should be quoted keeping this in mind. Tenders having 'quoted rates' below the Central Govt. minimum wages are bound to be rejected.

(iv) The quoted service charges shall also include Insurance charges (CAR policy, Workmen compensation and Third Party liability), Work Contract tax, Sales tax, Excise duty, Octroi and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State or Local Authority if applicable including GST.

(v) Bank shall consider the changes in pay structure as recommended by Central Govt (Central Minimum Wages) if published during the period of the contract. The PSA will have to submit valid notification of the Central Govt. in this regard.

29. **VALIDITY OF OFFER**

The application shall keep the offer open for a minimum period of 90 days from the date of opening of the application within which period the PSA cannot withdraw their offer including the period being extended further, if so required, by mutual agreement from time to time.

30. **AGREEMENT BETWEEN THE PSA AND THE BANK**

The successful PSA shall execute an Agreement in duplicate on a non-judicial Stamp Paper of appropriate value, as per the format provided by the RBI, and all the expenses shall be payable by the PSA. A copy each of the agreement to be retained both by the RBI and the PSA concerned.

31. **NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

RBI shall be under no obligation to accept lowest or any offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

32. **TERMS OF PAYMENT**

(i) The PSA will not be paid any payments in advance. Monthly payment confirming to the attendance of the security guard as per the documents to be maintained by the PSA and submitted to RBI shall be made by the RBI after the end of every calendar month. The PSA must ensure payment to the Security Guards before submission of bills and submit documentary evidence in support of salary deposited like bank statement and other statutory payments to security guards, etc with the bills. **Bills for Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu should be presented separately.**

(ii) The Agency must ensure that security guards engaged by them must receive their entitled wages in time as per Gol instructions; such timely payment shall be E-Tender for Annual Service Contract for providing unarmed security guards for Bank's office premises and residential colonies located in Jammu, independent of whether the Bank has released payments against the bills submitted by the Agency. In view of this, the following procedure will be adopted. The bills shall be submitted along with the following documents in respect of the contractual employees deployed at RBI Jammu, mandatorily: (i) Current month Invoice Copy. (ii) Current month Wage Register (Form XVII [See rule 78(1) (a) (i) of The Contract Labour (Regulation and Abolition) Central Rules, 1971], duly signed by the individual contract Labourers. (iii) Current month Attendance Register/Sheet. (iv) Current month ESI remittance challan (if applicable) with consolidated and breakup details. (v) Current month EPF remittance challan, as applicable, with consolidated and breakup details. (vi) Bank statement of the agency duly authorized by Bank officials having details of salary Payment made to each employee. (vii) Proof of any other payment (bonus etc.) made to the contractual employees. (viii) Certificate by the Agency declaring that they are adhering to the applicable forms under the Minimum Wages Act, 1948 (XI of 1948) and all the applicable rules under the Act issued by the Government of India from time to time, EPFO, ESIC (if applicable), Bonus and all other Act/Rules issued by the Government of India in connection with employment of labours.

(iii) The Agency shall compulsorily issue the salary slip to their security guards. A tentative format is as under:

Name of Employee	Month	Designation. No. of Days/Duties present
SALARY STATEMENT		ESI No.
Payable paid		PF No.
BASIC		DEDUCTIONS AMOUNT
BONUS		EPF (%)
HRA		ESI (%)
GRATUITY		SECURITY DEPOSIT
OTHERS ALLOW.		TOTAL DEDUCTION:
ADD. ALLOW/LATE DUTY		
GROSS WAGES		
OT		
GROSS WAGES + OT		
DEDUCTIONS (TAXES AND ANY		
OTHER CHARGES)		
NET PAYABLE (Rs.)		

(iv) Financial Inclusion: The successful tenderer/Agency / firm / company/ Agency shall ensure that all the staff deployed in the Bank premises is having a Saving Bank Account along with an ATM card. Payments of wages shall be paid through NEFT/ RTGS only.

(v) The Security Guards shall be provided as per the requirement of the Bank and the guards so

provided by the PSA shall not claim themselves as the employees of the Bank and there shall be no employer - employee relationship between the Bank and the guards so provided by the PSA. Number of security personnel required to be engaged as per the following details and payment shall be made on the basis of actual engagement of security personnel.

(vi) The PSA shall be wholly responsible for paying Monthly Salary and other admissible allowances including applicable Bonus to the guards deployed by them at RBI, Residential Quarters / Colonies. Bank shall not pay any extra charges / payment for whatever reason including of weekly off / leave / holiday etc.

