



Reserve Bank of India

Human Resource Management Department

Protocol & Security Cell

Patna

PART – I **TECHNICAL BID**

TENDER

for

Providing SECURITY GUARDS at
Bank's Main Office Premises and Residential Quarters
for the period October 1, 2017 to June 30, 2018

Name of Tenderer:

Address:

Land Line & Mobile numbers:

Last Date of Submission: - 15/09/2017 up to 5:00 P.M.



Reserve Bank of India

Human Resource Management Department

Protocol & Security Cell

Patna

Sealed tenders are invited in the prescribed format by **Reserve Bank of India, Human Resource Management Department, Protocol & Security Cell, South Gandhi Maidan, Patna – 800001** hereinafter referred to as 'The Bank' from reputed firms/companies/agencies engaged in providing Security Guards on contract basis for guarding the Bank's Main Office Premises (BMOP) and Residential Colonies (i.e monitoring/recording movement of men, material and vehicles, surveillance of Residential colonies etc.) located in Patna for an initial period of nine months (October 1, 2017 to June 30, 2018). However, the contract can be extended for a further period of two (02) years subject to the satisfactory performance of the staff deployed and adherence to contractual obligations by the concerned firm/company/agency.

1.1 The estimated number of Armed/Unarmed Security guards to be deployed at Bank's Main Office Premises and in the Bank's residential colonies will be **FIFTY (50) (Armed (A)-05; Unarmed (UA)-39; Supervisor (S)-06)** with the provision of increasing/decreasing the numbers as and when required. The deployment details are as follows: -

- (i) **BMOP, RBI, Patna (UA: 07)** – 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 guards per shift and one unarmed guard from 0930 Hrs. to 1730 Hrs.
- (ii) **RBI Senior Officers Quarters at Bank Road, Patna (A-01; UA-05; S-01)** – 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 guards per shift with one armed guard in night shift.
- (iii) **RBI Officers Quarters at Lohianagar, Patna (A-01; UA-06; S-01)** – 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 per shift with one armed guard in night shift and one additional unarmed guard in morning and evening shift for four hours each.

- (iv) **RBI Staff Quarters at Rajendra Nagar, Patna (A-01; UA-05; S-01)** – 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 per shift with one armed guard in night shift.
- (v) **RBI Staff Quarters at Kurji, Patna (A-01; UA-05; S-01)** – 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 per shift with one armed guard in night shift.
- (vi) **RBI Staff Quarters at Bahadurpur, Patna (A-01; UA-05; S-01)** – 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 per shift with one armed guard in night shift.
- (vii) **RBI staff Quarters at Digha, Patna (UA-06; S-01)** – 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 per shift.

- 1.2** The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or any time during the currency of contract.
- 1.3** Only firms having minimum 5 years' experience as on date of publication of tender notice in the field of providing security services as mentioned in the Part-I of the tender form are eligible to apply.
- 1.4** The tender form is available on RBI website (<https://www.rbi.org.in>) and the same can be downloaded through link https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx



- 1.5** Tender forms can also be obtained from Manager (Personnel), Human Resource Management Department, 1st Floor, Reserve Bank of India, Patna-800001 on any working day (Monday–Friday) from **August 28, 2017 to September 15, 2017 between 10:00 A.M. to 02:00 P.M.**
- 1.6** Tenders shall be submitted in two parts, i.e., Technical bid and Financial bid and submitted in separate sealed envelopes superscribed as “Part-I” and “Part-II”. Both these sealed covers should be further sealed in another sealed envelope superscribed **“TENDER FOR PROVIDING SECURITY GUARDS”** and addressed to The Regional Director, Reserve Bank of India, South Gandhi Maidan, Human Resource Management Department, Patna – 800001. **The Tender forms complete in all respects may be submitted latest by 5.00 P.M on September 15, 2017 in the Tender Box kept at ground floor of Bank Premises.**
- 1.7** Part- I (Technical Bid) of the tender document should be duly filled and submitted along with the documents as mentioned therein along with an **Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. One Lakh only) in the form of Demand Draft favouring Reserve Bank of India payable at Patna.** All the pages of Part I, along with its [Annex](#) and enclosures should be signed and stamped by Authorized person/persons of the Company/Firm/Agency. **Check list of technical Evaluation is given in Annex.**
- 1.8** Part-II (Financial Bid) should only contain Quoted rates in the enclosed Format-II duly signed and stamped by the Authorized person/persons of the Company/ Firm/ Agency.
- 1.9** Any Tender not accompanied by **EMD of Rs. 1,00,000/-** shall be rejected.
- 1.10** Bid Security (EMD) shall be forfeited if the tenderer withdraws his bid during the period of Tender validity or fails to execute the contract or award of work.



