



भारतीय रिज़र्व बैंक
शिष्टाचार एवं सुरक्षा स्थापना, एचआरएमडी
सी.बी.डी. बेलापुर
ई-निविदा आमंत्रण सूचना (एनआईटी)
(केवल ई-खरीद के माध्यम से)

महत्वपूर्ण जानकारी एवं निविदा की अनुसूची (एसओटी)

(संदर्भ: एनआईटी संख्या- RBI/Belapur Regional Office/HRMD/2/24-25/ET/165)

कार्य का नाम:	मुख्य कार्यालय भवन, आरबीआई बेलापुर और पीडीसी खारघर, नवी मुंबई में एक्स-रे बैगेज स्कैनर में प्रशिक्षित कर्मियों सहित निहित सुरक्षा गार्डों की सेवाओं के लिए आमंत्रित ई-निविदा
ई-निविदा आमंत्रण की तिथि एवं समय	19 जुलाई 2024 को शाम 06:00 बजे से
बोली-पूर्व बैठक की तारीख और समय	29 जुलाई 2024 दोपहर 2.00 बजे बजे भारतीय रिज़र्व बैंक, सेक्टर - 10, एचएच निर्मला देवी मार्ग, सीबीडी - बेलापुर, नवी मुंबई - 400 614
ई-निविदा प्रस्तुत करने की अंतिम तिथि	09 अगस्त 2024 को दोपहर 02:00 बजे
ई-निविदा खोलने की तिथि और समय	09 अगस्त 2024 को दोपहर 03:00 बजे

ई-प्रोक्योरमेंट वेबसाइट के माध्यम से ई-निविदा आमंत्रित -

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



**RESERVE BANK OF INDIA
Protocol & Security Establishment, HRMD
CBD BELAPUR**

RBI/Belapur Regional Office/HRMD/2/24-25/ET/165

**E-Tender inviting Services of unarmed Security Guards including personnel trained
in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC
Kharghar, Navi Mumbai**

Techno Commercial Bid

**Name of Bidder:
Address:**

Last Date of Submission of e-Tender	August 09, 2024 up to 2.00 PM
Date of opening of Part – I	August 09, 2024 at 3.00 PM
Pre-Bid Meeting (offline)	July 29, 2024 at 2.00 PM



भारतीय रिजर्व बैंक
शिष्टाचार और सुरक्षा स्थापना अनुभाग, मा.सं.प्र.वि.
सी.बी.डी. बेलापुर

RBI/Belapur Regional Office/HRMD/2/24-25/ET/165

मुख्य कार्यालय भवन, आरबीआई बेलापुर और पीडीसी खारघर, नवी मुंबई में एक्स-रे बैगेज स्कैनर में प्रशिक्षित कर्मियों सहित निहत्थे सुरक्षा गार्डों की सेवाओं के लिए आमंत्रित ई-निविदा

तकनीकी वाणिज्यिक बोली

बोलीदाता का नाम:

पता:

ई-निविदा जमा करने की अंतिम तिथि	09 अगस्त 2024 दोपहर 2.00 बजे तक
भाग-I खोलने की तिथि	09 अगस्त 2024 दोपहर 3.00 बजे
बोली-पूर्व बैठक (ऑफलाइन)	29 जुलाई 2024 दोपहर 2.00 बजे

Notice Inviting e-Tender

E-Tender inviting Services of unarmed Security Guards including personnel trained in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC Kharghar, Navi Mumbai

1. Reserve Bank of India (hereinafter referred to as 'The Bank'), Protocol and Security Establishment, HRMD, RBI Belapur invites e-Tender in two parts (Part I- Technical Bid & Part II- Price Bid) from reputed Companies / Agencies/ Firms for providing Security Services **(To include unarmed guards and personnel trained in Handling X-Ray Baggage Scanners)** at Main Office Building, RBI Belapur and Primary Data Centre premises at Kharghar, Navi Mumbai. The period of contract will be from September 01, 2024 to August 31, 2025. It may be further renewed for two years up to March 31, 2027 (One year at a time) subject to satisfactory performance or other periods as the Bank may decide.

2. **E-Tendering forms** can be downloaded from the website <https://www.mstcecommerce.com/eprocn/index.jsp> and uploaded along with all the information / documents, mentioned in the Tender document. All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the Tendering process.

3. Online Tender will be available for view/download from 06:00 PM July 19, 2024. Tender in prescribed form shall be submitted in two parts, Part-I Tender will contain the Bank's standard techno-commercial conditions & Part II is for price bid. Part-II of the Tender will be without any conditions of the bidders. The Price bid along with the Tender form are to be submitted before 02.00 PM on August 09, 2024. All pages of the Tender document should be signed & stamped by the Bidder/authorized representative of the Bidder and to be uploaded. Tenders cannot be submitted after the due date and time. A pre-bid meeting for the intending bidders will be held on July 29, 2024 at 02.00 PM at Reserve Bank of India, Belapur.

Part I of the Tenders will be opened at 03:00 PM on August 09, 2024. Part II of the Tender of the eligible bidders will be opened on a subsequent date which will be intimated to the bidders in advance.

4. The work is estimated to cost **₹ 230 Lakh (Rupees Two Hundred and Thirty Lakh Only)** (including GST) for **twelve months**. The EMD **₹4,60,000 (Rupees Four Lakh Sixty Thousand Only)**, paid by NEFT, shall be submitted by 01:00 PM on August 09, 2024. Proof of payment has to be submitted along with the technical Bid.

5. After examination of the Part I and related documents, if any of the Tenderer is not found to possess the required eligibility, their Tenders will not be accepted by the Bank for further processing and their price bid will not be opened. If any Tenderer is not found to possess the required eligibility for participating in the Tendering process at any point of time and/or banker's report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-II of the Tender. The Bank is not bound to assign any reason thereof.

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

7. Any amendment(s) / corrigendum / clarifications with respect to this Tender shall be uploaded on the RBI website / MSTC portal only. The Tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

Place: _____

CGM, RBI Belapur

Date: _____

SCHEDULE OF TENDER (SOT)

E-Tender no.	RBI/Belapur Regional Office/HRMD/2/24-25/ET/165
a. Estimated cost	₹230 Lakh (Rupees Two Hundred and Thirty Lakh Only)
b. Mode of Tender	e-Tendering System (Online Part I – Technical Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocn/index.jsp)
c. Date of NIT available to parties to download	July 19, 2024 at 06:00 PM
d. Pre-Bid meeting	July 29, 2024, 02.00 PM through offline mode at Old Conference Hall, 2 nd Floor, Reserve Bank of India, Belapur. Note: The participants are advised to confirm their participation one day before on email id psebelapur@rbi.org.in .
e. i) Earnest Money Deposit (EMD) ii) Tender Fees- Nil	(i) ₹ 4,60,000(Rupees Four Lakh Sixty Thousand Only) to be remitted through NEFT only. The details of transaction have to be provided with Technical Bid.
f. Last date of submission of EMD	01:00 PM of August 09, 2024
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprochome/rbi/	06:00 PM of July 19, 2024
h. Date of closing of online e-Tender for submission of Technical Bid & Price Bid	02:00 PM of August 09, 2024
i. (i) Date & time of opening of Part-I (i.e. Technical Bid) (ii) Part-II Price Bid:	(i) 03:00 PM of August 09, 2024 (ii) Date of opening of Part II i.e. price bid shall be informed separately

Transaction Fee	Payment of transaction fees through MSTC payment gateway
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ई - निविदा आमंत्रण सूचना

मुख्य कार्यालय भवन, आरबीआई बेलापुर और पीडीसी खारघर, नवी मुंबई में एक्स-रे बैगेज स्कैनर में प्रशिक्षित कर्मियों सहित निहत्थे सुरक्षा गार्डों की सेवाओं के लिए आमंत्रित ई-निविदा

1. भारतीय रिज़र्व बैंक (इसके बाद ' बैंक' के रूप में संदर्भित), शिष्टाचार और सुरक्षा स्थापना अनुभाग, मा.सं.प्र.वि आरबीआई बेलापुर प्रतिष्ठित कंपनियों / एजेंसियों से दो भागों (भाग I- तकनीकी बोली और भाग II- मूल्य बोली) में मुख्य कार्यालय भवन, आरबीआई बेलापुर और खारघर, नवी मुंबई में स्थित प्राथमिक डेटा सेंटर परिसर में सुरक्षा सेवाएं (सशस्त्र गार्ड, निहत्थे गार्ड और एक्स-रे बैगेज स्कैनर को संभालने में प्रशिक्षित कर्मी) प्रदान करने के लिए ई-निविदा आमंत्रित करता है। अनुबंध की अवधि 1 सितम्बर 2024 से 31 अगस्त 2025 तक होगी। इसे 31 मार्च, 2027 तक दो साल के लिए संतोषजनक प्रदर्शन एवं बैंक द्वारा तय की गई अन्य मियामों पर नवीनीकृत किया जा सकता है (एक समय में एक वर्ष) ।

2. ई-टेंडरिंग फॉर्म वेबसाइट <https://www.mstcecommerce.com/eprocnrbi/> से डाउनलोड किया जा सकता है और टेंडर दस्तावेज़ में उल्लिखित सभी जानकारी/दस्तावेज़ों के साथ अपलोड किया जा सकता है। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा।

3. ऑनलाइन निविदा 19 जुलाई 2024 को शाम 06:00 बजे से देखने/डाउनलोड करने के लिए उपलब्ध होगी। निर्धारित प्रपत्र में निविदा दो भागों में प्रस्तुत की जाएगी, भाग-I निविदा में बैंक की मानक तकनीकी-वाणिज्यिक शर्तें शामिल होंगी और भाग II मूल्य बोली के लिए है। निविदा का भाग-II बोलीदाताओं की किसी भी शर्त के बिना होगा। निविदा प्रपत्र के साथ मूल्य बोली 09 अगस्त 2024 को दोपहर 02.00 बजे से पहले जमा की जानी है। निविदा दस्तावेज़ के सभी पृष्ठों पर बोलीदाता/बोलीदाता के अधिकृत प्रतिनिधि द्वारा हस्ताक्षर और मुहर लगाई जानी चाहिए और अपलोड किया जाना चाहिए। नियत तिथि एवं समय के बाद निविदाएं प्रस्तुत नहीं की जा सकेंगी। इच्छुक बोलीदाताओं के लिए बोली-पूर्व बैठक 29 जुलाई, 2024 दोपहर 2.00 बजे भारतीय रिज़र्व बैंक, बेलापुर में आयोजित की जाएगी।

निविदाओं का भाग I 09 अगस्त 2024 को अपराह्न 03:00 बजे खोला जाएगा। पात्र बोलीदाताओं की निविदा का भाग II अगली तारीख पर खोला जाएगा जिसकी सूचना बोलीदाताओं को पहले से दी जाएगी।

4. इस कार्य पर सालाना ₹ 230 लाख (₹ दो सौ तीस लाख मात्र) (जीएसटी सहित) खर्च होने का अनुमान है। एनईएफटी द्वारा भुगतान की गई ईएमडी ₹ 4,60,000 (केवल चार लाख साठ हजार) 09 अगस्त 2024 को दोपहर 01:00 बजे तक जमा की जाएगी। भुगतान का प्रमाण तकनीकी बोली के साथ जमा करना होगा।

5. भाग I और संबंधित दस्तावेजों की जांच के बाद, यदि किसी भी निविदाकर्ता के पास आवश्यक पात्रता नहीं पाई जाती है, तो उनकी निविदाएं आगे की प्रक्रिया के लिए बैंक द्वारा स्वीकार नहीं की जाएंगी और उनकी मूल्य बोली नहीं खोली जाएगी। यदि किसी भी समय किसी भी निविदाकर्ता के पास निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है और/या बैंक की रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक निविदा के भाग- II के खुलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। बैंक इसका कोई कारण बताने के लिए बाध्य नहीं है।

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

7. इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल आरबीआई वेबसाइट/एमएसटीसी पोर्टल पर अपलोड किया जाएगा। निविदाकर्ता को उपरोक्त वेबसाइट पर किसी भी संशोधन/शुद्धिपत्र/स्पष्टीकरण के लिए नियमित रूप से उपरोक्त वेबसाइट/ई-पोर्टल की जांच करनी चाहिए।

