



**भारतीय रिज़र्व बैंक | Reserve Bank of India**  
**शिष्टाचार एवं सुरक्षा कक्ष | Protocol and Security Cell**  
**कानपुर | Kanpur**



**ई-निविदा सूचना | Notice Inviting e-Tender**

**भारतीय रिज़र्व बैंक के कानपुर में स्थित मुख्य कार्यालय परिसर तथा आवासीय कॉलोनियों की सुरक्षा के लिए निःशस्त्र निजी सुरक्षा गार्ड प्रदान कराने हेतु वार्षिक सेवा अनुबंध**

भारतीय रिज़र्व बैंक, कानपुर में स्थित कार्यालय परिसर व आवासीय कॉलोनियों में छः महीनों की प्रारंभिक अवधि के लिए (01 अक्टूबर 2024 से 31 मार्च 2025 तक) निःशस्त्र निजी सुरक्षा गार्ड उपलब्ध कराने हेतु ई-निविदा आमंत्रित करता है।

ई-निविदा एमएसटीसी की वेबसाइट: <https://www.mstcecommerce.com/eproc/> के माध्यम से की जाएगी। सभी योग्य एवं इच्छुक कंपनियाँ / एजेंसी / फ़र्मों को इस ई-निविदा में भाग लेने हेतु एमएसटीसी लिमिटेड की वेबसाइट पर अपना पंजीकरण करना अनिवार्य है। ई-निविदा की अनुसूची निम्नलिखित है:

क्र. सं.	विवरण	विस्तार
क)	ई-निविदा का नाम	भारतीय रिज़र्व बैंक के कानपुर में स्थित मुख्य कार्यालय परिसर तथा आवासीय कॉलोनियों की सुरक्षा के लिए निःशस्त्र निजी सुरक्षा गार्ड प्रदान कराने हेतु वार्षिक सेवा अनुबंध
ख)	अनुमानित वार्षिक लागत	सभी लागत और करों सहित ₹2,60,00,000/- (दो करोड़ और साठ लाख रुपये मात्र)
ग)	ई-निविदा की प्रणाली	ई-अधिप्राप्ति प्रणालि (ऑनलाइन भाग I – तकनीकी बोली और भाग II – मूल्य बोली) <a href="https://www.mstcecommerce.com/eproc/">www.mstcecommerce.com/eproc/</a> के माध्यम से
घ)	ई-निविदा का प्रकार	खुली (दो-बोली प्रणाली)
ङ)	ई-निविदा सूचना के वेबसाइट पर उपलब्ध होने की तारीख	26 जुलाई 2024 (शुक्रवार) पूर्वाह्न 11:00 बजे
च)	ऑन-लाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-टेंडर की शुरुआत की तारीख	02 अगस्त 2024 (शुक्रवार) पूर्वाह्न 11:00 बजे



	<a href="http://mstcecommerce.com/eprochome/rbi">http://mstcecommerce.com/eprochome/rbi</a> पर	
छ)	बोली-पूर्व बैठक की तिथि, समय और स्थान	<b>ऑफलाइन – 09 अगस्त 2024 (शुक्रवार) पूर्वाह्न 11:00 बजे</b> स्थान: शिष्टाचार एवं सुरक्षा कक्ष, द्वितीय तल, भारतीय रिज़र्व बैंक, एम.जी. रोड़, कानपुर - 208001 (उत्तर प्रदेश)
ज)	बयाना राशि जमा करने का विवरण एएमएसटीसी वैबसाइट पर डालें एवं लेन-देन विवरण (यूटीआर संख्या) भी अंतरंग/ अग्रेषित करें। ईमेलपता: <a href="mailto:psokanpur@rbi.org.in">psokanpur@rbi.org.in</a>	₹5,20,000/- (पाँच लाख और बीस हजार रुपये मात्र) एनईएफटी / नेट बैंकिंग के माध्यम से  लाभार्थी का नाम- भारतीय रिज़र्व बैंक लाभार्थी खाता संख्या – 186003001 IFSC - RBISQKNPA01 (5वां और 10वां अंक शून्य है)
झ)	ई-निविदा शुल्क	शून्य
ञ)	ईएमडी जमा करने की अंतिम तिथि।	23 अगस्त 2024 (शुक्रवार) को पूर्वाह्न 11:00 बजे तक
ट)	तकनीकी बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद करने की तिथि।	23 अगस्त 2024 (शुक्रवार) को पूर्वाह्न 11:00 बजे
ठ)	भाग-I (अर्थात् तकनीकी बोली) के खुलने की तिथि और समय । भाग-II यानी मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी	23 अगस्त 2024 (शुक्रवार) को अपराह्न 03:00 बजे
ड)	ई-निविदा की वैधता	टेक्निकल बिड खोलने की तारीख से 90 दिन
ढ)	लेनदेन शुल्क (गैर-वापसी योग्य) (MSTC ई-टेंडर में भाग लेने के लिए एएमएसटीसी (MSTC) ई-भुगतान गेटवे को निविदा कारों द्वारा अलग से भुगतान किया जाएगा)	MSTC भुगतान गेटवे / NEFT / RTGS के माध्यम से MSTC पोर्टल में उल्लिखित लेन देन शुल्क का भुगतान MSTC के पक्ष में करें

2. इच्छुक निविदाकर्ता ₹5,20,000/- (पाँच लाख और बीस हजार रुपये मात्र) एनईएफटी / नेट बैंकिंग के माध्यम से बयाना राशि के रूप में भारतीय रिज़र्व बैंक, कानपुर को भुगतान करेंगे।

3. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में उनकी विफलता की स्थिति में, बैंक को उनकी बोलियों को अस्वीकार करने का अधिकार है। बयाना राशि के बिना ई-निविदा किसी भी परिस्थिति में स्वीकार नहीं की जाएगी।



4. 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 रखता है।
5. भविष्य में जारी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल ऊपर दी गई RBI वेबसाइट और MSTC पोर्टल पर अधिसूचित किया जाएगा और अखबार में प्रकाशित नहीं किया जाएगा।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
कानपुर



**भारतीय रिज़र्व बैंक | RESERVE BANK OF INDIA**

**कानपुर | KANPUR**



**ई-निविदा सं./ e-Tender No. RBI/Kanpur Regional Office/Others/4/24-25/ET/259**

**ई-निविदा हेतु/ E-TENDER FOR**

**भारतीय रिज़र्व बैंक के कानपुर में स्थित कार्यालय परिसर तथा आवासीय कॉलोनियों की सुरक्षा के लिए निःशस्त्र निजी सुरक्षा गार्ड प्रदान कराने हेतु वार्षिक सेवा अनुबंध**

**Annual Service Contract for providing Unarmed Private Security Guards for guarding RBI Office Premises & Residential Colonies located in Kanpur**



## दावात्याग | DISCLAIMER

भारतीय रिज़र्व बैंक, शिष्टाचार एवं सुरक्षा कक्ष, मानव संसाधन प्रबंधन विभाग, कानपुर ने इच्छुक पक्षों को संविदा संबंधी पृष्ठभूमि सूचना देने के लिए इस दस्तावेज को तैयार किया है। भारतीय रिज़र्व बैंक द्वारा इस दस्तावेज के अंतर्गत अपेक्षित सावधानी के साथ सूचनाएं दी गई हैं तथा यह समझा जाता है कि सूचनाएं सही हैं; फिर भी, न तो भारतीय रिज़र्व बैंक और न ही उसका कोई प्राधिकारी या एजेंसी, न तो उससे संबंधित कोई अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज में निहित सूचनाओं या इससे संबंधित प्रस्तुत की जाने वाली किसी सूचना की संपूर्णता या सटीकता के बारे में प्रत्यक्ष अथवा अप्रत्यक्ष रूप से किसी प्रकार की वारंटी देता और न ही उसका प्रतिनिधित्व करता है।

Reserve Bank of India, Protocol & Security Cell, Human Resource Management Department, Kanpur, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

यह सूचना व्यापक नहीं है। इच्छुक पक्षों से खुद ही पूछताछ करना अपेक्षित है तथा प्रतिवादी से अपेक्षित है कि वह उसे लिखित रूप में पुष्टि करेगा कि उन्होंने ऐसा किया है और वे निविदा प्रस्तुत करते समय केवल भारतीय रिज़र्व बैंक द्वारा निविदा में प्रदत्त सूचना पर आश्रित नहीं हैं। सूचना इस आधार पर प्रदान की गई है कि वह भारतीय रिज़र्व बैंक या उसके किसी प्राधिकारी या एजेंसी या उनके किसी संबंधित कार्यालय, कर्मचारी, एजेंट या सलाहकार पर बाध्यकारी नहीं होगी।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisor.

भारतीय रिज़र्व बैंक के पास परियोजना की प्रक्रिया प्रारंभ करने या परियोजना का स्वरूप बदलने, इस दस्तावेज में प्रदर्शित समय सारणी में परिवर्तन करने या लागू की जाने वाली प्रक्रिया या क्रियाविधि में परिवर्तन करने का अधिकार सुरक्षित होगा। उसे इच्छा प्रकट करने वाले किसी पक्ष से इस मामले में आगे किसी प्रकार की चर्चा न करने का भी अधिकार होगा। इच्छा प्रकट करने वाले व्यक्तियों या संस्थाओं को किसी प्रकार के खर्च की प्रतिपूर्ति नहीं की जाएगी।

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



**भारतीय रिजर्व बैंक | RESERVE BANK OF INDIA**  
**कानपुर | KANPUR**

**ई-निविदा सूचना | NOTICE INVITING TENDER**

भारतीय रिजर्व बैंक के कानपुर में स्थित कार्यालय परिसर व आवासीय कॉलोनियों में छह महीनों की प्रारंभिक अवधि के लिए (01 अक्टूबर 2024 से 31 मार्च 2025 तक) निःशस्त्र निजी सुरक्षा गार्ड उपलब्ध कराने हेतु ई-निविदा ।

E-Tender for providing Unarmed Private Security Guards for guarding RBI Office Premises & Residential Colonies located in Kanpur for an initial period six months (01<sup>st</sup> October 2024 to 31<sup>st</sup> March 2025)

भारतीय रिजर्व बैंक, कानपुर में स्थित कार्यालय परिसर व आवासीय कॉलोनियों में छह महीनों की प्रारंभिक अवधि के लिए (01 अक्टूबर 2024 से 31 मार्च 2025 तक) निःशस्त्र निजी सुरक्षा गार्ड उपलब्ध कराने हेतु ई-निविदाएँ आमंत्रित करता है। ई-निविदा एमएसटीसी की वेबसाइट: <https://www.mstcecommerce.com/eprocn/> के माध्यम से की जाएगी। सभी योग्य एवं इच्छुक कंपनियाँ / एजेंसी / फ़र्मों को इस ई-निविदा में भाग लेने हेतु एमएसटीसी लिमिटेड की वेबसाइट पर अपना पंजीकरण करना अनिवार्य है।

Reserve Bank of India invites e-tender for “**Providing Unarmed Private Security Guards for guarding RBI Office Premises & Residential Colonies located in Kanpur for an initial period six months (01st October 2024 to 31st March 2025).** The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprocn/>). All eligible and interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process.