(vii) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

33. **NON-INTEREST BEARING Performance Bank Guarantee**

(i) On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and deposit Performance Bank Guarantee @ 10% of the contract value and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

(ii) RBI reserves the right to invoke partially or wholly the Bank Guarantee for any loss, theft, damage, non-payment of salary etc. caused by the agency or by the guards deployed by the agency or negligence of guards deployed by the agency and/or agency commits breach of one or more of the conditions in the agreement. The agency becoming disqualified because of liquidation /insolvency etc. The decision of RBI in respect of such losses, damages, charges or costs, shall be final and binding on the Agency.

(iii) The Bank will impose a penalty of Rs. 1000/- per day per person if the personnel deployed by the agency are found either unauthorized absent from their post or sleeping on duty.

(iv) It shall be the responsibility of the PSA to provide full uniform which include Shirts, Trousers, Jerseys, Shoes, Socks, Cap, Laneyard (summer and winter both) along with the name plate/identity card to the security staff deployed to perform their duties. The identity cards shall be produced on demands by the any authority of the Bank or of Government. All essential items for security purposes like torches, lathi, whistle, shoes / rainy shoes, raincoats, winter liveries, first aid arrangement etc. shall be provided by the PSA at their own cost.

34. The PSA will introduce their security staff to Officer-In-charge, declared as controlling officer or any other person authorized by RBI in this behalf for the operation of the agreement by Bank for his verification and satisfaction before their deployment and the PSA shall furnish the complete particulars / bio-data of security personnel with passport size colour photo duly attested by the Gazetted Officer before deployment including the copy of arm license, wherever applicable.
35. The Bank reserves the rights to ask the PSA to remove any guard found not discharging his duties satisfactorily or of doubtful character and he will immediately remove such person / persons and provide replacement.
36. The Bank shall not provide any residential accommodation in the premises of the Bank or elsewhere for the security guards deployed by the PSA.
37. The duty points and retention of security guards deployed by the PSA will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the PSA will have to abide

by such direction.

38. In case of any pilferage, damage or theft, the PSA or their representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/proper investigation and recovery of loss. **The PSA will be wholly responsible for any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism of dereliction of duty by their security guards.**
39. It may be distinctly understood that there shall not be any absenteeism by the security guards and in case of absenteeism, if any guard is replacement deputed by the PSA is unable to join his duty within two hours, failure to do so would render the PSA liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the PSA, such replacement guard shall also be subject to meeting the standards.
40. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.
41. **Integrity Clause:** Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle.
42. **LIQUIDATED DAMAGES AND TERMINATION**
In case of breach of any/or more of the conditions in the agreement and/or services provided by the PSA are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.) during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages only for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the PSA can be terminated by giving a short notice of seven days or even 48 hours depending upon the severity of the non-satisfactory service and also disqualifying them for participation in the future empanelment. The nature of deficient service for which penalty can be imposed or contract shall be cancelled / terminated will be decided solely at the discretion by the Bank.
43. **OTHER TERMS AND CONDITIONS (For Agency/Contactor)**
- (i) Take necessary insurance cover against the personal injuries likely to be suffered by the Security Supervisor and Security guards while doing the Bank's work. He shall ensure that the insurance cover is kept alive during the tenure of this agreement. Contractor shall provide a copy of insurance cover (valid for entire contract period) to Reserve Bank of India.
- (ii) Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- (iii) The PSA shall submit monthly bills in duplicate for the services rendered during the preceding month along with the pay roll duly signed by the security staff and the Bank shall make payment

within fifteen working days from the date of submission of the bills after deduction of income tax as per provision of Income Tax Act, 1961 and as amended from time to time and also including any other taxes levied by the Central/State Government from time to time.

(iv) The agency/ contractor has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the Supervisors and Security guards of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under Central minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

(v) The contractor shall be required to obtain a license, from the office of the Assistant Labour Commissioner, Government of India, Jammu as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or

any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring 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.

(vi) The PSA shall give weekly off to their security guards and shall provide a reliever in their place. The PSA shall give weekly off to each security guard. The Supervisor of the PSA is required to conduct surprise check frequently at least twice a week during late hours and to see themselves that their guards are discharging duties faithfully and properly and also 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. The supervisor may preferably be an experienced Ex-serviceman. If any security matter arises during the course of duty by the guards which involves police interference, the supervisor of the PSA should pursue the case and do all the formalities like filing FIR etc. with the Police. PSA shall be liable to pay applicable over time allowance if any and no claim will be entertained by the RBI in this regard.