स्थान: _____

मुख्य महाप्रबंधक

दिनांक: _____

निविदा की अनुसूची (एसओटी)

ई निविदा संख्या	RBI/Belapur Regional Office/HRMD/2/24-25/ET/165
a. अनुमानित लागत	₹230 लाख (₹ दो सौ तीस लाख मात्र) (जीएसटी सहित)
b. निविदा का तरीका	ई-टेंडरिंग प्रणाली (ऑनलाइन भाग I - तकनीकी बोली और भाग II - मूल्य बोली के माध्यम से (https://www.mstcecommerce.com/eprocn/rbi/)
c. एनआईटी पार्टियों को डाउनलोड करने के लिए उपलब्ध होने की तारीख	19 जुलाई 2024 को शाम 06:00 बजे से
d. बोली-पूर्व बैठक	29 जुलाई 2024 दोपहर 2.00 बजे ऑफ़लाइन मोड के माध्यम से ओल्ड कॉन्फ्रेंस हॉल, दूसरी मंजिल, भारतीय रिज़र्व बैंक, बेलापुर। नोट: प्रतिभागियों को सलाह दी जाती है कि वे एक दिन पहले ईमेल आईडी psebelpur@rbi.org.in पर अपनी भागीदारी की पुष्टि करें।
e. i) बयाना राशि जमा (ईएमडी) ii) निविदा शुल्क- शून्य	(i) ₹ 4,60,000 (केवल चार लाख साठ हजार) एनईएफटी के माध्यम से प्रेषित किए जाएंगे। तकनीकी बोली के साथ ट्रेंज़ैक्शन का विवरण उपलब्ध कराना होगा।
f. ईएमडी जमा करने की अंतिम तिथि	09 अगस्त 2024 को दोपहर 01:00 बजे
g. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	19 जुलाई 2024 को शाम 06:00 बजे
h. तकनीकी बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	09 अगस्त 2024 को दोपहर 02:00 बजे

<p>i. (i) भाग-I खोलने की तारीख और समय (तकनीकी बोली)</p> <p>ii. (ii) भाग- II मूल्य बोली:</p>	<p>(i) 09 अगस्त 2024 को दोपहर 03:00 बजे</p> <p>(ii) भाग II अर्थात मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी</p>
<p>ट्रेंडिङ्ग शुल्क</p>	<p>एमएसटीसी भुगतान गेटवे के माध्यम से ट्रेंडिङ्ग शुल्क का भुगतान</p>

Disclaimer

Reserve Bank of India, Protocol and Security Establishment, HRMD, Belapur has prepared this Tender document to give information on the Contract to interested parties. This Tender has been issued, as per the terms and conditions set out in this Tender and any other terms and conditions related to such information.

This Tender is neither an agreement, nor invitation to perform work of any kind to any party.

The purpose of this Tender is to provide information regarding the requirements of the Bank to all interested parties for submitting their bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this Tender are required to make their own inquiries and they should not rely solely on the information in the Tender. The Bank is not responsible if no due diligence is carried out by the Respondents.

The Bank reserves the right not to proceed with this Tender, 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 Tender further with any respondent.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their bid.

Chief General Manager, RBI Belapur

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E-Tendering Procedure and Important instructions

1.	The technical/techno-commercial bid and price bid has to be submitted online at https://www.mstcecommerce.com/eprochn/rbi/
2.	<p>System Requirements:-</p> <ul style="list-style-type: none"> (i) Windows 7 or above Operating System. (ii) Signing type digital signature. (iii) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. (iv) Kindly ensure that TLS 1.2 is enabled on your Internet Explorer browser to access the website. Please check through Tools --> Internet Options --> Advanced tab on Internet Explorer browser. For better browsing of the website, please use Internet Explorer version 10 or above. (v) Signing type digital signature i.e To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied. <ul style="list-style-type: none"> <input type="checkbox"/> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. <p>Other Settings:</p> <ul style="list-style-type: none"> <input type="checkbox"/>Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. (vi) To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (vii) Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the Tendering process.
3.	<p>Registration:-</p> <ul style="list-style-type: none"> (i) The process involves vendor’s registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of techno-commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). (ii) Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU / Govt. Depts. →Click On RBI →Register as Vendor Filling up details and creating own user id and password→ Submit.

	<p>(iii) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/the Bank, (before the scheduled time of the e- Tender).</p>
<p>4.</p>	<p>Transaction Fees</p> <p>(i) The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular Tender from the event dropdown box.</p> <p>(ii) The vendor shall have the facility of making the payment either through NEFT or any other Online Payment.</p> <p>(iii) On selecting the online mode, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same.</p> <p>(iv) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking.</p> <p>(v) Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. The transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.</p> <p>NOTE – Bidder(s) are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p> <p>Information about Tenders /corrigendum uploaded shall be sent by email only during the process till finalization of Tender. Hence the vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate). Vendors are advised to see corrigendum, if any, before submitting their bids.</p> <p>E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>
<p>5.</p>	<p>Bidding in e-Tender :</p> <p>(i) Bidder(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by the Tender inviting authority.</p> <p>(ii) The process involves Electronic Bidding for submission of techno-commercial Bid.</p>

- (iii) Only, the bidder(s) who have submitted transaction fee can only submit their techno-commercial Bid through internet in MSTC website <https://www.mstcecommerce.com> → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- (iv) The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they must fill up Common terms and other specification and save the same. After that click on the techno-commercial bid. If this application is not run, then the vendor will not be able to save/submit his techno-commercial bid.
- (v) After filling the techno-commercial Bid, vendor should click 'save' to record their techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid and Price Bid has been saved, the bidder can click on the "Final submission" button to register their bid.
- (vi) Bidders are instructed to use **Attach Doc button** to upload documents. Multiple documents can be uploaded.
- (vii) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- (viii) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- (ix) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- (x) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- (xi) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- (xii) The Tender inviting authority 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.
- (xiii) No deviation of the terms and conditions of the Tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions for the Tender. The Tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reasons thereof. Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize them with the system before bidding.

	Vendors are requested to quote rates exclusive of GST for the Tender. No change in the quoted rates will be accepted.
6.	<p>Opening of Bids</p> <p>(A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p>
7.	<p>Contact Details (MSTC) for further enquiries/assistance:</p> <p>I) Shri. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile- 09987758430/ 09987758530</p> <p>II) Shri. Tanmoy Sarkar, Deputy Manager- tsarkar@mstcindia.co.in Mobile - 08349895364</p> <p>III) Ms. Archana Juneja Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698</p> <p>IV) Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 09458704037/ 022 22886268</p> <p>V) Shri. Tejas V, Executive tejasv@mstcindia.co.in Ph- 022 22822789</p> <p>MSTC support - Helpdesk No 033-22895064 / 033-40609118 / 033-22901004 / 033-40645316</p> <p>Email – helpdesk@mstcindia.co.in</p> <p>Google hangout ID- (for text chat) - mstceproc@gmail.com</p> <p>Contact Persons: RBI, HRMD, Belapur Regional Office:</p> <p>a) AMC Desk: Phone No - 022- 27523070 e-mail ID – psebelapur@rbi.org.in</p> <p>b) Manilal N K, Assistant Manager, P&SE- HRMD Phone No - 022- 27523027</p> <p>c) Sqn. Ldr. Mrigesh Chand Rajwar Assistant Manager(P&SE) Phone No - 022- 27523222</p> <p>d) Sqn. Ldr. Sunanda Mhaske, Assistant Manager (P&SE) Phone No - 022-27523120</p> <p>e) Maj. Nithin Hariram, Assistant General Manager(P&SE) Phone No - 022-27523013.</p>
8.	Bidders are requested to read the terms & conditions of this Tender before participating in the Tendering process.

9.	All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of Tender by the Bank. Hence the bidders are required to ensure that their corporate e-mail I.D. 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 DSC (Digital Signature Certificate) throughout the entire period of Tendering process.
10.	E-Tender cannot be accessed after the due date and time mentioned in NIT.
11.	<p>(i) The bid will be evaluated based on the filled-in techno-commercial formats.</p> <p>(ii) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.</p> <p>(iii) The bidders must upload all the documents required as per terms of the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>
12.	<p>(i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(ii) All entries in the Tender should be entered in online techno-commercial Formats without any ambiguity.</p>
13.	The Bank 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.

**Expression of Interest
(On letter head of the Tenderer)**

To
Chief General Manager
Reserve Bank of India
Sector 10,
CBD Belapur, Navi Mumbai
400614

Date:

E-Tender inviting Services of unarmed Security Guards including personnel trained in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC Kharghar, Navi Mumbai

Having examined and understood the specifications, requirements and terms & conditions relating to the works specified in the Tender document hereinafter set out and having visited and examined the site of the works specified therein and having acquired the requisite information relating thereto as affecting the Tender, I/We hereby offer for my/our Firm / Company / Agency to be empaneled for providing **Private Unarmed Security Guards and Personnel Trained in Handling X-Ray Baggage Scanners** at Main Office Building, RBI Belapur and Primary Data Centre premises at Kharghar, Navi Mumbai.

In the event of getting a Contract, I/We agree to honor the obligation with due diligence and efficiency as required by RBI, Belapur.

I/We also understand that mere filling of the E-Tender does not automatically qualify me/us for being empaneled. I/We also agree to RBI, Belapur's right to reject any or all Applications (including mine/ours) without assigning any reason thereof.

I/We agree to all the terms and conditions of the Tender notice.

Thanking you

Yours faithfully

Signature and Seal of the Tenderer:

Address:

Section – I

(Technical Bid)

E-Tender inviting Services of unarmed Security Guards including personnel trained in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC Kharghar, Navi Mumbai

Terms and Conditions of the Contract:

1. Reserve Bank of India, Belapur intends to empanel a reputed Firm / Company / Agency for providing **Private Unarmed Security Guards and Personnel Trained in Handling X-Ray Baggage Scanners** at RBI Belapur and Primary Data Centre premises at Kharghar, Navi Mumbai on contract basis as per laid down Contractual obligations from September 01, 2024 to August 31, 2025. However, the Contract can be further extended for a maximum period of two years, one year at a time or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to contractual obligations by the Tenderer.

2. **The estimated number of Security Guards to be deployed will be Forty-Six (46). Total number of Guards includes, one (01) Security Supervisor, three (03) Shift-in-Charges, with 42 security guards inclusive of Seven (07) lady guards and Thirty-Five (35) male guards. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the period of the Contract. The Bank reserves the right to award entire Contract to one Tenderer or separately.**

3. Eligibility Criteria:

The Tenderer should satisfy the following conditions and is requested to enclose the documents in support of the eligibility conditions in **Part-I, Technical Bid** for examining their qualification/suitability. **Part-II, Price Bid** of only those Tenderers will be opened who are found eligible after the scrutiny of **Part-I, Technical Bid**:

i. The bidder (Private Security Agency / PSA) shall be a Proprietary firm or a Partnership firm or a Limited company or a Corporate body legally constituted, who possesses the required licenses, registrations such as Private Security Agencies (Regulation) Act 2005 as per law.

- ii. The Tenderer should have applicable tax registrations PAN and GST.
- iii. The bidder should hold license under Private Security Agency Regulation Act 2005 (PSARA) valid for Maharashtra State. The license should be valid as on the date of application. Under Renewal / Under Process Applications of license will not be eligible for participating in the Tender.
- iv. Tenderer should have an annual turnover of an amount not less than **₹ 230 lakh** during three financial years i.e. 2021-22, 2022-23 and 2023-24.
- v. The Tenderer must have completed similar works in the last five years (works undertaken and completed on or before May 31, 2024 individually costing as under:
 - a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for ₹92 Lakhs each
OR
 - b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for ₹115 Lakhs each
OR
 - c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for ₹184 Lakhs.

Note: “Similar Services” means deployment of trained Unarmed Guards and Personnel Trained in Handling X-Ray Baggage Scanners to banks, Central Government Institutions, Financial Institutions & Corporate Houses, large companies, international/domestic airports, etc.