2. ELIGIBILITY CRITERIA FOR TENDERERS

- 2.1 The Tenderer may be Proprietary firm, Partnership firm, Limited company or Corporate body legally constituted.
- 2.2 **Should hold valid license issued by Government of Bihar under The Private Security Agency (Regulations) Act 2005 (PSARA 2005) and the same should be valid till the contract period i.e. June 30, 2018.** The Agency shall also ensure that all provisions of The PSARA 2005 and Bihar Private Security Agency Rules, 2011 are complied with.
- 2.3 Only companies/firms having **5 years' experience** as on the date of publication of tender notice in providing services of Security Guards to Government / Semi-Government or other major institutions, having executed two or more such contracts individually costing not less than Rs.25 lakh per year during the last three (03) years and having an **annual turnover** of not less than **Rs.100 lakh per annum** for the last three (03) financial years may apply for the work. The tenderer should submit documentary evidence for the same.
- 2.4 The agency should have office in Patna with proper training facility for Security Guards.
- 2.5 The bidder should have 24 X 7 control centre with availability of Quick Reaction Team (QRT) Services/team for quick deployment if required.

3. GENERAL TERMS AND CONDITIONS

- 3.1 The security guards shall be deployed by the Contractor/Security Agency (hereinafter used interchangeably) to the Bank from out of his pool of security staff who shall be the direct employees of the Contractor for all purposes and object under the labour and welfare laws in force from time to time, including contract labour legislations. The guards deployed by the Contractor will be in direct control of In-Charge, Protocol & Security Cell, RBI, Patna.
- 3.2 The security guards deployed by the Contractor for posting at the Bank's premises/colonies shall be the direct employees of the Contractor for all legal purposes and shall be under his direct and complete control. The Contractor shall supervise over them at all



times and ensure that they carry on the work properly and faithfully to the Bank's satisfaction. For the purposes of ensuring this satisfaction, the Bank may from time to time at the prescribed periodicity or by surprise do inspections of Security Guards etc. through its own Security Officials or any other officer designated for the purpose.

- 3.3** The Contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance when deemed necessary and Contractor shall abide by the same. The Contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Patna indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Patna shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractors monthly payment and Security Money Deposit/bank guarantee.
- 3.4** The Bank shall deal only with the Contractor and it shall be for the Contractor to assign the work to the security guards posted / appointed by him at the Bank's premises from time to time in accordance with the Bank's instructions. In the event of the Bank considering the act/conduct of any of the security guards posted / appointed by the Contractor to be derogatory to and not in due discharge of the duties and responsibilities entrusted to him and reporting such act / conduct to the Contractor, the Contractor shall



forthwith take appropriate action to protect the Bank's interest. Further, upon the Bank reporting and demanding withdrawal of any of the security guard posted at its said premises for the reason that their conduct and behaviour or the performance of the duty entrusted to them is not considered satisfactory by the Bank or for any other reason, the Contractor shall forthwith replace the said guard by / with suitable guard. The decision of the Bank in this regard shall be final, conclusive and binding upon the Contractor, who shall ensure that the services provided by him are to the satisfaction of the Bank. Subject to this clause, the Contractor has the right to transfer in the discharge of its obligations under the Agreement and in its absolute discretion any of the security guards as it may determine, posted by him on the premises of the Bank colonies, provided however that he shall keep the Bank informed of the same, and any other changes contemplated by him will be duly communicated to the Bank, as far as possible in advance.

