

29 जून 2024

# भारतीय रिज़र्व बैंक, पटना के मुख्य कार्यालय भवन और आवासीय परिसर में निजी सुरक्षा पर्यवेक्षकों और निजी सुरक्षा गार्ड (निहत्थे) की तैनाती के लिए निविदा

उपर्युक्त कार्य के लिए योग्य ठेकेदारों/ फर्मों से एमएसटीसी पोर्टल के माध्यम से ई-निविदाएं आमंत्रित की जाती हैं जिसकी अनुमानित लागत ₹3.75 करोड़ है। बोली लगाने की अंतिम तारीख 19.07.2024 को अपराहन 02:00 बजे निर्धारित की गई है।

निविदा आमंत्रण सूचना संख्या तथा समयसीमा निम्नवत है:

क्र.सं.	गतिविधि	संभावित तारीख
1.	प्रेस-वेब विज्ञापन की तारीख	29.06.2024
2.	ई-निविदा सं.	RBI/Patna Regional Office/HRMD/1/24-25/ET/116[Deployment of Private
		Security]
3.	निविदा का तरीका	ई-प्रॉक्युर्मेंट सिस्टम
		( <u>www.Mstcecommerce.com</u> के माध्यम से ऑनलाइन भाग । - तकनीकी-वाणिज्यिक बोली
		तथा भाग ॥ - कीमत बोली)
4.	सभी पक्षकारों के लिए डाउनलोड किए जाने के	_
	लिए उपलब्ध निविदा आमंत्रण सूचना (पूर्ण निविदा के साथ) की तारीख	29.06.2024 को अपराह्न 02:00 बजे
5.	भारतीय रिज़र्व बैंक, मानव संसाधन प्रबंध	05.07.2024 को अपराह्न 03:00 बजे
	विभाग, पटना के मुख्य कार्यालय भवन में बोली-	
	पूर्व बैठक की तारींख (ऑफलाईन)	
6.	बयाना जमा राशि	₹7,50,000/-
	(सिर्फ सफल बोलीदाता द्वारा ही देय राशि)	
7.	बोली आरंभ करने की तारीख -	29.06.2024 को अपराह्न 02:00 बजे
	www.Mstcecommerce.com पर ऑनलाइन तकनीकी-वाणिज्यिक बोली तथा कीमत बोली	
	प्रस्तुत करने के लिए ई-निविदा आरंभ होने की	
	तारीख	
	<del></del>	
8.	बोली बंद किए जाने की तारीख - तकनीकी- वाणिज्यिक बोली तथा कीमत बोली प्रस्तुत करने	19.07.2024 को अपराह्न 02:00 बजे
	के लिए ऑनलाइन ई-निविदा बंद होने की	13.07.2024 का जनराह 02:00 वज
	तारीख	

9.	भाग। (अर्थात तकनीकी-वाणिज्यिक बोली) खोले जाने की तारीख और समय: भाग॥ - (कीमत बोली): भाग॥ - (कीमत बोली) उसी दिन या वेंडरों को सूचित की गई बाद की किसी तारीख को खोला जाएगा।	19.07.2024 को अपराह्न 03:00 बजे
10.	लेन देन फीस	लेन देन फीस का भुगतान MSTC Limited के पक्ष मे MSTC पेमेंट गेटवे /NEFT /RTGS के माध्यम से

भविष्य में जारी किए गए किसी भी संशोधन/शुद्धि-पत्र,यदि कोई हो, को केवल RBI / MSTC वेबसाईट पर अधिसूचित किया जाएगा और अखबार में प्रकाशित नहीं किया जाएगा।

> ह/-सुजीत कुमार अरविंद क्षेत्रीय निदेशक (बिहार)



# Reserve Bank of India, Patna Human Resources Management Department

#### **E-Tender Notice**

# Tender for Deployment of Private Security Supervisors and Private Security Guards (Unarmed) at Main Office Building and Residential Premises of Reserve Bank of India, Patna

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# **E-Tender Notice**

Tender invited for Deployment of Private Security Supervisors and Private Security Guards (Unarmed) at Main Office Building and Residential Premises of Reserve Bank of India, Patna

Reserve Bank of India invites E-Tender for engaging Private Security Agency for providing Private Security Supervisors and Private Security Guards (Unarmed) for Main Office Building and Residential Quarters and of Reserve Bank of India, Patna.

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

a. E-Tender No	RBI/Patna Regional Office/HRMD/1/24- 25/ET/116[Deployment of Private Security]
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid & Part II - Financial Bid through <a href="http://mstcecommerce.com">http://mstcecommerce.com</a> )
c. Date of NIT available to parties to download tender documents	02:00 pm of June 29, 2024
d. Pre-Bid meeting	03:00 pm of July 05, 2024 Venue: Reserve Bank of India, 2nd Floor, South Gandhi Maidan, Patna.
e. i) Earnest Money Deposit	₹7,50,000/- through NEFT RBI, A/c.No186003001, IFSC Code: RBIS0PTPA01 (5th & 10th digit is zero) Please mention UTR transaction details while applying.
ii) Tender Fees	NIL
f. Last date of submission of EMD	02:00 pm of July 19, 2024
g. Date of Starting of E-Tender for submission of online Techno-Commercial Bid and Financial Bid	02:00 pm of June 29, 2024

h. Date of Closing of Online e-tender for submission of Techno-Commercial Bid &	02:00 pm of July 19, 2024
Financial Bid.	
i. Date & Time of Opening	03:00 pm of July 19, 2024
of Part-I (Techno-Commercial Bid)	
Date of Opening of Part II (Financial Bid)	
shall be informed separately	
j. Transaction Fee (To be submitted	Payment of Transaction fee as mentioned in the
	MSTC portal through MSTC payment gateway
MSTC E- Payment Gateway for	/NEFT/RTGS in favour of MSTC LIMITED.
participating in the E- Tender)	

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

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

Amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (under 'Tenders' link) and MSTC Website as given above and will not be published in the newspaper.

Regional Director Reserve Bank of India, Patna



# **RESERVE BANK OF INDIA, PATNA**

E-TENDER NOTICE - Deployment of Private Security Supervisors and Private Security Guards (Unarmed) at Main Office Building and Residential Premises of Reserve Bank of India, Patna

Reserve Bank of India invites E-Tender from established & reputed entities for deployment of Private Security Supervisors and Private Security Guards (Unarmed) at Bank's Main Office Building and Residential Colonies at Patna. Only companies/ firms having minimum five years of requisite experience (as on March 31, 2024), in undertaking work of similar nature and providing services to Government Departments/Public/Private Sector institutions with a contract value as mentioned in the tender need to apply for the work. This contract will initially be valid till March 31, 2025 and may be extended further for two years (one year at a time) based on the yearly review thereof. Extension of the contract will be at the discretion of the Bank.

The tendering would be done through the e-Tendering portal of MSTC Ltd (<a href="http://mstcecommerce.com">http://mstcecommerce.com</a>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is detailed in Para 1.1 (Page 6).

Intending tenderers shall pay as **earnest money a sum of ₹7,50,000/-** by way of NEFT to Reserve Bank of India, Patna.

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

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

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

Regional Director, Reserve Bank of India, Patna

# 1.1 Schedule of Tender Process

а	Estimated cost of the work	₹3.75 crore per year
b	EMD (through NEFT) Please intimate/forward the transaction details (UTR number) to rajitmehan@rbi.org.in and gpsingh@rbi.org.in and upload on http://mstcecommerce.com	₹7,50,000/- by NEFT to RBI, A/c.No186003001, IFSC Code: RBIS0PTPA01 (5th & 10th digits are zero). Please mention UTR transaction details while applying.
С	Performance Bank Guarantee:	Performance Bank Guarantee for an amount equal to 5% of the contract value for the entire period of the contract for due fulfillment of the contractual obligations by the contractor. (Annex-VI)
d	Tender documents can be downloaded from	http://mstcecommerce.com
е	Date and place of Pre-bid meeting	03:00 pm of July 05, 2024 Venue: Reserve Bank of India, HRMD, South Gandhi Maidan, Patna.
f	Last date of submission of completed Bid	02:00 pm of July 19, 2024
g	Date & time of opening of Part I (Techno-Commercial Bids)	03:00 pm of July 19, 2024
h	Date & time of opening of Part- II (Financial Bids)	Shall be intimated to all Tenderers who qualify Part I of the tender after scrutiny of Techno – Commercial bids
i	Commencement Date	As specified in the work order /Tender/NIT
j	Validity of the tender	90 days from the date of opening of Techno – Commercial bid
k	All disputes arising shall be subject to the jurisdiction of	Patna

# Section I Important instructions for E-Tender

Bidders are requested to read the terms & conditions of this tender before submitting their 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/her bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected to the Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

# <u>SPECIAL NOTE:</u> THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>

- 1). Vendors are required to register themselves online with <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>→ 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 of the registration form.

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

# **Contact Person (RBI Patna)**

Shri Rajit Mehan, Manager (Personnel)

email- rajitmehan@rbi.org.in

Shri Nagesh Panakanti, AM (Security)

email: <a href="mailto:nageshpanakanti@rbi.org.in">nageshpanakanti@rbi.org.in</a> Shri Gajendra Pratap Singh, AM

email: <a href="mailto:gpsingh@rbi.org.in">gpsingh@rbi.org.in</a>

# Contact Person (MSTC Ltd)

MSTC Central Help Desk: 07969066600

Email: helpdesk@mstcindia.co.in

- (i) Mr. Amit Kumar <u>akgoutam@mstcindia.co.in</u> (9886624201)
- (ii) Mr. Sabyasachi Mukherjee smukherjee@mstcindia.co.in (7278030407)

# **B) System Requirement:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box, following settings may be applied.

Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".

# Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

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://mstcecommerce.com">http://mstcecommerce.com</a> once)

- 2. The Techno-commercial Bid and the Financial Bid shall have to be submitted online at <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>. Tenders will be opened electronically on specified date and time as given in the Tender.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

#### 4. Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. 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.

#### Transaction fee is non-refundable.

A vendor will not have access to online e-tender without making the payment towards transaction fee.

#### NOTE:

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

- 5. Corrigendum or notice regarding extension of dates of submission of bids etc. will be uploaded only on MSTC portal and RBI website during the tendering process till finalization of tender. Vendors are required to ensure that their corporate email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6. E-tender cannot be accessed after the due date and time mentioned in NIT.

# 7. Bidding in e-tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (if any) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://mstcecommerce.com">http://mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.
- 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/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use **Attach Doc button** to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as a 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.

- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 1) The tender inviting authority reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- 8. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 9. No deviation to the technical and commercial terms & conditions are allowed. Correction in the bids is also not allowed after last date for submission of bids.
- 10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 11. Vendors are requested to read the **vendor guide** and see the video on the page <a href="http://mstcecommerce.com">http://mstcecommerce.com</a> to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at <a href="https://mstcecommerce.com">0612-2506169</a> well in advance and bidders are advised to avoid any last-minute rush. In case any technical assistance is required from MSTC, bidders must contact MSTC at least one day before the e-tender closing day and get all their queries resolved.

#### Section - II

#### **Instructions to Tenderers**

**2.1** Reserve Bank of India, Human Resource Management Department, Patna invites online e-tenders on <a href="http://mstcecommerce.com">http://mstcecommerce.com</a> in **two parts** from the eligible tenderers. Eligible Tenderers have to submit **Part I** (Techno-Commercial bid) and **Part II** (Financial bid) online.

#### 2.2 E-TENDER Document:

2.2.1 TENDER shall consist of documents (Part-I & Part-II). Part I contains technical and commercial eligibility conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India, Patna for the purpose.

Part-II contains only financial bid.

2.2.2 Tenderers are advised to study the E-TENDER documents thoroughly. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

# 2.3 Obtaining of TENDER documents:

(a) The E-Tender Document / Notice Inviting Tender may be downloaded from <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>. Interested parties, if they so desire, may contact the officials on the phone /e-mail indicated in the tender for any further clarification.

# 2.4 Pre-bid Meeting

Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in the E-Tender Notice, to answer any queries / provide clarifications that the Tenderers may have in connection with the work and to give them relevant information regarding the same. The tenderers are encouraged to attend the pre-bid meeting to resolve queries, if any, and check the RBI website for minutes of the pre-bid meeting. It may be noted that no queries/request for clarifications shall be entertained by Reserve Bank of India after the pre-bid meeting.

#### 2.5 Amendment to E-TENDER Document

- 2.5.1 At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on <a href="https://www.rbi.org.in">www.rbi.org.in</a> for information of prospective bidders.
- 2.5.2 In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

# 2.6 Preparation of Tender

#### 2.6.1 Part I / Techno - Commercial Bid

- (i) All **Sections** and **Annexures** are part of Techno-Commercial bid. All the sections and annexures must be signed and stamped by the Tenderers.
- (ii) Tenderer must fill all the details specified in different sections and attach the necessary documents etc.
- (iii) EMD shall be part of Techno-Commercial bid. The amount of EMD is indicated in clause 1.1(b)
- (iv) Tenderers must submit all documents for pre-qualification criteria and other documents as stated in the tender by uploading scanned copy of all documents on <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>

#### 2.6.2 Part II /Financial Bid:

- (i) Bid shall be quoted in terms of individual components (as listed in Page 45) of service charge percentage (exclusive of GST) in the prescribed format only. The breakdown details of the individual service charge percentage are mentioned in the tender document.
- (ii) The bid should be quoted strictly in line with the price schedule leaving no row blank whatsoever to avoid any ambiguity.
- (iii) The tenderer should ensure that all rows of the Financial Bid are duly filled and no row is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- (iv) If any rows of the Financial Bid are found blank, then the tender of the respective Tenderers shall be treated as non-responsive and will be rejected by the RBI and further EMD of the tenderer shall be forfeited. However, the Bank may also review this matter as per applicable tender clause(s), if required.
- 2.6.3 It will be imperative on the part of each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost. No request for the change of price or time schedule of delivery of service shall be entertained on account of any local condition(s) or factor(s) once the offer is accepted by the Tenderer.

#### 2.7 Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in clause 1.1(J). This period will be further mutually extended, if required.

# 2.8 Earnest Money Deposit (EMD) / Bid security:

2.8.1 The Tenderer shall provide EMD of ₹7,50,000/- through NEFT to "Reserve Bank of India, Patna" by credit to A/c No. 186003001, IFSC RBIS0PTPA01 (5th & 10th digits are Zero). The Bid Security shall be in the form of NEFT. No interest on Bid Security/EMD shall be paid.

- 2.8.2 Bids not accompanied by correct EMD amount, shall be treated as non-responsive, and will be rejected by the RBI.
- 2.8.3 EMD of unsuccessful Bidders shall be discharged/returned by RBI after award of work to the successful bidder.
- 2.8.4 EMD of the Successful Bidder shall be returned to the Bidder after submission of Bank Guarantee (Annex-VI) as per tender conditions, without interest.

# 2.9 Forfeiture / Return of EMD

# **EMD** shall be forfeited in the following circumstances:

- (i) Tenderer 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 otherwise would have created any impact on the eligibility criteria; or
- (ii) Tenderer left blank the rows of the Part II /Financial Bid or submitted multiple financial bids; or
- (iii) If a Tenderer withdraws his Bid during the period of Bid Validity; or
- (iv) The Tenderer has been blacklisted by any government agency, PSU, private firm and the blacklisting is still in force; or
- (v) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.

# Return of EMD will be in accordance with the following -

- (i) 100% EMD shall be refunded to unsuccessful bidders after issuance of work order to successful bidder.
- (ii) 100% EMD shall be refunded to the successful bidder after the receipt of a valid Performance Bank Guarantee.

#### 2.10 Procedure for Submission of Bids

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

- 2.10.1 Techno Commercial Bid/Part I consists of the following items:
  - (a) Part I/ Techno Commercial Bid (all sections and annexures) (Part I / Techno Commercial bid and name of work as mentioned in clause of 1.1)" Please note that the individual or total service charge percentage should not be indicated in the Part I/ Techno Commercial Bid, otherwise the bid will be rejected. Techno- Commercial bid may be submitted on <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>.
  - **(b)** Documentary proof of Pre-qualification must be uploaded online on <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>
  - (c) The payment details of EMD shall be attached.

#### 2.10.2 Part II /Financial Bid

Part II /Financial Bid "(Part II /Financial Bid and name of the work as mentioned in clause of 1.1)" may be submitted on <a href="http://mstcecommerce.com">http://mstcecommerce.com</a>

# 2.11 No conditional/optional quote shall be accepted.

**2.12** Tenderers shall not be permitted to alter or modify their bids after receipt of Bids.

# 2.13 Receipt of E-Tenders

The e-tender bids will be accepted till the scheduled time and date as referred to in schedule of tender. The e-tenders received after due date/time shall not be entertained under any circumstances.

# 2.14 Opening of Part I

The Technical – Commercial bids will be opened on the scheduled time and date as mentioned in the schedule of tender at HRMD, RBI Patna. The Tenderers or their authorized representatives may be present, if they so desire.

# 2.15 Scrutiny of Part I

- 2.15.1 The Part I shall be evaluated as per the techno-commercial terms, conditions and eligibility criteria indicated in Part 1 of the tender.
- 2.15.2 After evaluation of the Part I, the short-listed Tenderers will be intimated by emails. The decision of the Bank on Part I shall be final and shall not be open for discussion.

#### 2.16 Opening of Part II /Financial Bid

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

# 2.17 Scrutiny of Part II

The Part II shall be evaluated based on - financial bids quoted in terms of percentage of service charge (in prescribed format) - to determine the lowest bid (L1). Individual components (in prescribed format) is to be quoted and the total service charge percentage will be calculated automatically.

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

- **2.18** Bank has the right to vary the number of security guards at the time of placing Order/signing of Contract.
- **2.19** Bank has the right to accept any Bid and to reject any or all Bids.

Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers.

The Bank shall not assign any reason for rejection of any or all Bids. RBI also reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- (a) In case no bid is received.
- (b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- (c) Evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- (d) On occurrence of any such event, RBI shall notify all the Tenderers within 14 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 21 days or any reasonable time after issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- (e) The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- (f) The Bank discourages stipulation of additional conditions by tenderer.

#### 2.20 Disputes:

# 2.20.1 Settlement of Disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such a decision may be in the form of a final certificate or otherwise.

In the event of there being any dispute or difference arising between the parties the same shall be referred to the Regional Director, Reserve Bank of India, Patna whose decision shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to a sole arbitrator whose appointment shall be based on mutual agreement by the parties. The arbitration shall be conducted in accordance with the various provisions of the Arbitration and Conciliations Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time

being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties.