(vii) The term of the agreement shall be initially for a period of one year extendable for two years subject to the performance of the PSA and requirement of the Bank.

(viii) The authority for acceptance of the application will rest with the Regional Director, Reserve Bank of India, Jammu who does not bind himself to accept the lowest or any other application or undertakes to assign reasons for declining to consider any particular application / applications.

(ix) In case of any dispute which may arise during the currency of agreement it would be settled by the Regional Director, Reserve Bank of India, Jammu.

(x) The PSAs are advised to visit the site of work and see actual condition and difficulties involved in the execution of work before formulating the rates for complete items of works described in the application form.

(xi) If awarded, the Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract.

(xii) The tenderer must use only the tender forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.

(xiii) The contractor shall indemnify and keep indemnified the Bank against all losses and claims,

damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

(xiv) The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential

information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

(xv) The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

(xvi) The PSA shall be wholly and solely responsible for full compliance of the provisions under all labour laws or regulations such as Payment of Wages Act, 1936, Minimum Wages Act, 1948, the Payment of Gratuity Act, 1972, the Employee Provident Fund and Miscellaneous Provisions

Act, 1952, Employees Liability Act, 1933, Workman Compensation Act, 1920, the Maternity Benefit Act, 1961 etc., each one of them as modified and as applicable on date. The Contract Labour (Regulation and abolition) Act, 1970 or any modification thereof or any other law relating thereto of having bearing on the performance of the works hereunder and rules there under from time to time, the PSA assumes liability and hereby agrees and undertakes to indemnify and hold harmless the Bank from every expenses, liability or payment by the reason of the application or violation of such laws, rules or regulations existing or to be introduced at a future date during the currency of the agreement.

(xvi) That the contractor shall submit the proof of having deposited the amount of Bonus, ES and EPF contributions towards the persons deployed at RBI, Jammu in their respective names before submitting the bill for the subsequent month. Also the applicable Bonus must be paid to guards as per rules.

(xvii) That all precautions will be taken by the contractor towards the safety of its employees and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc to its employees.

(xviii) It shall be the responsibility of the PSA to provide full uniform (summer and winter both) along with the name plate/identity card to the security staff deployed to perform their duties. The identity cards shall be produced on demands by the any authority of the Bank or of Government. All essential items for security purposes like torches, lathi, whistle, shoes / rainy shoes, raincoats, first aid arrangement etc. shall be provided by the PSA at their own cost.

44. SETTLEMENT OF DISPUTES BY ARBITRATION

(i) In the event of there being any dispute or difference arising between the parties the same shall be referred to the Regional Director, Reserve Bank of India, Jammu whose decision shall be final

and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole arbitrator mutually agreed by the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliations Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties.

(ii) The venue of the arbitration shall be Jammu. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

(iii) All disputes shall be subject to the jurisdiction of the Court at Jammu only.

(iv) The Tender shall be prepared in two parts, i.e, technical bid and financial bid. **Telegraphic, Fax and E-mail, tenders will not be accepted.** All copies of the tenders should be complete in all respects with all attachments/enclosures/annexures.

(v) Incomplete forms or tender without proper documentary evidence etc. (wherever demanded) will be summarily rejected by the Bank.

(vi) The tender forms may be submitted latest by 11:00 PM on April 08, 2021. The tenders received after the said date and time will not be accepted.

45. **OPENING OF THE TENDER:** The Part I (Technical bid) of the tender will be opened on the **April 05, 2024 from 12:00 PM.** Those tenderers who would like to be present at the time of opening may note the date above and time and no separate intimation will be given in this regard.
46. **OPENING OF FINANCIAL BID:** The Part II (Financial Bid) of only those tenderers who qualify the technical bid would be opened on a subsequent date, for which the intimation would be given to the qualifying tenderers.

EXPRESSION OF INTEREST

(On letter head of PSA)

Date:

To
Regional Director
Reserve Bank of India
Railhead Complex
Jammu – 180012

Dear Sir,

Re: EXPRESSION OF INTEREST for Empanelment as Private Security Agency for Providing Security Supervisors and Un-Armed Security Guards

I/We hereby offer for our Company /Firm to be empaneled as a PSA for providing Un-Armed Security Guards to be deployed at various premises of RBI, in the Municipal limits of Jammu.

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as required by the RBI, Jammu.

I/We also understand that mere filling the Application form does not automatically qualify us for being empaneled. We also agree to RBI, Jammu's right to reject any or all Applications (including ours) without assigning any reason thereof.

I/We agree to all the terms and conditions of the notice. Thanking you,

Yours faithfully,

Signature and Seal of PSA Address :

RESERVE BANK OF INDIA

Jammu

TECHNICAL BID - BASIC INFORMATION

Sl. No.	Information Required	Comments of the service providers	Page No.
1.	Name & Address of the organization (i) Address and telephone number Registered Office (ii) Address of the office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.		
2.	Type of Organization - date of Establishment. PSA should be reputed registered companies under the Company Act 1956 for providing Security guards' services and should have SECURITY word in the name of the Company Please enclose relevant documents.		
3.	Name of the PSA		
4.	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.		
5.	PSA should submit Memorandum of Association.		
6.	Presence Documents and Branch/Office at Jammu. Enclose valid PSARA license for State of J&K. (PSARA license for State of J&K is mandatory)		
7.	PSA should be continuously in business (providing Security guards) at least for 05 years as on February 29, 2024. Furnish clients list showing the details of work carried out by them during last five years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any. The agency should submit documentary evidence in support of minimum experience of five years. Copies of documentary proof such as Certificate of Incorporation, IT Returns, PAN card, etc to be attached.		
8.	The estimated cost of the contract is around Rs. 55,00,000/-. The agency is required to submit experience of having successfully completed similar works (providing security guards) during last five years ending February 29, 2024 as under		

	<p>(submit copies of work orders):</p> <p>(i) Three similar works (providing security guards) each costing not less than Rs.22,00,000/- or</p> <p>(ii) Two similar works (providing security guards) each costing not less than Rs.27,50,000/- or</p> <p>(iii) One similar work (providing security guards) costing not less than Rs.55,00,000/-</p>		
9	<p>Details of Security Personnel available in the organization for deployment (proof to be submitted- valid work orders).</p> <p>(i) Security Guards</p>		
10.	<p>Experience of existing deployment in minimum three various Govt. institution/ bodies/ establishments (including residential premises) or in five star hotels with deployment of minimum 15 Security guards each. PSA should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the PSAs to the RBI's satisfaction. Details as per Annex-I may be provided. Please enclose certificate from minimum of three clients, preferably Govt. /public sector clients availing the service.</p>		
11.	<p>Audited Balance Sheet for last 3 FY's i.e.2020-21/2021-22/2022-23.</p> <p>The average turnover of the PSAs in the last three financial years ending March 31, 2023 should not be less than Rs. Fifty-Five lacs (Rs. 55,00,000) each. Supported by audited balance sheet.</p> <p>2020-21 2021-22 2022-23</p>		
12.	<p>Name and address of the Bankers. Please enclose a certificate from bankers regarding financial standing.</p>		
13.	<p>Company PAN. A copy of Last Income Tax Clearance Certificate may be attached.</p> <p>Income Tax Return</p> <p>2020-21 2021-22 2022-23</p>		
14.	<p>PSA should have Credible Supervisory Infrastructure and network.</p>		
15.	<p>Certificate from ESI Corporation (latest), if applicable.</p>		

16.	Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest).		
17.	Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970.		
18.	Registration Certificate for Service Tax.		
19.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.		
20.	Whether the firm/company is adhering to minimum Wages Act, Other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service (Documentary evidence in support of the compliance of various provisions/acts to be submitted)		
21.	License from Police authorities under 'Private Security Agency (Regulation) Act- 2005'. PSARA-2005 License. PSARA-2005 License for State of J&K Please also clarify whether the police verification of antecedents of the staff deployed is being done or not.		
22.	PSA must have an office in Jammu, with telephone & fax and must have a 24X7 control Room (Emergency Response Room) at Jammu (Provide details)		
23.	PSA should have effective infrastructure for the training of the security guards and lady surveillance cum security guards and valid license for running the training establishment issued by PSARA controlling authority of State J&K. Training institute should have full training infrastructure including physical training. The security guards must have attained minimum prescribed training, as per PSARA-2005 Act. The license for training institute must have validity till the period of the tender. The PSA will have to enclose/submit certificate of training before deployment of the security guards/supervisors.		
24.	PSA may submit either of the certifications-ISO 9001-2015 or SA 8000 or OHSAS 45001-2018 certification.		
25.	PSA should submit solvency certificate of Rs. 55 lakh from its banker, the issued date of the solvency certificate should not be older than 01 Feb 2024.		