2. इच्छुक निविदा कर्ता **₹5,20,000/- (पाँच लाख और बीस हजार रुपये मात्र)** एनईएफटी / नेट बैंकिंग के माध्यम बयाना राशि के रूप में भारतीय रिजर्व बैंक, कानपुर को भुगतान करेंगे।

Intending tenderers shall pay a sum of **₹5,20,000/- (Rupees Five Lakhs and Twenty Thousand Only)** as earnest money, through NEFT/ Net Banking only to Reserve Bank of India, Kanpur.

3. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में उनकी विफलता की स्थिति में, बैंक को उनकी बोलियों को अस्वीकार करने का अधिकार है। ईएमडी के बिना ई-निविदा किसी भी परिस्थिति में स्वीकार नहीं की जाएगी।

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the



event of their failure to do so, the Bank reserves the right to reject their bids. E-tenders without EMD will not be accepted under any circumstances.

4. 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 रखता है।

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.

5. भविष्य में जारी किए गए किसी भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल RBI वेबसाइट और MSTC वेबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और अखबार में प्रकाशित नहीं किया जाएगा।

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

क्षेत्रीय निदेशक | Regional Director  
भारतीय रिजर्व बैंक | Reserve Bank of India  
कानपुर | Kanpur



**भारतीय रिजर्व बैंक | RESERVE BANK OF INDIA**  
**कानपुर | KANPUR**

**Annual Service Contract for providing Unarmed Private Security Guards for  
guarding RBI Office Premises & Residential Colonies located in Kanpur**

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### Section – I

## निविदा की अनुसूची | SCHEDULE OF TENDER (केवल ई-अधिप्राप्ति के माध्यम से | Only through e-procurement)

Sr. No.	Description	Detail
a)	ई-निविदा का नाम  E-Tender Name	भारतीय रिज़र्व बैंक के कानपुर में स्थित कार्यालय परिसर तथा आवासीय कॉलोनियों की सुरक्षा के लिए निःशस्त्र निजी सुरक्षा गार्ड प्रदान कराने हेतु वार्षिक सेवा अनुबंध  Annual Service Contract for providing Unarmed Private Security Guards for guarding RBI Office Premises & Residential Colonies located in Kanpur
b)	अनुमानित वार्षिक लागत  Estimated Annual Cost of work	सभी लागत और करों सहित ₹ 2,60,00,000/- (दो करोड़ और साठ लाख रुपये मात्र)  ₹2,60,00,000/- (Rupees Two Crores and Sixty Lakhs only) inclusive of all costs and taxes
c)	ई-निविदा की प्रणाली  Mode of e-tender	ई-अधिप्राप्ति प्रणालि (ऑनलाइन भाग I – तकनीकी बोली और भाग II – मूल्य बोली) <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> के माध्यम से  e-Procurement System (Online Part I - Technical Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>
d)	ई-निविदा का प्रकार Type of e-tender	खुली (दो-बोली प्रणाली) Open (Two Bid System)
e)	ई-निविदा सूचना के वेबसाइट पर उपलब्ध होने की तारीख Date of NIT available to parties to download	26 जुलाई 2024 (शुक्रवार) पूर्वाह्न 11:00 बजे July 26, 2024 (Friday) at 11:00 AM
f)	ऑन-लाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-टेंडर की शुरुआत की तारीख <a href="http://mstcecommerce.com/eprocn/">http://mstcecommerce.com/eprocn/</a> पर	<b>02 अगस्त 2024 (शुक्रवार) पूर्वाह्न 11:00 बजे से</b>



	Date of Starting of e-tender for submission of on-line Technical Bid and price Bid at <a href="http://mstcecommerce.com/eprocn/">http://mstcecommerce.com/eprocn/</a>	<b>August 02, 2024 (Friday) from 11:00 AM onwards</b>
<b>g)</b>	बोली-पूर्व बैठक की तिथि, समय और स्थान  Pre-bid meeting	<b>ऑफलाइन - 09 अगस्त 2024 (शुक्रवार) पूर्वाह्न 11:00 बजे</b> स्थान: शिष्टाचार एवं सुरक्षा कक्ष, द्वितीय तल, भारतीय रिजर्व बैंक, एम.जी. रोड़, कानपुर - 208001 (उत्तर प्रदेश)  <b>Offline - August 09, 2024 (Friday) at 11:00 AM</b>  Venue: PROTOCOL & SECURITY CELL, 2 <sup>nd</sup> Floor, Reserve Bank of India, M.G. Road, Kanpur - 208001 (Uttar Pradesh)
<b>h)</b>	बयाना राशि जमा करने का विवरण एएमएसटीसी वेबसाइट पर डालें एवं लेन-देन विवरण (यूटीआर संख्या) भी अंतरंग/ अग्रेषित करें। ईमेलपता: <a href="mailto:psokanpur@rbi.org.in">psokanpur@rbi.org.in</a>  Earnest Money Deposit (EMD) through <b>NEFT / Net Banking and upload the details on the MSTC portal.</b> Also, intimate/ forward the transaction details (UTR number) to e-mail: <a href="mailto:psokanpur@rbi.org.in">psokanpur@rbi.org.in</a>	<b>₹5,20,000/- (पाँच लाख और बीस हजार रुपये मात्र)</b> एनईएफटी / नेट बैंकिंग के माध्यम से  लाभार्थी का नाम- भारतीय रिजर्व बैंक लाभार्थी खाता संख्या - 186003001 IFSC - RBIS0KNPA01 (5वाँ और 10वाँ अंक शून्य है)  <b>₹5,20,000/- (Rupees Five Lakhs and Twenty Thousand Only)</b> paid through NEFT/ Net Banking only to-  Beneficiary Name- Reserve Bank of India Beneficiary A/c No - 186003001 IFSC - RBIS0KNPA01 (5th and 10th digit is Zero)
<b>i)</b>	ई-निविदा शुल्क E-Tender Fees	शून्य NIL
<b>j)</b>	ईएमडी जमा करने की अंतिम तिथि।  Last date of submission of EMD	23 अगस्त 2024 (शुक्रवार) को पूर्वाह्न 11:00 बजे तक  August 23, 2024 (Friday) till 11:00 AM



<b>k)</b>	तकनीकी बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद करने की तिथि।  Date of closing of online e-tender for submission of Technical Bid & Price Bid.	23 अगस्त 2024 (शुक्रवार) को पूर्वाह्न 11:00 बजे  August 23, 2024 (Friday) at 11:00 AM
<b>l)</b>	भाग-I (अर्थात तकनीकी बोली) के खुलने की तिथि और समय । भाग-II यानी मूल्य बोली खोलने की तिथि अलग से सूचित की जाएगी  Date & time of opening of Part-I (i.e. Technical Bid). Date of opening of Part II i.e. price bid shall be informed separately	<b>23 अगस्त 2024 (शुक्रवार) को अपराह्न 03:00 बजे</b>  <b>August 23, 2024 (Friday) at 03:00 PM</b>
<b>m)</b>	ई-निविदा की वैधता  Validity of the e-tender	टेक्निकल बिड खोलने की तारीख से 90 दिन  90 days from the date of opening of Technical bid
<b>n)</b>	लेनदेन शुल्क (गैर-वापसी योग्य) (MSTC ई-टेंडर में भाग लेने के लिए एएमएसटीसी (MSTC) ई-भुगतान गेटवे को निविदा कारों द्वारा अलग से भुगतान किया जाएगा)  Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	MSTC भुगतान गेटवे / NEFT / RTGS के माध्यम से MSTC पोर्टल में उल्लिखित लेन देन शुल्क का भुगतान MSTC के पक्ष में करें  Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED



## **Section – II**

### **ई-अधिप्राप्ति हेतु महत्वपूर्ण निर्देश – खरीद** **Important Instructions for E – Procurement**

This is an e-procurement event of Reserve Bank of India, Kanpur. The procurement service provider/Agency/vendor is MSTC Limited. Bidders are requested to read and understand the terms & conditions of this e-tender before submitting online tender.

1. **Process of E-Tender:**

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

**SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/)**

1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com)→ e-Procurement →PSU/ Govt depts→ Select RBI Logo->Register as Vendor -- Filling up details and creating own user id and password→Submit.

2) 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 RBI/MSTC, (before the scheduled time of the e-tender).

**Contact person (RBI Kanpur):**

1. Shri Ashok Kumar, Manager E-mail - <a href="mailto:ashokkumar7@rbi.org.in">ashokkumar7@rbi.org.in</a> Mobile No. – <u>9199941636</u>
2. Ms. Preeti Kumari, Assistant Manager, Email - <a href="mailto:preetik@rbi.org.in">preetik@rbi.org.in</a> Mobile No.- <u>7398061097</u>

**Contact person (MSTC Ltd):**

1. Shri. Vijyant Narayan Singh, Deputy Manager Contact No – 0522-4244702/ +91 99090 80178
<b>MSTC CENTRALISED HELP DESK NO. 07969066600</b> <b>E-mail - <a href="mailto:helpdeskho@mstcindia.in">helpdeskho@mstcindia.in</a></b> Please mention “HO Helpdesk” as subject while sending emails.



	<p><b>B) System Requirement:</b></p> <ol style="list-style-type: none"> <li>Windows 7 or above Operating System</li> <li>IE-7 and above Internet browser.</li> <li>Signing type digital signature</li> <li>Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ol> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:</li> </ul> <p>Other Settings:</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p> <p>For more details, vendor may refer to Service Provider/Agency/Vendor Guide and FAQ available at <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>.</p>
2.	<p>The Technical Bid and the Financial/Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>. E-tenders will be opened electronically on specified date and time as given in the E-tender.</p>
3.	<p>All entries in the e-tender should be entered in online Technical &amp; Financial Formats without any ambiguity.</p>
4.	<p><b>Special Note towards Transaction fee:</b></p> <p>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 e-tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated Bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p>



	<b>Note:</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
5.	Information about e-tenders /corrigendum uploaded shall be sent by email only during the process till finalization of e-tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	<b>E-Tender cannot be accessed after the due date and time mentioned in NIT.</b>
7.	<p><b>Bidding in e-tender:</b></p> <ul style="list-style-type: none"> <li>a) Vendor(s) need to submit necessary documents as per eligibility criteria, EMD, e-tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. <b>E-Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD.</b> EMD of the unsuccessful vendor(s) will be refunded by the e-tender inviting authority.</li> <li>b) The process involves Electronic Bidding for submission of Technical and Financial/Price Bid.</li> <li>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Government departments. → Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.</li> <li>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Financial specification and save the same. After that click on the Technical bid. If this application is not running, then the vendor will not be able to save/submit his Technical bid.</li> <li>e) After filling the Technical Bid, vendor should click '<b>save</b>' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then vendor should click on "<b>save</b>" to record their Financial bid. Once both the Technical bid &amp; Financial bid has been saved, then the vendor can click on the "<b>Final submission</b>" button to register their bid.</li> <li>f) Vendors are instructed to use <b>Attach Doc button</b> to upload documents. Multiple documents can be uploaded.</li> <li>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> </ul>