The decision of the Bank with respect to any of the excepted matters shall be final. But if the tenderer is dissatisfied with the Bank's decision, the vendor may, within 28 days after receiving notice of such decision, give a written notice to the Bank requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute. If both the parties agree, a sole arbitrator would be appointed for this purpose by the Bank in consultation with the tenderer. In case no agreement could be reached on the appointment of a single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate the presiding arbitrator. The arbitrator(s) shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator(s), shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference.

If during the arbitration proceedings, the parties mutually settle or compromise their disputes or differences, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator(s), shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the various provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder.

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator(s) shall be final and binding on the parties.

It is agreed that the Vendor/Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank.

No award of the arbitrator(s), shall relieve the Vendor/Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Vendor/Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

exclusive jurisdiction of the competent court at Patna.		
Place:	(Signature of the tenderer with stamp)	
Date:	(Name)	

2.20.2 All disputes arising in case of failure of the arbitration process shall be subject to the

#### Section - III A

# TECHNO-COMMERCIAL BID (PART-I)

Engagement of Firms/ Companies for Deployment of Private Security Supervisors and Private Security Guards (Unarmed) at Main Office Building and Residential Premises of Reserve Bank of India, Patna on Contract Basis

#### **General Instructions**

- 1. Reserve Bank of India, Patna invites tenders from the reputed firms/companies engaged in providing Security Supervisors and Security Guards (Unarmed) on contract basis for guarding the 'Bank's Residential Colonies/office/plots (i.e. monitoring movement of men, material and vehicles, surveillance etc.) as per laid down contractual obligations. The contract will be awarded to Private Security Agency (PSA) /firm initially till March 31, 2025. However, the contract can be extended further for two years (one year at a time) subject to satisfactory performance of the staff deployed and adherence to contractual obligations by the concerned Agency/firm/company.
- 2. The estimated number of Security Supervisors & Security Guards to be deployed in the Bank's residential colonies/Vacant Plots/Office will be as follows:
  - (a) Security Supervisors: 22 @ 8 hours duty per shift on all seven days in a week.
  - (b) Security Guard: 54 @ 8 hours duty per shift on all seven days in week. (All unarmed) (See Annex IV for details)

The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the tenure of contract.

# 3. GENERAL INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS (PRE- QUALIFICATION CRITERIA)

The tenderer should satisfy the following conditions and submit the documents to support it:

PSAs shall submit copies of documentary proof along with the EOI. PSAs not conforming to any of the below-listed criteria will not qualify for empanelment or short listing:

A. PSA should be reputed registered companies under the Company Act 2013 for providing Security Guards' services.

- B. PSA should have presence in minimum three Sates with valid PSARA 2005 license for each State separately, including for the State of Bihar, and should have their own office/ branch in Patna, with sufficient manpower to take care of replacement/ reliever. Successful bidder has to ensure that the PSA has valid PSARA license in Bihar during entire work period, failing which the contract can be terminated by the bank by giving one month's notice. The license must be renewed from time to time, if needed. Cancellation of the PSARA license of the vendor by the Govt. of Bihar for any reasons will result in annulment of the contract as per the terms and conditions regarding cancellation or termination of the contract mentioned in the tender document. Termination of contract will become applicable if vacation of license cancellation order is not produced before the Bank within a reasonable time period not exceeding 60 days from the date of cancellation order or as decided by the Bank.
- C. Private Security Agency (PSA) should be continuously in business (for providing security guards) for at least 05 years **as on March 31, 2024.**
- D. **Experience & Client List:** The bidder must have experience of successfully providing similar services to Government Departments/Offices, Airports, Banks, Financial institutions, Training Centers, MNC's etc. during last five years as per the criteria given at F below. The agency should submit documentary evidence in support of minimum experience of five years.

Further, PSA should have experience of existing deployment in minimum three Govt. institution/ bodies/establishments (including residential premises) or reputed institutions with deployment of minimum 40 Security guards in each establishment (work orders to be submitted).

**PSA** should furnish their client list showing the details of work carried out by them during the last five years. **The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay**, if any. PSA should furnish three Reference Sites and on request by the RBI, the Referees should testify about the performance of the PSAs to the RBI's satisfaction.

It may be noted that if the PSA has served at any office of RBI in the past or provided service at any office of RBI, it should mandatorily submit client certificate from that Regional Office/Training Establishment of RBI.

E. KYC - Copies of documentary proof such as Certificate of Incorporation, IT Returns, PAN card, GST Registration, Registration under ESIC, PF Registration, Registration under Labour Laws, etc. to be submitted.

- F. Estimated Cost & Cost of Previous Works The estimated cost of the contract is approx. INR Three crore and seventy-five lakhs (₹3,75,00,000). The agency is required to submit proof of experience of having successfully completed similar works (providing security guards) during last five years ending March 31, 2024, as under (submit copies of work orders):
  - (i) Minimum Three similar works (providing security guards) <u>each</u> costing not less than ₹1,50,00,000/- (40% of the estimated cost) **or**
  - (ii) Minimum Two similar works (providing security guards) <u>each</u> costing not less than ₹1,87,50,000/- (50% of the estimated cost) **or**
  - (iii) Minimum One similar work (providing security guards) costing not less than ₹3,00,00,000/- (80% of the estimated cost).
- G. **Training and standards of physical fitness** PSA shall strictly adhere to training and physical fitness requirements of the security supervisor/guards as stipulated under Bihar Private Securities Agencies Rules, 2011. <u>PSA shall also submit training certificate on Form 6 issued by licensed training agency in terms of Private Security Agencies Model Regulation 2006 or agency should be authorized to impart training from authorized trainer/training center.</u>
- H. The Private Security Agency (PSA) should have Credible Supervisory Infrastructure and network.
- I. PSA should have on its rolls a minimum of 500 Security Guards deployed as on March 31, 2024. Copy of EPFO, ESIC challan, Valid work orders for security services showing strength of deployed security guards should be attached.
- J. PSA should submit solvency certificate from its banker specifically for the purpose of the work for amount INR Three crore and seventy-five lakhs (₹3,75,00,000). The issued date of the solvency certificate should not be older than March 31, 2024.
- K. PSA should mandatorily have ISO 9001-2015 certification.
- L. Tendering firms/companies should have a Current account in scheduled commercial bank and should give an undertaking that they are ready to receive the payments through Electronic Clearing Service (NEFT/RTGS/ECS).

#### M. List of Documents to be submitted -

- (i) PSA should submit copies of Certificate of Registration with Registrar of Companies under the Company Act 2013.
- (ii) PSA should submit Memorandum and Article of Association.
- (iii) Copies of PSARA License valid in three distinct states, including Bihar
- (iv) Income Tax Returns for 3 FYs i.e. 2020-21, 2021-22 and 2022-23 & copy of PAN Card.
- (v) Audited Balance Sheet for 3 FYs i.e. 2020-21, 2021-22 and 2022-23; the average turnover of the PSAs in these last three financial years should not be less than INR Three Crore and seventy-five lakhs (₹3,75,00,000) in each year.
- (vi) Valid Registration Certificate under Shops & Establishment Act.
- (vii) Certificate from ESI Corporation (latest).
- (viii) Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest).
- (ix) Valid Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970.
- (x) Registration Certificate for Service Tax.
- (xi) Performance feedback from existing principal Employers.
- (xii) Documentary evidence in support of terms and conditions outlined at D and F above. Additionally, PSA should mandatorily submit client certificate from Regional Office/Training Establishment of RBI, if it has served Reserve Bank of India in the past or has provided service at any office of RBI.
- (xiii) Solvency Certificate as specified at J above.
- (xiv) Copy of **ISO 9001-2015** certification.
- (xv) Training Form 6 issued by licensed training agency in terms of Private Security Agencies Model Regulation 2006 or proof of authority to impart training from authorized trainer/training center.
- N. PSA should follow Minimum Wages Act, 1948, other labour laws and Central Rules as applicable.
- O. PSA must have an office in Patna, with a telephone and must have a 24X7 control Room (Emergency Response Room) at Patna.

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

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

#### 4. SCOPE OF WORK

# (a) Work to be performed by the Security Supervisor

- (i) The Security Supervisor is accountable for all functions of his security guards during the shift. He will monitor shift-wise security deployment & brief all staff for specific instructions for the day.
- (ii) He will ensure, through Main Gate Guards, that only authorized entry & exit movements of men, material & vehicles takes place. No deviations are to be permitted unless authorized.
- (iii) Before mounting the shift on duty, the Supervisor will check the turnout of the staff, brief every guard about his post duties & pass on any specific instructions for the day for the concerned posts, as applicable. The mobility of the guard on duty is of paramount importance, which must be well driven in their minds before resuming duties.
- (iv) During his duty, he will monitor the checking of all outgoing / incoming workmen, contract labor, Contractors, & Vendors.
- (v) During his checking rounds, he must try & gather information of any abnormal activities in his area of responsibility. If any abnormal activity is observed, he should promptly take corrective / preventive actions & simultaneously keep Caretaker and Security Officers informed about it.
- (vi) He will ensure the upkeep and housekeeping of the Main Gates. He will also ensure proper functioning of all security gadgets & apparatus deployed for routine work.
- (vii) He shall maintain liaison with Local police, Caretaker, Security Officer & RWA and shall be updated about any changes taking place & inform the same to his security guards.
- (viii) He will follow the laid down procedure in case of Visitors. He will ensure that he & his staff maintain a decent behavior with anyone coming in or going out.
- (ix) He will always be ready to assist / guide in handling any unforeseen eventualities.
- (x) The Supervisor shall be duly trained in Fire safety operations. He should be trained to operate various fire extinguishers installed in the colonies and he will always be ready to assist with his available staff, in case of any accident or Fire Emergency. He shall impart regular training to Security Guards on Fire safety.