- 3.5** It shall be the responsibility of the Contractor to ensure that the Security Guards deployed by him are physically fit, active, healthy, smart, and intelligent with good bearing, honest and competent, free from any disease contagious or otherwise. The responsibility of their discipline will be that of the Contractor. The persons provided should have proper knowledge of their job. Persons so engaged by the Contractor shall be properly trained and certified security personnel (from their training institute) of high integrity and good conduct and **preferably below the age of 45 years**. In no circumstances, guards below 18 years and above 50 years of age should be employed.
- 3.6** The Contractor shall ensure that the guards are always in proper uniform to be supplied by the Contractor, while on duty. In this regard, the Contractor shall at his cost provide to the security guards sets of uniform, boots, caps, jerseys for winter, belts, badges and other security equipment like lathis/batons, torches, cells, whistle, registers and stationery as approved by the Bank and for the proper maintenance of the same the Contractor alone shall be responsible or liable.
- 3.7** The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill,



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

- 3.8** The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the Security Guards which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such Security Guards.
- 3.9** In case of sickness or leave or absence from duty for whatever cause, of Security Guards, the Contractor shall undertake to provide suitable replacement of such Security Guards. On occasion when it is not possible to provide the replacement immediately, the Contractor shall ensure that no post is left unmanned. The Bank will not be liable for payment whatsoever on account of replacement of Security Guard, which shall be the obligation of the Contractor.
- 3.10** In case any of Contractor's personnel deployed under the contract is (are) absent/negligent, a penalty equal to double the daily wages



of number of guards absent/negligent on that particular day shall be levied by the Bank and the same shall be deducted from the Contractor's bills.

- 3.11** The Contractor shall submit details, such as names, parentage, residential address, age etc., along with recent photograph of the persons deployed by him. For the purpose of proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs / identification etc. and such employees shall display their identity cards at the time of duty.
- 3.12** The Agency/Firm should have an office in Patna.
- 3.13** The Contractor shall alone be liable to pay the salaries / wages at all times that the same are not below the minimum wages prescribed by GoI as per Area classification from time to time, contributory saving fund, Gratuity, Risk Insurance and ESIS to the Security Guards provided to the Bank as and when due and shall maintain all necessary records. It is agreed and understood that such Security Guards shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Contractor shall supply the same to the Bank within a reasonable time say not exceeding four days. The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the "Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". Contractor has to deposit the ESI & EPF contribution in respective organizations (ESIC & EPFO) and he has to ensure that all his employees are given ESI Card and EPF Card immediately.
- 3.14** Accommodation for living of the Security guards will be provided by the Contractor at his own cost. The Bank shall not bear any responsibility in this regard.
- 3.15** The Security Money deposited/bank guarantee by the Contractor shall be liable to be forfeited or appropriated in the event of



unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by RBI, Patna on account of failure or negligence of the guards deployed by him or in the event of breach of the agreement by the Contractor.