	<p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the e-tender.</p>
8.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and Financial terms & conditions is allowed.
10.	The e-tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	<p>Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> to familiarize themselves with the system before bidding.</p> <p>For technical assistance, MSTC officials may be contacted at centralised helpdesk contact number 07969066600 well in advance and bidders are advised to avoid any last-minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one-day prior before the e-tender closing day and get all their queries resolved.</p>



### **Section – III**

## **बोलीकर्ताओं के लिए सामान्य निर्देश** **General Instructions to Bidders**

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3. Prohibited Practices
4. E-Tender document
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**G. Award of Contract**

- 27. Award Criteria
- 28. Notification of Award
- 29. Signing of Contract
- 30. Performance Security



<b>A. General</b>	
<b>1. Scope of Tender and general information</b>	<p><b>1.1</b> Reserve Bank of India, Kanpur, invites e-tender on <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> in two bid system for providing Unarmed Private Security Guards for guarding RBI Office Premises &amp; Residential Colonies located in Kanpur for an initial period of six months (1st October 2024 to 31st March 2025), extendable up to further two years (one year at a time), as per laid down contractual obligations. However, the contract can be extended further for a period as may be decided by Bank, subjected to satisfactory performance of the services and adherence to contractual obligations by the concerned entity. The estimated value of contract is <b>₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) per annum.</b></p> <p><b>1.2</b> More details of Broad Scope of Work, General Terms and Conditions and details of staff required are detailed in <a href="#">Section V</a>. The Bank reserves the right to increase/decrease the required number of security guards to be deployed by firm/ company before awarding the work or any time during the currency of contract, if required. The Bank also reserves the right to award work to any firm/ company.</p>
<b>2. Obtaining of Tender documents</b>	<p><b>2.1</b> The E-Tender Document / Notice Inviting Tender may be downloaded from <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>.</p> <p><b>2.2</b> Interested parties, if they so desire, may contact Protocol &amp; Security Cell officials on the phone /e-mail indicated in the tender for any further clarification.</p>
<b>3. Prohibited Practices</b>	<p><b>3.1</b> The Bank requires that tenderers/ suppliers/ Agencies, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p>



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



<b>5. Eligible Tenderers/ Eligibility Criteria</b>	<p>The Agency participating in the bidding process shall submit copies of documentary proof along with the tender form and Agency not conforming to any of these criteria will not qualify for empanelment or short listing:</p> <p><b>5.1</b> The Agency must be a legally recognized business entity i.e., Proprietary Firm, Partnership Firm, LLP Firm, Companies Registered under Companies Act for providing Security guards' services.</p> <p><b>5.2</b> The Agency should have a "The Private Security Agencies (Regulation) Act, 2005" license valid for Uttar Pradesh State and issued in Uttar Pradesh by Competent authority governed by Uttar Pradesh Private Security Agency Rules, 2009. License should be valid on the date of application, no renewal application and under process license will be eligible. The license must remain valid during the period of the contract and should be renewed from time to time.</p> <p><b>5.3</b> The Agency should have Office at Kanpur with sufficient manpower to take care of replacement/ reliever.</p> <p><b>5.4 Experience</b> - The Agency should be continuously in business (for providing security guards) for at least five years <b>as on June 30, 2024</b>. (As per <a href="#">Annexure I</a>)</p> <p><b>5.5 Client Report</b> – The Agency should submit client reports for satisfactory completion/performance from minimum three different clients. (As per <a href="#">Annexure II</a>)</p> <p>It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor or any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserved the right to treat such bids as being non-compliant with the eligibility condition and reject such bids. Also, if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it is mandatory for the bidder to submit client certificate from that office.</p> <p><b>5.6 Estimated Cost &amp; Cost of previous works</b> - The estimated cost of the contract is approx. ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) per annum. The agency is required to submit proof of experience of having successfully providing similar services to Government Departments/ Offices, Airports, banks, Financial</p>
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Institutions, Training centres, MNCs etc. during last five years ending June 30, 2024 as per criteria given below (submit copies of work orders):

(a) Three similar works, each costing not less than ₹ 1,04,00,000/- (Rupees One Crore and Four Lakhs only), i.e. 40% of the estimated cost.

**OR**

(b) Two similar works, each costing not less than ₹ 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only), i.e. 50% of the estimated cost.

**OR**

(c) One similar work, costing not less than ₹ 2,08,00,000/- (Rupees Two Crores and Eight Lakhs only), i.e. 80% of the estimated cost.

**5.7 Annual Turnover** – The bidder should have a minimum annual turnover of amount equal to ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) during the last three financial years i.e., up to March 31, 2023. (As per [Annexure V](#))

**5.8 Registrations** - Agency should submit copies of following registration certificates:

- a) Copy of PAN
- b) Certificate of Registration with Registrar of Companies under the Company Act 2013 along with Memorandum and Article of Association.
- c) Copy of "The Private Security Agencies (Regulation) Act, 2005" license for the state of Uttar Pradesh.
- d) Registration Certificate under Shops & Establishment Act.
- e) Certificate from ESI Corporation (latest).
- f) Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest).



	<p>g) Training Certificate on Form 6 issued by licensed training agency in terms of Private Security Agency Model Regulation 2006 or agency should be authorized to impart training from authorized trainer/ training centre.</p> <p>h) Valid Registration Certificate under Contract Labour Act (Regulation &amp; Abolition) 1970.</p> <p>i) Registration Certificate for Service Tax.</p> <p>j) Solvency certificate from its Banker specifically for the purpose of the work for an amount ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only). The issue date of the solvency certificate should not be older than March 31, 2024.</p> <p>Details of Bank accounts &amp; undertaking for receiving payments through NEFT. Full particulars of their Bank accounts, like account No., type, when opened, IFSC Code etc. should be given. Tendering firms/companies should have current account in scheduled Banks and should give an undertaking that they are ready to receive the payments through National Electronic Funds Transfer (NEFT).</p>
<b>B. Contents of Tender Document</b>	
<b>6. Sections of Tender Document</b>	<p><b>6.1</b> The Tender Document consist of two parts which includes all the Sections indicated below and should be read in conjunction with any Article/Section issued in accordance with <a href="#">Instructions to Bidders</a>.</p> <p style="text-align: center;"><u>Tendering Procedures</u></p> <ul style="list-style-type: none"> <li>• <a href="#">Section-I</a>: Schedule of Tender</li> <li>• <a href="#">Section-II</a>: Important Instructions for e-procurement</li> <li>• <a href="#">Section-III</a>: General instructions to Bidders</li> <li>• <a href="#">Section-IV</a>: Evaluation / Selection Criteria</li> </ul> <p style="text-align: center;"><u>Conditions of Contract and Contract Forms</u></p>



	<ul style="list-style-type: none"> <li>• <a href="#">Section-V:</a> Broad scope of work, General terms and Conditions and Duties and responsibilities of security guards, General Instructions regarding Technical and Financial bids.</li> <li>• <a href="#">Annexure I to VII</a></li> <li>• <a href="#">Part-II (Financial Bid)</a></li> </ul>
<b>7. Clarification of Tender document, Pre-bid meeting</b>	<p><b>7.1</b> A tenderer requiring any clarification on this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the Pre-bid meeting.</p> <p><b>7.2</b> The Pre-Bid meeting will be conducted on <b>August 09, 2024 (1100 hrs)</b> at PROTOCOL &amp; SECURITY CELL, 2<sup>nd</sup> Floor, Reserve Bank of India, M.G. Road, Kanpur - 208001 (Uttar Pradesh). Bidders may also clarify the issues telephonically or in person as per the contacts furnished in this document.</p>
<b>8. Amendment of Tender Document</b>	<p><b>8.1</b> At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments/ corrigendum on RBI website (<a href="http://www.rbi.org.in">www.rbi.org.in</a>) / e-portal.</p> <p><b>8.2</b> Any amendments/corrigendum issued shall be a part of this document.</p> <p><b>8.3</b> To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
<b>C. Preparation of Tenders</b>	
<b>9. Cost of Tendering</b>	<b>9.1</b> The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
<b>10. Documents Comprising the Tender</b>	<p><b>10.1</b> The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) Notice Inviting Tender</li> <li>b) Technical Bid Details</li> </ul>



c) Financial Bid Details

- d) Earnest Money Deposit: Intending tenderers have to deposit a sum of ₹ 5,20,000/- (Rupees Five Lakhs and Twenty Thousand Only) paid through NEFT/ Net banking only to following account:

Beneficiary Name- Reserve Bank of India  
Beneficiary A/c No – 186003001  
IFSC - RBIS0KNPA01  
(5th and 10th digit is Zero)

- e) Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the Bank.
- f) Performance Bank Guarantee to be furnished within 15 days of award of contract by the successful tenderer.
- g) Contract Agreement (to be executed within 14 days from the date of issue of the work order.).

**10.2 Part - I – Technical Bid**

- a) All **Sections** and **Annexures I to VII** are part of the Technical bid. Please note that prices should not be indicated in the Part I (Technical Bid). Technical bid may be submitted on [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/).
- b) Documentary proof of Pre-qualification/Eligibility criteria must be uploaded online on [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/)
- c) EMD shall be part of Technical Bid.

**10.3 Part - II – Financial Bid**

- a) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of workers, all other logistic as





	<p>mentioned in the tender, all taxes (<b>Exclusive of GST</b>), charges, levies, cess, insurance, transportation, entry taxes, Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. <b>as applicable as per rules.</b></p> <p>b) No conditional/optional quote shall be accepted.</p>
<b>11. EMD as Tender Security and Transaction Fee</b>	<p><b>11.1</b> The tenderers shall deposit EMD of ₹ 5,20,000/- (Rupees Five Lakhs and Twenty Thousand Only) through <u>NEFT/ Net banking only</u> and Transaction fees to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD.</p> <p><b>11.2</b> Tenders without EMD (if not exempted) will not be accepted under any circumstances.</p> <p><b>11.3</b> Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>11.4</b> The EMD of unsuccessful tenderers shall be discharged/returned by RBI after award of work to successful bidder.</p> <p><b>11.5</b> The EMD of the Successful Bidder shall be returned to the Bidder after submission of Performance Bank Guarantee as per tender condition, without interest.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
<b>12. Forfeiture of EMD</b>	<p><b>12.1</b> The EMD shall be forfeited in the following circumstances:</p> <p>a) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or</p> <p>b) Tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids.</p> <p>c) if a Tenderer withdraws his Bid during the period of Bid Validity, or</p>



	<p>d) The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.</p> <p>e) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.</p>
<b>13. Letter of Tender</b>	<b>13.1</b> The tenderer shall submit the Tender using the digital signature class 3 through e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
<b>14. Documents Establishing the qualifications of the Tenderer</b>	<b>14.1</b> To establish its qualifications to perform the Contract in accordance with <a href="#">Section-III</a> (Para 5), the tenderer shall provide the information in the format prescribed in tender document.
<b>15. Familiarization with Premises and local conditions</b>	<b>15.1</b> It will be imperative on the part of each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the bidder. The Bank will arrange a pre-bid meeting for allowing the prospective bidders to visit the premises and take stock of the work involved. The costs of visiting shall be borne by the bidder. It shall be deemed that the Agency has undertaken a visit to the Premises and is aware of the operational conditions prior to the submission of the tender documents.
<b>16. Period of validity of Tenders</b>	<p><b>16.1</b> The Tender validity period shall be 90 days from the date of opening of technical bid.</p> <p><b>16.2</b> In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.</p>
<b>D. Submission and Opening of Tenders</b>	
<b>17. Submission and Marking of Tenders</b>	<p><b>17.1</b> Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.</p> <p><b>17.2</b> The tenderers may submit their Financial Bid (competitive rates) online in <a href="#">prescribed format</a> (Part-II)</p>