- (xi) He must do Surprise Checking on a regular basis to ensure the effective functioning of his staff.
- (xii) The Supervisor will maintain shift documentation as per laid down formats, meet the Visitors & guide them respectfully to the place they are supposed to go after completing Gate formalities for Visitors.
- (xiii) During his shift, he will also compulsorily move on all posts to check & ensure effective discharge of duties by the deployed guards. In doing so, he will make the Main Gate Guard responsible for taking care of the Gate activities during his absence.
- (xiv) The Shift Supervisor shall ensure all phone calls are received promptly & wherever required, the concerned message is noted down & passed on to the relevant persons / officials when they are available.
- (xv) He shall ensure water pump operations are effectively carried out by the Security guards.
- (xvi) He will check lights, fittings, fencing etc. during rounds besides alertness of security guards. Whenever he sees any naked/loose electrical fittings, he must immediately inform electrical contractor and Care taker and also record the observation in the relevant complaint book.
- (xvii) The Night Shift Supervisor will move on to the posts more frequently but on irregular timings to maintain surprise for effective checking.
- (xviii) At the end of his shift duty, he will brief the Security guards/Security supervisors of all works/duties performed during his shift & pending works if any.
- (xix) The Supervisor will also be required to visit other sites (other properties and plots where private security guards will be deployed) to supervise the security staff. Bank will not bear his movement/visits cost.
- (xx) The agency shall also provide a dedicated mobile to the post of supervisor with adequate balance and this mobile shall always remain with the duty supervisor at the post. Bank will not bear any cost towards this.
- (xxi) Any other duties assigned by the Bank.

# (b) Work to be Performed by the Security Guards:

- (i) 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 wherever they are deployed.
- (ii) The Security guards manning the security/ check posts should be vigilant and available at their posts. Patrolling shall be carried out on regular basis and its time wise record shall be maintained.
- (iii) 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 Supervisor on duty.
- (iv) While on duty, the guards will maintain a polite behavior with the employees, residents and guests.
- (v) While on duty, the guards will maintain polite but firm behaviour with the contract labour but should not cause unnecessary obstruction to work.
- (vi) Guards will not involve themselves in any of the activities they are supposed to check & prevent.
- (vii) No guard, especially in night shift duty, will ever be found sleeping. If found sleeping on duty, the guard will have to be removed from all of RBI's properties and the Security Agency will be penalized monetarily as per the penalty clause.
- (viii) 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.
- (ix) The security guards will ensure the operation of water pumps at the fixed hours in the colonies.
- (x) The guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- (xi) 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.
- (xii) The guard should ensure that the street-dogs and stray cattle do not enter the premises.
- (xiii) It should be ensured that flower plants, trees and lawns are not damaged either by the staff or by the outsiders.

- (xiv) The Senior Security Guards/ Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- (xv) In emergency situations, Security Staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Senior Security Guards/ Security Guards should be sensitized for their role in such situations
- (xvi) Any Security Guard on duty shall not leave the premises until his reliever reports for duty.
- (xvii) Any other provisions as advised by the Bank subsequently may be incorporated in the agreement. The same shall also be binding on the Agency.
- (xviii) Any other related task given by the Bank to improve Security.
- (xix) The Security Guards will prevent trespass, perform watch and ward functions including night patrol of various points.
- (xx) The Security Guards shall ensure protection of Bank's property.
- (xxi) The guards will enforce management of Visitors Register for recording of names, mobile numbers, vehicle numbers, time-in, time-out and alike information.
- (xxii) 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.
- (xxiii) 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.
- (xxii) The agency shall also provide other necessary equipment such as good-quality torch, baton, umbrella, and whistle to security guards for effectively carrying out ward and watch function. The Bank will not bear any cost towards this.
- (xxiv) Any other security related duties assigned in consultation with Security Manager.

- 5. Interested applicants are required to submit application in the prescribed pro forma, addressed to the Regional Director, Reserve Bank of India, South Gandhi Maidan, Patna-800 001 furnishing details about Organization, experience, availability of trained personnel, training facilities available, liaison with local police authorities, compliance with relevant laws, financial standing, adherence to Minimum Wages as laid down by the Central Govt. and competence. The information so furnished will be kept confidential.
- 6. The format of Client's Certificate as per <u>Annex-I</u> and Banker's Certificate is to be attached along with the application. The applicant has to submit the 'Client Certificate' from <u>at least three clients</u> (minimum deployment of 40 Security guards in each separately). Similarly, the applicants may submit the 'Bankers Certificate' from their banker/bankers.
- 7. Application containing false or inadequate information is liable for rejection.
- 8. Financial bids of only those companies/firms who qualify the technical bid will be opened.
- 9. The Bank reserves the right to reject any or all the applications without assigning any reason thereof.
- 10. Clarifications, if any, may be obtained from Manager (Personnel), HRMD, Reserve Bank of India, South Gandhi Maidan, Patna-800 001.

#### 13. ELIGIBILITY CRITERIA FOR SECURITY SUPERVISOR AND GUARDS

- (i) **Security Supervisor** should be ex-servicemen or ex-paramilitary personnel in the rank of JCO/Havildar (equivalent in Air force/Navy/Paramilitary).
- (ii) Age The PSA shall employ good and trained persons with good health and clean record and their age should be preferably between 21 and 45 years but not above 50 years. Ex-servicemen should be given preference. Security guards must have working knowledge of Hindi and English.
- (iii) **Security Supervisor and guards** should satisfy the standard of physical fitness and antecedents verified as mentioned under rules made by Government of Bihar under PSARA Act, 2005 (i.e. Bihar Private Securities Agencies Rules, 2011). 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.
- (iv) Medical fitness They should not be in Low Medical Category i.e. they should be physically fit in all respects. Medical category recorded in the discharge book of the ex-servicemen or ex-Para military personnel will be considered valid for two years from the date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S., as produced for verification by the PSA. Non-compliance to the terms and conditions will result in suitable penal action against the vendor, including removal of the guard from his duties at the Bank's premises and colonies.
- (v) Credentials / antecedents Credentials of each security supervisor and the security guards must be verified, and their antecedents checked (police verification) strictly as per the Bihar Private Securities Agencies Rules, 2011. The agency will submit the report before deployment of the guards. Non-compliance to the said PSARA rules 2011 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.
- (vi) The security guards deployed by the PSA during the contract with RBI shall not work in any other organization or shall not be deployed by the PSA to any other organization during the period of contract. If any such case comes to the notice during the agreement period, the Bank shall have the right to impose suitable penalty on the PSA, which will be recovered from his monthly bills or security deposit or any other dues of the PSA (see <u>Annex III</u> for details).
- (vii) In case, any of the guard provided is not found suitable by the Bank, the Bank shall have the right to ask for his replacement without giving any reason thereof.It will be the responsibility of the PSA to ensure that approved strength is maintained at all the times and security services continue without any break.
- (viii) **Behavior** Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness,

decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same. An indicative list of unacceptable behavior/conduct in the premises of the Bank and colonies is furnished in Annex V.

#### 14. PAY STRUCTURE

- (i) Pay Structure of Security Supervisor and private security guards (unarmed) shall be as per the indicative cost analysis presented at Part B (Financial Bid) of this document on Page 46.
- (ii) The quoted service charge percentage will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. In case, whenever there is increase in minimum wages notified by Government of India, the firm shall pay the wages in addition to the existing wages for the tenure of the contract. However, upward revision in minimum wages during the contract period, if any, shall be taken into consideration by the Bank and given effect from the same month only that too after satisfying itself for satisfactory performance of the contractor. The successful tenderer will be bound to pay the statutory Govt. minimum wages to the workforce employed by him/them. The bidder shall ensure payment of minimum wages to the workmen employed by they/them through NEFT to their bank account 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.
  - (iii) Bank shall be and remain indemnified against losses or punitive action taken by applicable Government for violation of any law/regulation, Govt orders on matters related to Contractual Labour by the vendor.

#### 15. VALIDITY OF BID

The validity of the bid amount will be 90 days from the date of opening of the application and within the period of extension of the bid during which the bidder cannot withdraw its offer.

# 16. AGREEMENT BETWEEN THE Private Security Agency (PSA) AND THE BANK

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

#### 17. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

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

#### 18. TERMS OF PAYMENT

- (i) The PSA will not be paid any payments in advance. Payments will be made on a monthly basis, subject to submission of proper invoice/bills. The Bills shall be raised & submitted by the PSA preferably on the 1st or on first working day of each month which should include documentary evidence in support of salary deposited and other statutory payments to security guards and supervisor. The bills shall be scrutinized and release of payment will be made once the Bank is satisfied that the bills are in order. The PSA must ensure that payments to the Security Supervisors and the Security Guards are made on a timely basis as per Gol instructions; such timely payment shall be independent of whether the Bank has released payments against the bills submitted by the PSA.
- (ii) The Security Guards shall be provided by the firm / vendor as per the requirement of the Bank and the guards so provided by the PSA shall not claim themselves as the employees of the Bank and there shall be no employer - employee relationship between the Bank and the guards so provided by the PSA and payment shall be made on the basis of actual engagement of security personnel.
- (iii) The PSA shall be wholly responsible for paying Monthly Salary and other admissible allowances including Bonus to the guards deployed by them at RBI, Staff Quarters

- and Office. Bank shall not pay any extra charges/ payment for whatever reason including of weekly off / leave / holiday etc.
- (iv) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

#### 19. NON INTEREST-BEARING SECURITY DEPOSIT

PSA shall deposit interest free Performance Bank Guarantee (Annex-VI) of amount 5% of tender amount in terms of the contract, with extra validity of three months from the period of the contract. The amount shall be, in favor of Reserve Bank of India, Patna as Security deposit. The security deposit shall be released within three months of the completion of the contract period only after being satisfied of the successful completion of the contract and no liability from the Agency or its employees. In case of liability, the security deposit shall be discharged only after adjusting all dues, liabilities etc. The PSA needs to submit the Bank Guarantee within the time stated in their workorder, delay in submission of Bank Guarantee may result in deduction of charges from their bills for the delay period.