26.	The Bank Account (MICR Code and Account Number) where payments would be received by the Firm in respect of the Security Guards who would be employed. Also indicate whether the firm is ready to accept the payments through Electronic Clearing Service (ECS) - RTGS/ NEFT		
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Signature of the applicant (with seal)

Place:

Date:

Note: Application to be addressed to the Regional Director, Reserve Bank of India, Rail Head Complex, Jammu.

**RESERVE BANK OF INDIA
JAMMU**

PART-II

**Tender for Providing Private Security Guards at Main Office Building and Residential
Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu**

Office Name of Contractor: M/s.

Indicative Financial Bid

The rate annum at S.No. 13 are to be filled by the bidder Online on the MSTC portal Only.

KINDLY DO NOT UPLOAD THIS DOCUMENT

CALCULATION SHEET FOR REFERENCE

Sr.	Description	Rate (In INR)
1.	Basic Wages Plus VDA (Variable Dearness Allowance) (latest wages as prescribed by the Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi- Watch and Ward (without arm) for Area B) For 1 Security Guard per day	832.00
2.	Employee State Insurance Scheme (ESIS). 3.25% of (Basic + VDA)	NA for monthly wages > ₹21,000/-
3.	Employer contribution of Employee Provident Fund (EPF) including EDLI and admin charges, if any (subject to maximum ceiling of salary of Rs 15000.00 or any other amount specified by EPFO from time to time) (13% of Sr. No. 1) for 01 day	65.00
4.	Bonus @8.33% (Basic + VDA)	NA for monthly wages > ₹21,000/-
5.	Uniform Washing Allowance @3% of (Basic + VDA)	24.96
6.	Sub Total (1 to 5)	921.96
7.	Service charges/Contractor Profit (@ 15%) of pt. 06 For reference only	138.29
8.	Total Charges for 1 day (6 + 7)	1060.25
9.	Total Charges for 1 year	1060.25 x 360 = 381690.00
10.	Grand Total for 12 Security Guards (without GST)	381690.00 x 12 = 45,80,280/-

11.	Estimated cost of AMC per annum with GST @ 18% (Submit only this amount on MSTC website)	₹ 54,04,730.40 Say ₹55 Lakh
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(Tenders / Quotations with respect to salaries to be paid to personnel must be in accordance with the latest wages as prescribed by the Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi- **Watch and Ward (without arm) for Area B. Also, please refer to the latest applicable rates for EPF, EDLI, ESI and Admin. Charges. Bids having prices quoted below the minimum wages (including statutory obligations as mentioned above) are liable to be rejected.**

Note:

- a) The amount quoted should be inclusive of GST.
- b) Service Charges/Contractor Profit shall be the deciding factor subject to fulfilment of other terms and conditions. NIL Service Charges/Contractor Profit shall not be accepted.
- c) If quotations submitted by two or more firms are equal, firm having highest AVERAGE turnover of last three years would be considered as the successful bidder.

Signature of the applicant (with seal)

Place:
Date:

Annex-I**Details of Experience**

Sr.	Nature of service rendered	Name, address & of the client. (Govt./ Semi Go/ bank/ Pvt. Body)	The name, full address & Telephone no. of the officer under whom the work wascarried out.	Number of security persons deployed	Document Page No.

Signature of the Applicant
(WITH SEAL)

Please attach a certificate from minimum of three such clients as per [Annex-II](#)

CONFIDENTIAL

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF FIRM/COMPANY
Providing Security Guards**

NAME & ADDRESS OF THE
CLIENT _____

Details of Security Service availed from
M/S. _____

Sr.	Particulars	Comments	Remarks
1.	Nature of Security Service availed		
2.	Agreement No. and date		
3.	Agreement amount		
4.	Since when dealing with the firm/company.		
5.	Number of security Personnel provided		
6.	Comments regarding adherence of terms and conditions of the contract		

**Signature of the Authorized Official
(with Seal)**

Place:Date:

Performance Bank Guarantee

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

No. _____ Date _____

To:

The Regional Director

Reserve

Bank of

India,

Jammu

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR only) furnishable to you by M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **"Providing Private Security Guards at Main Office Building and Residential Premises of Reserve Bank of India, Sector-9, Trikuta Nagar, Jammu"** as per their Tender dated _____ and your Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of Rs. _____ (Rupees _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and

after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of ____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing

unconcealed and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. _____
(Rupees _____ only).
16. Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
17. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