	<p>along with copies of necessary documents as indicated in the <a href="#">“Technical Bid” (Part-I)</a>. E-Tender with all information shall be submitted on or before the prescribed time and date. Incomplete Tenders will be summarily rejected.</p> <p><b>17.3</b> The tenderers shall quote rates inclusive of all components factored as illustrated in <a href="#">cost analysis</a>.</p> <p><b>17.4</b> If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.</p>
<b>18. Deadline for Submission of Tenders</b>	<p><b>18.1</b> Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.</p> <p><b>18.2</b> The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
<b>19. One Bid per Bidder</b>	<b>19.1</b> Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
<b>20. Late Tenders</b>	<b>20.1</b> No Tender after the deadline shall be allowed on the portal.
<b>21. Tender Opening</b>	<b>21.1</b> The Bank shall open the Tender (Part-I) electronically on the notified date. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address.
<b>E. Examination of Tenders</b>	
<b>22. Confidentiality</b>	<b>22.1</b> Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.
<b>23. Clarification of Tenders</b>	<b>23.1</b> To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank’s request for clarification and the response shall



	<p>be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p><b>23.2</b> In cases of variation of quoted amount of more than 5% from the estimated cost of work, a justification may be sought from the tenderer.</p> <p><b>23.3</b> If a tenderer does not provide clarifications/justifications of its Tender by the date and time set in the Bank's request for clarification/justification, its Tender shall be liable to be rejected.</p>
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## F. Tender Evaluation and Comparison

<b>24. Evaluation of Tenders</b>	<b>24.1</b> The Bank shall use the evaluation criteria indicated in <a href="#">Section IV</a> .
<b>25. Qualification of the Tenderer</b>	<b>25.1</b> The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with <a href="#">Section III</a> (Para 5).
<b>26. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders</b>	<b>26.1</b> The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected outrightly.

## G. Award of Contract

<b>27. Award Criteria</b>	<b>27.1</b> The Bank shall shortlist the tenderer based on the evaluation criteria detailed in <a href="#">Section IV</a> (Evaluation Criteria).
<b>28. Notification of Award</b>	<p><b>28.1</b> The tenderer who qualifies the Technical Evaluation and is the lowest bidder (L1) in Financial Bid shall be awarded the tender based on <a href="#">Evaluation Criteria</a>.</p> <p><b>28.2</b> Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall be ready to take over entire work within 7 days of notification of award of work.</p>



<b>29. Signing of Contract</b>	<b>29.1</b> The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value as applicable, within 15 days of award of work. The stamp duty shall be borne and paid by the Agency. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
<b>30. Performance Security</b>	<p><b>30.1</b> On award of contract, the successful bidder shall furnish an amount equal to 10% of the contract value, i.e. ₹ 26,00,000/- (Rupees Twenty-Six Lakhs only), in the form of a Performance Bank Guarantee (PBG) from any Scheduled Bank in the format given in <a href="#">Annexure VIII</a> (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The EMD furnished at the time of submission of tender will be returned thereafter.</p> <p><b>30.2</b> Failure of the successful tenderer to submit the PBG within 15 days of award of work, will attract proportionate charges at <b>Bank rate</b> and non-submission of PBG within 30 days of award of work may lead to annulment of the award and forfeiture of the EMD.</p>



## **Section – IV**

### **मूल्यांकन / चयन मापदंड** **Evaluation / Selection Criteria**

1. First, Part-I (Technical bid) will be evaluated. Tenderers shall furnish information for Technical Evaluation as per [Standard Format \(Technical Bid Form - 2\)](#).
2. Supporting documents for the various items indicated should be submitted for Technical evaluation.
3. The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers and existing clients. Based on the scrutiny, each bidder will be assigned marks, out of total 100 marks, as per [Evaluation Matrix](#) given in [Annexure VII](#).
4. A Bidder should mandatorily secure a minimum of 40 Marks (i.e. 40 marks out of total 100 marks) in Technical Evaluation in order to be qualified for Part II (Price Bid).
5. The Price bids of all the technically qualified bidders will be opened for financial evaluation. The work will be awarded to the lowest bidder (L-1) agency.
6. In case more than one bids are L-1, then the work will be awarded to the L-1 bidder with higher marks in Evaluation Matrix provided at [Annexure VII](#).
7. In case, more than one L-1 bidders secure equal marks in Evaluation Matrix, then the work will be awarded to the bidder with higher Average Annual Turnover of last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23. Here average means sum of total turnover of three years divided by 3.

*(Annual Turnover represents the revenue generated by the firm/agency by providing Security Services during a particular year.)*



**PART I**

**RESERVE BANK OF INDIA  
PROTOCOL & SECURITY CELL (HRMD)  
KANPUR**

(Terms and conditions and Technical Specifications)

**e-Tender No. RBI/Kanpur Regional Office/Others/4/24-25/ET/259**

**E-TENDER for**

**Annual Service Contract for providing Unarmed Private Security Guards for  
guarding RBI Office Premises & Residential Colonies located in Kanpur**



## **Section – V**

### **BROAD SCOPE OF WORK**

1. The present requirement is for **40 Unarmed Private Security Guards** to be deployed in shifts as under, with the provision of increasing/ decreasing the numbers as and when required. The deployment details are as follows:

Sr. No.	Location	No. of Guards Required	Shift wise Strength		
			I	II	III
1.	RBI Main Office Premises, Civil Lines, Kanpur	Six (06)	2	2	2
2.	RBI Officers Quarters, Civil Lines, Kanpur	Twelve (12)	4	4	4
3.	RBI Officers Quarters, Tilak Nagar, Kanpur	Ten (10)	3	3	4
4.	RBI Staff Quarters, Kidwai Nagar, Kanpur	Twelve (12)	4	4	4
<b>Total No. of Unarmed Security Guards</b>		<b>Forty (40)</b>	13	13	14

The shifts are subject to change as per the discretion of Bank.

2. Eligibility criteria for Security Guards:

- The agency shall ensure that persons who are engaged by the security agency shall be Ex-servicemen from defence forces. Security Guards should satisfy the standard of physical fitness and antecedents verified as mentioned under rules made by Government of Uttar Pradesh under PSARA Act, 2005. Non-compliance to the said rules will result in suitable penal action including removal of the guard and cancellation of the contract if remedial measures are not taken promptly or deficiencies in this area are observed frequently.
- Security Guards should have working knowledge of English and Hindi languages, good physique, at least one-year experience of rendering security services. It is desirable that they should have a valid driver's license.
- The Security Guards shall be deployed by the Agency to the Bank from out of his pool of security staff who shall be the direct employees of the Agency for all purposes and object under the labour and welfare laws in force from time to time, including contract labour legislations.





3. Credentials/antecedents - Each Security Guard must be verified and their antecedents checked (police verification) strictly as per prevailing Uttar Pradesh Private Securities Agencies Rules. The agency will submit the report before deployment of the guards. Non-compliance to the said PSARA rules will result in suitable penal action against the vendor including removal of the guard from his duties at the Bank's premises and colonies and cancellation of the contract if corrective measures are not taken promptly and repeated instances of deficiency is observed.
4. In case, any of the guard so provided is not found suitable by the Bank, the Bank shall have the right to ask for his replacement without giving any reason thereof. It will be the responsibility of the agency to ensure that approved strength is maintained at all the times and security services continue without any break.
5. The security guards deployed by the Agency for posting at the Bank's premises/colonies shall be the direct employees of the Agency for all legal purposes and shall be under his direct and complete control. The Agency shall supervise over them at all times and ensure that they carry on the work properly and faithfully to the Bank's satisfaction. For the purposes of ensuring this satisfaction, the Bank may from time to time at the prescribed periodicity or by surprise do inspections of Security Guards etc. through its own Security Officials or any other officer designated for the purpose.
6. The Agency shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance when deemed necessary and Agency shall abide by the same. The Agency shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Kanpur indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions.
7. The Agency shall be required to obtain a license, from the office of the Assistant Labour Commissioner, Government of India, Kanpur as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which it alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held



responsible for acts, commissions or omissions of the Agency and shall in no way be made liable to the labourers engaged by the Agency.

8. Agency's failure to fulfil any of the obligations here under and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Kanpur shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payment and Security Money Deposit/Performance Bank Guarantee.
9. The Bank shall deal only with the Agency and it shall be for the Agency to assign the work to the security guards posted / appointed by it at the Bank's premises from time to time in accordance with the Bank's instructions. In the event of the Bank considering the act/conduct of any of the security guards posted / appointed by the Agency to be derogatory to and not in due discharge of the duties and responsibilities entrusted to it and reporting such act / conduct to the Agency, the Agency shall forthwith take appropriate action to protect the Bank's interest. Further, upon the Bank reporting and demanding withdrawal of any of the security guard posted at its said premises for the reason that their conduct and behaviour or the performance of the duty entrusted to them is not considered satisfactory by the Bank or for any other reason, the Agency shall forthwith replace the said guard by / with suitable guard. The decision of the Bank in this regard shall be final, conclusive and binding upon the Agency, which shall ensure that the services provided by it are to the satisfaction of the Bank. Subject to this clause, the Agency has the right to transfer in the discharge of its obligations under the Agreement and in its absolute discretion, any of the security guards as it may determine, posted by it on the premises of the Bank colonies, provided however that it shall keep the Bank informed of the same, and any other changes contemplated by it will be duly communicated to the Bank, as far as possible in advance.
10. It shall be the responsibility of the Agency to ensure that the Security Guards deployed by it are physically fit, active, healthy, smart, and intelligent with good bearing, honest and competent, free from any disease contagious or otherwise. The responsibility of their discipline will be that of the Agency. The persons provided should have proper knowledge of their job. Persons so engaged by the Agency shall be properly trained Security personnel of high integrity and good conduct and preferably below the age of 55 years. In no circumstances, guards below 21 years of age should be employed.
11. The Agency shall provide minimum two sets of uniform for winter and summer and ensure that the guards are always in proper uniform to be supplied by the Agency, while on duty. In this regard, the Agency shall at its cost provide to the security guards sets of uniform, boots, caps, jerseys for winter, belts, badges and other security equipment like lathis/batons, torches, cells, whistle, registers and stationery as approved by the Bank



and for the proper maintenance of the same the Agency alone shall be responsible or liable.