Security Deposit in the form of Bank Guarantee (Annex-VI) so calculated shall be deposited before engaging Security Supervisors and the Security guards. The Agency shall not be entitled to payment of interest on the amount of the security deposit. Security deposit shall be refundable subject to adjustments. RBI reserves the right to recover any part or the whole of the amount of the security deposit for any loss, theft, damage, non-payment of salary etc. caused by the agency or by the guards deployed by the agency or negligence of guards deployed by the agency and/or agency commits breach of one or more of the conditions in the agreement., the agency becomes disqualified because of liquidation /insolvency etc. The decision of RBI in respect of such losses, damages, charges or costs, shall be final and binding on the Agency.

# 20. Duty of Private Security Agency (PSA) with respect to Guards/Supervisor

- (i) PSA shall ensure that the personnel deployed shall not remain unauthorizedly absent from duty. The Bank will impose a penalty in terms of standards given in Annex III. The Bank's decision shall be final with regard to penal action.
- (ii) In case of any pilferage, damage or theft, the PSA or their representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/proper investigation and recovery of loss. The PSA shall be wholly responsible for any loss due to theft, pilferage etc. and shall make good the loss

sustained by the Bank due to negligence, absenteeism or dereliction of duty by security supervisors/ security guards.

- (iii) It may be distinctly understood that there shall not be any absenteeism by the security guards and in case of absenteeism, guard should be replaced / deputed by the PSA who should report for his duty within two hours, failure to do so would render the PSA liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the PSA. Such replacement guard shall also be subject to meeting of the prescribed standards.
- **(iv) Uniform and gadgets -** It shall be the responsibility of the PSA to provide appropriate full uniform (both summer and winter) along with the name plate/identity card to the security staff deployed to perform their duties. Deployed personnel are supposed to wear valid ID Card issued by the PSA at all times on duty. The uniform of deployed personnel must have logo of PSA which is clearly visible/ legible. All essential items for security purposes like torches, lathi, whistle, shoes / rainy shoes, raincoats, winter liveries, first aid arrangement etc. shall be provided by the PSA at their own cost.
- (v) Replacement The Bank reserves the rights to ask the PSA to remove any guard found not discharging his duties satisfactorily or of doubtful character and the PSA will immediately remove such person / persons and provide replacement.
- (vi) The Bank shall not provide any residential accommodation in the premises of the Bank or elsewhere for the security guards deployed by the PSA.
- (vii) The duty points and retention of security guards deployed by the PSA will be decided by the Bank through its Regional Director or any person so authorized in this regard and the PSA will have to abide by such direction.
- (viii) The PSA will introduce their security staff to Regional Director, declared as controlling officer or any other person authorized by RBI in his behalf for the operation of the agreement by Bank for his verification and satisfaction before their deployment and the PSA shall furnish the complete particulars / bio-data of security personnel with passport size color photo duly attested by the Gazetted Officer before deployment, including the copy of arm license, wherever applicable.

#### 21. 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 PSA are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.) during any period of the agreement, an amount subject to **(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 PSA 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 firm / PSA for participation in the future tenders of the Bank.

#### 22. TERMINATION OF AGREEMENT

Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of 30 days without assigning any reason and without payment of any compensation, if

i. In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or the contractor commits a breach of any terms and conditions of this agreement

#### and /or

for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement

#### and/or

- iii. there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
- iv. Cancellation of the PSARA license of the vendor by the Govt of Bihar for any reasons will result in annulment of the contract as per the terms and condition regarding cancellation or termination of the contract as mentioned in tender clauses. Termination of contract will become applicable if vacation of licence cancellation order is not produced before the Bank within a reasonable time not exceeding 60 days from the date of cancellation order or as decided by the Bank.

Notwithstanding anything contained in this Contract, in the event of non-compliance, disobedience, or breach of any terms of the contract or unsatisfactory or inefficient working by the contractor, the Bank shall have the absolute and independent authority to revoke this contract after giving one month's notice in writing to the Contractor without assigning any reason and the same shall be binding on the Contractor and the contract will come to an end with immediate effect on completion of the deadline as stipulated in the notice, in which case the contractor shall not be entitled for any compensation/damages and the Security Deposit shall not be

refunded. Service Provider can also cancel the contract after giving due notice in writing of three months to the bank.

23. If the tenderer, having been awarded the work, fails to execute the work, the Bank may proceed to take such reasonable remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the Bank may have against the contractor. The Bank also reserves its right to disqualify the tenderer from undertaking any contract in future. However, the Bank will give 7 days' notice to the tenderer before doing so.

# 24. OTHER TERMS AND CONDITIONS (For Agency/Contactor)

- (i) The PSA must take necessary insurance cover (Workmen Compensation policy and Third-Party Liability of minimum ₹2 lakh per person for any one accident or occurrence) against the personal injuries likely to be suffered by the Security Supervisor and Security guards while doing the Bank's work. The successful bidder shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. 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. He shall ensure that the insurance cover is kept alive during the tenure of this agreement. Contractor shall provide a copy of insurance cover (valid for entire contract period) to Reserve Bank of India. If the successful Tenderer does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the successful Tenderer.
- (ii) Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- (iii) The PSA shall submit monthly bills in duplicate for the services rendered during the preceding month along with the pay roll duly signed by the security staff and the Bank shall make payment within fifteen working days from the date of submission of the bills after deduction of income tax as per provision of Income Tax Act, 1961 and as amended from time to time and also including any other taxes levied by the Central/State Government from time to time.
- (iv) The agency/ contractor has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the Supervisors and Security guards of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed

under Central minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

- (v) The contractor shall be required to obtain a license, from the office of the Assistant Labour Commissioner, Government of India, Patna as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for the acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.
- (vi) The PSA shall give weekly off to their security guards and shall provide a reliever in their place. The PSA 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. **PSA shall be liable to pay applicable overtime allowance, if any, and no claim will be entertained by the RBI in this regard.**
- (vii) The term of the agreement shall be initially till March 31, 2025 and can be **extended** for a maximum period of two years (one year at a time) subject to satisfactory performance of the PSA and adherence to contractual obligations by the concerned firm/company/agency which shall be assessed at the sole discretion of the Bank.
- (viii) The authority for acceptance of the bid application will rest with the Regional Director, Reserve Bank of India, Patna who does not bind himself to accept the lowest or any other application or undertakes to assign reasons for declining to consider any particular application / applications.
- (ix) In case of any dispute which may arise during the currency of agreement it would be settled by the Regional Director, Reserve Bank of India, Patna.
- (x) The PSAs are advised to visit the site of work and see actual condition and difficulties involved in the execution of work before formulating the rates for complete items of works described in the application form.
- (xi) **SEXUAL HARASSMENT:** The successful bidder shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual

harassment against its employees within the premises of RBI, the complaint will be filed before the Internal Complaints Committee constituted by the successful bidder, and it shall ensure appropriate action under the said Act in respect to the complaint.

- (xii) Any complaint of sexual harassment from any aggrieved workmen of the successful bidder against any employees of RBI shall be taken cognizance of by the Regional Complaint Committee of RBI. The successful bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (xiii) The successful bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful bidder, for instance any monetary relief to the RBI employee, if sexual misconduct by the employee of the successful bidder is proved.
- (xiv) If awarded, the Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract.
- (xv) The tenderer must use only the tender forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.
- (xvi) The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 EPF Act, 1952, ESI Act 1948, Bonus Act 1965 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.
- (xvii) **Non-Disclosure Norms-** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim

damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

- (xviii) The Contractor's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement.
- (xix) The Private Security Agency shall be wholly and solely responsible for full compliance of the provisions under all labour laws or regulations such as Payment of Wages Act, 1936, Minimum Wages Act, 1948, the Payment of Gratuity Act, 1972, the Employee Provident Fund and Miscellaneous Provisions Act, 1952, Employees Liability Act, 1933, Workman Compensation Act, 1920, the Maternity Benefit Act, 1961 etc., each one of them as modified and as applicable on date. The Contract Labour (Regulation and abolition) Act, 1970 or any modification thereof or any other law relating thereto of having bearing on the performance of the works hereunder and rules there under from time to time. The PSA assumes liability and hereby agrees and undertakes to indemnify and hold harmless the Bank from every expense, liability or payment by the reason of the application or violation of such laws, rules or regulations existing or to be introduced at a future date during the currency of the agreement.
- (xvi) That the contractor shall submit the proof of having deposited the amount of Bonus, ESI and EPF contributions towards the persons deployed at RBI, Patna in their respective names before submitting the bill for the subsequent month.
- (xvii) That all precautions will be taken by the contractor towards the safety of its employees and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc to its employees.
- (xviii) It shall be the responsibility of the PSA to provide full uniform (summer and winter both) along with the name plate/identity card to the security staff deployed to perform their duties. The identity cards shall be produced on demands by the any authority of the Bank or of Government. All essential items for security purposes like torches, lathi, whistle, shoes / rainy shoes, raincoats, first aid arrangement etc. shall be provided by the PSA at their own cost.
- 25. OPENING OF THE TENDER: The Part I (Technical bid) of the tender will be opened on July 19, 2024. Those tenderers who would like to be present at the time of opening may note the date above and time and no separate intimation will be given in this regard.