- vi. The Tenderer should be continuously in business at least for immediate last 5 years as on May 31, 2024 in the field of undertaking 'similar services.
- vii. Only those contractors will be considered eligible who will invariably furnish, at the time of applying for e-tender, the following information to satisfy the Bank about their eligibility for participating in the tendering process.

a) Composition of the firm

Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be **uploaded** along with name(s) and address (es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.

b) Work experience & Completion of similar works of specified value during the specified period

Copies of the detailed work order indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be **uploaded** in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the **Reserve Bank of India at any centre** should also be given.

c) Creditworthiness of the contractor & their Turnover during the specified period

Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be **uploaded** in proof of their creditworthiness and turnover for last three years.

d) Name(s) & address (es) of the Bankers and their present contact executives

Written information about the names and addresses of their bankers along with full details, like names postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be **uploaded**.

e) Details of bank accounts

Full particulars of their bank accounts, like account No., type, when opened, etc., should be given.

f) Name (s) & address (es) of the Clients and their present contact executives

Information about the names and addresses of their clients along with full details, like names postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be furnished.

g) Details of completed works

The Client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract (s)

and actual time taken to complete the work (s), name(s) and full contact-details of the officer / authorities / departments under whom the work (s) was / were executed should be furnished.

h) Client Certificates

The tenderers are advised to **upload** the Client Certificate from **at least two of their clients** for whom they have carried out eligible works in terms of eligibility (Pre-qualification) criteria described in this tender. The Bank shall have the right to independently verify the submitted certificates. Client Certificates shall be accepted by the applicant / tender inviting authority of Reserve Bank of India only when the same are signed by an official of the rank of Executive Engineer or equivalent in respect of a Government / Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tender for the work done by them. **The client certificate issued by the private organization shall also accompany Tax Deducted at source (TDS) certificate.** Also, the Bank shall obtain reports on the past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to **reject his offer** even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

viii. Tenderer should have existing deployment of minimum 46 Security guards each in minimum of five Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the Tenderer to RBI's satisfaction.

ix. Tenderer should have valid Certificate of Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952, and Employees' State Insurance Act, 1948.

x. Tenderer should have infrastructure for Training of the security guards as specified under PSARA, 2005. The Tenderer should have its own training institute (anywhere in India) with full training infrastructure as including physical training (parade/training ground/obstacles etc). In case the Tenderer does not have its own training institute, it should have provision for training on outsourcing basis (supported by documentary

evidence). The security guards must have attained minimum prescribed training as per PSARA, 2005 applicable to the state of Maharashtra.

xi. Tenderer should ensure that the personnel deployed for handling X-Ray Baggage Scanners are trained formally and are possessing valid certificate thereof.

xii. Tenderer should have own Office/ branch in Mumbai / Navi Mumbai Region (Documentary Evidence must be provided).

xiii. Track record:

a. Track record of Tenderer shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police / Court / Regulatory authorities against the Tenderer. (If found at any stage during the evaluation or after the award of contract that the Bidder had withheld or misrepresented facts and information in these regards, the Bid shall be rejected.)

b. The Tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

c. The Tenderer must not have been suspended / delisted / blacklisted by any organization on any grounds.

d. The Tenderer should not have rescinded/abandoned any contract awarded by his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

In case of 'Nil' information with respect to points mentioned in paragraph a, b, c & d above, a declaration to that effect to be furnished in **Annexure- I**.

xiv. Tenderer should have a current account in a scheduled bank for RTGS/ NEFT.

xv. The Security Agency should provide only those guards for whom the exemption is taken from the Govt of Maharashtra under section 23 of the Maharashtra Security Guards Act 1981 or the agency should be registered under this act.

3.1 Tenderer should upload the following documents along with Part-I, Technical Bid:

(i) Attach complete Tender documents and supporting documents duly signed and stamped. Duly filled Part I (Technical Bid).

(ii) In case of a company, the copy of certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any, and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/individuals involved therein along with the names(s) and address(s) etc are to be submitted. (Attach Power of Attorney, if required, as per **Annexure II**, duly authorizing the person on behalf of the bidder to sign the Tender related documents and also to deal with Tender related matters. Original to be submitted by the successful Tenderer to the Bank)

(iii) P.A.N. Detail (copy of PAN to be attached).

(iv) Copies of Registration for GSTIN.

(v) Audited Annual Turnover Statement, Income Tax Return/ Assessment Order for the last three Financial years ended March 31, 2024.

(vi) Audited balance sheets and Profit & Loss A/c of the vendor for the last three Financial years ended March 31, 2024.

[Note-

a. In case of non-availability of Audited Balance Sheet for the FY 2023-24, the bidder can submit GST Return for the FY 2023-24 or a provisional Balance Sheet certified by a Chartered Accountant.

b. In case, income tax returns for the FY 2023-24 is not available, income tax returns/ Assessment Order for the FY 2020-21, 2021-22 and 2022-23 can be submitted.]

(vii) Valid License under The Private Security Agencies (Regulation) Act, 2005, Maharashtra.

(ix) Bankers Solvency Certificate of value not less than ₹ 230 Lakh as per the format given in **Annexure- III**. (Date of issue of Solvency Certificate must not be earlier than March 31, 2024)

(x) Valid Certificate of registration from Employees' State Insurance Corporation (latest).

(xi) Valid Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).

(xii) Previous and present work experience details as per format given in **Annexure IV-A** and **Annexure IV-B**. Attach documentary proof such as experience certificate/work order/completion certificate in client's letter head in support of the experience.

(xiii) Performance feedback from minimum of three clients (on the letterhead of the clients), preferably Govt. / Public Sector clients presently availing the services. (Date of performance feedback should not be earlier than December 01, 2023).

(xiv) Particulars/ information of Bidders as per **Annexure V**.

(xv) Declaration as per **Annexure I**.

(xvi) Bank detail as per **Annexure VI**.

(xvii) Proof of remittance of EMD.

(xviii) Copy of ISO certificates, if any.

(xix) Documentary evidence regarding own infrastructure/tie-up for training of the security guards.

(xx) Documentary evidence regarding having own Office/ branch in Mumbai Region.

4. Important Information:

a. Pre-Bid Meeting – A Pre-bid meeting will be held at 2.00 PM on July 29, 2024 (offline) at Reserve Bank of India, Belapur Office, Sector 10, CBD Belapur to answer any queries / provide clarifications that the Bidders may have in connection with the work / Tender and to give them relevant information regarding the same. The Tenderers are expected to get all the issues/doubts clarified during this meeting.

b. Validity of the Offer - The application and rates quoted in the Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the Price Bid. The aforesaid period of three months may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during this period.

c. Contact person for communication in connection with this Tender –

a) **AMC Desk:**

Phone No - 022- 27523027

e-mail ID – psebelapur@rbi.org.in

b) Manilal N K, Assistant Manager

Phone No - 022- 27523027

c) Sqn. Ldr. Mrigesh Chand Rajwar Assistant Manager(P&SE)

Phone No - 022- 27523222

d) Sqn. Ldr. Sunanda Mhaske, Assistant Manager (P&SE)

Phone No - 022-27523120

e) Maj. Nithin Hariram, Assistant General Manager(P&SE)

Phone No - 022-27523013.

d. Earnest Money Deposit (EMD) / Bid security –

The Bidders shall deposit EMD, of **₹4,60,000 (Rupees Four Lakh Sixty Thousand Only)** by NEFT to Reserve Bank of India, Belapur Account before 01:00 PM of August 09, 2024.

The account details for NEFT transactions are as under:

Beneficiary Name	Reserve Bank of India, Belapur
IFSC	RBIS0NMPA01 (5 th and 10 th digit is zero)
Account No	186003001

Proof of remittance indicating transaction number and other details shall be uploaded along with other Tender document.

ii. No Interest on EMD shall be paid.

iii. Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion.

iii. The EMD of unsuccessful Bidders shall be discharged/ returned by the Bank after award of work to successful Bidder.

iv. The EMD of the Successful Bidder shall be returned after submission of a fresh Security Deposit/Performance Bank Guarantee by successful bidder.

v. Post payment of EMD bidders are requested to write to psebelapur@rbi.org.in with details of transaction.

e. Security Deposits/Performance Bank Guarantee - On award of contract, the successful Bidder shall deposit/ furnish an amount of 5% of value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per format given in **Annex VII**, (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of Tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till May 31, 2025 (upon renewal of the contract, otherwise it will be refunded). If the contract is renewed, fresh Bank Guarantee of 5% of the contract value should be deposited for the currency of the contract. No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Successful Bidder deposits such amounts in cash within Ten days of issue of demand notice by the Bank.

5. Instructions, other terms & conditions:

i. Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this Tender shall be uploaded on the RBI website / MSTC e-portal only. The Tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

ii. The Tender should be complete in all respects with all attachments/enclosures/annexures. Incomplete forms or without proper documentary evidence etc. (as advised) will be out-richtly and summarily rejected by the Bank.

iii. The Tenderers shall submit their technical bid as well as the price bid in prescribed format along with copies of necessary documents as indicated in the Tender document. E-Tender with all information shall be submitted on or before the prescribed time and date. **Tenderers should not submit price bid along with Part - I documents, which act may lead to disqualification of the Tender.**

iv. The Price Bid will have to be submitted in Excel Sheet after downloading it from the MSTC Portal. The Price-Bid excel sheet will be available for download only after submission of Technical Bid.

v. If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of Tender.

vi. In the first stage, the Technical Bids will be opened. The Bid of any Tenderer who has not complied with one or more of the conditions prescribed in the Eligibility Criteria will be summarily rejected. Decision in this regard will be at the sole discretion of the Bank.

vii. This Tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from this Tender-process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Contractor. Further, the Bank will not be liable for any costs incurred by the contractor in the preparation of the response to this Tender. The preparation of contractor's proposal will be made without any obligation by the Bank to acquire any of the items included in the Tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

Section II

Scope of work

The Tenderer shall have to provide round the clock security services in the premises of Reserve Bank of India, Belapur and Primary Data Centre premises at, Kharghar Navi Mumbai. The number of Security Guards/Supervisor may be increased/decreased as per the requirement of the Bank during the period of contract.

1. The broad scope of Work and Guidelines to be followed by the Security personnel will be as under:

I. GENERAL INSTRUCTIONS

- i. The Contractor shall deploy all security personnel at the Banks' premises in the manner and as per the instructions of the Bank.
- ii. The Contractor shall ensure that all security personnel are fully conversant with the premises and with the Banks' business activities and its related security requirements. Hence the staff will observe / ensure the following:

- i. **CODE OF CONDUCT.** The Contractor shall ensure that their security personnel

1. Are always smartly turned out and vigilant.
 2. Are punctual and arrive at least 15 minutes before start of their shift. Delayed arrival of the reliever shall invite penalty of Rs.500/- per delay.
 3. Take charges of their duties properly and thoroughly.
 4. Perform their duties with honesty and sincerity.
 5. Read and understand their Post and site instructions and follow the same.
 6. Extend respect to all the Officers and staff of the office.
 7. Shall not drink on duty or come drunk and report for duty.
 8. Will not gossip or chit chat while on duty.
 9. Will not leave the post unless their reliever comes.
 10. Will not sleep while on duty post.
 11. Will not read newspaper/ magazine or use mobile phones while on duty.
 12. Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to the Security Supervisor and the Bank.
 13. When in doubt, approach concerned person immediately.

14. Will take periodic rounds around the premises.
15. Will not leave the post without the knowledge of the shift-in Charge. If necessary, the needful arrangement will be made by the Supervisor.
16. Are extremely courteous with pleasant mannerism.

ii. CONFIDENTIALITY.

1. The phone number and movement plans of the Bank's Office and Officers will not be given to anyone.
2. The following information about the Bank will not be given to anyone.
 - a. Cars make, colour and number of higher officials.
 - b. Telephone no./ any other information.
 - c. Location and movement plans.
 - d. Meetings and conference schedules.
 - e. Site plan of the premises.
 - f. Travel details of the Bank Officials

iii. PERSONAL MOVEMENTS.