12. The Agency will maintain an attendance register in which day-to-day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank.
13. The Agency shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
14. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the Security Guards that may arise out of and in the course of their duties and employment. It is agreed and understood that the Agency shall alone be liable to pay such damages or compensation to such Security Guards.
15. In case of sickness, leave, or absence from duty for whatever cause, of Security Guards, the Agency shall undertake to replace such Security Guards. On occasion when it is not possible to provide the replacement immediately, the Agency shall ensure that no post is left unmanned. The Bank will not be liable for payment whatsoever on account of replacement of Security Guard, which shall be the obligation of the Agency.
16. The Agency shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Agency deployed for the work, it shall issue identity cards bearing their photographs / identification etc. and such employees shall display their identity cards at the time of duty.
17. The Agency shall alone be liable to pay the salaries / wages at all times that the same are not below the minimum wages prescribed under law, contributory saving fund, Gratuity, Risk Insurance and ESIS to the Security Guards provided to the Bank as and when due and shall maintain all necessary records. It is agreed and understood that such Security Guards shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Agency shall supply the same to the Bank within a reasonable time say not exceeding four days. The Agency shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the "Employees Provident Fund and



Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". Agency has to deposit the ESI & EPF contribution in respective organizations (ESIC & EPFO) and he has to ensure that all his employees are given ESI Card and EPF Card immediately.

- 18.** Accommodation for living of the Security guards will be provided by the Agency at his own cost. The Bank shall not bear any responsibility in this regard.
- 19.** The Performance Bank Guarantee deposited by the Agency shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and / or loss/ damage if any sustained by RBI, Kanpur on account of failure or negligence of the guards deployed by him or in the event of breach of the agreement by the Agency.
- 20.** The Agency shall give weekly off to their security guards and shall provide a reliever in their place. The representative of the Agency is required to conduct surprise check frequently at least twice a week during late hours and to see themselves that their guards are discharging duties faithfully and properly and also submit their report to the official identified by the RBI. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per guard. If any security matter arises during the course of duty by the guards which involves police interference, the representative of the Agency should pursue the case and do all the formalities like filing FIR etc. with the Police. Agency shall be liable to pay applicable overtime allowance if any, and the Bank in this regard will entertain no claim.
- 21.** That during the tenure of duty the security guards shall protect the property of Reserve Bank of India and do other security duties as assigned through the Agency by the officer(s) so authorised by the Bank in the normal circumstances. However, in case of emergency etc. when the Agency cannot be approached immediately such duties can be assigned to the security guards so deployed directly by such officer(s) authorised by the Bank and such Security Guards will abide by such instructions.
- 22.** That any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Agency and the same shall be determined after giving due notice to the Agency. Decision in this regard will be taken by Competent Authority i.e. Deputy General Manager / General Manager (HRMD). However, Agency will have the right to appeal to the Regional Director whose decision will be final in the matter.
- 23.** As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition, which the Agency may have with its own employees / guards / supervisors / officers who may be put on duty to guard the Bank's Office Premises/ Residential colonies, as they are having no



connection with the Bank. However, for its own information, research and analysis, budget / administrative measure if the Bank calls for any information from the Agency, it shall be providing the same within four days. Also Bank expects that they will be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's image.



## **GENERAL TERMS & CONDITIONS**

### **1. Agreement between the Agency and the Bank:**

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

### **2. Pay Structure:**

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

- a) The quoted service charge will cover the cost of Agency profit & overhead, insurance and all taxes (except GST). The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.
- b) The quoted service charge will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. The agency will be bound to pay statutory Central Govt. minimum wages to the workforce employed by him / them, therefore, rate should be quoted keeping this in mind. Tenders having 'quoted rates' below the Central Govt. minimum wages are bound to be rejected.
- c) The quoted service charge shall also include Insurance charges (Workmen compensation and Third-Party liability), and all applicable existing or future taxes levied by the Central Government or any State or Local authority.
- d) Bank shall consider the changes in pay structure as recommended by Central Govt (Central Minimum Wages) if published during the period of the contract. The Agency will have to submit valid notification of the Central Govt. in this regards.

### **3. Insurance:**

The successful bidder shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work in joint name of the RBI Kanpur and the agency (RBI being the first party). The successful bidder shall indemnify the Bank for any loss or damage that occurs to persons or



building or third party while executing the work. It shall be ensured that the insurance cover is kept alive during the tenure of the agreement with Bank. Agency shall provide a copy of insurance cover (valid for entire contract period) to the Bank.

#### **4. Terms of Payment:**

- a) The Agency will not be paid any payments in advance. Payments will be made on a monthly basis. The Bills shall be raised & submitted by the Agency on the 7<sup>th</sup> working day of each month which should include documentary evidence in support of salary deposited and other statutory payments to security guards. The bills shall be scrutinized and release of payment will be made once the Bank is satisfied that the bills are in order.
- b) The bidder shall ensure payment of minimum wages to the workmen employed by they/them through NEFT to their bank account/s and shall maintain a register of wages and shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility, etc. to their employees as per Contract Labour (Regulation & Abolition) Act, 1970. Salary of the employees shall be disbursed only through NEFT to their bank account and a copy of the NEFT payment shall be produced with the bill to be submitted to the Bank for payment to the Vendor. No cash payment by the company/firm shall be made to its employees.
- c) Bank will deduct tax at source and all other statutory taxes/ charges etc. as applicable from time to time from the amount payable to the Agency.
- d) The Agency must ensure that security guards engaged by them must receive their entitled wages in time as per Gol instructions; such timely payment shall be independent of whether the Bank has released payments against the bills submitted by the Agency. In view of this, the following procedure will be adopted. The bills shall be submitted along with the following documents in respect of the contractual employees deployed at RBI Kanpur, mandatorily:
  - i. Current month Invoice Copy.
  - ii. Current month Wage Register (Form XVII [See rule 78(1) (a) (i) of The Contract Labour (Regulation and Abolition) Central Rules, 1971], duly signed by the individual contract Labourers.





- iii. Current month Attendance Register/Sheet.
  - iv. Current month ESI remittance challan (if applicable) with consolidated and breakup details.
  - v. Current month EPF remittance challan, as applicable, with consolidated and breakup details.
  - vi. Bank statement of the agency duly authorized by Bank officials having details of salary Payment made to each employee.
  - vii. Proof of any other payment (bonus etc.) made to the contractual employees.
  - viii. Certificate by the Agency declaring that they are adhering to the applicable forms under the Minimum Wages Act, 1948 (XI of 1948) and all the applicable rules under the Act issued by the Government of India from time to time, EPFO, ESIC (if applicable), Bonus and all other Act/Rules issued by the Government of India in connection with employment of labours.
- e) The Agency shall compulsorily issue the salary slip to their security guards. A tentative format is as under:

Name of Employee:		Designation:	
ESI No.:		No. of Days/Duties present:	
UAN No.:			
Month:			
Earnings		Deductions	
Basic		EPF	
Bonus		ESI	
HRA		Security Deposit	
Uniform Allowance			
Uniform Washing Allowance			
Other Allowances			
Add. Allowance/Late Duty			
Gross Wages			
Over time (OT)			
Gross Wages + OT		Total Deduction	





Net Salary	
Signature of the Employee	Signature of the Employer

## 5. Financial Inclusion:

The successful tenderer/Agency shall ensure that all the staff deployed in the Bank premises is having a Savings Bank Account.

## 6. Liquidated damages and immediate termination:

In case of breach of any/or more of the conditions in the agreement and/or services provided by the Agency are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.) during any period of the agreement, an amount subject to (maximum) 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 Agency can be terminated by giving a short notice of seven days depending upon the severity of the non-satisfactory service. The nature of deficient service for which penalty can be imposed or contract shall be cancelled / terminated will be decided solely at the discretion of the Bank. The penal action may also include disqualifying the Agency for participation in the future tenders of the Bank.

## 7. Sexual Harassment:

- a) The successful Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee/personnel/representative within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the successful Agency and the successful Agency shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the successful Agency against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.



- c) The successful Agency shall be responsible for educating its employees/personnel/representatives about prevention of sexual harassment at work place and related issues.
- d) The successful Agency shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful tenderer/Agency / firm / company/ Agency, for instance any monetary relief to Bank's employee, if sexual misconduct by the employee of the successful Agency is proved.

#### **8. Premises Access beyond specified time-limit**

The successful tenderer/Agency / firm / company/ Agency shall ensure that none of its employee/personnel/representatives will enter or remain in the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling successful Agency obligations and with permission of the Bank Security officials.

#### **9. Non-Disclosure Clause:**

- a) The successful Agency 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 successful Agency during the course of discharging contractual obligations in connection with this tender, to any third party and shall at all times hold the same in strictest confidence.
- b) The successful Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws.
- c) The successful Agency 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.
- d) The successful Agency 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 successful Agency and the Bank shall be entitled to claim damages and pursue legal remedies.
- e) The successful Agency shall take all appropriate actions with respect to its employees/personnel/representatives to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.



- f) The successful Agency obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reasons.

#### **10. Indemnity Clause:**

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

- a) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or
- b) Breach or non-performance of the terms and conditions of the contract; or
- c) Breach of the representations and warranties made by the bidder; or
- d) Negligent or fraudulent act or omission by the bidder; or any third party for reasons attributable to the bidder.
- e) The bidder shall also keep the Bank indemnified against any claim from the staff of the bidder and it shall be the duty of the bidder to clearly inform his own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise
- f) Further her the bidder 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. The bidder shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them

#### **11. Force Majeure:**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of



God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

## **12. Obligation of the Agency:**

The successful Bidder/Agency shall

- a) Ensure that its employees/persons, while on the premises of the Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behaviour 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 Agency and /or its employees have observed the same.
- b) The Agency shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- c) In case any complaint is received relating to misconduct/misbehaviour of agencies personnel, & is assessed as true by the Bank, a penalty or ₹ 500/- for each such incident shall be levied and the same shall be deducted from agencies bill. Besides the person found involved in the incident shall be removed from the Premises immediately.
- d) In case the agency fails to commence/execute the work as per the agreement or renders unsatisfactory performance or does not meet the statutory requirements of the contract, the Bank reserves the right to impose the penalty as given below: -
  - i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
  - ii) After four weeks delay the Bank reserves the right to terminate the contract and withhold the agreement and get this job carried out from other contractor(s) in open market at the risk and cost of the contractor. The difference if any will be recovered from the defaulter Agency and his earnest money/security deposit may also be forfeited.
- e) The Agency shall not engage any such sub-Agency or transfer or assign the contract to any other person in any manner.
- f) The Agency shall ensure that Security staff/personnel engaged by the Agency



do not take part in any staff union and association activities within the premises of the Bank.

- g) For deficiency in services and serious inconvenience caused to the Bank and its officials, penalty not exceeding 25% of the estimated bill for the relevant month may become leviable. However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to the Regional Director, whose decision will be final in the matter. However, the Bank reserves the right to impose penalty up to 10% of the contract amount. In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the Tenderer shall be liable to risk and cost.

### **13. Prohibition of Sub-letting:**

The successful bidder shall not sublet any portion of the contract. In case of breach of these conditions, the Bank may serve a notice in writing on the successful bidder rescinding the contract whereupon the security deposit shall stand forfeited by the Bank, without prejudice to his other remedies against the Bidder.

### **14. Termination of Contract:**

Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate the contract forthwith by written notice 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 successful Agency and shall be binding on the successful Agency) the successful Agency fails or refuses to implement the contract to the Bank's satisfaction; and/or
- b) The successful Agency commits a breach of any terms and conditions of the contract; and/or
- c) For any reason whatsoever, the successful Agency becomes disentitled under any law to perform his obligation under the contract; and/or
- d) There is any variation in the ownership/partnership of the successful Agency or its business without the prior permission in writing from the Bank; and/or
- e) The successful Agency is adjudged an insolvent/bankrupt or a compromise is entered by it with its creditors or if distress or execution or other process is levied upon it or receiver is appointed for any part of the assets or property of the successful tenderer/Agency / firm / company/ Agency.



In the event of termination of the contract for any reason whatsoever, the successful Agency or persons employed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation or damages.

#### **15. Stamp Duty and other law charges:**

The Agency shall bear the stamp duty and/or other law charges for execution of the agreement pursuant to award of the contract. The agreement shall be executed in duplicate and the Bank shall retain the original and the Agency shall retain the duplicate.

#### **16. Integrity Clause:**

Promise on the part of Bank not to seek or accept any benefit, which is not legally available. Bank to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Bank as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle.

#### **17. Arbitration:**

- a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Regional Director, Reserve Bank of India, Kanpur.
- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The venue of arbitration shall be RBI, Kanpur.
- c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Agency shall continue to be made in terms of the contract.



- d) All matters pertaining to this tender shall be subjected to the jurisdiction of the courts in KANPUR only.



## **Duties and Responsibilities of Security Guards**

The security guards are responsible for the security of Office Premises and the Residential Colonies. Therefore, security guards' duties and responsibilities include, but are not limited to, the following:

- a) The main duties of the Security Guards will be to keep a watch over persons visiting the premises and check the material during entry and exit where ever they are deployed.
- b) The Security guards manning the security/ check posts should be vigilant and available at their posts. Patrolling to be carried out on regular basis and its time wise record to be maintained.
- c) The guards will keep a watch on the activities at the entrance/ exit gates as also inside the colony and any abnormality noticed will be instantly reported to the Bank.
- d) They will be responsible for ensuring that no items are allowed to be taken out of the premises/colonies without proper authorization from the officers/staff residing in the Colony and for the items which belong to the Bank, proper gate passes from the competent officers authorized by the Bank for in-out movement should be checked.
- e) While on duty, the guards will maintain a polite behavior with the employees, residents and guests.
- f) While on duty, the guards will maintain a polite but firm behavior with the contract labour but should not cause unnecessary obstruction to work.
- g) Guards will not involve themselves in any of the activities they are supposed to check & prevent.
- h) No guard, especially in night shift duty will ever be found sleeping. If found, sleeping on duty, the Bank will impose a penalty of Rs. 1000/- per instance.
- i) The guard on main gate will maintain a logbook for all visitors, vehicles and a separate logbook in case of domestic helps, contractors, labour etc.
- j) The guards on duty will also keep a watch on all the vehicles parked in the parking sites located within the premises of the Bank.





- k)** The guard should ensure that the street-dogs and stray cattle do not enter into the premises.
- l)** The guards should be trained to provide first aid and in firefighting with the help of fire extinguishers and other firefighting material available on the spot.
- m)** In emergency situations, Security Staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Security Guards should be sensitized for their role in such situations
- n)** Any Security Guard on duty shall not leave the premises until his reliever reports for duty.
- o)** Any other provisions as advised by the Bank subsequently may be incorporated in the agreement. The same shall also be binding on the Agency.
- p)** Any other related task given by the Bank to improve Security.



## **General Instructions regarding Technical and Financial bids**

**(To be read in relevance to e-tendering process)**

**(To be scanned and uploaded)**

### **1. PART- I (Technical bid)**

E-tender (Open- twin bid system) are invited from Companies/Firms/Agencies for providing Unarmed Private Security Guards for guarding RBI Office Premises & Residential Colonies located in Kanpur for an initial period of six months (01st October 2024 to 31st March 2025), extendable up to further two years (one year at a time), as per laid down contractual obligations. However, the contract can be extended further for a period as may be decided by Bank, subjected to satisfactory performance of the services and adherence to contractual obligations by the concerned entity. The estimated value of contract is ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) per annum.

#### **1.1. Eligibility criteria for participating in the tender:**

Companies/Firms/Agencies who fulfil the following pre-qualification criteria are eligible to apply.

<b>S. No</b>	<b>Criteria</b>	<b>Documents Required</b>
<b>1.</b>	<b>Eligible Entities:</b> Bidder must be a legally recognized business entity i.e. Proprietary firm, Partnership fir, LLP Firm, Companies Registered under Companies Act.	<a href="#">Annexure – IV</a> along with Certified copy of certification of registration/incorporation as applicable to legal status and other details viz. GST registration number, PAN number and EPF registration, ESIC, PSARA License for Uttar Pradesh. Copy of bank statement for last three financial years ending on March 31, 2024.
<b>2.</b>	<b>Work Experience:</b>  i. The Agency should be continuously in business (for providing security guards) for at least five years <b>as on June 30, 2024.</b>	i. Details of experience has to be submitted as per <a href="#">Annexure I</a>



	<p>ii. The Agency should submit client reports for satisfactory completion/performance from minimum three different clients.</p> <p>iii. <b>Estimated Cost &amp; Cost of previous works</b> - The estimated cost of the contract is approx. ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) per annum. The agency is required to submit proof of experience of having successfully providing similar services to Government Departments/ Offices, Airports, banks, Financial Institutions, Training centres, MNCs etc. during last five years ending June 30, 2024 as per criteria given below (submit copies of work orders):</p> <p>(a) Three similar works, <u>each</u> costing not less than ₹ 1,04,00,000/- (Rupees One Crore and Four Lakhs only), i.e. 40% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Two similar works, <u>each</u> costing not less than ₹ 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only) , i.e. 50% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) One similar work, costing not less than ₹ 2,08,00,000/- (Rupees Two Crores and Eight Lakhs only) , i.e. 80% of the estimated cost.</p>	<p>ii. As per <a href="#">Annexure II</a>. If the bidder has served at any office of RBI in the past or provided service at any office of RBI, it should be mandatory for the bidder to submit client certificate from that office.</p> <p>iii. Firm is required to submit copies of work orders/ completion certificate/ any other proof showing the desired value of work as required.</p>
3.	<b>Annual Turnover:</b> Should have a minimum annual turnover of amount equal to ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) from provision of providing	Certificate specifying turnover for FY 2020-21, FY 2021-22 and FY 2022-23 as per



	security guard services, during the last three financial years i.e., up to March 31, 2023.	<a href="#">Annexure-V</a> and duly certified by practicing chartered accountant with Unique Document Identification Number (UDIN) on the certificate.
<b>4.</b>	<p><b>Registrations:</b> Bidder should submit copies of following registration certificates:</p> <ul style="list-style-type: none"> <li>a) Certificate of Registration with Registrar of Companies under the Company Act 2013 along with Memorandum and Article of Association.</li> <li>b) Copy of "The Private Security Agencies (Regulation) Act, 2005" license for the state of Uttar Pradesh.</li> <li>c) Registration Certificate under Shops &amp; Establishment Act.</li> <li>d) Certificate from ESI Corporation (latest).</li> <li>e) Certificate from EPF Organization under EPF &amp; Misc. Provision Act. 1952 (latest).</li> <li>f) Valid Registration Certificate under Contract Labour Act (Regulation &amp; Abolition) 1970.</li> <li>g) Training Certificate on Form 6 issued by licensed training agency in terms of Private Security Agency Model Regulation 2006 or agency should be authorized to impart training from authorized trainer/ training centre.</li> <li>h) Registration Certificate for Service Tax.</li> <li>i) Solvency certificate from its Banker specifically for the purpose of the work for an amount ₹ 2,60,00,000/- (Rupees</li> </ul>	Scanned copies of the Registration Certificates to be uploaded.



	Two Crores and Sixty Lakhs Only). The issue date of the solvency certificate should not be older than March 31, 2024.	
5.	The bidder should have Office at Kanpur with sufficient manpower to take care of replacement/reliever.	Complete Address along with the relevant proofs to be submitted

## 1.2 Details of the company/firm/agency:

- The full particulars of the Company/Firm/Agency, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles 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 name(s) and address(es)' etc. are required to be submitted (Scanned copy to be uploaded).
- Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given (Scanned copy to be uploaded).
- Written information about the names and address of the Bankers with full details like names, present contact / postal addresses, e-mail IDs, telephone (landline and mobile) nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished (Scanned copy to be uploaded).

**1.3** The bidder shall be required to enclose the Check List as given in [Annexure–III](#). Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB).

**1.4** Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.



**1.5** Intending tenderers have to deposit a sum of ₹ 5,20,000/- (Rupees Five Lakhs and Twenty Thousand Only) as EMD paid through NEFT/ Net banking only to following account:

Beneficiary Name- Reserve Bank of India  
Beneficiary A/c No – 186003001  
IFSC - RBIS0KNPA01 (5th and 10th digit is Zero)

**1.6** Tenders without EMD will not be accepted under any circumstances.

**1.7** EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fail to execute the contract or award of work.

## **2. PART- II (Financial bid)**

**2.1** Part-II of the online tender should only contain the service provider's quoted rates in Proforma of financial bid.

**2.2** The tendered rates shall be inclusive of all the liabilities of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI and EPF (if applicable) contributions, etc. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of materials, labour and tools/machinery, etc. required at the site. The rates should be in conformity to Minimum Wages Act 1948 as published by Central Government. Kindly note that the State Government prescribed rates are NOT to be quoted.

**2.3** Financial Bids not conforming to the statutory obligations like Minimum Wages (as per Central Government of India notification), EPF, ESI, Bonus etc. are liable to be rejected.

**2.4** All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive.

**2.5** To assist in the examination, evaluation, comparison of the Tenders and qualification of the tender, the Bank may, at its discretion, ask any bidder for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted.

**2.6** In cases of variation of quoted amount of more than 5% from the estimated cost of work, a justification may be sought from the tenderer.



2.7 If a tenderer does not provide clarifications/justifications of its Tender by the date and time set in the Bank's request for clarification/justification, its Tender shall be liable to be rejected.

3. **Opening of Tender.** As per the procedures laid down in [Section-I](#) hereto for opening of tender.

3.1 Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

3.2 The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3 Conditional bids will also be summarily rejected.

3.4 The Part-II (Financial bid) of only those tenderers' who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.

3.5 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.

**Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.**

For and on behalf of: \_\_\_\_\_ (Name of firm and seal)  
Signature : \_\_\_\_\_ (Authorized Signatory)  
Name of the person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

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



**TECHNICAL BID FORM - 1**  
**(To be given on tenderer's letter head)**

The Regional Director  
Reserve Bank of India  
M.G. Road  
Kanpur- 208001  
(Uttar Pradesh)

Madam/ Dear Sir,

**E-Tender for Annual Service Contract for providing Unarmed Private Security  
Guards for guarding RBI Office Premises & Residential Colonies located in  
Kanpur**

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

- a. I/ We certify that before signing this bid, I/ We have read and fully understood all the terms and conditions and instructions laid down in tender document and undertake to abide by them.
- b. I/ We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/ other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, Leave, relieving charges, uniform, etc., also need to be paid as prescribed under various statutes, by me / us.
- c. I/ We will pay the Earnest Money Deposit of **₹ 5,20,000/- (Rupees Five Lakhs and Twenty Thousand Only)** through NEFT/ Net banking only.
- d. On receiving the award of contract, ***I/We will furnish a Performance Bank Guarantee @ 10% of the contract value, within 15 days of award of contract and the same shall be valid for two months beyond the Defect Liability Period.***





- e. I / We also understand that the Regional Director, Reserve Bank of India, Kanpur has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- g. I/ We have valid registration in respect of Employees Provident fund/ Employees State Insurance/ Service Tax /GST etc., copies of which are enclosed herewith.
- h. I/ We agree and undertake, if our bid is successful and accepted, to provide unarmed private security guards in accordance with the requirement of the Bank.
- i. I/ We also understand that the security deposit, will be forfeited by the Bank in the event of failure on my/ our part to execute the agreement within the specified time or failure on my/ our part to duly execute the work or invoke the Bank Guarantee in case of breach attributable to me/ us of the terms and conditions of the agreement.
- j. I/we hereby also declare that the statements made and the information provided in the Bid are complete, true and correct in every detail.

Yours faithfully,

For and on behalf of: \_\_\_\_\_ (Name of firm and seal)  
Signature : \_\_\_\_\_ (Authorized Signatory)  
Name of the person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

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



## **TECHNICAL BID FORM - 2: DETAILS OF THE BIDDER**

S.No.	Information Required	Comments of the Bidder	Page No. ____ to ____ in the technical bid submittal
1.	Category of Bidder (Proprietor/ partnership Firm/ LLP/ Company)		
2.	Name of Bidder (mention name of firm/ company and name of proprietor/ directors)		
3.	Registration No. and Legal Status of Bidder		
4.	Date of Incorporation/ registration		
5.	Office address of Bidder with contact & communication details		
6.	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: Mobile: E-mail	
7.	Address of Kanpur Office of the Bidder, with contact & communication details		
8.	Financial Eligibility: Minimum annual turnover of amount equal to ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) from provision of providing security guards services, during the last three financial years i.e., up to March 31, 2023.  (Certificate specifying turnover for FY 2020-21, FY 2021-22 and FY 2022-23 as per <a href="#">Annexure – V</a> and duly certified by the practicing chartered accountant with		



	Unique Document Identification Number (UIDN) on the certificate)		
9.	Experience: Proof of being continuously in business (for providing security guards) for at least five years <b>as on June 30, 2024</b> (Details of experience has to be submitted as per <a href="#">Annexure I</a> ).		
10.	<p>The estimated cost of the contract is approx. ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only). The agency is required to submit proof of experience of having successfully providing similar services to Government Departments/ Offices, Airports, banks, Financial Institutions, Training centres, MNCs etc. during last five years ending June 30, 2024 as per criteria given below (submit copies of work orders):</p> <p>(a) Three similar works, <u>each</u> costing not less than ₹ 1,04,00,000/- (Rupees One Crore and Four Lakhs only), i.e. 40% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Two similar works, <u>each</u> costing not less than ₹ 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only), i.e. 50% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) One similar work, costing not less than ₹ 2,08,00,000/- (Rupees Two Crores and Eight Lakhs only), i.e. 80% of the estimated cost.</p>		
11.	<p>Bank Details of Bidder</p> <p>All the information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details should be enclosed</p>		
12.	Copy of "The Private Security Agencies (Regulation) Act, 2005" license for the state of Uttar Pradesh.		



13.	Registration Certificate under Shops & Establishment Act.		
14.	Certificate from ESI Corporation (latest)		
15.	Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest)		
16.	Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970		
17.	Training Certificate on Form 6 issued by licensed training agency in terms of Private Security Agency Model Regulation 2006 or agency should be authorized to impart training from authorized trainer/ training center.		
18.	Registration Certificate for Service Tax		
19.	PAN card details of the company		
20.	Solvency certificate from its Banker specifically for the purpose of the work for an amount ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only). The issue date of the solvency certificate should not be older than March 31, 2024.		
21.	Details of training infrastructure for training of security guards.		

For and on behalf of: \_\_\_\_\_ (Name of firm and seal)  
Signature : \_\_\_\_\_ (Authorized Signatory)  
Name of the person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

Note: The above-mentioned list is not an exhaustive list to decide the eligibility of the firm/agency. It is the responsibility of the firm/agency to go through the complete bid document and submit the requisite documents to establish his/her eligibility as per the stipulated requirement.

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



## Annexure -I

### Details of Experience (On Bidder's letter head)

Name of the Applicant: \_\_\_\_\_

S.No.	Client Details	Brief Description of Work (e.g. No of security guards deployed etc.)	Date of start of work	Work completion date	Cost of Work	Experience/Work Completion Certificate attached	
						Yes	No
1.							
2.							
3.							

Furnishing of details in all the columns is mandatory. The work shall be filled in chronological order with oldest work filled first.

Proof of being continuously in business (for providing security guards) for **at least five years as on June 30, 2024 is mandatory eligibility criteria.**

For and on behalf of: \_\_\_\_\_ (Name of firm and seal)  
Signature : \_\_\_\_\_ (Authorized Signatory)  
Name of the person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

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

**Annexure –II****CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF FIRM/COMPANY  
PROVIDING SECURITY GUARDS**

To,  
The Regional Director  
Reserve Bank of India  
M.G. Road  
Kanpur – 208001  
(Uttar Pradesh)

Name and address of the Client: -

Details of service availed from M/s.....

S. No	Particulars	Comments
1.	Nature of service availed	
2.	Agreement No. and date	
3.	Agreement amount firm/ agency/ company	
4.	Since when dealing with the company/ agency /firm	
5.	Number of personnel provided: a. Security Supervisors b. Security Guards (Armed) c. Security Guards(Unarmed) d. Other trained persons e. Untrained persons	
6.	Comments regarding adherence of terms and conditions of contract	
7.	Any penalty imposed for non - adherence of terms and conditions of contract	
8.	Any other information	

Client reports for satisfactory completion/performance from minimum three different clients.

(Authorize Signatory) \_\_\_\_\_  
Name of Authorize Signatory \_\_\_\_\_  
Designation of Authorize Signatory \_\_\_\_\_

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



## Annexure –III

### CHECK LIST FOR SUBMISSION OF BID

Name of the Bidder \_\_\_\_\_

S.No.	Item	Page No.____ to____ in the Technical Bid Submittal
1.	Earnest Money Deposit (EMD) through NEFT / Net Banking and upload the details on the MSTC portal	
2.	Copy of "The Private Security Agencies (Regulation) Act, 2005" license for the state of Uttar Pradesh.	
3.	Registration Certificate under Shops & Establishment Act.	
4.	Certificate from ESI Corporation (latest)	
5.	Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest)	
6.	Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970	
7.	Registration Certificate for Service Tax	
8.	PAN card details of the company	
9.	Solvency certificate from Banker specifically for the purpose of the work for an amount ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only). The issue date of the solvency certificate should not be older than March 31, 2024.	
10.	Minimum annual turnover of amount equal to ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) from provision of providing security guards services, during the last three financial years i.e., up to March 31, 2023.  (Certificate specifying turnover for FY 2020-21, FY 2021-22 and FY 2022-23 as per <a href="#">Annexure – V</a> and duly certified by the practicing Chartered Accountant with Unique Document Identification Number (UIDN) on the certificate)	
11.	Experience: Proof of being continuously in business (for providing security guard services) for at least five years <b>as on June 30, 2024</b> . (Details of experience has to be submitted as per <a href="#">Annexure I</a> ).	



12.	<p>The estimated cost of the contract is approx. ₹ 2,60,00,000/- (Rupees Two Crores and Sixty Lakhs Only) per annum. The agency is required to submit proof of experience of having successfully providing similar services to Government Departments/ Offices, Airports, banks, Financial Institutions, Training centres, MNCs etc. during last five years ending June 30, 2024 as per criteria given below (submit copies of work orders):</p> <p>(a) Three similar works, <u>each</u> costing not less than ₹ 1,04,00,000/- (Rupees One Crore and Four Lakhs only), i.e. 40% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Two similar works, <u>each</u> costing not less than ₹ 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only), i.e. 50% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) One similar work, costing not less than ₹ 2,08,00,000/- (Rupees Two Crores and Eight Lakhs only), i.e. 80% of the estimated cost.</p>	
13.	Client reports from minimum three different clients. (As per <a href="#">Annexure II</a> )	
14.	<a href="#">Technical Bid Form -1</a>	
15.	<a href="#">Technical Bid Form – 2</a>	
16.	Financial Bid*	

\* To be submitted online only.

I/We have checked the above list with our submittal. I/We are aware that if the bid does not contain above documents, our bid is likely to be rejected.

(Authorize Signatory) \_\_\_\_\_

Name of Authorize Signatory \_\_\_\_\_

Designation of Authorize Signatory \_\_\_\_\_

Note: The above-mentioned list is not an exhaustive list to decide the eligibility of the firm/agency. It is the responsibility of the firm/agency to go through the complete bid document and submit the requisite documents to establish his/her eligibility as per the stipulated requirement.

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





## Annexure –IV

### Undertaking by the Bidder

1. I/We M/s.....hereby submit that presently my/our firm is registered with all of the authorities as mentioned below and attached the proof for the same: -

S.No.	Registration For	Registered
A.	Certified copy of certificate of registration/ incorporation applicable to legal status	
B.	The Private Security Agencies (Regulation) Act, 2005" license for the state of Uttar Pradesh.	
C.	Registration Certificate under Shops & Establishment Act.	
D.	Registration from EPF Organization under EPF & Misc. Provision Act. 1952	
E.	Registration from ESIC	
F.	Registration of GOODS & Services Tax	
G.	PAN Card	
H.	Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970	

2. Further I/We M/s..... hereby confirm the following:

- Our Firm has not abandoned any work in last Five Years, i.e. since April 01, 2019.
- Contract with any organisation have not been terminated due to poor performance.
- Security deposit has not ever been forfeited by any contracted party.
- Our Firm have not been blacklisted/ debarred by any organisation, since April 01, 2019.

For and on behalf of: \_\_\_\_\_ (Name of firm and seal)  
Signature : \_\_\_\_\_ (Authorized Signatory)  
Name of the person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

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

**Annexure –V****Certificate of Annual Turnover  
(On Chartered Accountant Letter Head with UDIN)****Name of the Bidder:** \_\_\_\_\_

S. No.	Financial Year	Annual Turnover (Amount in Rs.)
1.	FY 2020-21	
2.	FY 2021-22	
3.	FY 2022-23	

This is to certify that the information contained above is correct as per the audited financial accounts of the Bidder.

UDIN No.

Date:

(Signature, Name and Seal of the CA)

**Note: -**

- The above Form shall be duly filled and duly certified by a practicing Chartered Accountant with Unique Document Identification number (UDIN) on the certificate.
- Bidder shall also submit audited financial accounts of FY 2020-21, FY 2021-22 and FY 2022-23.
- Annual Turnover represents the revenue generated by the firm/agency by providing Security Services during a particular year.