- 3.16** The Contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to anybody information about the affairs of Bank. This clause does not apply to the information, which is in public domain.
- 3.17** Guards provided shall be adequately trained in safety and security measures including first aid, emergency responses & firefighting operations and **Minimum Height of the guards should be 165 Cms. Police verification Report and Training certificates of individual guards has to be submitted.**
- 3.18** RBI, Patna will deduct tax at source and all other statutory taxes/ charges etc. as applicable from time to time from the amount payable to the Contractor.
- 3.19** The Security personnel deployed by the Security Agency at the site shall operate the water pump at the premises ensuring thereby proper water supply to the residents. They shall also ensure that the equipments at the pump house are properly operated and no damage is caused to them on account of their mishandling.
- 3.20** The Security personnel deployed by the Security Agency at the site shall switch-on and switch- off the lights in the common area of the residential premises. They shall also be responsible for operating the Power Generators. They shall ensure that no damage is caused to the equipments on account of their mishandling.
- 3.21** The eight hours shift will normally commence from 0600 Hrs. to 1400 Hrs., 1400 Hrs. to 2200 hrs. and 2200 Hrs. to 0600 Hrs. But the timings of the shift are changeable and can be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. **No payment shall be made by the Bank for double duty, if any. A**



fine of Rs. 500/- is liable in such cases from the Contractor's bill. Authorised Manager must organize surprise visits, at least 3 visits during day and 2 during nights (between 12 am and 04 am) every week to check the alertness and attentiveness of the security guards. A separate register to this effect should be kept at the premises and produced for inspection by the authorized representatives of the Bank. Failure to carry out the minimum prescribed checks as above, will attract penalty of Rs. 500/- per missed visit. The above will be closely monitored through Closed Circuit Television (CCTV) and false claims will lead to immediate termination of contract.

- 3.22** The Contractor / Agency shall comply with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- 3.23** Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- 3.24** The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 3.25** The Bank will normally make all payments due under this Agreement (the payment of the preceding month) latest by 7th day of each month provided the bill is correct in all respect. The payment will be made against the printed bill which should be properly signed by authorised signatory with proper stamp as used by the Contractor. The bill shall, for this purpose reach this office



by 2nd day of each month. In case, it is a holiday/non-working day or for any other reason, the payment will be made on next working day.

3.26 This contract will be valid initially for a period of nine months from October 1, 2017 to June 30, 2018.

3.27 In case, so required by Law/ rules/ regulations, the Contractor shall ensure that a labour licence under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law/rules is renewed as and when required and is kept in force during the period of the contract and that all terms and conditions thereunder are complied by him at all times.

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

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

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

3.31 That any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by Competent Authority i.e. General Manager (HRMD). However,



Contractor will have the right to appeal to the Regional Director whose decision will be final in the matter.

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

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

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

- a) On the expiry of the contract period or terminations in terms of para 3.28 of this agreement. OR,
- b) A notice at any time 'during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services. OR,
- c) For committing breach of any of the terms and conditions of the contract by the Contractor. OR,
- d) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person. OR,
- e) On Contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove



all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/ hindrance / problem of any nature to Reserve Bank of India.

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

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

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

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

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

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



- 3.40** The arbitrator may give interim awards and / or directions, as may be required.
- 3.41** Subject to the aforesaid provisions of the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 3.42** The Courts at Patna only shall have the jurisdiction for the purpose of this agreement. With mutual consensus, even Arbitration machinery may be used for settling disputes.
- 3.43** The Contractor shall get the antecedents of the Security Guards and agency itself checked / verified through the local police / intelligence agency to ensure that no undesirable person is deployed.
- 3.44** Bank shall be authorised to impose Penalty on the Contractor for proved deficiency of service/ disregard of Bank's instructions/wilful disobedience by guards/ Contractor and obnoxious and patently wilful discourteous or outrageous behaviour or Act. Such penalty shall not be leviable without specific permission of the Competent Authority. However, once levied, it will be deducted from the outstanding bill(s). This right of the Bank shall exist without prejudice to Bank's rights under para 3.33 and para 3.27 of the Agreement.
- 3.45** The Contractor will submit the following along with the bill from 2nd month onwards –
- a) Certified that Wages of employees were credited to their bank accounts on (date) or paid in cash.
 - b) Certified that ESI Contribution relating to workers amounting to Rs._____ was deposited on (date) (copy of the challan enclosed)
 - c) Certified that EPF contribution relating to workers amounting to Rs._____ was deposited on (date) (copy of the challan enclosed)
 - d) Certified that the Company/Firm/Agency is complying with all statutory Labour Laws including Minimum Wage Act.