1. Personnel In/ Out record to be maintained manually in the register.
2. Keep record of the Sundays, holidays and late working employees.
3. Keep vehicles in and out details in the registers.
4. Contract staff / Casual labourers – Identify the person and ensure that the casual staff is wearing the I.D. cards.
5. Housekeeping movements register to be maintained.
6. Guide personnel entering the premises through the mandatory security checks like frisking, Xray Baggage Scanning etc.
7. Be polite with the visitors and ask them to sit till the concerned staff arrives.
8. Check the identity cards

iv. MATERIAL MOVEMENTS.

1. Incoming material- Check the documents carefully and arrange to receive the items by concerned staff, with the due entry.

2. Outgoing – Before sending the material, have a proper check as per the Gate Pass. Do not send out any material without seal and sign of the authorized personnel on the Gate Pass.
3. Returnable and non- returnable record of the Gate Passes has to be maintained. A periodic status report, i.e., weekly report will be generated by security and submitted to Security Officer/ Admn. Department for follow up action on items that have not returned on due date.
4. All material coming in and going out to be recorded correctly as per Challans/ Gate Passes.
5. Materials coming into the premises must be accompanied by a proper Challans/ vouchers.
6. No item will be taken out without written permission of the authorized person.

v. MAIL AND COURIER MOVEMENTS.

1. All incoming letters/ Courier/ Dak will be scanned through the Xray Baggage Scanner.
2. After scanning Couriers/ Dak shall be directed to the Courier Receipt and Despatch Section (CRDS) at the Reception of the office.

vi. PATROLLING OF PREMISES.

1. Patrolling should be done on an hourly basis once the office is closed/ between 22:00h to 06:00h.
2. Guard will keep a watch on the activities of the casual labourers/ contractors.
3. Guard on finding anything unusual / untoward should immediately inform the shift in-charge and the Security Supervisor, who in turn should give a written report to the Security Officer/ Admn. Officer.
4. The Contractor shall also ensure that patrolling is done once during each of the day shifts by the Security Supervisor and twice during the night shift by the Shift In-charge and a report of the same be submitted to the Bank, once in a Week.

vii. FRISKING / CHECKING PROCEDURES.

1. All contract staff, visitors, vendors entering the premises will be thoroughly frisked with the help of DFMD and HHDM at the time of their entry/ leaving the office. In case of any person

resisting, the same will be clearly informed to the concerned authority.

2. All the parcels, packages and baggage of Staff, Vendors, visitors and all contract staff will be subjected to Xray Baggage scanning at the time of their entry/ leaving the office.
3. All garbage being removed from the premises by the housekeeping personnel or anyone else must be thoroughly checked before they are being taken out.
4. Anything untoward found must be reported immediately.

viii. HANDING OVER AND TAKING OVER.

1. Guard will go through the log and entries of previous shift and discuss the progress plan with the reliever.
2. Both the security guards / Supervisors will check the entire building thoroughly.
3. Reliever guard should check all the documents, which are related to security before taking over charge.
4. They should check all the systems which are in the facility / under security.
5. Duty Log register to be maintained.
6. Reliever guard should check previous shift guard before taking over charge.
7. Equipment and other control items register will be maintained and the items should be thoroughly checked before taking charge.

II. WORK TO BE PERFORMED BY SECURITY SUPERVISOR:

- i. The Security Supervisor will be accountable for all functions of his security guards & personnel during all shifts. He will monitor shift wise security deployment and brief all the manpower deployed of their post duties and issue any specific instructions for the day for the concerned posts as applicable.
- ii. He will be responsible for the duties performed by security guards & personnel and maintain the records thereof both at Belapur and PDC Kharghar. He will ensure / check the turn out of the manpower.
- iii. He will give daily report to the Security Officer of the Bank.
- iv. He will ensure through Guards deployed at the Gates and other access points, that all entry and exit movements of Men, Material and Vehicles are authorized.
- v. During his duty he will monitor the checking of all outgoing / incoming workmen, contract labour, Contractors and Vendors. During his checking rounds he must try and gather information of any abnormal activity in his area of responsibilities, which if observed, he should first take corrective / preventive action and simultaneously keep the Security Officer informed about it.

- vi. Ensure upkeep and highest standard of housekeeping at all the duty posts and functioning of all security gadgets and apparatus deployed for routine work.
- vii. He shall maintain liaison with Local police and Security Officer and be updated always on any changes taking place and inform the same to his security guards.
- viii. He will follow the laid down procedure in case of Visitors. He will maintain a decent behaviour with anyone coming in or going out and ensure that the Security Guards also maintain the same.
- ix. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.
- x. He shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the Office premises and he will always be ready to assist with his available manpower, in case of any accident or Fire Emergency. He shall impart regular training to Security Guards on Fire safety.
- xi. He should conduct Surprise Check on a regular basis to ensure the effective functioning of the security guards.
- xii. The Supervisor will maintain shift documents as per laid down formats, meet the Visitors and guide them respectfully to the place they are supposed to go after completing Gate formalities for Visitors.
- xiii. He will also compulsorily move on all posts to check and ensure effective discharge of duties by the deployed guards and brief wherever felt necessary. In doing so he will make the Main Gate Guard responsible to take care of the Gate activities during his absence.
- xiv. He will ensure all phone calls are received promptly and where required the concerned message is noted down and passed on to the relevant persons / officials immediately.
- xv. He shall check lights, fittings etc. during rounds besides alertness of security guards.
- xvi. He will move on to the posts more frequently but at varied timings to maintain surprise element for effective checking.
- xvii. He will brief the security guards of all works / duties performed and pending works, if any.
- xviii. Maintain all registers and documentation regarding the equipment and control items.
- xix. Any other security duties assigned by the Bank.

III. WORK TO BE PERFORMED BY THE SECURITY GUARDS & SHIFT-IN-CHARGES:

- i. Behavioral Standards. To be competent, the Guard deployed on the job must be alert and vigilant, well-groomed and courteous, communicate politely and firmly and be safety conscious.
- ii. Conform to the organization's standards of grooming and behavior. To be competent, the guard should maintain good health, personal hygiene & sanitation, comply with organization's standards of grooming and personal behavior and stay free from intoxicants (alcohol, tobacco and drugs).
- iii. Carry out assigned security duties in line with procedures and instructions
- iv. Guarding and patrolling duties at Bank's Office premises at Belapur and at PDC Kharghar and to prevent unauthorized entry.
- v. To maintain a close vigil on encroachments, if any.
- vi. Switching on/off of all common area lighting.
- vii. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's Office premises.
- viii. Respond and report about risks and threats
- ix. Respond and report about hazards and emergencies
- x. Assist police and other law enforcement organizations, if required
- xi. Other miscellaneous security duties assigned by the Bank.
- xii. The senior-most guard identified in each shift will act as Shift-in-Charge & will report any incident and other special information to the Security Supervisor on an '**as and when required**' basis.

IV. WORK TO BE PERFORMED BY SECURITY GUARD OPERATING XRAY BAGGAGE SCANNER:

- i. Perform correct start-up test procedures for the X-ray equipment at screening point start-up times.
- ii. Maintain standards of screening.
- iii. Interpret the X-ray images produced by the X-ray equipment.
- iv. Use all main image evaluation functions of the X-ray equipment, including brightness & contrast, inverse image displays, organic stripping, inorganic stripping and zoom functions, etc
- v. Visually scan for objects as efficiently as possible to keep the flow of baggage at an acceptable level and make a decision about each bag even during high workload environment.
- vi. Select bags that might contain a prohibited article (or any item that cannot be positively identified) for further processing by manual/ hand search.

- vii. Pinpoint the shape, size, and location of potential concealed threats. Show the guard searching the suspicious item on the X-ray monitor to help him/her in the search of the baggage.

V. EXPERIENCE / QUALIFICATION CRITERIA FOR SECURITY SUPERVISOR, SHIFT IN CHARGES AND SECURITY GUARDS TO BE DEPLOYED:

- i. All personnel deployed should preferably be ex-servicemen/ex-paramilitary personnel.
- ii. **Security Supervisor** should be an ex-serviceman and preferably below the age of 55, in the rank of JCO/NCO (equivalent in Air force/Navy/Paramilitary).
- iii. Manpower deployed should not possess any adverse medical conditions i.e., he/ she should be physically fit in all the aspects.
- iv. The manpower deployed by the Tenderer during the period of the Contract shall not simultaneously work in any other organization or shall not be deployed by the Tenderer at any other organization. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the Tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the Tenderer. Bank shall have the right to ask for a suitable replacement in such a case.
- v. The manpower deployed should preferably be between 21 and 45 years of age and able bodied and trained persons with good health and clean service record.
- vi. Security guards, Shift-in-Charges and security supervisor should desirably be minimum 10th standard pass and should have good working knowledge of Hindi.
- vii. Guards deployed for operating the X-ray Baggage scanner should have proper training on the XBIS Machine and should have a minimum one-year experience of operating the same. **Credentials to the same to be submitted by the Tenderer.**

VI. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF SECURITY STAFF

The Tentative requirements of SECURITY STAFF (UN-ARMED) shall be as under:

Sr. No.	Location	Security Personnel Deployed				
		Security Supervisor	Shift In charge	Security Guard	Lady Guard	Total

1	PDC, Kharghar					
2	Main Office Building, RBI Belapur	01	03	35	07	46

*The indicative manpower deployment includes OFF relievers, and this shall be taken into consideration while bidding.

Section III

General Instructions of the Tender – Terms and Conditions of the contract

1. **Submission and opening of Tender:** The e-Tender shall be submitted in two parts viz; Part - I, containing details of eligibility criteria and techno-commercial details of the offer and Part - II containing the Price (Financial) bid. The Part - II – Financial/Price Bid - of those bidders, who qualify the eligibility criteria as specified at Section - I of the Tender, will only be considered for opening. Decision in this regard will be at the sole discretion of the Bank. Date of opening of Part - II shall be intimated to the eligible bidders.

2. The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

3. **Quoting of Price - Bid and Evaluation:** Price bid shall be quoted only online separately in Excel Sheet after downloading it from the MSTC Portal. Bidders should not submit price bid along with Part - I documents, which act may lead to disqualification of the Tender. The bidder shall quote prices exclusive of GST. GST on the total amount will be calculated automatically. Selected bidder can claim applicable GST on the respective cases quoted by him / her in their monthly invoice for payment which shall be paid by the Bank.

Miscellaneous Charge – Bidder shall quote service charges responsibly considering the provision of proper uniform and other necessary gear items as deemed feasible by the security officer.

In monthly bill, the Miscellaneous charge rate will be fixed.

The price - bid of the Tender shall be evaluated based on the 'Total Cost of work' quoted by the bidder (Total Manpower charges (inclusive of contractor profit) + Miscellaneous charges). The bidder who quotes the least Total Cost of work shall be treated as the Lowest (L1) bidder and he shall be awarded the work.

Further, in case the lowest Tendered amount of two or more bidders is same (more than one bidder quoted lowest rate), then such lowest bidders will be assigned marks, out of total 150 marks, as per the following criteria:

S.No.	Evaluation Parameter	Marks
1.	Number of years in security services business	Maximum 20 Marks
	a) Up to 5 years	10 Marks
	b) More than 5 years and up to 10 years	15 Marks
	c) More than 10 years	20 Marks
2.	Nos. of Ex-Servicemen/ Trained person employed as security guards at present on the pay-roll of the agency	Maximum 20 Marks
	a) Up to 500	07 Marks
	b) More than 500 and up to 1000	10 Marks
	c) More than 1000 and up to 5000	15 Marks
	d) More than 5000	20 Marks
3.	Percentage of trained female person employed as security guards at present to the total number of trained security guards, on the pay roll of the agency	Maximum 20 Marks
	a) Up to 5%	05 Marks
	b) More than 5% and up to 10%	15 Marks
	c) More than 10%	20 Marks
4.	Turnover (Last Financial Year i.e. 2023-24)	Maximum 20 Marks
	a) Up to 2 Crores	10 Marks
	b) More than 2 Crores and up to 5 Crore	15 Marks
	c) More than 5 Crores	20 Marks
5.	Average Turnover for the last 3 Financial Year (i.e. FY 2023-24, 2022-23, 2021-22)	Maximum 20 Marks
	a) Up to 2 Crores	10 Marks
	b) More than 2 Crores and up to 5 Crore	15 Marks
	c) More than 5 Crores	20 Marks
6.	Empaneled/Services rendered with (at present)	Maximum 20 Marks
	a) Any offices of Reserve Bank of India	20 Marks
	b) Any Central Government Organization	15 Marks

	c) State Government Organizations / Public Sector Banks/Companies/PSU's/others	10 Marks
7.	Training Infrastructure for security guards	Maximum 20 Marks
	a) Own Security Education and Training Institute	20 Marks
	b) MOU with other institutes/training establishment	10 Marks
8.	Quality Related Marks	Maximum 10 Marks
	a) ISO (Less than 5 years)	05 Marks
	b) ISO (More than 5 years)	10 Marks

The Bank reserve the rights to call for additional documents in support of the above-mentioned parameters.

L 1 bidder with highest marks shall be awarded the contract.

4. Signing of Agreement: The successful Tenderer shall execute an Agreement, at its own expenses, on a non-judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, on receipt of intimation from the Bank of the acceptance of his Tender. The original shall be retained by the Bank and duplicate by the Contractor.

The General and Special conditions and instructions to the Tenderers, the scope and nature of work, Annexure – I to VIII enclosed to this Tender, the subsequent correspondence exchanged between the Bank and the bidder and the work order placed shall be the basis of the final Contract and shall form part and parcel of the agreement to be entered into with the successful Tenderer.

5. No Commitment to Accept Lowest or any Tender: The Bank does not bind itself to accept the lowest or any Tender and reserves the right to accept or reject any or all the Tenders, either in whole or in part, without assigning any reasons for doing so.

6. The Contractor shall not sublet / assign the Contract to any agency. The Contractor shall not sublet any portion of the Contract except with the written consent from the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon, the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

7. Security Deposits/Performance Bank Guarantee - On award of contract, the successful Bidder shall deposit/ furnish an amount of 5% of value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per format given in **Annex VII**, (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of Tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till May 31, 2025 (upon renewal of the contract, otherwise it will be refunded). If the contract is renewed, fresh Bank Guarantee of 5% of the contract value should be deposited for the currency of the contract. No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Successful Bidder deposits such amounts in cash within Ten days of issue of demand notice by the Bank.

8. Terms of Payment:

(i) Minimum wages and / or Variable Dearness Allowance / Pay Structure of Security Supervisor / Shift-in-Charges / private security guards will be as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time as applicable for the category 'WATCH AND WARD (without arms)' for 'Area A'.

Also, the quoted miscellaneous charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. In case, whenever there is increase in minimum wages notified by Government of India, the firm shall pay the wages in addition to the existing wages for the Tenure of the contract. However, upward revision in minimum wages during the contract period, if any, shall be taken into consideration by the firm and may be given effect from the same month. The successful tenderer will be bound to pay the statutory Govt. **minimum wages** to the workforce employed by him/them, therefore, rate should be quoted keeping this in mind, in absence of which the Tender of the firm concerned will be rejected.

(ii) Revised Minimum Wages:

a) Any future increase or decrease in these statutory rates like, VDA, EPF ESI, Bonus, HRA etc. will be paid by the Contractor to the contract labour in time without any default.

b) No revision in this regard will be undertaken by the Bank during the contract period. The bidders may, therefore, take this into consideration while quoting the rate.

(iii) The Tenderer shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this Tender. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

(iv) The Tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the Tenderer and submitted to the Bank shall be made by the Bank after the end of every calendar month. The Tenderer must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement, ESI, PF contribution etc. regarding payment made to its manpower, failing which the bill may not be paid.

(v) The Contractor shall comply with all statutory requirements in respect of payment of at least Minimum Wages, Insurance, PF, ESI, Bonus, etc. The Contractor shall furnish the proof of having paid the wages/ statutory requirements to the staff engaged by him.

(vi) The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the Tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the Tenderer.

(vii) In the event of termination of the contract for any reason whatsoever, the Tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(viii) The payment of the bill to the Tenderer will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest

and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract.

(ix) The Contractor shall be liable for the payment of wages to the staff deployed at the Bank as per the notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment, GoI and all other dues to the staff deployed which they are entitled to receive under the various labour laws and other statutory provisions. The Contractor shall maintain proper records of the payment of wages, etc., to the persons so deployed at the Bank and shall on demand furnish copies of wage register / muster roll, etc., to the Bank for having paid all the dues to the persons deployed by him for the work under the Contract. 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 the Bank as per the provisions of the 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 regarding payment of wages, wage period deductions from wages, maintenance of wages book, wage slip, publications of scale of wages and terms of employment and submission of periodical returns. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, towards profit margin etc. **Further, there shall not be any hidden charges in the wages, being paid to the staff deployed at the Bank.**

(x) If any person deployed (Security Guards and Supervisor) does not come under the purview of ESI, in such cases, the Tenderer shall at his own expenses effect and maintain, in the joint names of the Employer and the Tenderer an insurance policy under Workmen's Compensation Act, 1923 against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within one month from the date of deployment of manpower.

9. Compliance with law:

i. The Contractor shall obtain the requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time issued by the concerned Labour Department of the Government, as applicable, for running the establishment. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor. It shall be the responsibility of the Contractor for furnishing necessary Statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

ii. The contractor shall obtain licence, if any, required under the local or central laws for providing trained security personnel to the Bank. The Bank is not responsible for obtaining of any license and permission from any authority of the State Government or Central Government.

iii. Tenderer should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The payment of Bonus Act, 1965; The Contract Labour (Regulation and Abolition) Act, 1970; Private Security Agencies (Regulation) Act, 2005, Workmen's Compensation Act, 1923 and other acts as applicable from time to time. In the event of any liability arising on account of any breach or non-compliance with Statutory requirements by the Tenderer, the Bank will have the right to reimburse itself by way of adjustment from the Tenderer's pending bills, Security Deposit or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same. The contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement.

10. Penalty and Liquidated Damages:

i. The Bank would impose a penalty of Minimum Wage per day plus ₹ 500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.

ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful Tenderer 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 up to 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful Tenderer can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

iii. In addition to the above, in case of any breach of terms & conditions of the contract, the bank may impose appropriate penalty, at its discretion, on the successful Tenderer.

11. The contractor shall ensure that the instructions / directions issued by Central and State Governments and also the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. The Contractor must deploy

their staff in such manner that they are in proximity to the Bank and can attend to duties on their own, even in emergency situations like Covid and no staff from containment area or under quarantine should be deployed for work. Further, the Contractor shall closely monitor the staff deployed at the Bank and in case of any of his / her staff / family member of staff is found to be 'Covid' or such other communicable infection affected, action may be taken to replace the staff at once. The Contractor's staff should be sensitized to follow strict social distancing norms while they remain deployed. The Contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the Contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his / her failure, fault or negligence in complying with the above instructions. Any specific medical / insurance or other requirements arising out of such emergencies must be met by the Contractor.

12. Uniform and Other Facilities:

- i. It shall be the responsibility of the successful Tenderer to provide three complete sets of uniform (for summer and winter), including safety boots, one set of raincoat, per year, along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the security personnel in the Bank's Premises or elsewhere.
- iii. The Tenderer shall be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.
- iv. The Tenderer will have to provide a mobile phone to the security supervisor.

13. Reporting:

- i. The Tenderer will introduce its manpower to Officer-In-charge/ declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the Tenderer shall furnish the complete particulars / bio-data of security personnel with passport size color photo, before deployment.
- ii. The Bank reserves the right to advise the Tenderer to remove any guard found not discharging his duties satisfactorily or of doubtful character and the Tenderer will immediately remove such person / persons and provide replacement.

iii. The duty points and retention of security guards deployed by the Tenderer will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the Tenderer will have to abide by such direction.

iv. In case of any pilferage, damage or theft, the Tenderer or its 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.

v. It may be distinctly understood that there shall not be any absenteeism by the Security Guards. In case of absenteeism, if any, replacement guard will have to be provided by the Tenderer. The replacement guard should be able to join his duty within two hours, failure to do so would render the Tenderer liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the Tenderer. Such replacement guard shall also be subject to meeting the required standards.

14. Termination of the Contract:

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

a. in the opinion of the Bank (which shall not be called in question by the Tenderer and shall be binding on the Tenderer) the Tenderer fails or refuses to implement this agreement to the Bank's satisfaction and/or

b. the Tenderer commits a breach of any terms and conditions of this agreement and/or

c. the Tenderer is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Tenderer and/or

d. for any reason whatsoever, the Tenderer becomes disentitled in law to perform his obligations under this agreement and/or

e. there is any variation in the ownership/partnership of the management of the Tenderer or its business without the prior approval in writing of the Bank of such variation.

ii. In case, the Tenderer wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

15. Settlement of Disputes by Arbitration:

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding,

the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.

16. Indemnity Clause:

i. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the staff deployed by him / her. In case, any staff of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to settle / contest the same. In case, the Bank is made party and is supposed to contest the case, the Bank will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the Bank on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the Bank, the Reserve Bank of India, its Directors, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

17. The Contractor shall further keep the Bank indemnified against any loss to the property and assets of the Bank. The Bank shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

18. Non-Disclosure Clause:

i. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his / her 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 the 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 Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of

Contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

ii. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

19. Prevention of Sexual Harassment of Women at Workplace:

i. The Contractor / Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its staff / employee/s within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency or the Local Complaints Committee, as applicable and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.

ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the staff/employee/s of the Contractor, for instance, any monetary relief to the Bank's employee or other firm's employee, if sexual violence by the employee of the Contractor is proved.

iv. The Contractor shall be responsible for educating its staff / employees about the prevention of sexual harassment at work place and related issues.

20. Force Majeure:

The Bidder / Successful Bidder shall not be liable for forfeiture of its EMD / Security Deposit (Bank Guarantee) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the Contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder / Successful Bidder and not involving the Bidder's / Successful Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, etc. The Bank will decide whether delay or failure on the part of the

Bidder / Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder / Successful Bidder and will not be open to question before any Court / forum in any proceedings.

21. The Tenderer shall undertake to provide trained security personnel in three shifts, consisting of eight hours each. Security Supervisor shall work only in one shift. The Tenderer shall provide 24 hours continuous security by constantly changing the personnel on rotation basis so that each person deployed by it does not work for more than 8 hours in a particular shift. If it is found that the same person is working in more than one shift on any particular day, salary for the extra shift will not be given.

22. The Tenderer shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

23. The Tenderer shall comply with the Workmen's Compensation Act, 1923, wherever applicable. The Tenderer shall indemnify the Bank, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act, 1923 or any other statute in force during the period of this contract or at common law in respect of any employee of the Tenderer and shall at his own expenses effect and maintain, in the joint names of the Employer and the Tenderer an insurance policy against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within one month from the date of deployment of manpower.

24. The authorized person of the Tenderer, other than the Security Supervisor, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

25. The Tenderer shall ensure that no employee of the Tenderer will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling contractual obligations.

26. The Tenderer shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.

27. The Tenderer shall, at its own expenses, get the manpower deployed by it medically and clinically examined within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the Tenderer.

28. The Tenderer shall ensure that the manpower deployed, 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 Tenderer and /or the manpower deployed have observed the same.

29. The Tenderer shall give weekly off to the security personnel and shall provide a reliever in their place. The authorized person of the Tenderer is required to conduct surprise check frequently at least twice a week during late hours to see himself that the security guards are discharging the duties faithfully and properly and also submit his report to the official identified by the Bank. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per security guard. The Tenderer shall be liable to pay applicable overtime allowance, if any, and no claim will be entertained by the Bank in this regard.

30. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the Tenderer shall alone be liable to pay such damages or compensation to the persons deployed.

32. After deployment, the security guards should be deputed for refresher trainings periodically.

33. Tenderer should have Credible Supervisory Infrastructure and network. (Organization level like-Branch head-Security Officers-Field Officers-Security supervisor etc).

34. The Tenderer will have to enclose/submit certificate of training before deployment of the security guards/supervisor.