## **Annexure –VI**

### **Details of Banker (s)**

<b>Particulars</b>	<b>Banker 1</b>	<b>Banker 2</b>
Name of the Branch and its complete postal Address, IFSC code of the Branch		
Name and Job-title of the Contact Person along with his/her Telephone No(s) and Fax No.(s) etc.		
Type of Account and Account No.		
Whether Credit Facility/ Overdraft Facility enjoyed by the agency.		
The period from which the agency has been Banking with the Banker.		
Any other information which the vendor may like to furnish about Bankers:		
<p>(Authorize Signatory) _____</p> <p>Name of Authorize Signatory_____</p> <p>Designation of Authorize Signatory_____</p>		

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



## Annexure – VII

### Evaluation Matrix

S. No	Evaluation Parameter	Marks	Remarks
1.	<b>Number of years in security services business</b>	<b>Maximum 20 Marks</b>	
	a) above 5 years but less than 6 years as on June 30, 2024	10 Marks	
	b) More than 5 years	10 Marks	1 mark for each completed full year over and above 5 years as on June 30, 2024 with a maximum ceiling of 10 marks
	c) More than 10 years	20 Marks	
.			
2.	<b>Nos. of Ex- servicemen (ESM) employed as security guards on the roll of the agency in ESI/EPF</b>	<b>Maximum 20 Marks</b>	
	a) Up to 150	10 Marks	
	b) More than 150 and up to 200	15 Marks	
	c) More than 200	20 Marks	
3.	<b>Turnover (FY 2022-23)</b>	<b>Maximum 20 Marks</b>	
	a) Up to 3 Crores	10 Marks	
	b) More than 3 Crores and up to 5 Crore	15 Marks	
	c) More than 5 Crores	20 Marks	
4.	<b>Empanelled/ Services rendered with (deployment of minimum 20 security guards on a daily basis)</b>	<b>Maximum 20 Marks</b>	<b>Consolidated score</b>
	a) Reserve Bank of India offices or its residential buildings Central Government departments or its residential building	10 Marks	If services are rendered to all categories i.e. "a" "b" and "c". Marks will be



	b) State Government department or its residential accommodation /	05 Marks	awarded as a+b+c
	c) Public Sector Banks/Units/Insurers	05 Marks	
<b>5.</b>	<b>Training Infrastructure for security guards</b>	<b>Maximum 10 Marks</b>	
	a) Own Security Education and Training Institute, or	10	Either (a) or (b)
	b) MOU with other Central or State government recognised institutes/training establishment	10	
<b>6.</b>	<b>Quality Related Marks</b>	<b>Maximum 10 Marks</b>	<b>Consolidated score</b>
	a) ISO 18788: 2015	10 Marks	



## Annexure – VIII

### **Proforma of Performance Bank Guarantee for Security Deposit**

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
Reserve RBI of India  
M.G. Road  
Kanpur – 208001  
(Uttar Pradesh)

Madam/ Dear Sir,

### **Performance Bank Guarantee for Security Deposit**

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, and out of all other offices, one situated at Main Office Building, M. G. Road, Kanpur (hereinafter called "the RBI") has awarded the Contract for providing Unarmed Private Security Guards for guarding RBI Office Premises & Residential Colonies located in Kanpur (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 ₹ 26,00,000/- (Rupees Twenty-Six Lakhs only) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount of ₹ 26,00,000/- (Rupees Twenty-Six Lakhs only) 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 ₹ 26,00,000/- (Rupees Twenty-Six Lakhs 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 ₹ 26,00,000/- (Rupees Twenty-Six Lakhs only). We also agree to undertake to and confirm that the sum not exceeding ₹ 26,00,000/- (Rupees Twenty-Six Lakhs 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.

2. 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.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ 26,00,000/- (Rupees Twenty-Six Lakhs only).
- b) Our liability under these presents shall not exceed the sum of ₹ 26,00,000/- (Rupees Twenty-Six Lakhs 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 upto \_\_\_\_\_ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or \_\_\_\_\_ on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us



under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

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





## **PART II**

**RESERVE BANK OF INDIA  
PROTOCOL & SECURITY CELL (HRMD)  
KANPUR**

### **FINANCIAL BID**

**e-Tender No. RBI/Kanpur Regional Office/Others/4/24-25/ET/259**

### **E-TENDER for**

**Annual Service Contract for providing Unarmed Private Security Guards for guarding  
RBI Office Premises & Residential Colonies located in Kanpur**



## **PART – II**

### **PROFORMA OF FINANCIAL BID**

In connection with the above and in full agreement with the terms and conditions as stipulated by you, I/we state as under:

<b>Lot Details</b>	
<b>Lot No:1</b>	
<b>Lot Name: <u>Unarmed Private Security Guards</u></b>	
<b>Quantity : 40</b>	
<b>Price Parameters</b>	<b>Company Name : PAN :</b>
(a) Cost Per Head/ Per Month Amount (as per the Tender Document)	
(b) Service Charge (In percentage terms) (NIL Service Charge shall not be accepted)	
(c) Per Unit Cost (IN INR) $(a+(a*b/100))$	
<b>Total Cost (IN INR) <math>(c*40)</math></b>	

***Please note that rates quoted should be exclusive of GST and GST @ 18% or as specified by GST council will be added automatically to each quoted rate while quoting to arrive at final rates.***

### **FINANCIAL BID TO BE FILLED THROUGH ONLINE PORTAL ONLY**

#### **NOTE:**

- The rates to be quoted in accordance with latest GOI notification on minimum wages File No. 1/7(6)/2024-LS-II dated 01/04/2024 under WATCH & WARD (without arms) for Area A". These rates should also be in conformity with other mandatory charges i.e., EPF, ESI, EDLI, Bonus etc. as per latest notifications.
- The rates quoted for are inclusive of reliever charges. No extra amount will be paid for posting a reliever.
- I/ We hereby confirm that the Basic Wages plus VDA quoted above are not less than the current minimum wages stipulated by the latest notification of Ministry of Labour and Employment, Government of India and that other mandatory charges i.e., EPF, ESI, EDLI, Bonus etc. are in conformity with the corresponding statutory provisions.*
- I/We agree that the Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.



For and on behalf of: \_\_\_\_\_ (Name of firm and seal)  
Signature : \_\_\_\_\_ (Authorized Signatory)  
Name of the person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Seal of the Bidder : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_



## Wage analysis

**It is for illustrative purposes only and the same should not be submitted with Technical Bid. It should be submitted at Online Portal under Section-Financial Bid**

**A. Manpower Charges** - As per Revised wage-structure w.e.f. April 01, 2024 (In accordance with GOI Circular - F.No.1/ 7(6)/2024-LS-II dtd. 01.04.2024

**(Amount in ₹)**

S. No	Wage Breakup (Unarmed Security Guards)	Detail
1.	Minimum Wages (A)* (Basic + VDA)	948
2.	Total wages in ₹ for 26 days (B) (A*26)	24,648
3.	ESI @3.25% of B (if applicable)	NA on total wages above 21000
4.	EPF @12% of B (Basic + VDA is subject to maximum limit of Rs. 15,000/- per month for EPF calculation)	1,800
5.	EDLI @ 0.5% of B (Basic + VDA is subject to maximum limit of Rs. 15,000/- per month for EDLI Calculation)	75
6.	Admin Charges @ 0.5% of B (Basic + VDA is subject to maximum limit of Rs. 15,000/- per month for EDLI Calculation)	75
7.	HRA @ 24 % of B or Rs 5,400/- (C) (whichever is higher)	5,915.52
8.	ESI @ 3.25% of C (if applicable)	NA on total wages above 21000
9.	Bonus @ 8.33% of B (if applicable)	NA on total wages above 21000
10.	Uniform Outfit Allowance @ 5% of B	1,232.40
11.	Uniform Washing Allowance @ 3% of B	739.44
12.	Sub Total of S. No. 2 to S. No. 11 (D)	34,485.36
13.	Reliever charge (E) (1/6 <sup>th</sup> of D)	5,747.56
14.	Sum Total Cost Per Head/ Per Month Amount (D + E)	40,232.92
15.	Total Guards to be deployed#	40
16.	Manpower Cost per month (F) (excluding Service charge and GST)	16,09,317 (round-off)

\*The wages are subject to wage revision as per minimum wage act 1948 as notified by Ministry of labour, GOI from time to time.

#The Bank reserves the right to increase or decrease the number of Security Guards/ workmen/Persons to be deployed before awarding the work or anytime during the currency of contract depending upon the actual/incidental or ongoing requirements.



## **B. Service Charges**

<b>Description</b>	<b>In terms of Percentage per month on Total per head/per month amount</b>
Service Charges should include: All expenditure on providing managerial supervisory/administrative services by all means to get the work done through deployed Security Service Staff.	Nil Service Charge will not be accepted

### **Note:**

- Wages are subject to amendments as and when promulgated from time to time by statutory Authorities. Increase of VDA by Govt. of India w.e.f. 01.04.2024 has been incorporated in the category wise wage calculation and any further increase of VDA will be incorporated in the monthly consolidated wages.
- Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1<sup>st</sup> April and 1<sup>st</sup> October every year.
- The rates should be in conformity to Minimum Wages Act 1948 as publishes by Central Government. **Kindly note that the State Government prescribed rates are not to be quoted.**
- Agency needs to provide Wage Slip pertaining to payment to employees.
- Documents supporting payment of PPF/ESI/EPF etc. needs to be produced with the bills.
- TDS as applicable will be deducted from all the bills and TDS Certificate will be issued to the Party.
- Calculation of PF, ESI, Bonus as per Bonus Act & weekly off/reliever charges will be based on the monthly consolidated wages inclusive of VDA.
- Service Charge is to be quoted in terms of percentage only (not in absolute amount terms).**
- Service charge will be in terms of % per month on total per head/per month amount.**



- j) To accommodate and to promote competitiveness among the agencies, RBI Kanpur advises the agencies to determine the service charge on parameters such as Deployment / Training Cost, Administrative & Overhead Charges, Uniform/ knitting Cost, insurance related cost & Profit Margin. **Very low Service Charge rate will be considered as disguised and frivolous bids.**
- k) The rate of service charge (in terms of percentage) will remain fixed and the amount of service charge (in terms of ₹ ) will increase / decrease as per Govt. of India orders related to increment / decrement in VDA Charges.
- l) Service Charges (Agency Charges) can be retained by the Agency and all other elements are to be passed on to respective authorities'/staff deployed.
- m) **All rates are to be quoted exclusive of GST, i.e. the amount quoted shall not include GST.** GST shall be reimbursed on actual basis on production of appropriate documentary evidence.
- n) All the elements as mentioned above are to be passed on to respective authorities/guards. Copy of proof of payments of statutory dues and payments to guards in their respective Bank accounts are to be submitted along with subsequent month's bill.
- o) Bidders may visit [www.clc.gov.in](http://www.clc.gov.in) for Central Labour Wages for employment of personnel of the central sphere, for watch and ward duties.
- p) As proof of the actual remunerations paid to the deployed Security Guards, Security Agency shall submit a copy of Banker's challan vide which the payments are made to the employee's Bank account.
- q) As proof of the actual contribution made towards Employees Provident Fund and ESIC, Security Agency shall submit a copy of Banker's challan vide which the payments are made to the EPFO and ESIC.

Signature of the Bidder :  
Name and Address of the Bidder :  
Telephone No. :  
E-mail Address :  
Date :  
  
Place :