- e) Certified that every security guards and supervisors have been issued salary slip.

4. OPENING OF TENDER

- 4.1** The Part-I (Technical Bids) will be opened on **September 18, 2017 at 3:00 P.M.** in the presence of the tenderers or their representatives who are present at the time of opening of the tender. No separate intimation will be given in this regard.
- 4.2** The tender which does not comply with the conditions prescribed in the tender form will be summarily rejected.
- 4.3** Conditional bids will also be summarily rejected.
- 4.4** The Part-II (Financial bids) of only those tenderers who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.

5. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 5.1** The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- 5.2** The Bank may terminate the contract, if it is found after award of the work, that the Contractor was black listed during last 3 years by any of the Govt. Departments/Institutions/Autonomous bodies/ Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 5.3** The Bank may terminate the contract in the event the successful bidder fails to furnish the Security Deposit/ Performance Bank Guarantee or fails to execute the agreement within specified period.
- 5.4** The tenders which are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.



- 5.5 If any of the client report for similar services submitted by the tenderer is not found correct and/or satisfactory, the tender shall be rejected outright and its Part II shall not be opened.

6. AWARD OF CONTRACT

- 6.1. The Bank will award the contract to the successful evaluated bidder whose bid has been found to be eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 6.2. The Bank will communicate the successful bidder by letter transmitted by Registered post/ Speed post that his bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award")
- 6.3. The successful bidder will be required to execute an agreement within a period of one week from the date of issue of Letter of Award.
- 6.4 The Contract shall come into full force and effect on the date of issue of the Letter of Award. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- 6.5 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 6.6 The Contractor will deposit interest free security deposit equivalent to **two months' bill** (excluding the service charges and GST) after being issued work order/awarding of contract. The Security Deposit shall be in the form of **Performace Bank Guarantee** favouring "The Regional Director, RBI, Patna" with the validity till term of the contract.
- 6.7 The Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In



case the contract period is extended further, the validity of Security Deposit shall stand automatically extended.

- 6.8** Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Security Deposit.

* * * * *



FORMAT – I

Format of Technical Bid

(To be given on tenderer's letter head)

Tender for Providing SECURITY GUARDS

In response to the above and in full agreement with the terms and conditions as stipulated by 'The Bank', I/We state as under:

- a) I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/ Government of Bihar from time to time/other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF/ESI/Bonus/Gratuity, etc., also need to be paid as prescribed under various statutes, by me/us.
- b) The firm agrees to deposit interest free security deposit equivalent to two months' bill (excluding the service charges and GST) after being issued work order/awarding of contract. The Security Deposit shall be in the form of Performance Bank Guarantee favouring "The Regional Director, RBI, Patna" with the validity till term of the contract.
- c) I/We also understand that the 'The Bank' has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- d) I/We have valid registration in respect of Employees Provident fund / Employees State Insurance / GST etc., copies of the above are enclosed herewith.

**Authorised Signatory
(Name & Seal)**



Documents to be submitted along with the application:

1. Copy of Certificate of Incorporation (in case of companies registered under the Companies Act, 1956) / Registration Certificate (in case of partnership firms and proprietary concerns)
2. Copy of Memorandum and Articles of Association (in case of companies registered under the Companies Act, 1956) / Partnership Deed (in case of partnership firms)
3. Copy of Tax Returns filed for last 3 years.
4. Provident fund registration code.
5. ESI Registration code.
6. Labour License.
7. Registration number.
8. GST Number.
9. Two client reports from organisations to which services are currently provided as per the format provided in the tender document.
10. Copy of audited Balance Sheet for year 2014-15, 2015-16, 2016-17 duly certified by practicing CA.
11. Experience Details –

List of similar contracts entered into by the tenderer during the last 3 years (including orders on hand at present)