BRANCH MANAGER

(Banker's Seal)

Address _____

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

Check list for documents submitted

Sr.	Documents
1.	Formal letter requesting empanelment in official letterhead of the applicant
2.	Duly filled in & signed Application Form
3.	Trade License/certificate of incorporation
4.	Copy of Certificate of Registration with Central Excise Department for payment of Service Tax
5.	Client's Certificates from three (03) different clients in sealed official cover of the client- Annexure- II
6.	Name & Address of the organization- <div style="margin-left: 40px;"> (i) Address and telephone number Registered Office (ii) Address of the office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number. </div>
7.	Type of Organization- date of Establishment. Please enclose relevant documents.
8.	Name of the PSA
9.	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.
10.	PSA should submit Memorandum of Association.
11.	Presence Documents and Branch/Office at Jammu. Attach relevant documents including valid PSARA license for J&K.
12.	PSA should be continuously in business (providing Security guards) at least for 05 years as on February 29, 2024. Furnish clients list showing the details of work carried out by them during last five years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any. The agency should submit documentary evidence in support of minimum experience of five years. Copies of documentary proof such as Certificate of Incorporation, IT Returns, PAN card, etc to be attached.
13.	<p>The estimated cost of the contract is around ₹55 Lacs. The agency is required to submit experience of having successfully completed similar works (providing security guards) during last five years ending February 29, 2024 as under (submit copies of work orders):</p> <p>Three similar works (providing security guards) each costing not less than Rs.22,00,000/- or Two similar works (providing security guards) each costing not less than Rs.27,50,000/- or One similar work (providing security guards) costing not less than Rs.55,00,000/-</p>
14.	<p>Details of Security Personnel available in the organization for deployment (proof to be submitted).</p> <p>(i) Security Guards (Ex-Servicemen/paramilitary)</p>
15.	Experience of existing deployment in minimum three various Govt. institution/bodies/establishments (including residential premises) or in five star hotels with deployment of minimum 15 Security guards each. PSA should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the PSAs to the RBI's satisfaction. Details as per Annex-I may be provided. Please enclose certificate from minimum of three clients, preferably Govt. / public sector clients availing the service.

16.	Audited Balance Sheet for last 3 FY's i.e. 2020-21/2021-22/2022-23 The average turnover of the PSAs in the last three financial years ending March 31, 2023 should not be less than Rs. Fifty-Five lacs (Rs. 55,00,000) each. Supported by audited balance sheet. 2020-21 2021-22 2022-23
17.	Name and address of the Bankers. Please enclose a certificate from bankers regarding financial standing.
18.	PAN information of the firm/company. A copy of Last Income Tax Clearance Certificate may be attached. Income Tax Return 2020-21 2021-22 2022-23
19.	PSA should have Credible Supervisory Infrastructure and network.
20.	Certificate from ESI Corporation, if applicable (latest).
21.	Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest).
22.	Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970.
23.	Registration Certificate for Service Tax.
24.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.
25.	Whether the firm/company is adhering to Minimum Wages Act, Other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service (Documentary evidence in support of the compliance of various provisions/acts to be submitted)

26.	License from Police authorities under 'Private Security Agency (Regulation) Act-2005'. PSARA-2005 License. PSARA-2005 License for State of J&K Please also clarify whether the police verification of antecedents of the staff deployed is being done or not.
27.	PSA must have an office in Jammu, with telephone & fax and must have a 24X7 control Room (Emergency Response Room) at Jammu (Provide details)
28.	PSA should have effective infrastructure for the training of the security guards and lady surveillance cum security guards and valid license for running the training establishment issued by PSARA controlling authority of J&K. Training institute should have full training infrastructure including physical training. The security guards must have attained minimum prescribed training, as per PSARA-2005 Act. The license for training institute must have validity till the period of the tender. The PSA will have to enclose/submit certificate of training before deployment of the security guards/supervisors.
29.	PSA may submit either of the certifications - ISO 9001-2015 or SA 8000 or OHSAS 45001-2018 certification.
30.	PSA should submit solvency certificate of Rs. 55 lakh from its banker, the issued date of the solvency certificate should not be older than February 29, 2024.
31.	The Bank Account (MICR Code and Account Number) Where Payments Would be Received by the Firm in respect of the Security Guards who would be employed. Also indicate whether the firm is ready to accept the payments through Electronic Clearing Service (ECS)-RTGS/NEFT
32.	Any other document: (i) (ii) (iii)