**OPENING OF FINANCIAL BID:** The Part II (Financial Bid) of only those tenderers who qualify the technical bid would be opened on a subsequent date, for which the intimation would be given to the qualifying tenderers.

- 26. 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.
- **27.** In case of any confusion between the English and Hindi version of any clauses of this tender document, the interpretation of English version of the clause will be considered.
- 28. Indemnity Clause: The bidder agrees 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 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.
- 29. The successful bidder <u>shall not sublet</u> 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.

#### **EXPRESSION OF INTEREST**

EXTRESSION OF INTEREST
(On letter head of PSA)
Date:
To Regional Director Reserve Bank of India South Gandhi Maidan Patna
Dear Sir,
Re: EXPRESSION OF INTEREST for Empanelment as Private Security Agency for Providing Security Supervisors and Unarmed Security Guards
I/We hereby offer for our Company /Firm to be empaneled as a PSA for providing Security Supervisor and Unarmed Security Guards to be deployed at various premises of RBI, in the Municipal limits of Patna.
I/We am/are aware that the empanelment does not guarantee any work order. In the even of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as required by the RBI, Patna.
I/ We also understand that mere filling the Application form does not automatically qualify us for being empaneled. We also agree to RBI, Patna's right to reject any or al Applications (including ours) without assigning any reason thereof.
I/ We agree to all the terms and conditions of the notice.
Thanking you,
Yours faithfully,
Signature and Seal of PSA
Address:

### Section - III B

#### **TECHNICAL BID - BASIC INFORMATION**

SI. No.	Information Required	Comments of the service providers	Page No.
1.	Name & Address of the Organization		
	(i) Address and telephone number of registered Office		
	(ii) Address of the office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.		
2.	Type of Organization - date of Establishment. PSA should be reputed registered companies under the Company Act 2013 for providing Security guards' services.  Please enclose relevant documents.		
3.	Name of the PSA		
4.	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.		
5.	PSA should submit Memorandum of Association.		
6.	Pan India (minimum three States) Presence Documents and Branch/Office at Patna. Enclose valid PSARA license separately for each three State including State of Bihar.		
7.	PSA should be continuously in business (of providing Security guards) at least for 05 years as on March 31, 2024. Furnish clients list showing the details of work carried out by them during last five years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any. The agency should submit documentary evidence in support of minimum experience of five years. Copies of		

	documentary proof such as Certificate of Incorporation, IT	
	Returns, PAN card, etc to be attached.	
8.	The estimated cost of the contract is around ₹3.75 crore. The agency is required to submit experience of having successfully completed similar works (providing security guards) during last five years ending March 31, 2024 as under (submit copies of work orders): (i) Minimum Three similar works (providing security guards) each costing not less than ₹1,50,00,000/- (40% of the estimated cost) or ii) Minimum Two similar works (providing security guards) each costing not less than ₹1,87,50,000/- (50% of the estimated cost) or iii) Minimum One similar work (providing security guards) costing not less than ₹3,00,00,000/- (80% of the estimated cost).	
9.	Details of Security Personnel available in	
9.	Details of Security Personnel available in the organization for deployment (proof to be submitted-valid work orders).	
9.	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors	
9.	the organization for deployment (proof to be submitted-valid work orders).	
9.	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in	
	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in minimum three Govt. institution/bodies/establishments	
	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in minimum three Govt.	
	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in minimum three Govt. institution/bodies/establishments (including residential premises) or in Private Sector institutions with deployment of minimum 40 Security	
	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in minimum three Govt. institution/bodies/establishments (including residential premises) or in Private Sector institutions with deployment of minimum 40 Security guards each. PSA should furnish three Reference Sites and on request by the	
	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in minimum three Govt. institution/bodies/establishments (including residential premises) or in Private Sector institutions with deployment of minimum 40 Security guards each. PSA should furnish three	
	the organization for deployment (proof to be submitted-valid work orders).  i. Security Supervisors (Ex- defense/paramilitary) ii. Security Guards  Experience of existing deployment in minimum three Govt. institution/bodies/establishments (including residential premises) or in Private Sector institutions with deployment of minimum 40 Security guards each. PSA should furnish three Reference Sites and on request by the RBI the Referees should testify about the	

	Govt. / public sector clients or Private Sector institutions availing the service.	
11.	Audited Balance Sheet for 3 FY's i.e. 2020-21, 2021-22 and 2022-23. The average turnover of the PSAs in the last three financial years ending March 31, 2023 should not be less than Rs. Three crore seventy-five Lakhs (₹3,75,00,000/-) each. Supported by audited balance sheet. 2020-21 2021-22 2022-23	
12.	Name and address of the Bankers. Please enclose a certificate from bankers regarding financial standing.	
13.	Company PAN. A copy of Last Income Tax Clearance Certificate may be attached.  Income Tax Return (i) 2020-21 (ii) 2021-22 (iii) 2022-23	
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.	Registration Certificate for Service Tax.	
18.	PSA should have on its rolls minimum 500 Security Guards (deployed). Copy of EPFO, ESIC challan, Valid work orders for security services showing strength of deployed security guards should be attached)	
19.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.	
20.	Whether the firm/company is adhering to Minimum Wages Act, Other provisions relating to Provident Fund deduction or	

	any other legal provisions relating to	
	providing of the service (Documentary	
	evidence in support of the compliance of	
	various provisions/acts to be submitted)	
21.	License from Police authorities under	
	'Private Security Agency (Regulation)	
	Act- 2005'. PSARA-2005 License.	
	PSARA-2005	
	License for State of Bihar.	
	Please also clarify whether the police	
	verification of antecedents of the staff	
	deployed is being done or not.	
22.	PSA must have an office in Patna, with	
	telephone and must have a 24X7	
	control room (Emergency Response	
	Room) at Patna (Provide details)	
23.	PSA should have effective infrastructure	
	for the training of the security guards in	
	any state and valid license for running the	
	training establishment issued by PSARA	
	controlling authority of that State.	
	Training institute should have full training	
	infrastructure including physical training.	
	0. ,	
	The security guards must have attained	
	minimum prescribed training, as per	
	PSARA-2005 Act. The license for training	
	institute must have validity till the period	
	of the tender. The PSA will have to	
	enclose/ submit certificate of training	
	before deployment of the security	
	guards/supervisors.	
24.	PSA should have ISO 9001-2015	
	certification.	
	certification.	
25.	PSA should submit solvency certificate of	
25.	₹3.75 crore from its banker, the issued	
	·	
	date of the solvency certificate should not	
	be older than March 31, 2024.	
-		

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

Signature of the applicant (with seal)

Place: Date:

Note: Application to be addressed to the Regional Director, HRMD, Reserve Bank of India, South Gandhi Maidan, Patna.

#### RESERVE BANK OF INDIA, PATNA PART-II

#### Tender

For

Deployment of Private Security Supervisors and Private Security Guards (Unarmed at Main Office Building and Residential Premises of Reserve Bank of India, Patna				
Name of Contractor: M/s				
Last date of Submission of Tender: 02:00 pm of July 19, 2024				
Date of Opening of Part-I of Tender: 03:00 pm of July 19, 2024				

Venue: HRMD, Patna

#### FINANCIAL BID PART - A

Note: Only Components of the Service Charge (as listed below) have to be <u>filled online in MSTC Portal</u> in percentage format (up to two decimal points only) and not to be uploaded on the MSTC Portal, otherwise it will be rejected.

In response to the above and in full agreement with the terms and conditions and the prequalification criteria as stipulated by you, I/We state as under: -

Individual Components (A1, B1, C1 and D1) of the Total Service Charge have to be filled in Percentage format (up to two decimal points only) on MSTC Portal only			
SI. No.	Parameter	Allocation out of the Total Service Charge Quote (For Example Only – 4.5% should be entered as 4.50 and not 0.045; 3% should be entered as 3.00 and not 0.03)	
1	Uniform to the Personnel Deployed by the Firm (A1)	A1% (up to two decimal points in the format prescribed above)	
2	Personal Accident Insurance Cover for the Personnel deployed (B1)	B1% (up to two decimal points in the format prescribed above)	
3	Necessary/Protective Equipment Gear like Baton, Whistle, Umbrella, torch, and all other items mentioned in Scope of Work, to the Personnel Deployed for effectively carrying out watch and ward function including night patrol (C1)	C1% (up to two decimal points in the format prescribed above)	
4	Profit Component of the Firm/PSA (D1)	D1% (up to two decimal points in the format prescribed above)	
5	Total Service Charge (Exclusive of GST) (A1 + B1 + C1 + D1)	Will be calculated automatically by the system	

The total service charge percentage (sum of components at SI. No. 1 to 4 above and exclusive of GST) upto two decimal points will be calculated automatically by the system.

The total service charge (SI No. 5 above) should not be less than 5% and individual components (SI. No. 1 to 4) should not be zero. It may be noted that bids with total service charge percentage less than 5% or any individual component equal to zero will be rejected.

I /We have gone through the terms and conditions and am/ are agreeable to them.