35. Renewal of Contract:

(i) The Tenure of contract may be extended for further period on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, subject to satisfactory performance / service rendered by the contractor. Increase in wages to Security Supervisor / Security Guards as per wages declared by Gol, Ministry of labour during the Tenure of the contract shall be duly honored by the Bank so as to ensure

contractor's obligation of payment of at least minimum wages to staff deployed to the Bank. However, this shall be only to the extent of meeting the payment of at least minimum wages to the Security Supervisor / Security Guards deployed at the Bank. If the wages already being paid is sufficient to meet the enhanced minimum wages requirement, no further increase will be affected in respect of payments to Security Supervisor / Security Guards deployed.

The new contract amount post renewal will be arrived based on the following formula:

$$NCA=CCA + ((MW_C-MW_P) / MW_P) \times CCA$$

CCA: Current Contract Amount

NCA: New Contract Amount

MW_C - Minimum Wages for required number of workers at commencement date of contract for the current year

MW_P - Minimum Wages for required number of workers at the commencement date of contract for the previous year.

(ii) **Reliever** – The Tenderer shall take into consideration the requirement of posting of reliever and payment thereof while quoting the rates. No extra amount will be paid for posting of reliever or extra hours of work performed i.e. the amount quoted shall be inclusive of reliever charges, besides the rate for deployment of regular Security Supervisor / Security Guards.

(iii) The successful vendor shall execute an agreement, as per draft Agreement in **Annexure VIII**, with the Bank on stamped paper within one month of receipt of intimation of their empanelment by the Bank. However, the issue of letter of acceptance by the Bank shall be considered as binding Contract, as though such an agreement has been executed and all the terms and conditions shall apply. The period of first contract will be from September 01, 2024 to August 31, 2025.



RESERVE BANK OF INDIA
Protocol & Security Establishment, HRMD
BELAPUR

RBI/Belapur Regional Office/HRMD/ /24-25/ET/----

E-Tender inviting Services of unarmed Security Guards including personnel trained in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC Kharghar, Navi Mumbai

PART-II

Price Bid

Name of Tender: _____

Address: _____

Landline/Mobile Number: _____

Last Date for submission: 02:00 PM of August 09, 2024

PART-II

Preamble for Price Bid

1. The Tenderer shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates.

i) Minimum Wages:

The Price quoted in respect of wages to Security Supervisor / Shift-in-Charges / private security guards will be as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time as applicable for the category 'WATCH AND WARD (without arms)' for 'Area A' for all the components except the Service Charges (Agency Charges) element. Also, the quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. In case, whenever there is increase in minimum wages notified by Government of India, the firm shall pay the wages in addition to the existing wages for the Tenure of the contract. However, upward revision in minimum wages during the contract period, if any, shall be taken into consideration by the firm and may be given effect from the same month. The successful tenderer will be bound to pay the statutory Govt. **minimum wages** to the workforce employed by him/them, therefore, rate should be quoted keeping this in mind, in absence of which the Tender of the firm concerned will be rejected.

(ii) Revision of Minimum Wages:

a) Any future increase or decrease in these statutory rates like, VDA, EPF ESI, Bonus, HRA etc. will be paid by the Contractor to the contract labour in time without any default.

b) No revision in this regard will be undertaken by the Bank during the contract period. The bidders may, therefore, take this into consideration while quoting the rate.

2. Tenderers should note that profit can be retained by them and all other elements are to be passed on to respective authorities/manpower deployed. Copy of proof of payments of statutory dues and payments to manpower deployed in their respective bank accounts is to be submitted along with subsequent month's bill.

3. In monthly bill, the miscellaneous charge will be fixed.

The Miscellaneous Charge and 'Total cost of work' are to be quoted upto two decimal points only.

4. The Tenderer is required to mandatorily quote for all the categories of Security Personnel included in the price bid. Any bid which has not quoted charges for all the categories of Security Personnel combined shall be liable to be rejected.

5. L1 shall be decided on the basis of 'Total Cost of work' as quoted above by the Tenderer. Further, in case the lowest Tendered amount of two or more bidders is same (more than one bidder quoted lowest rate), then the work will be awarded as per the instruction of paragraph 3 of Section III of the Tender document.

6. GST, as applicable, shall be reimbursed on actual production of documentary evidence along with the monthly bill. **All rates are to be quoted in Price bid exclusive of GST and** the final amount will be auto calculated.

Price Bid

(This is for illustrative purpose only and the Price Bid should not be submitted with Part-I Technical Bid. It should be submitted in **Excel format** in the MSTC Online Portal under section – Price Bid.)

Name of the Firm / Company / Agency (With full address and Tel. No.) –

Total Amount of Charges for all categories of Manpower deployed

Description of work/duty	Total Amount per Month (in ₹)
A. Charges for the services of providing manpower as mentioned in scope of work (Total 46 personnel including Security Supervisor (01), Shift In-charge (03), Male Security Guards (35), Lady Security Guards (07)). The rates quoted shall be inclusive of all statutory charges i.e. ESIC/Workman Compensation Policy, EPF, Bonus, Relieving Charges etc and shall be in accordance with the Minimum Wages act. Quote shall also be inclusive of contractor profit.	(A) (excluding GST)
B. Miscellaneous Charge	(B)
Total Charges for Twelve Months	(C) = (A) + (B)
GST @ 18% on Total Charges for Twelve Months	(D) = 18% of (C)
Total Contract Value for Twelve Months (in ₹) for arriving at L1	(E) = (C) + (D)

(Signature of Tenderer)

Name and Address with seal

ANNEXURE – I

Declaration

Name of firm/company:

I/We solemnly hereby declare that:

- a) The firm/company is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the bidder.

- b) The firm/company has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

- c) The firm/company has not been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College, on any grounds.

- d) The firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company shall give details of all disputes it had with its clients and furnish the status thereof.

Signature and Name of the authorized person of the firm/bidder with office seal

ANNEXURE – II

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To
Chief General Manager
Reserve Bank of India
Sector - 10
Belapur
Navi Mumbai - 400614

NAME OF WORK: E-Tender inviting Services of unarmed Security Guards including personnel trained in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC Kharghar, Navi Mumbai

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

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

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized. Power of Attorney furnished by Contractor shall be irrevocable.

ANNEXURE – III

FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s _____, having address as reproduced below, a customer of our bank, are / is respectable and can be treated as good for any engagement up to a limit of ₹..... (Rupees). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the bank

Note:

Bankers' certificates should be on the letter head of the bank, sealed in a cover addressed to **Chief General Manager, Reserve Bank of India, Sector – 10, Belapur , Navi Mumbai - 400614**

(Signature)
For the bank

ANNEXURE – IV- A

DETAILS OF PREVIOUS EXPERIENCE

S.N.	Duration of Contract	Nature of services rendered	Contract / Agreement Amount	Name, full address of firm and phone no. of the Office under whom the work was carried out	Number of persons deployed	
					Ex-Servicemen/ Trained person	Untrained Person

Signature of the applicant with Seal

ANNEXURE – IV-B

DETAILS OF WORKS PRESENTLY BEING EXECUTED BY THE BIDDER

S.N.	Duration of Contract	Nature of services rendered	Contract / Agreement Amount	Name, full address of firm and phone no. of the Office under whom the work was carried out	Number of persons deployed	
					Ex-Servicemen/ Trained person	Untrained Person
					Male- Female-	
					Male- Female-	
					Male- Female-	
					Male- Female-	

Signature of the applicant with Seal

ANNEXURE – V

Part I- Technical Bid Particulars/ information of Bidders

Sr.	Information Required	Submitted (Yes/No)	Comments of the Tenderer
1.	Name of the Company / Firm / Agency		
2.	<p>i. Address and telephone number of Registered Office</p> <p>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.</p>		
3.	Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act, 1956) (Please enclose relevant documents.)		
4.	Name/s of the Proprietor /Partners /Directors of the Organization		
5.	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship)		
6.	The Tenderer must have an Office in Mumbai / Navi Mumbai Region. Provide details of the same. (attach documentary evidence)		
7.	Work experience–Details of work experience (details as per Annexure IV-A and Annexure IV-B to be submitted) as per the requirement in the eligibility criteria supported by work orders, documents/certificates. The details along with documentary evidence of previous experience, if any, of providing Security services for the Reserve Bank of India at any centre or Public Sector Banks/ Central Govt. Financial		

	Institutions/ Corporate houses should also be given.		
8.	The Tenderer should be continuously in business at least for immediate last 5 years as on May 31, 2024. (Attach documentary proof such as Work Order/Completion Certificate etc.)		
9.	Existing deployment (in minimum five Govt. institutions / bodies / establishments including residential premises) or institute of repute with deployment of minimum 10 Security guards each.		
10.	Creditworthiness of the Agency and their turn-over during the specified period (year-wise). Copies of the Audited Annual Turnover Statement, Income Tax Return/ Assessment Order, audited balance sheets and Profit & Loss A/c of the vendor for the last three Financial years ended March 31, 2024.		
<p>a. In case of non-availability of Audited Balance Sheet for the FY 2023-24, the bidder can submit GST Return for the FY 2022-23 or a provisional Balance Sheet certified by a Chartered Accountant.</p> <p>b. In case, income tax returns for the FY 2023-24 is not available, income tax returns/ Assessment Order for the FY 2020-21, 2021-22 and 2023-24 can be submitted.]</p>			
11.	Whether the firm/company/agency is adhering to the Minimum Wages Act, other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of trained security personnel (Security Supervisor / Security Guards).		
12.	Whether the firm/company/agency is registered with the PF, ESIC and registration is currently valid.		
13.	Whether the Tenderer has Valid License under Private Security Agencies		

	(Regulation) Act, 2005 for the State of Maharashtra (documentary proof to be enclosed)		
14	Whether the personnel to be deployed for X-Ray baggage scanning are trained and have sufficient experience for the purpose. (documentary proof / Declaration by the Bidder to be enclosed)		
15	The Tenderer should have infrastructure for the Training of the security guards. (i) Own Arrangement or (ii) Arrangement with other Institutes. (attach documentary evidence)		
16	Indicate if involved in any litigation or any civil suits pending relating to the service provided. (Attach a separate sheet if required)		
17	The Tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than January 1, 2024)		
18	Registration Nos. under various Statutory Acts viz. GST, EPF, ESI, Labour License, PAN (copy of registration certificate to be enclosed)		
19	GST		
20	EPF		
21	ESI		
22	Labour License		
23	PAN		
24	The Tenderer should furnish minimum three Reference Sites and on request by the RBI, the Referees should testify		

	about the performance of the Tenderer to the RBI's satisfaction. Please enclose performance feedback from minimum of three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than October 01, 2023)		
25	The Bank Account details (Account Number and IFSC Code etc) for payment through RTGS/ NEFT. (As per Annexure VI)		
26	ISO Certification Details (if any)		
27	Declaration as per Annexure I		
28	Proof of remittance of EMD		Mention details like amount, UTR No., Date of Issue, Name of the Issuing Bank

Note: Part- I Technical (Particulars/ information of Bidders) (ANNEXURE-V) must be duly filled, signed, scanned and uploaded along with all the relevant documents in MSTC portal during submission of Technical bid.

DECLARATION:

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false I/We may be debarred from the Tender process/being given the contract.
2. I/We agree to abide by the Terms and Conditions stipulated by the Bank.
3. I/We understand that the Bank reserves the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefor.

Dated: _____

Signature

Name and seal of the TENDERER

ANNEXURE – VI

Bank details of Bidder

Name of the Bidder:

Address (in full):

1	Name of the Account Holder (as appearing in the Bank Account)	
2	Account Number	
3	Type of Account (Savings, Current etc.)	
4	PAN Number	
5	Name of the bank	
6	Name of the Branch	
7	Address of the bank	
8	IFSC Code	

Note: Enclose copy of cancelled cheque.

Signature and Name of the authorized person of the firm/bidder with office seal

ANNEXURE – VII
Proforma of Bank Guarantee for Security Deposit

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

To
The Chief General Manager
Reserve Bank of India
Sector - 10
Belapur
Navi Mumbai - 400614

Date:
Place

Madam,

Bank Guarantee for performance security deposit – Contract for deployment of unarmed Security Guards including personnel trained in X-Ray Baggage Scanner, at Main Office Building, RBI Belapur and PDC Kharghar, Navi Mumbai

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called “the RBI”) and its Regional Office at H H Nirmaladevi Marg, Sector 10, CBD Belapur (hereinafter referred to as RBI) has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called “the Bank”), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs. _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We ----- (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay without demur to the RBI,

a sum of Rs..... (Rupees----- only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs..... (Rupees----- only).

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

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

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

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, 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.

We hereby further agree that –

a) Any forbearance, act or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be

discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs..... (Rupees only).

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

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

d) This guarantee shall remain in force up to ----- provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) 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

f) 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.

g) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

Name:

Designation:

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

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

ANNEXURE – VIII
Draft Articles of Agreement

This Agreement made on this _____ day of _____ 2024 between Reserve Bank of India, having its Office at Sector – 10, Belapur, Navi Mumbai - 400614 (hereinafter referred to as the “Bank”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

and

M/s _____, having its Office at

(hereinafter referred to as the “Contractor”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the Contractor is carrying on the business of providing personnel for security services, Office attendants and maintenance attendant at a Govt. institution/ body/ establishment and has adequate experience in such jobs for rendering such services.

and whereas the Bank is desirous of availing services of the Contractor for the purpose as indicated in the letter no. _____ dated _____.

and whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Contractor shall provide Security Supervisor and Security Personnel for guarding the Bank’s installations, building, property and Office premises Reserve Bank of India, Belapur and Primary Data Centre, Kharghar Navi Mumbai as per the requirement of the Bank.

2. This agreement will come into effect from September 01, 2024 and will remain in force up to August 31, 2025 or unless it is terminated as per the terms hereinafter contained.

3. The quoted charges of Rs. _____ (In words: Rupees _____) covering the cost of manpower deployed shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified

by the Bank's Security Officer/ Bank's Officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.

4. The broad scope of Work and Guidelines to be followed by the Security personnel will be as under:

I. GENERAL INSTRUCTIONS

- i. The Contractor shall deploy all security personnel at the Banks' premises in the manner and as per the instructions of the Bank.
- ii. The Contractor shall ensure that all security personnel are fully conversant with the premises and with the Banks' business activities and its related security requirements. Hence the staff will observe / ensure the following:
 - i. **CODE OF CONDUCT.** The Contractor shall ensure that their security personnel
 1. Are always smartly turned out and vigilant.
 2. Are punctual and arrive at least 15 minutes before start of their shift. Delayed arrival of the reliever shall invite penalty of Rs.500/- per delay.
 3. Take charges of their duties properly and thoroughly.
 4. Perform their duties with honesty and sincerity.
 5. Read and understand their Post and site instructions and follow the same.
 6. Extend respect to all the Officers and staff of the office.
 7. Shall not drink on duty or come drunk and report for duty.
 8. Will not gossip or chit chat while on duty.
 9. Will not leave the post unless their reliever comes.
 10. Will not sleep while on duty post.
 11. Will not read newspaper/ magazine or use mobile phones while on duty.
 12. Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to the Security Supervisor and the Bank.
 13. When in doubt, approach concerned person immediately.
 14. Will take periodic rounds around the premises.
 15. Will not leave the post without the knowledge of the shift – In charge. If necessary, the needful arrangement will be made by the Supervisor.
 16. Are extremely courteous with pleasant mannerism.

ii. CONFIDENTIALITY.

1. The phone number and movement plans of the Bank's Office and Officers will not be given to anyone.
2. The following information about the Bank will not be given to anyone.
 - a. Cars make, colour and number of higher officials.
 - b. Telephone no./ any other information.
 - c. Location and movement plans.
 - d. Meetings and conference schedules.
 - e. Site plan of the premises.
 - f. Travel details of the Bank Officials

iii. PERSONAL MOVEMENTS.

1. Personnel In/ Out record to be maintained manually in the register.
2. Keep record of the Sundays, holidays and late working employees.
3. Keep vehicles in and out details in the registers.
4. Contract staff / Casual labourers – Identify the person and ensure that the casual staff is wearing the I.D. cards.
5. Housekeeping movements register to be maintained.
6. Guide personnel entering the premises through the mandatory security checks like frisking, Xray Baggage Scanning etc.
7. Be polite with the visitors and ask them to sit till the concerned staff arrives.
8. Check the identity cards

iv. MATERIAL MOVEMENTS.

1. Incoming material- Check the documents carefully and arrange to receive the items by concerned staff, with the due entry.
2. (ii) Outgoing – Before sending the material, have a proper check as per the Gate Pass. Do not send out any material without seal and sign of the authorized personnel on the Gate Pass.
3. Returnable and non- returnable record of the Gate Passes has to be maintained. A periodic status report, i.e., weekly report will be generated by security and submitted to Security Officer/ Admn. Department for follow up action on items that have not returned on due date.

4. All material coming in and going out to be recorded correctly as per Challans/ Gate Passes.
5. Materials coming into the premises must be accompanied by a proper Challans/ vouchers.
6. No item will be taken out without written permission of the authorized person.

v. MAIL AND COURIER MOVEMENTS.

1. All incoming letters/ Courier/ Dak will be scanned through the Xray Baggage Scanner.
2. After scanning Couriers/ Dak shall be directed to the Courier Receipt and Despatch Section (CRDS) at the Reception of the office.

vi. PATROLLING OF PREMISES.

1. Patrolling should be done on an hourly basis once the office is closed/ between 22:00h to 06:00h.
2. Guard will keep a watch on the activities of the casual labourers/ contractors.
3. Guard on finding anything unusual / untoward should immediately inform the shift in-charge and the Security Supervisor, who in turn should give a written report to the Security Officer/ Admn. Officer.
4. The Contractor shall also ensure that patrolling is done once during each of the day shifts by the Security Supervisor and twice during the night shift by the Shift In-charge and a report of the same be submitted to the Bank, once in a Week.

vii. FRISKING / CHECKING PROCEDURES.

1. All contract staff, visitors, vendors entering the premises will be thoroughly frisked with the help of DFMD and HHDM at the time of their entry/ leaving the office. In case of any person resisting, the same will be clearly informed to the concerned authority.
2. All the parcels, packages and baggage of Staff, Vendors, visitors and all contract staff will be subjected to Xray Baggage scanning at the time of their entry/ leaving the office.
3. All garbage being removed from the premises by the housekeeping personnel or anyone else must be thoroughly checked before they are being taken out.

4. Anything untoward found must be reported immediately.

viii. HANDING OVER AND TAKING OVER.

1. Guard will go through the log and entries of previous shift and discuss the progress plan with the reliever.
2. Both the security guards / Supervisors will check the entire building thoroughly.
3. Reliever guard should check all the documents, which are related to security before taking over charge.
4. They should check all the systems which are in the facility / under security.
5. Duty Log register to be maintained.
6. Reliever guard should check previous shift guard before taking over charge.
7. Equipment and other control items register will be maintained and the items should be thoroughly checked before taking charge.

II. WORK TO BE PERFORMED BY SECURITY SUPERVISOR:

- i. The Security Supervisor will be accountable for all functions of his security guards & personnel during all shifts. He will monitor shift wise security deployment and brief all the manpower deployed of their post duties and issue any specific instructions for the day for the concerned posts as applicable.
- ii. He will be responsible for the duties performed by security guards & personnel and maintain the records thereof both at Belapur and PDC Kharghar. He will ensure / check the turn out of the manpower.
- iii. He will give daily report to the Security Officer of the Bank.
- iv. He will ensure through Guards deployed at the Gates and other access points, that all entry and exit movements of Men, Material and Vehicles are authorized.
- v. During his duty he will monitor the checking of all outgoing / incoming workmen, contract labour, Contractors and Vendors. During his checking rounds he must try and gather information of any abnormal activity in his area of responsibilities, which if observed, he should first take corrective / preventive action and simultaneously keep the Security Officer informed about it.
- vi. Ensure upkeep and highest standard of housekeeping at all the duty posts and functioning of all security gadgets and apparatus deployed for routine work.
- vii. He shall maintain liaison with Local police and Security Officer and be updated always on any changes taking place and inform the same to his security guards.

- viii. He will follow the laid down procedure in case of Visitors. He will maintain a decent behaviour with anyone coming in or going out and ensure that the Security Guards also maintain the same.
- ix. He will have to always be ready to accept and assist / guide in handling any unforeseen eventualities.
- x. He **shall be duly trained in Fire safety operations**. He should be trained to operate various fire extinguishers installed in the Office premises and he will always be ready to assist with his available manpower, in case of any accident or Fire Emergency. He shall impart regular training to Security Guards on Fire safety.
- xi. He should conduct Surprise Check on a regular basis to ensure the effective functioning of the security guards.
- xii. The Supervisor will maintain shift documents as per laid down formats, meet the Visitors and guide them respectfully to the place they are supposed to go after completing Gate formalities for Visitors.
- xiii. He will also compulsorily move on all posts to check and ensure effective discharge of duties by the deployed guards and brief wherever felt necessary. In doing so he will make the Main Gate Guard responsible to take care of the Gate activities during his absence.
- xiv. He will ensure all phone calls are received promptly and where required the concerned message is noted down and passed on to the relevant persons / officials immediately.
- xv. He shall check lights, fittings etc. during rounds besides alertness of security guards.
- xvi. He will move on to the posts more frequently but at varied timings to maintain surprise element for effective checking.
- xvii. He will brief the security guards of all works / duties performed and pending works, if any.
- xviii. Maintain all registers and documentation regarding the equipment and control items.
- xix. Any other security duties assigned by the Bank.

III. WORK TO BE PERFORMED BY THE SECURITY GUARDS & SHIFT-IN-CHARGES:

- i. Behavioral Standards. To be competent, the Guard deployed on the job must be alert and vigilant, well-groomed and courteous, communicate politely and firmly and be safety conscious.

- ii. Conform to the organization's standards of grooming and behavior. To be competent, the guard should maintain good health, personal hygiene & sanitation, comply with organization's standards of grooming and personal behavior and stay free from intoxicants (alcohol, tobacco and drugs).
- xiii. Carry out assigned security duties in line with procedures and instructions
- xiv. Guarding and patrolling duties at Bank's Office premises at Belapur and at PDC Kharghar and to prevent unauthorized entry.
- xv. To maintain a close vigil on encroachments, if any.
- xvi. Switching on/off of all common area lighting.
- xvii. Manning the Main Gate, Peripheral security and guarding against unauthorized entry/ exit of men and material in the Bank's Office premises.
- xviii. Respond and report about risks and threats
- xix. Respond and report about hazards and emergencies
- xx. Assist police and other law enforcement organizations, if required
- xxi. Other miscellaneous security duties assigned by the Bank.
- xxii. The senior-most guard identified in each shift will act as Shift-in-Charge & will report any incident and other special information to the Security Supervisor on an '**as and when required**' basis.

IV. WORK TO BE PERFORMED BY SECURITY GUARD OPERATING XRAY BAGGAGE SCANNER:

- viii. Perform correct start-up test procedures for the X-ray equipment at screening point start-up times.
- ix. Maintain standards of screening.
- x. Interpret the X-ray images produced by the X-ray equipment.
- xi. Use all main image evaluation functions of the X-ray equipment, including brightness & contrast, inverse image displays, organic stripping, inorganic stripping and zoom functions, etc
- xii. Visually scan for objects as efficiently as possible to keep the flow of baggage at an acceptable level and make a decision about each bag even during high workload environment.
- xiii. Select bags that might contain a prohibited article (or any item that cannot be positively identified) for further processing by manual/ hand search.
- xiv. Pinpoint the shape, size, and location of potential concealed threats. Show the guard searching the suspicious item on the X-ray monitor to help him/her in the search of the baggage.

V. EXPERIENCE/ QUALIFICATION CRITERIA FOR SECURITY SUPERVISOR, SHIFT IN CHARGES AND SECURITY GUARDS TO BE DEPLOYED:

- viii. All personnel deployed should preferably be ex-servicemen/ex-paramilitary personnel.
- ix. **Security Supervisor** should be an ex-serviceman and preferably below the age of 55, in the rank of JCO/NCO (equivalent in Air force/Navy/Paramilitary).
- x. Manpower deployed should not possess any adverse medical conditions i.e., he/ she should be physically fit in all the aspects.
- xi. The manpower deployed by the Tenderer during the period of the Contract shall not simultaneously work in any other organization or shall not be deployed by the Tenderer at any other organization. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the Tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the Tenderer. Bank shall have the right to ask for a suitable replacement in such a case.
- xii. The manpower deployed should preferably be between 21 and 45 years of age and able bodied and trained persons with good health and clean service record.
- xiii. Security guards, Shift-in-Charges and security supervisor should desirably be minimum 10th standard pass and should have good working knowledge of Hindi.
- xiv. Guards deployed for operating the X-ray Baggage scanner should have proper training on the XBIS Machine and should have a minimum one-year experience of operating the same. **Credentials to the same to be submitted by the Tenderer.**

VII. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF SECURITY STAFF

The Tentative requirements of SECURITY STAFF (UN-ARMED) shall be as under:

Sr. No.	Location	Security Personnel Deployed				
		Security Supervisor	Shift In charge	Security Guard	Lady Guard	Total
1	PDC, Kharghar	01	03	35	07	46
2	Main Office Building, RBI Belapur					

*The indicative manpower deployment includes OFF relievers, and this shall be taken into consideration while bidding.

Other terms & conditions:

6. The Contractor shall not sublet / assign the Contract to any agency. The Contractor shall not sublet any portion of the Contract except with the written consent from the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon, the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

7. Security Deposits/Performance Bank Guarantee – The Contractor shall deposit/ furnish an amount of 5% of value of contract in the form of a Security Deposit/retention money through NEFT to the Bank or in the form of Performance Bank Guarantee (PBG), as per the format prescribed in Tender document, (which will be deposited/submitted at the time of letter of acceptance) towards security deposit for the due fulfillment of the contract. The Earnest Money Deposit furnished at the time of submission of Tender will be returned thereafter. This security deposit/Performance Bank Guarantee shall be deposited/kept till March 31, 2025 (upon renewal of the contract, otherwise it will be refunded). If the contract is renewed, fresh Bank Guarantee of 5% of the contract value should be deposited for the concurrency of the contract. No interest will be paid on Security Deposit/PBG.

All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be recovered from the security deposit/PBG, if the amount so permits unless the Contractor deposits such amounts in cash within Ten days of issue of demand notice by the Bank.

8. Terms of Payment:

(i) Pay Structure of Security Guards and the Supervisor will be as per the latest minimum wage rates by Ministry of labour, Government of India for all the components except service charge (agency charge). Profit component of the contract amount will be fixed till the currency of the contract.

(ii) The contractor shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this contract. The Bank shall not pay any extra charges / payment for whatever reason

including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

(iii) The contractor will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the contractor and submitted to the Bank shall be made by the Bank after the end of every calendar month. The contractor must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement, ESI, PF contribution etc. regarding payment made to its manpower, failing which the bill may not be paid.

(iv) The Contractor shall comply with all statutory requirements in respect of payment of at least Minimum Wages, Insurance, PF, ESI, Bonus, etc. The Contractor shall furnish the proof of having paid the wages/ statutory requirements to the staff engaged by him.

(v) The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the Tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the contractor.

(vi) In the event of termination of the contract for any reason whatsoever, the contractor or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(vii) The payment of the bill to the contractor will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract.

(viii) The Contractor shall be liable for the payment of wages to the staff deployed at the Bank as per the notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment, GoI and all other dues to the staff deployed which they are

entitled to receive under the various labour laws and other statutory provisions. The Contractor shall maintain proper records of the payment of wages, etc., to the persons so deployed at the Bank and shall on demand furnish copies of wage register / muster roll, etc., to the Bank for having paid all the dues to the persons deployed by him for the work under the Contract. 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 the Bank as per the provisions of the 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 regarding payment of wages, wage period deductions from wages, maintenance of wages book, wage slip, publications of scale of wages and terms of employment and submission of periodical returns. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, towards profit margin etc. Further, there shall not be any hidden charges in the wages, being paid to the staff deployed at the Bank.

(ix) If any person deployed (Security Guards and Supervisor) does not come under the purview of ESI, in such cases, the contractor shall at his own expenses effect and maintain, in the joint names of the Employer and the Tenderer an insurance policy under Workmen's Compensation Act, 1923 against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower.

9. Compliance with law:

i. The Contractor shall obtain the requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time issued by the concerned Labour Department of the Government, as applicable, for running the establishment. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor. It shall be the responsibility of the Contractor for furnishing necessary Statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

ii. The contractor shall obtain licence, if any, required under the local or central laws for providing trained security personnel to the Bank. The Bank is not responsible for obtaining of any license and permission from any authority of the State Government or Central Government.

iii. The contractor should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The payment of Bonus Act, 1965; The Contract Labour (Regulation and Abolition) Act, 1970; Private

Security Agencies (Regulation) Act, 2005, Workmen's Compensation Act, 1923 and other acts as applicable from time to time. In the event of any liability arising on account of any breach or non-compliance with Statutory requirements by the contractor, the Bank will have the right to reimburse itself by way of adjustment from the contractor's pending bills, Security Deposit or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same. The contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement.

10. Penalty and Liquidated Damages:

i. The Bank would impose a penalty of Minimum Wage per day plus ₹ 500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.

ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful Tenderer 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 up to 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful Tenderer can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

iii. In addition to the above, in case of any breach of terms & conditions of the contract, the bank may impose appropriate penalty, at its discretion, on the contractor.

11. The contractor shall ensure that the instructions / directions issued by Central and State Governments and also the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. The Contractor must deploy their staff in such manner that they are in proximity to the Bank and can attend to duties on their own, even in emergency situations like Covid and no staff from containment area or under quarantine should be deployed for work. Further, the Contractor shall closely monitor the staff deployed at the Bank and in case of any of his / her staff / family member of staff is found to be 'Covid' or such other communicable infection affected, action may be taken to replace the staff at once. The Contractor's staff should be sensitized to follow strict social distancing norms while they remain deployed. The Contractor shall provide

them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the Contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of his / her failure, fault or negligence in complying with the above instructions. Any specific medical / insurance or other requirements arising out of such emergencies must be met by the Contractor.

12. Uniform and Other Facilities:

- i. It shall be the responsibility of the Contractor to provide two sets of full uniform (for summer and winter), including one set of raincoat, per year, along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the security personnel in the Bank's Premises or elsewhere.
- iii. The Contractor shall be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.
- iv. The Contractor will have to provide a mobile phone to the security supervisor.

13. Reporting:

- i. The Contractor will introduce its manpower to Officer-In-charge/ declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the Tenderer shall furnish the complete particulars / bio-data of security personnel with passport size color photo, before deployment.
- ii. The Bank reserves the right to advise the Contractor to remove any guard found not discharging his duties satisfactorily or of doubtful character and the Contractor will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of security guards deployed by the Tenderer will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the Tenderer will have to abide by such direction.
- iv. In case of any pilferage, damage or theft, the Tenderer or its 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.
- v. It may be distinctly understood that there shall not be any absenteeism by the Security Guards. In case of absenteeism, if any, replacement guard will have to be provided by the Contractor. The replacement guard should be able to join his duty within two hours, failure to do so would render the Contractor liable to pay the damages at double the rate

of the wages and suitable deductions will be made from monthly bills of the Contractor. Such replacement guard shall also be subject to meeting the required standards.

14. Termination of the Contract:

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

a. in the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

b. the Contractor commits a breach of any terms and conditions of this agreement and/or

c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or

d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or

e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.

ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

15. Settlement of Disputes by Arbitration:

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference, or questions, if any, shall be deemed to have arisen at Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.

16. Indemnity Clause:

i. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the staff deployed by him / her. In case, any staff of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor

to settle / contest the same. In case, the Bank is made party and is supposed to contest the case, the Bank will be reimbursed the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the Bank on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect. The Contractor shall indemnify and keep indemnified, defend and hold good the Bank, the Reserve Bank of India, its Directors, its officers, employees and agents against any loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the Contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

17. The Contractor shall further keep the Bank indemnified against any loss to the property and assets of the Bank. The Bank shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

18. Non-Disclosure Clause:

i. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging his / her 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 the 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 Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

ii. The Contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

19. Prevention of Sexual Harassment of Women at Work place:

- i. The Contractor / Agency shall be solely responsible for full compliance with the provisions of the “Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its staff / employee/s within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency or the Local Complaints Committee, as applicable and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the staff/employee/s of the Contractor, for instance, any monetary relief to the Bank’s employee or other firm’s employee, if sexual violence by the employee of the Contractor is proved.
- iv. The Contractor shall be responsible for educating its staff / employees about the prevention of sexual harassment at work place and related issues.

20. Force Majeure:

The Contractor shall not be liable for forfeiture of its EMD / Security Deposit (Bank Guarantee) or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the Contract is a result of an event of Force Majeure. For purposes of the clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, etc. The Bank will decide whether delay or failure on the part of the Contractor was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Contractor and will not be open to question before any Court / forum in any proceedings.

21. The Contractor shall undertake to provide trained security personnel in three shifts, consisting of eight hours each. The Contractor shall provide 24 hours continuous security by constantly changing the personnel on rotation basis so that each person deployed by it does not work for more than 8 hours in a particular shift. If it is found that the same person is working in more than one shift on any particular day, salary for the extra shift will not be given.

22. The Contractor shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

23. The Contractor shall comply with the Workmen's Compensation Act, 1923, wherever applicable. The Tenderer shall indemnify the Bank, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act, 1923 or any other statute in force during the period of this contract or at common law in respect of any employee of the Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor an insurance policy against such risks for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within one month from the date of deployment of manpower.

24. The authorized person of the Contractor, other than the Security Supervisor, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

25. The Contractor shall ensure that no employee of the Contractor will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling contractual obligations.

26. The Contractor shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.

27. The Contractor shall, at its own expenses, get the manpower deployed by it medically and clinically examined within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the Contractor.

28. The Contractor shall ensure that the manpower deployed, 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 the manpower deployed have observed the same.

29. The Contractor shall give weekly off to the security personnel and shall provide a reliever in their place. The authorized person of the Tenderer is required to conduct surprise check frequently at least twice a week during late hours to see himself that the security guards are discharging the duties faithfully and properly and also submit his

report to the official identified by the Bank. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per security guard. The Tenderer shall be liable to pay applicable overtime allowance, if any, and no claim will be entertained by the Bank in this regard.

30. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed 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 the persons deployed.

32. After deployment, the security guards should be deputed for refresher trainings periodically.

33. The Contractor should have Credible Supervisory Infrastructure and network. (Organization level like-Branch head-Security Officers-Field Officers-Security supervisor etc).

34. The Contractor will have to enclose/submit certificate of training before deployment of the security guards/supervisor.

35. The Bank reserves the right to increase or decrease the number of persons to be deployed, as per the Bank's requirement, at any time during the period of the Contract.

36. Renewal of Contract:

(i) The Contractor of contract may be extended for further period on a yearly basis for a maximum of two more years or other shorter periods, on mutual consent, subject to satisfactory performance / service rendered by the contractor. Increase in wages to Security Supervisor / Security Guards as per wages declared by Ministry of Labour, Government of India during the Tenure of the contract shall be duly honored by the Bank so as to ensure contractor's obligation of payment of at least minimum wages to staff deployed to the Bank. However, this shall be only to the extent of meeting the payment of at least minimum wages to the Security Supervisor / Security Guards deployed at the Bank.

(ii) **Reliever** –No extra amount will be paid for posting of reliever or extra hours of work performed.

(iii) The contractor shall execute an Agreement, at its own expenses, on a non-judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this

Tender Document, on receipt of intimation from the Bank of the acceptance of his Tender. The original shall be retained by the Bank and duplicate by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

(If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

(If the Contractor is a Company)

Signed and delivered

Shri/Smt. _____ (sign and seal of the Contractor)

In the presence of (witness) (name & address):

1.

2.

Signed and delivered for and on behalf of Reserve Bank of India by (sign and seal of the Bank)

Shri/Smt. _____, its duly authorized Officer

In the presence of (witness) (name & address):

1.

2.