Sr.No.	No. of Security Guards provided	Cost of deployment (per year in Rupees)	Name and address of the organisation to whom the services were provided



ANNEX – I

Particulars of Company/Firm

S.N.	Particulars	Details	
1	Name of the Company/Firm		
2	Type of Company (Proprietorship, Partnership etc.)		
3	Name and address of the Proprietor/ Partners/ Directors of the Company		
4	Registration (firm, company etc.)/ Registration Authority, Registration Number, Date etc.		
5	Registered office address, telephone number & email address		
6	Provident Fund Registration Code		
7	ESI Registration Code		
8	Labour License		
9	GST Number		
10	Office address through which the work will be handled		
11	Experience in undertaking similar services to other organizations		
12	Total value of the services provided to the other organisations for the last three (03) years	YEAR	AMOUNT
		2014-15	
		2015-16	
		2016-17	
13	Whether financially sound to undertake services (furnish Balance Sheet for 3 years)	2014-15	
		2015-16	
		2016-17	
14	Whether deployed Security Guards to any of the Government / Semi- Government or other major institutions and if so, furnish details		
15	Indicate if involved in any litigation		
16	Any civil suits pending in any of the orders executed, give details		
17	Any other information		

**Authorised Signatory
(Name & Seal)**

**ANNEX – II**

Details of Banker/s
(To be given on tenderer's letter head)

Particulars	Banker/s Details
Name of the Branch and its complete postal Address	
Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No(s) etc.	
Type of Account and Account No. with IFSC code of the Branch	
Whether Credit Facility/Overdraft facility enjoyed by the service provider	
The period from which the service provider has been banking with the Banker	
Any other information which the service provider may like to furnish about its Banker/s	

Authorised Signatory
(Name & Seal)



CLIENT'S CERTIFICATE - PERFORMANCE OF CONTRACTOR

Name and address of the Client: _____

1. Details of Works executed by Smt/Shri/M/s:
2. Name of the work with brief particulars:
3. Number of security personnel engaged(Armed/Unarmed):
4. Agreement No. and Date:
5. Agreement amount:
6. Number of Years of service rendered to:
7. Details of Penalty levied for delay (indicate amount), if any:
8. Quality of Service (indicate grading): Outstanding/ Very good/
Good/ Satisfactory/ Poor:
9. Comments on the capabilities of the Contractor:
 - a) Proficiency: Outstanding/Very Good/Good/Satisfactory/Poor
 - b) Financial Soundness: Outstanding/Very good/Good/Satisfactory/
Poor
10. Did the Contractor go for arbitration? If yes, total amount or claim:

**Authorised Signatory
(Name & Seal)**



Reserve Bank of India

Human Resource Management Department

Protocol & Security Cell

Patna

PART – II **PRICE BID**

TENDER

for

Providing SECURITY GUARDS at
Bank's Main Office Premises and Residential Quarters
for the period October 1, 2017 to June 30, 2018

Name of Tenderer:

Address:

Land Line & Mobile numbers:

Last Date of Submission: - 15/09/2017 up to 5:00 P.M.



FORMAT – II

Format of Price Bid

(To be given on tenderer's letter head)

Tender for Providing SECURITY GUARDS

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

SERVICES PROVIDED: Deployment of FIFTY (50) Security Guards/ Supervisors at Bank's Main Office Premises and Residential Colonies at Various locations in Patna in three shifts as per details given in the tender documents.

QUOTED RATES

Particulars	Nos. required	Wages (all inclusive) per person	Taxes (GST etc.)	Total Cost
Armed Guards	05			
Unarmed Guards	39			
Supervisors	06			
GRAND TOTAL				

*Note: Rates should be quoted inclusive of all expenses (**Central Minimum Wages must be ensured**).*

I have gone through the terms and conditions accompanying the tender document and agreeable to them.

Authorised Signatory
(With Name & Seal)