Authorised Signatory (With Name and Seal)

#### **FINANCIAL BID**

#### PART - B

<u>Cost Analysis Based on Prevailing Rates</u>: Security Guards (Unarmed) and Supervisors Deployed at RBI, Patna and Residential Colonies (Cost per month)

S. No	Description	Security Guard (Unarmed)	Supervisor
1	Minimum Wages in ₹ (Basic + VDA) (A)	862.00	1146.46
2	Total wages in ₹ (B) = 26*(A)	22,412.00	29,807.96
3	EPF in ₹ (on basic + VDA) (C) (@12% on B)	2,689.44	3,576.96
4	EDLI & Admin Charges in ₹ (@ 0.5% on max ₹ 15000) (D)	75+75	75+75
5	ESI in ₹ @3.25% (if applicable) (E)	NA on total wages above 21,000	NA on total wages above 21,000
6	Bonus in ₹ @ 8.33% (if applicable) (F)	NA on total wages above 21,000	NA on total wages above 21,000
7	Total in ₹ (B+C+D+E+F= G)	25,251.44	33,534.92
8	Reliever Charges in ₹ (17% on total (G)) (H)	4,293.00	5,701.00
9	Total in ₹ (G + H = I)	29,544.44	39,235.92
10	**Services Charges (in %) (On Item at S No. 9) (J)	<individual components<br="">as mentioned in Part A entered in MS The total Service Charg automatically by</individual>	(Page 45) have to be TC Portal. ge will be calculated
11	Total Cost per Head (Summation of Items (in Rs) at S No. 9 + 10) (K)		
12	GST @18% (on (K)) (L)		
13	Grand Total ((K) + (L))		

I /We have gone through the terms and conditions and am/ are agreeable to them.

Authorized Signatory (With Name and Seal)

#### Note:

- \*\*The tender is liable to be rejected in case the quote/ bid of the individual components of the service charge does not conform to the prescribed guidelines and format.
- The individual service charge components quoted in percentage should be exclusive of GST. The bidder may levy applicable GST as stipulated by GST Council in the invoice submitted to the Bank.
- Subject to the fulfilment of other terms and conditions, the total Service Charge (A1 + B1 + C1+ D1) shall be the deciding factor, subject to meeting of the minimum service charge requirement. The individual components of the total service charge should not quoted as zero/nil.
- In case, the lowest tendered percentage of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered percentage (subject to the "revised offer after discount" not being less than 5%). The lowest tender shall be decided on the basis of the revised offer. Further, if any such lowest bidder does not revise his bid on the lower side, his original bid shall remain valid for further processing.
- ➢ If the revised tendered percentage of two or more bidders received in revised offer is again found to be equal, then RBI shall break the tie by allocating marks to the bidders (who are tied) in the manner tabulated below <u>based on the documents submitted in the MSTC portal during Technical Bid Part-1</u>. The bidder with the highest marks in the tiebreaker will be awarded the work.

SI. No	Evaluation Parameters*	Marks	Remarks	
2	Number of Years in Security Services Business as on March 31, 2024 and as per the Client Certificates Provided	Maximum 20 Marks		
	a) 5 years	10 Marks		
	<ul> <li>b) 1 Additional Mark for each year more than 5 and up to 10 years</li> <li>(For example, 6 Years – 11 Marks; 8 Years – 13 Marks)</li> </ul>	11-15 Marks		
	c) More than 10 years	20 Marks		

Number of Ex-servicemen (ESM) employed as security guards on the roll of the agency in ESI/EPF as on March 31, 2024	Maximum Marks	25	
a) Up to 150	15 Marks		
b) More than 150 and up to 250	20 Marks		
c) More than 250	25 Marks		
Average Turnover Pertaining to Security Services Business (FY2020-21, FY 2021-22, FY2022-23)	Maximum Marks	20	
a) Up to Rs 4 Crores	10 Marks		
b) More than Rs 4 Crores and up to Rs 6 Crores	15 Marks		
c) More than Rs 6 Crores	20 Marks		
Number of Contracts Executed With RBI/ any other Central Govt. Institution or Organization/ State Govt. Institution or Organization/ Public Sector Banks/ PSUs (subject to minimum continuous service of 1 Year, minimum deployment of 40 security guards in each organisation and minimum contract value of Rs 25 lakhs) in the past 5 years as on March 31, 2024	Maximum Marks	20	
a) Up to 3	10 Marks		
b) 3-5	15 Marks		
c) More than 5	20 Marks		
Quality/ Certification-related Marks	Maximum Marks	15	
a1 ISO (Less than 5 Years)	05 Marks		Marks will be awarded for a1, a2,
a2 ISO (More than 5 Years)	10 Marks		b separately or a1+b or a2+b but
b) Any other quality-related certification (like SA 8000 or OHSAS 1800)	05 Marks		not a1+a2+b.
	of the agency in ESI/EPF as on March 31, 2024  a) Up to 150  b) More than 150 and up to 250  c) More than 250  Average Turnover Pertaining to Security Services Business (FY2020-21, FY 2021-22, FY2022-23)  a) Up to Rs 4 Crores  b) More than Rs 4 Crores and up to Rs 6 Crores  c) More than Rs 6 Crores  Number of Contracts Executed With RBI/any other Central Govt. Institution or Organization/ State Govt. Institution or Organization/ Public Sector Banks/PSUs (subject to minimum continuous service of 1 Year, minimum deployment of 40 security guards in each organisation and minimum contract value of Rs 25 lakhs) in the past 5 years as on March 31, 2024  a) Up to 3  b) 3-5  c) More than 5  Quality/ Certification-related Marks  a1 ISO (Less than 5 Years)  b) Any other quality-related certification	a) Up to 150  b) More than 150 and up to 250  c) More than 250  Average Turnover Pertaining to Security Services Business (FY2020-21, FY 2021-22, FY2022-23)  a) Up to Rs 4 Crores  b) More than Rs 4 Crores and up to Rs 6 Crores  c) More than Rs 6 Crores  Number of Contracts Executed With RBI/any other Central Govt. Institution or Organization/ State Govt. Institution or Organization/ Public Sector Banks/PSUs (subject to minimum continuous service of 1 Year, minimum deployment of 40 security guards in each organisation and minimum contract value of Rs 25 lakhs) in the past 5 years as on March 31, 2024  a) Up to 3  10 Marks  C) More than 5  Quality/ Certification-related Marks  Maximum Marks  a1 ISO (Less than 5 Years)  b) Any other quality-related certification 05 Marks	a) Up to 150

- \*Documents submitted in respect of each of the above listed evaluation parameters should be duly verified by a certified CA. Documents without proper certification shall be considered invalid.
- > The Bank is not bound to accept the lowest bid 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.

### **Details of Experience**

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

Signature of the Applicant (WITH SEAL)

Please attach a certificate from minimum of three such clients as per Annex-II

#### **CONFIDENTIAL**

NAME & ADDRESS OF THE

# CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF FIRM/COMPANY PROVIDING SECURITY GUARDS

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

Signature of the Authorized Official (with Seal)

Place:	
Date:	

#### **Working Penalty Clause**

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

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

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

S No	Service Level Agreement (SLA)  General	Failure Tolerance Level	Risk	Penalty per Month
1	Failure to monitor thefts / pilferage regularly at assigned area.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
2	Staff shall not be Missing from duty/ post.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
3	Failure to intimate of incidents immediately to Security Manager	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
4	Staff shall not sleep on duty and should be alert at all time	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.

5	Misbehaviour by the Staff with any employee / visitors etc.	Zero	Medi um	Minimum 0.3% To Maximum 3% of the bill value.
6	Failure of the officer/Supervisor in handing and taking over of duties during shift change and failure to follow SOP	Zero	Medi um	Minimum 0.3% To Maximum 3% of the bill value.
7	Misuse of Bank property/ equipment.	Zero	Medi um	Minimum 0.3% To Maximum 3% of the bill value.
8	Trainings shall be conducted as per calendar approved from Bank by the Agency	Minimum one training session to all staffs in a month- (Zero)	Low	Minimum 0.2% To Maximum 2% of the bill value.
9	Round the clock patrolling in each shifts	Patrolling minimum 1 time in a hour during Day / Night - (Zero)	Low	Minimum 0.2% To Maximum 2% of the bill value.
10	Senior Security Guard / Shift IC to ensure Team performance & discipline is maintained at all the time	Zero	Low	Minimum 0.2% To Maximum 2% of the bill value.
11	Smart Turnout, Good Uniform with ID card at all the time.	Zero	Low	Minimum 0.2% To Maximum 2% of the bill value.

Penalty per Month

	High Risk	Minimum 0.5% to a Maximum of 3% of the monthly bill value and not exceeding more than 10% of the total bill value.
S L A	Medium Risk	Minimum 0.3% to a Maximum of 3% of the monthly bill value and not exceeding more than 10% of the total bill value.
	Low Row	Minimum 0.2% to a Maximum of 2% of the monthly bill value and not exceeding more than 10% of the total bill value.

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

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

S No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1	Shall comply with the statutory requirement regarding maximum number of hours of service of 8 hours per day.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
2	Failure to deploy 100% security staff in each shift.	Should not be less than 98% attendance on daily shift basis- (Zero)	High	Minimum 0.5% To Maximum 3% of the bill value.
3	Higher grade staff shall not be deployed in lower grade.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
4	Failure to comply with the Applicable laws	Zero	Medium	Minimum 0.3% To Maximum 3% of the bill value.
5	Deploying the Staff/employees without giving weekly-off.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
6	Attendance register shall be maintained in such a manner that daily tracking of staff is possible.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
7	Statutory requirement documents to be provided by keeping one register each i.e., -Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
8	Participation in the Vendor compliance Audit.	Zero	High	Minimum 0.5% To Maximum 3% of the bill value.
9	Statutory requirement documents to be provided on time i.e., -PF/ESI	Before 5th of every month	Medium	Minimum 0.3% To Maximum 3% of the bill value.
10	Failure to pay the salary with in10th of each month	on or before 10th every month	Medium	Minimum 0.3% To Maximum 3% of the bill value.

#### **Penalty per Month**

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

# <u>Tentative Posting Details of Security Guards and Supervisors</u> (UA-Unarmed, S-Supervisor)

- (i) BMOP, RBI, Patna (UA-9; S-04) 24 hours surveillance in 3 shifts (0600 Hrs. to 1400 Hrs., 1400 Hrs. to 2200 Hrs. and 2200 Hrs. to 0600 Hrs.) on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring two unarmed guards in all shifts. Additionally, from 0930 Hrs. to 1730 Hrs, three additional unarmed guards (including one female guard) may be deployed. One supervisor may be deployed in each shift, including the general shift.
- (ii) RBI Senior Officers Quarters at Bank Road, Patna (UA-06; S-03) 24 hours surveillance in 3 shifts in on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring two unarmed guards and one supervisor in each shift.
- (iii) **RBI Officers Quarters at Lohianagar, Patna (UA-09; S-03)** 24 hours surveillance in 3 shifts on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring three unarmed guards and one supervisor per shift.
- (iv) RBI Staff Quarters at Rajendra Nagar, Patna (UA-06; S-03) 24 hours surveillance in 3 shifts on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring two guards and one supervisor per shift.
- (v) **RBI Staff Quarters at Kurji, Patna (UA-06; S-03) –** 24 hours surveillance in 3 shifts on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring two unarmed guards and one supervisor per shift.
- (vi) RBI Staff Quarters at Bahadurpur, Patna (UA-06; S-03) 24 hours surveillance in 3 shifts on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring two guards and one supervisor per shift.
- (vii) **RBI staff Quarters at Digha, Patna (UA-12; S-03)** 24 hours surveillance in 3 shifts on all seven days in a week. Each shift shall be for 8 hours which shall strictly be followed by ensuring four unarmed guards and one supervisor per shift.

## LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED IN ACCORDANCE WITH CONTRACTOR'S LABOUR REGULATIONS

- 1. Willful insubordination or disobedience, whether alone or in combination with other.
- 2. Theft, fraud or dishonesty in connection with the Contractors beside a business or property of Reserve Bank of India.
- 3. Taking or giving bribes or any illegal gratifications.
- 4. Habitual late attendance.
- 5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
- 6. Habitual negligence.
- 7. Smoking near or around the area where combustible or other materials are locked or in office/ residential premises.
- 8. Habitual indiscipline.
- Causing damage to work in the progress or to property of the Reserve Bank of India or of the Contractor.
- 10. Sleeping on duty.
- 11. Malingering or slowing down work.
- 12. Giving of false information regarding name, age father's name etc.
- 13. Habitual loss of wage cards supplied by the employers.
- 14. Making false complaints and/or misleading statements.
- 15. Engaging on trade within the premises of the establishments.
- 16. Any unauthorized divulgence of business affairs of the employees.
- 17. Holding meeting inside the premises without previous sanction of the employers.
- 18. Threatening or intimidating any workman or employer during the working hours within the premises.

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

Place :			
Date :			
The Regional Director			
Reserve Bank of India,			
HRMD			
Patna			
Dear Sir,			
Bank Guarantee For PERFO	RMANCE SECUE	RITY DEPOSIT	
Contract for deployment of lof Reserve Bank of India, Page 19		Guards at Offi	ce and residential premises
WHEREAS			
(hereinafter called "the RBI") deployment of Private Secur of India, Patna". (hereinafter	has awarded the rity Guards at Offer called the "Co	Contract for th ice and reside ntract") to M/s	d Bhagat Singh Road, Mumba e "Annual Service Contract for ential premises of Reserve Ban s (Name of the ch expression shall include it
Security for a	total	amount	to submit to RBI a Performance of ₹(Amount in figures and words) for
the due fulfilment by the said We,(Name	contractor of the of the Bank), (her	terms and con einafter called	iditions contained in the contract "the Bank"), at the request of Ma to pay to the RBI an amount no
		•	for due fulfilment of the terms an

#### NOW THIS GUARANTEE WITNESSETH

constitution of our said constituents.

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 ₹
2. We also agree to undertake and confirm that the sum not exceeding ₹
without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –
a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ (Rupees only).
b) Our liability under these presents shall not exceed the sum of ₹ (Rupees only).
c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part

d) This guarantee shall remain in force up to 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.

of our said constituents/clients or their obligations thereunder or by dissolution or change in the

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 or 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

(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).

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

60

### **Indicative Check list for Documents to be Submitted**

Sr.	Documents		
1.	Formal letter requesting empanelment in official letterhead of the applicant		
2.	Duly filled in & signed Application Form		
3.	Trade License/certificate of incorporation		
4.	Client's Certificates from three (03) different clients in sealed official cover of the client- Annexure-II		
5.	Name & Address of the organization-		
	(i) Address and telephone number Registered Office (ii) Address of the office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.		
6.	Type of Organization- date of Establishment. Please enclose relevant documents.		
7.	Name of the PSA		
8.	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.		
9.	Memorandum of Association		
10.	Pan India (minimum three States) Presence Documents and Branch/Office at Patna. Attach relevant documents including valid PSARA license for each State including State of Bihar.		
11.	PSA should be continuously in business (providing Security guards) at least for 05 years as on March 31, 2024. Furnish clients list showing the details of work carried out by them during last five years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any. The agency should submit documentary evidence in support of minimum experience of five years. Copies of documentary proof such as Certificate of Incorporation, IT Returns, PAN card, etc to be attached.		
12.	The estimated cost of the contract is around Three crore seventy-five lakhs (₹3.75 crore). The agency is required to submit experience of having successfully completed similar works (providing security guards) during last five years ending March 31, 2024 as under (submit copies of work orders):		
	(i) Minimum three similar works (providing security guards) each costing not less than ₹1,50,00,000/- (40% of the estimated cost) or ii) Minimum two similar works (providing security guards) each costing not less than ₹1,87,50,000/- (50% of the estimated cost) or iii) Minimum one similar work (providing security guards) costing not less than ₹3,00,00,000/- (80% of the estimated cost).		

13. Details of Security Personnel available in the organization for deployment (proof to be submitted) (i) Security Supervisors (Ex-defense/paramilitary) (ii) Security Guards deployment 14.a Experience of existing in minimum three various Govt. institution/bodies/establishments (including residential premises) or in five star hotels with deployment of minimum 40 Security guards each. PSA should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the PSAs to the RBI's satisfaction. Details as per Annex-I may be provided. Please enclose certificate from minimum of three clients, preferably Govt. / public sector clients availing the service. It may be noted that if the PSA has served at any office of RBI in the past or provided 14.b service at any office of RBI, it should mandatorily submit client certificate from that Regional Office/Training Establishment of RBI. Audited Balance Sheet for 3 FY's i.e 2020-21/2021-22/ 2022-23. 15. The average turnover of the PSAs in these three financial years ending March 31, 2023 should not be less than Rs. Three crore seventy-five lakhs (₹3.75 crore) each. Supported by audited balance sheet of 2020-21, 2021-22, 2022-23. 16. Name and address of the Bankers. Please enclose a certificate from bankers regarding financial standing. 17. PAN information of the firm/company. A copy of Last Income Tax Clearance Certificate may be attached. Income Tax Return (i) 2020-21 (ii) 2021-22 (iii) 2022-23 PSA should have Credible Supervisory Infrastructure and network. 18. 19. Certificate from ESI Corporation (latest). Certificate from EPF Organization under EPF & Misc. Provision Act. 1952 (latest). 20. 21. Registration Certificate under Contract Labour Act (Regulation & Abolition) 1970. 22. Registration Certificate for Service Tax. 23. PSA should have on its rolls minimum 500 Security Guards (deployed) as on March 31, 2024. (Copy of EPFO, ESIC challan, Valid work orders for security services showing strength of deployed security guards should be attached) 24. Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required. 25. Whether the firm/company is adhering to Minimum Wages Act, Other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service (Documentary evidence in support of the compliance of various provisions/acts to be submitted)

License from Police authorities under 'Private Security Agency (Regulation) Act-2005'. 26. PSARA- 2005 License. PSARA-2005 License for State of Bihar Please also clarify whether the police verification of antecedents of the staff deployed is being done or not. 27. PSA must have an office in Patna, with telephone and must have a 24X7 control Room (Emergency Response Room) at Patna (Provide details) PSA should have effective infrastructure for the training of the security guards and lady 28. surveillance cum security guards and valid license for running the training establishment issued by PSARA controlling authority of any State. Training institute should have full training infrastructure including physical training. The security guards must have attained minimum prescribed training, as per PSARA-2005 Act. The license for training institute must have validity till the period of the tender. The PSA will have to enclose/submit certificate of training before deployment of the security guards/supervisors. PSA should have ISO 9001-2015 certification. 29. 30. PSA should submit solvency certificate of Rs. 3.75 crore from its banker, the issued date of the solvency certificate should not be older than March 31, 2024 31. The Bank Account (MICR Code and Account Number) Where Payments Would be Received by the Firm in respect of the Security Guards who would be employed. Also indicate whether the firm is ready to accept the payments through Electronic Clearing Service (ECS)-RTGS/NEFT 32. Other document, if any: