



Tender No: ZO/KOLK/SECY/2022-23/01

TENDER DOCUMENT

FOR

**HIRING OF PRIVATE SECURITY AGENCY FOR PROVIDING SECURITY GUARDS
WITHOUT ARMS FOR PREMISES UNDER KOLKATA ZONE**



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सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India

NOTICE INVITING TENDER (NIT)

Tender No: ZO/KOLK/SECY/2022-23/01

Central Bank of India, a body corporate constituted in India under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Head Office at Chander Mukhi, Nariman Point, Mumbai – 400021 and its Zonal Office at 33, N.S. Road Kolkata-700001 hereinafter called "Bank" invites sealed Tenders from eligible Private Security Agency hereinafter called "PSA" for **Hiring of Private Security Agency to provide 07 Security Guards without arms for Bank Premises(Zonal Office and Central Bank Officer Training College(CBOTC),Kolkata) under Kolkata Zone for one year period.**

For complete description of the requirement, please refer to the Tender document.

Tendering shall be conducted in accordance with Open Tender procedures of the Bank. Technical and Financial bids has to be submitted in separate envelopes by the PSA. Prospective PSA must take note of the qualification requirements as specified in the Tender document. Technical eligibility criteria are elaborated in Annexure I of Tender document. Tender document can be downloaded from our website www.centralbankofindia.co.in/en/active-Tender

Date of issue of Tender	14th June 2022
Last date and time	27th June, 1500 Hrs
Date and Time of Technical Bid Opening	28th June 1500 Hrs
Address/Place of opening of Bids	Zonal Head, Central Bank of India, Zonal Office 33, N S Road, Kolkata
Contact Numbers, email	7602530111, email: securitykolkzo@centralbank.co.in
Cost of RFP	₹ 2,000/- (Two Thousand only) in the form of Demand Draft (DD)/ Pay Order(PO) in favour of Central Bank of India, payable at Kolkata. The Demand Draft/ Pay Order (PO) should be submitted at the time of bid submission.
Earnest Money Deposit (EMD)	₹ 48,000/- (Forty Eight Thousand only) in the form of Pay Order or Demand Draft in favour of Central Bank of India, payable at Kolkata. EMD should be enclosed in Technical Bid. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Central Bank of India valid for 120 days.

Tender offers will be opened as per the schedule mentioned above at the address mentioned above in the presence of the PSA' representatives who choose to attend the opening of Tender. Technical specifications, Terms and Conditions, and various formats for submitting the Tender offer are described in the Tender document. Further "Addendum" (if any) shall be issued on Bank's website only and PSA has to refer the same before final submission of the Tender. For any clarifications, contact above email id. The Bank is not bound to accept any particular Tender received in response to this invitation and reserves the right to reject all Tenders and cancel the Tendering process at any time without any liability to any party whatsoever.



Central Bank of India, a body corporate constituted in India under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Head Office at Chander Mukhi, Nariman Point, Mumbai – 400021 and its Zonal Office at 33, N.S. Road Kolkata-700001 hereinafter called "Bank" invites sealed Tenders from eligible Private Security Agencies (hereinafter referred to as “PSAs” or “Respondants” or “Vendors”) for the **Hiring of Private Security Agency (PSA) to provide 07 Security Guards without Arms for Bank premises (Zonal Office and Central Bank Officer Training College(CBOTC),Kolkata) under Kolkata Zone for one year period.**

1.0 OBJECTIVE OF TENDER

- 1.1 Central Bank of India, Zonal Office Kolkata invites proposals from eligible Private Security Agency (hereinafter referred to as “PSA”) for providing 07 Security Guards without Arms for Bank premises (Zonal Office and Central Bank Officer Training College(CBOTC),Kolkata) under Kolkata. Zone for one year period.
- 1.2 All offers of the PSA shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such PSA.
- 1.3 The Document may be obtained from the Bank at the communication address given below or can be downloaded from Bank’s Website www.Centralbankofindia.co.in and the response should be submitted at the communication address given in NIT.

2.0 INVITATION OF TENDER BIDS

- 2.1 Central Bank invites bids comprising of Eligibility, Technical and Commercial Bid from experienced PSAs having proven capabilities to provide Security Guards without Arms for Bank Premise under Kolkata Zone. The selected PSA is required to adhere to the terms of this Tender document and any deviation to the same shall not be acceptable to the Bank. Only those PSA, who satisfy the eligibility criteria mentioned in this Tender document need to respond.
- 2.2 This Tender is an invitation for PSAs responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the Tendering process unless and until a formal contract is signed & executed by duly authorized officials of the Bank and the successful PSA. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the successful PSA.
- 2.3 PSAs are expected to examine all instructions, forms, terms, specifications, and other information in the Tender document. Failure to furnish any information required by the Tender document or to submit a bid not substantially responsive to the Tender document in every respect will be at the PSA’s risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this Tender document.
- 2.4 Any bid received after the last date and time for bid submission prescribed as mentioned above, will not be accepted by the Bank. Furthermore, PSAs are advised to submit responses well before the last date and time of bid submission.

3.0 SCOPE OF WORK

The Bank proposes to hire Private Security Agency (PSA) to provide 07 Security Guards without arms for Bank Premises under Kolkata Zone. The Kolkata Zone consists of West Bengal, Odisha and Sikkim States and Andman & Nicobar Island(UT). However, the present requirement of these guards at Zonal Office and Central Bank Officer Training College(CBOTC) Kolkata . The PSA shall provide extra guards to other locations if required by the Bank on the same rate of agreement during the period. The scope of the work involves security and protection to entire assigned premises that includes the open Area & the built up Area, its movable and immovable properties, check all vehicles, maintain entry and exit registers, give instructions to park vehicles at proper place, watch the movement of the public/ customers/ visitors and alert the concerned officer in alarming situation, apart from attending such other duties as may be assigned by the concern Officer of the Bank from time to time. The guard should be skilled in the traffic Management and handling of firefighting equipment. The guards shall be vigilant so that no person shall carry away any belonging of the bank premises and in such event, he shall immediately inform the concerned Officer and act in accordance with the instructions given by him/ her from time to time.

4.0 LANGUAGE OF BID

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the Tender response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

5.0 ELIGIBILITY CRITERIA OF PSA

- 5.1 should be in the Business for the last five years or more.
- 5.2 PSA should have effective infrastructure for training of guards.
- 5.3 Should have credible supervisory infrastructure and network.
- 5.4 PSA should have valid PSARA License.
- 5.5 All the licenses including license under Contract labour (Regulation and abolition) Act 1970/ permissions as required under the Law for the engagement of Security Guards/ use of Arms.
- 5.6 Should have audited balance sheet and should be in profit for at least two consecutive years.
- 5.7 Should have documents providing compliance to MW Act as applicable in various States.
- 5.8 Due weightage should be given to agencies registered with Director General Re-Settlement (New Delhi) and /or agencies providing Services in other PSB/PSU.
- 5.9 The PSA should comply with Govt guidelines on Security Guards providers issued from time to time(except those stayed by any Court of Law). Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the PSAs who do not fulfill any of the following eligibility criteria are liable to be rejected.
- 5.10 PSA should have been registered as a company/firm/LLP under the Indian Companies Act/Partnership/LLP Act or Proprietorship.

- 5.11 PSA should have not been black listed at any time by any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the Tender , otherwise it will not be considered. An undertaking to this effect must be submitted on their letter head. It should be furnished as per the **Annexure IV**
- 5.12 The PSA should have registered itself:
- (a) Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services.
 - (b) Under the Excise, Sales Tax act and GST, as applicable.
 - (c) Under Contract labour (Regulation & Abolition) Act, 1970 with the Central and State Governments.
 - (d) With the Employees State Insurance Corporation (ESI)
 - (e) Under the EPF and MIS Provision Act, 1952
 - (f) Registration under PASARA Act with valid License.
 - (g) All the license/ permissions as required under the law for engagement of Security Guards.
 - (h) The PSA should be an Income Tax Assesse. Self-attested PAN card and income Tax Returns for the last two accounting years should be submitted along with the Technical Bid.
- 5.13 The PSA should indicate the name(s) of commercial banks to which similar services are currently being provided along with their full addresses and details of contact persons, for reference purpose. Certificates of good performance from these banks should be enclosed to the Technical bid. In addition, names and addresses of all other banks/ agencies for which similar services are being provided should be enclosed to the Technical bid.
- 5.14 Profile of the PSA should be furnished as per **Annexure I** and enclosed to the Technical bid. Details of services being provided to other institutions should be given as per **Annexure VI**.

Note: Self attested copies of documents/ certificates in support of the foregoing clauses should be submitted along with the Technical bid. Originals of the documents/ certificates should be produced for verification to the Bank authorities at the address given at the top, within 5 days from the opening of the Technical bid, or as and when required. Failure to comply with any of these conditions may result in rejection of the bid. Bank reserves the right to verify/evaluate the claims made by the PSA independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the PSA. The Bank may accept or reject an offer without assigning any reason whatsoever.

6.0 TERMS AND CONDITIONS

- 6.1 The Bank reserves the right to accept bids, in its sole discretion, Bank's decision in this regard will be final.
- 6.2 The successful PSA should convey their acceptance within 7 days of intimation from the Bank to this effect and enter into an agreement with the Bank on terms and conditions indicated therein, at the earliest but before deploying the Guards. A copy of the agreement to be entered into by the successful PSA is given as **Annexure XII**.

- 6.3 Bank reserves its right to recover the damages through any mode by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the PSA lying with the Bank.
- 6.4 All Security personnel engaged through Private Security Agency should have the following certificates:-
 (a) Character certificate
 (b) Training Certificate by the Agency
- 6.5 Character and antecedent verification of all Guards including leave relievers should be done meticulously. All Guards will be verified by the Police after their antecedent check will be carried out by the PSA. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated every year and shared on a common database at industry level. The Self Regulatory Organisation (SRO) can play a proactive role in creating common data base for the industry. In case of dismissal of employee, the vendor should immediately inform the police with details. Record of the antecedent check will be available with the Service Provider and the Bank. The successful PSA will provide KYC documents and Police Verification report of all the staff at least 15 days in advance of the commencement and such documents should be to the satisfaction of the Bank's officials at the Regional Offices/Zonal's office/ Office and their decision in this regard will be final and binding on the service provider.
- 6.6 The period of engagement will be 01 years which will be extended on satisfactory operations for a further period of 01 years on same terms and conditions.
- 6.7 The successful PSA will ensure strict compliance of all labour laws pertaining to the staff deployed at the Bank's Premises and the Bank will not be liable for any levies / penalties etc. by the authorities concerned. In the event of any demand served by any of the authorities in this regard, the Bank will be entitled to recover any such amounts from the bills / amount payable or from the performance guarantee or from the assets available in the Bank premises.
- 6.8 Bank reserves the right to determine further requirement of Security Guards at other locations/ Premises of the Bank . Bank shall also determine and notify additional per requirement from time to time till the contract is valid.
- 6.9 The PSA shall engage person only after antecedent check and police verification done & kept on record. The Service Provider shall withdraw or bar any of its employee(s) or agent(s) if in the opinion of Bank the quality of service rendered by the said personnel is not as per specifications of the Bank or it is not in the interest of Bank that such personnel of the Service Provider continues to be involved in the said services.
- 6.10 The PSA shall ensure that no Bank officer, director, employee or immediate family member thereof (collectively termed as, —The Bank Personnell) has received or will receive anything of value or of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that no Bank Personnel has a business relationship of any kind with the Service Provider or its officers.
- 6.11 The Service Provider shall meet the Bank Personnel to discuss and review its performance on a regular basis.
- 6.12 The agreement entered into with the successful PSA shall, unless earlier terminated continue to be operative in full force and will be effective, even after the expiry of 12 months, on a month to month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions recorded in the agreement entered into with successful PSA shall be valid subsisting and remain binding on both parties.

- 6.13 The PSA should equip themselves with necessary standby facilities in case of any contingency, to ensure continuous and uninterrupted services.
- 6.14 Payment to private security agency shall be strictly as per Minimum Wages applicable in the State or Central Minimum Wages, whichever is higher. PSA shall comply with stipulation of payment of Minimum wages scrupulously and with all the provisions of laws of the land applicable while providing security guards to the Bank.
- 6.15 PSA should make arrangement for meeting the liabilities relating to provident fund, ESI and other statutory liabilities. Proper receipt of chalangis which are to be attached with monthly bills. In case any liabilities arises on account of unpaid EPF/ESI etc. the same will be recoverable from PSA as it deems fit in accordance with law.
- 6.16 The Security Guards required for the Guarding the premises/offices shall be recommended by the Security Department of the Banks.
- 6.17 PSA will maintain all registers (Attendance Register etc.) as required by Regional Labour Commissioner and other Government Agencies/ Statutory/ competent Authorities and should furnish them & this office as and when required.
- 6.18 PSA should comply with all laws regulation and rules framed under relevant acts/law from time to time for undertaking such jobs and copy of a valid and subsisting license obtained under contract Labour (Regulation and Abolition) Act 1950, issued by the Labour Commissioner Office to be submitted to the Bank.
- 6.19 The persons engaged by PSA should be of sound mind, health, amicable in disposition They should possess impeccable antecedents, good moral character and high level of integrity and honesty. Ex- defence /Ex-para military personnel are preferred. They should not be under influence of alcohol/drug while on duty. Indiscipline of any sort will not be tolerated. Such person has to be terminated from services. Persons so deployed shall not be above 60 years. They shall perform their duties to the satisfaction of Bank.
- 6.20 The Guards shall be deployed only after Medical Examination and receipt of Police Verification. In case Police verification is not available at the time of deployment, the same would be completed within a month and copy of verification report should be given to the bank along with photograph of individuals with signature and thumb impression and address proof aadhaar card of the concerned person.
- 6.21 The persons deployed by PSA shall not be child labour within the meaning of child labour (prohibition and regulation) Act 1986.
- 6.22 The Agency shall ensure that all the Security personnel are subjected to refresher training at least once in a year, at its own cost.
- 6.23 PSA should arrange to provide liveries and mobile phone to the person engaged.
- 6.24 The Unarmed Security Guards deployed by the PSA shall be responsible for Security, Fire Safety, Transport Management and other Related Functions/ Duties concerning caretaking of property (moveable/ immovable), Personnel of the Bank and the Customers of the Bank.
- 6.25 The Security Guards without arms deployed by the PSA shall be responsible for Security, Fire Safety, Transport Management and other Related Functions/ Duties concerning caretaking of property (moveable/ immovable), Personnel of the Bank and the Customers of the Bank.
- 6.26 The Guards deployed by PSA should be rotated /shifted if required with prior permission of the Bank.

- 6.27 The PSA shall provide proper uniform with required accessories such as whistle, torch light, batons etc to the Security Guards and Rain Coat/umbrellas and Rain Boots should be provided to them during the rainy season.
- 6.28 The Guard will be in proper uniform with identity card issued by firm while on duty bearing name, seal and signature of authorize signatory of the firm including name tab, baton and whistle. The PSA shall ensure their turnout is smart in all respect
- 6.29 The PSA will be liable/ responsible for any loss /damage caused or occurred to the Bank in the Site/Premises due to failure, negligence or slackness of the Personnel provided by them. Claim if any from the Bank shall be paid by the PSA as directed by the Competent Authority.
- 6.30 In the event of theft, robbery, dacoity or pilferage of the Bank's property/ materials, the PSA shall actively assist the Bank for the investigation of case and if any negligence / collusion of the Guards are established such loss is to be made good by the PSA
- 6.31 In case any mishap or accident sustained by the Security Guards of whatsoever nature(Minor/major/fatal during their Course of their duty), the responsibility of providing compensation, if any, on that account will be that of the PSA only and not of the Bank.
- 6.32 The Supervisor/Officer from the PSA shall report to the concerned Officer of the Bank at least once a month for the purpose of briefing/ de-briefing.
- 6.33 Disbursement of wages to the security personnel shall be made in presence of Bank's authority within first week of the Month if required who shall record under his signature a certificate at the end of entries in the wage disbursement register itself after which the bill will be considered for payment on completion of every month. The Bank will never entertain any claim of absorbing the security personnel deployed by PSA as Bank's staff.
- 6.34 PSA Shall be responsible to clear all the terminal benefits payments to security guard from time to time.
- 6.35 The records of PSA shall be submitted to internal and external /RBI audit in case of requirement. The PSA shall be responsible to maintain all relevant record particularly with regard to all statutory obligations and requirements.
- 6.36 The employees engaged by PSA shall be the employees of the PSA only and in no event the said employees shall be deemed to be the employees of the Bank. The Bank is not responsible/liable to the said employees and payment of salary, allowances and any other amount shall be responsibility of the PSA as per Government rules and regulation and PSA has to ensure that all the requisite payment including wages,bonus, provident fund /gratuity etc and pension, if any will be paid by PSA and no liability of any kind whatsoever towards the said employees shall devolve upon the Bank. The PSA will hereby indemnifies the Bank and agrees to keep the Bank indemnified against all losses, damages, expenses and claims which the Bank may suffer/incur or which may be made against the Bank as aforesaid. In such an event the Bank shall be entitled to recover the amount from the PSA as it deems fit in accordance with law.
- 6.37 All payment to the security guards, by the PSA should be done through cheque. The PSA should render proper Salary Slip in respect to each security guard along with ESIC, EPF etc contribution favouring them.
- 6.38 The PSA must have their functional office at Kolkata with proper registration of all agencies to do business in the area concern. An escalation matrix shall be part of the Submitted tender document and Service level Agreement.
- 6.39 Disbursement of wages to the security personnel shall be made in presence of Bank's authority within first week of the Month if required who shall record under his signature a certificate at the end of entries in the wage disbursement register itself after which the bill be considered for

payment on completion of every month. The Bank will never entertain any claim of absorbing the security personnel deployed by PSA as Bank's staff.

- 6.40 The PSA shall cater for any requirement of extra Guards if desired by the Bank during period of agreement at rates agreed in the same.

7.0 INDEPENDENT SERVICE PROVIDER

- 7.1 The agreement entered into with the successful PSA shall be on a principal to principal basis between the PSA and the Bank. The PSA shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The services rendered will be solely within control of the successful PSA subject to the terms and conditions agreed upon and agree not to hold it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof
- 7.2 The PSA's personnel, employees, agents, sub-contractor etc. have no authority/right to bind the Bank in any manner. The personnel or employees of PSA shall be employed by the PSA and governed by terms of the PSA's employment and the PSA shall be solely responsible and liable in the event of any adverse claims of whatsoever nature including all labour laws violations made on the Bank by the employees of the PSA.

8.0 SUB-CONTRACTORS

No sub-letting of any provisions of this contract will be permitted beyond first level under any circumstances. The PSA shall not assign or subcontract any of its responsibilities contained in this Tender to any agent, sub-agent or sub-contractor without prior written permission of the Bank, which the Bank may deny at its absolute discretion and if the bank gives such prior written permission to sub-contract or any agent, it shall not be construed as waiver of any accrued rights and/or liabilities and the PSA shall be fully responsible for all acts and omissions of its contractors, sub-contractors or agents. The PSA shall not be construed to create any contractual or other relationship between the Bank and any such contractor/ sub-contractor or agent, nor any obligation on the part of the Bank to pay or see to the payment of any money due to any contractor/ sub- contractor/agent. Bank shall have right to assign this agreement or benefits of this agreement to its subsidiary, associate or group company.

9.0 COST OF TENDER

The Tender document is available on the Bank's website www.Centralbankofindia.co.in. Vendors can download the Tender and use it for submission. However, the cost of the Tender i.e. ₹ 2,000/- (non-refundable) should be paid by way of Demand Draft (DD)/ Pay Order (PO) drawn in favor of Central Bank of India payable at Kolkata, while submitting the bid to the Bank. The above Demand Draft/PO should be handed over to the Bank authorities in a separate envelope with the technical Bid. The envelope should be duly super scribed as —Cost of Tender ₹ 2,000/- paid through Demand Draft /Pay Order. Offers without DD/PO for ₹ 2,000/- will be rejected. MSEs will be exempted in line with the Govt Guidelines and policies.

10.0 PERIOD OF VALIDITY OF BID

Bids should remain valid for the period of at least 120 days from the date of opening of the bid. In case the last date of submission of bids is extended, the PSA shall ensure that validity of bid is reckoned from modified date for submission. A Bid valid for a shorter period may be rejected by the Bank as non- responsive.

11.0 MSE CLAUSE:

The exemptions/relaxation shall be given to MSEs which are not a STARTUP. (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.) (**Annexure VIII refers**)

12.0 Bid Security/EMD

12.1 The PSA should deposit bid security of ₹ 48,000/- (₹ Forty Thousand only) in the form of a demand draft favoring Central Bank of India, payable at Kolkata or Bank Guarantee as per **Annexure X**, from Commercial Bank other than Central Bank of India. MSEs will be exempted in line with the Govt Guidelines and policies. Bank Guarantee should be valid for minimum 120 days and with claim period of one month. In case of PSA registered with NSIC, they are eligible for waiver of EMD. However, they need to provide NSIC Certificate valid as on date of opening of Tender, clearly mentioning that they are registered with NSIC under single point registration scheme.

12.2 No interest will be payable on the Bid Security amount.

12.3 Bid Security of unsuccessful vendors will be refunded to the PSA within 30 days from the date of announcing the names of successful PSA/s after evaluating the commercial bid.

13.0 FORFEITING OF BID SECURITY: Bid Security will be forfeited in the following events:

13.1 If a PSA withdraws its bid during the period of bid validity;

13.2 If a PSA makes any false/incorrect statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.

13.3 In case of a successful PSA, if the PSA fails:

(a) To execute Contract within the stipulated time: or

(b) To furnish Performance Bank Guarantee within 30 days from receipt of purchase contract.

13.4 The successful PSA Bid security will be released upon the PSA signing the Contract and furnishing the Performance Bank Guarantee as per the format mentioned in **Annexure XI**, Performance Bank Guarantee equivalent to ₹ 2,37,750/- within 30 days from receipt of contract.

14.0 PERFORMANCE BANK GUARANTEE

Successful PSA shall submit a Performance Bank Guarantee as per the format mentioned in Annexure XI for ₹ 2,37,750/- (**Rupees Two Lakh Thirty Seven Thousand Seven Fifty only**) along with the unconditional letter of acceptance within 15 days of the date of approval letter issued by the Bank. The bank guarantee shall be for a period of one years and two months from the date of signing the agreement by the successful PSA, obtained from any public/private sector Bank, excluding Central Bank of India. The PSA is responsible for and obliged to conduct all contracted activities in accordance with the contract. If the PSA fails to submit the Bank Guarantee along with the unconditional letter of acceptance within the stipulated period, the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit and cancel the purchase contract.

15.0 COST OF BIDDING

- 15.1 The PSA should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/abandonment/annulment of the bidding process.
- 15.2 In exceptional circumstances, the Bank may solicit the PSA's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.
- 15.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

16.0 CLARIFICATION/AMENDMENT OF BIDDING DOCUMENT

- 16.1 To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the PSA for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.2 PSAs requiring any clarification of the Bidding Document may notify the Bank in writing for clarification at the address given above with 07 days or by e-mail indicated in Schedule of Events & Bid Details. Queries/clarifications will not be entertained over the phone.
- 16.3 The PSA is requested to collate and submit queries together to seek clarifications / responses from Bank. The PSA should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this tender document. PSA are requested to visit our Banks website for clarifications and other communications.
- 16.4 Central Bank reserves the sole right for carrying out amendments / modifications / changes in the bidding process including any addendum to this entire bid. The PSA shall not claim as a right, requiring Central Bank to do the aforesaid.
- 16.5 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the PSA. It is the responsibility of the PSA to check the website before final submission of bids.
- 16.6 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

- 16.7 All PSA must ensure that such clarifications / amendments have been considered by them before submitting the bid and all such addendums/amendments/notices shall be binding on them. Bank will not take responsibility for any omissions by PSA.
- 16.8 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective PSA, may modify the Bidding Document, by amendment.
- 16.9 If required, Bank at its sole discretion may extend the deadline for submission of bids in order to allow prospective PSA reasonable time in which they need to take the amendment into account in preparing their bids. Central Bank reserves the rights to extend the deadline for the submission of bids. However, no request from the PSA shall be binding on Central Bank for the same. Central Bank's decision in this regard shall be final, conclusive and binding on all the PSA.

17.0 FALL CLAUSE

At any point of time if it is observed that the PSA is providing same services of Security Guards to other Regions/Zones of the Bank at a lower rates than offered to Central Bank of India, Zonal Office, Kolkata then the vendor shall have to compensate the Central Bank of India by paying the difference amount and downward revise the rate of respective services with immediate effect.

18.0 AUTHORIZATION TO BID

- 18.1 The proposal/ bid being submitted would be binding on the PSA. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority, duly supported by copy of Board resolution and Power of Attorney.
- 18.2 All pages of the bid should be initialed by the person or persons signing the bid.
- 18.3 Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- 18.4 All such initials shall be supported by a rubber stamp impression of the PSA's firm.
- 18.5 The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

19.0 BIDDING PROCESS (TWO PART BID)

- 19.1 The Bid prepared by the PSA should comprise the following components:
- (a) Technical bid – Part I: — **TECHNICAL BID FOR** Hiring of Private Security Agency to provide Security Guards without arms for Bank Premises under Kolkata Zone.
 - (b) Commercial bid – Part II: — **COMMERCIAL BID FOR** Hiring of Private Security Agency to provide Security Guards without arms for Bank Premises under Kolkata Zone.
- 19.2 Both Bids are to be submitted on same day of submission. Any bid document not conforming to any one of the above terms will be rejected.
- 19.3 The Technical Bid and Financial bid should be sealed in separate envelopes and the envelopes should be super-scribed Both the envelopes must be kept and sealed in a third envelop super-scribed as “Tender for Hiring of Private Security Agency to provide Security Guards without arms for Bank Premises under Kolkata Zone.”. **If Financial Bid is not submitted in separate**

sealed envelope the Tender will be rejected. EMD shall be submitted in Technical Bid Envelope. Any Tender not accompanied with the EMD shall be rejected.

- 19.4 Tenders may be withdrawn before the time and date of opening of Technical Bids without any charges.
- 19.5 PSA, who have not paid the cost of the TENDER, will not be permitted to participate in the bid.
- 19.6 All the bids suitable to open in all respect will be opened for technical evaluation.
- 19.7 Commercial bids of those qualified in technical evaluation are opened. Due weightage will be given during commercial evaluation as per the eligibility criteria.
- 19.8 After evaluation of commercial bids, the L1 PSA will be selected. The Bank reserves its right to award the work to L2 in case of exigencies during the period of contract, provided the L2 matches the Price of L1.

20.0 TECHNICAL BID

- 20.1 The PSA will have to submit the technical bid in sealed envelopes, giving full particulars in separate envelope addressed to above address duly super scribed as — Tender for Hiring of Private Security Agency to Provide Security Guards without arms for Bank Premises under Kolkata Zone.
- 20.2 The Technical offer should be complete in all respect and contain all information required in this document. The Technical Offer should not contain any price information. The Technical Offer should comprise of the following and it should be duly signed and sealed.

Sr. No.	Title Document	Remarks
i)	Bid Document (Annexure I, Annexure II)	To be signed by the authorized signatory duly supported by copy of necessary Board resolution and Power of Attorney, wherever applicable.
ii)	Cost of Tender	₹ 2,000/- (Rupees Two Thousand only) towards the cost of RFP, in the form of Demand Draft (DD)/ Pay Order(PO) in favour of Central Bank of India, payable at Kolkata.
iii)	EMD	Amount of EMD may be deposited in the form of a Demand Draft (DD)/ Pay order (PO) drawn in favour of Central Bank of India payable at Kolkata or Bank Guarantee valid for minimum 120 days and with claim period of one month from the last date of bid submission, obtained from a scheduled commercial bank other than Central Bank of India (as per details given in Para). In case of bidders registered with NSIC, who are eligible for waiver of EMD, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme
iv)	Eligibility Criteria (Annexure III)	Supporting documents in respect of Eligibility criteria as mentioned in the bid documents.

Sr. No.	Title Document	Remarks
v)	Authorization letter/ Undertaking	Bidder's Profile - Annexure I Undertaking by Bidder for not being blacklisted Annexure IV Undertaking by Bidder regarding Labour Laws Annexure V Details of Banks availing services for Security Guards Annexure VI
vi)	Others	Signed & Sealed copy of all the pages in Tender and corrigendum if any

- 20.3 It is mandatory to submit the Technical Offer as per the format suggested here in above duly filled in, along with the other documents. The Bank, at its discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical & other details. The Bank will not normally allow/permit changes in the technical specifications at a later date. The relevant product information proposed to be deployed along with technical specifications should be submitted with the Technical Offer. Failure to submit this information along with the offer could result in disqualification
- 20.4 The Technical Offer must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. There should be one common serial number running through everything submitted. A recommended practice is to number the documents and show document number and page number as in 6-30, meaning Page 30 of Document 6. The table of contents should clearly indicate the number of pages in each document (e.g., pages 1 to 30 in Document No.6).
- 20.5 Technical supporting documents will not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.
- 20.6 The Bank reserves the right to resort to re-Tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection. or retender
- 20.7 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a PSA.
- 20.8 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the PSA due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating PSA.

21.0 COMMERCIAL BIDS

- 21.1 The PSA will have to submit the commercial offer as per the format given in **Annexure IX**, in sealed envelopes, giving full particulars in separate envelope addressed to the Above address duly super scribed as — Tender for Hiring of Private Security Agency to provide Security Guards without arms for Bank Premises under Kolkata Zone. The relevant price information should be given only in Indian Rupees.
- 21.2 The PSAs should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the terms as specified by the

Bank. No additions or deletions to the Indicative commercial offer are allowed. Any deviations may lead to disqualification of the bid.

- 21.3 The Commercial offer shall be on a fixed price basis and no upward revision in the price would be considered on account of subsequent increase in Govt. Levies/taxes, fuel cost, manpower cost etc. However, if there is any reduction on account of Govt. levies/taxes, during the offer validity period, the same shall be passed on to the Bank.

22.0 OPENING AND EVALUATION OF BIDS

- 22.1 The technical bid will be opened as per time given in the NIT, at the address mentioned above in the presence of intending PSA or their Representatives who may be deputed to remain present at the time of bid opening. No separate intimation shall be sent to the PSA for their presence at the time of opening of technical bid. Only one Authorized Representative will be allowed to witness the bid opening upon submitting the authorization letter issued by the PSA Company as well as Identity Card. The price bids of the technically responsive PSA are found acceptable will be opened in the presence of the bid opening committee and the date of opening of commercial bids will be informed to the technically qualified PSA
- 22.2 The PSA's names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening.
- 22.3 Bids and modifications sent, if any, that are received earlier and replaced by revised bid or any bids/ modifications submitted after the last date and time of submission of such bids, will not be opened at the time of Bid Opening and shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the PSA

23.0 PRELIMINARY EXAMINATION

Technical Evaluation

- 23.1 Only those PSA and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- 23.2 The PSA should furnish self-attested documentary evidence in support of each of the statements made herein above and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.
- 23.3 During the period of evaluation, PSA may be asked to provide more details and explanations about information provided in the proposals. PSA should respond to such requests within the time frame indicated in the letter/e- mail seeking explanation. If any part of the technical specification offered by the PSA is different from the specifications sought in our tender, the PSA has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- 23.4 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

- 23.5 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any PSA.

Commercial evaluation process

- 23.6 The price bids of only the successfully qualified PSA whose Technical bids are found acceptable will be opened subsequently on the date that will be conveyed to them.
- 23.7 The Bank will identify PSAs Comparative price after commercial evaluation process and L1 among all.
- 23.8 If L1 fails to execute the contract or withdraw from tender after release of acceptance letter for work on account of any reason whatsoever. L2 may be offered for the above tender work provided if L2 matches the price of L1 and conditions of the agreement. During the period of contract also if such situation arises L2 may be called for providing the services on above condition. The Bank will take the decision considering the situation and requirement. The Bank is free to take any decision that will be final in this regard.

24.0 PRICE COMPOSITION

- 24.1 Rate contract will be valid for one year starting from the date of commencement of agreement with successful PSA and Letter of Intent will be issued based on Bank's actual requirement during the Rate Contract period.
- 24.2 The prices should be inclusive of all applicable taxes like /State Government levies, sales taxes, VAT, excise duty, cess, charges, license fees, permits etc. but exclusive of GST (CGST/SGST/IGST), which will be payable at actual. Any upward/ downward change in GST, if any, will be to the account of Bank. PSA has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice

25.0 TAXES, DUTIES AND OTHER STATUTORY REGULATIONS

- 25.1 The PSA/Service Provider will be entirely responsible for all applicable taxes like / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, permits etc. Bank will only pay the GST, if applicable.
- 25.2 Income / Corporate Taxes in India: The PSA/ shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the PSA/supplier shall include all such taxes in the contract rate.
- 25.3 **Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the PSA/supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the PSA/supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the PSA/supplier in respect of this contract.
- 25.4 The PSA's/supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the PSA/supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

25.5 The PSA shall comply with all the statutory obligations of the Government of India / State Governments/ labor laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Supplier / PSA or its employees.

25.6 The successful PSA has to execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Bank's Zonal Office and the stamp duty shall be payable under the laws of respective states, where agreement is executed. All the expenses towards execution of Agreement and stamp duty shall be borne by the PSA.

26.0 CONTACTING THE BANK

26.1 No PSA shall contact the Bank on any matter relating to its Bid, from the time of opening of price bid to the time the contract is awarded.

26.2 Any effort by a PSA to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all the parties.

26.3 The successful PSA shall execute the SLA within 2 weeks from the date of acceptance of work order and NDA within one week after receiving the purchase order or within such extended period as may be permitted by the Bank on the basis of Tender Document, the Tender of the successful PSA, the letter of acceptance and with such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Payment will not be released in the absence of above signed agreement.

27.0 LIQUIDATED DAMAGE

27.1 If the PSA fails to deliver any or all of the Services within the original/re-fixed period(s) specified in the contract, the Bank will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract. Bank reserves its right to recover the damages through any mode such as by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the PSA lying with the Bank.

27.2 Any such recovery or liquidated damages shall not in any way relieve the Successful PSA from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

27.3 Bank reserves the right to condone the delay, if it is not attributable to the Successful PSA.

27.4 Price Validity Prices payable to the PSA as stated in the Contract shall be firm and not subject to any changes under any circumstances during the period of contract.

28.0 PAYMENT TERMS

28.1 Payments will be made at monthly intervals in accordance with the rate accepted plus applicable GST thereon. The Successful PSA is required to submit his bills once in a month, not later than 10th of the following month, to the Respective Offices. Claim for payment should be supported by daily Attendance register duly verified and certified by PSA officials, Salary slip/ Payslip.

EPF Chalan indicating the name of beneficiaries, ESI subscription details etc. No claims for the earlier months will be entertained by the Bank unless cogent reasons for the delay are given to the satisfaction of the Bank by the successful PSA.

- 28.2 Bank will verify the claim received and release the payment within 10 days of receiving the claim complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the successful PSA electronically, through RTGS or NEFT.
- 28.3 PSA need to provide the information like PAN/GST/TAN/bank details/etc required for releasing payment on their letter head along with invoices. In case PSA provides incorrect information, bank will not be responsible.

29.0 AWARD OF CONTRACT

- 29.1 On acceptance of bid, the Bank shall issue a Letter of Approval to the successful PSA. The PSA shall give an unconditional letter of acceptance of offer, provide Performance Guarantee and enter into Agreement with the Bank as per the format (enclosed as Annexure XII) within 15 days of the date of letter of intent failing which the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit and cancel the PSA work order, only after the successful PSA signs the Agreement.
- 29.2 Time is the essence of this contract. The successful PSA shall commence his services in the assigned Premises from the date indicating in the work order. Any delay in commencement of the services will attract penalty @ ₹ 5,000/- per per week or part thereof.
- 29.3 In case the PSA fails to commence services in the allotted Premise within the period, the Bank shall be at liberty to cancel the order. In such eventuality, EMD shall be forfeited.

30.0 AUTHORIZED SIGNATORY

The selected PSA shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected PSA shall submit, at the time of signing the contract, a certified copy of the resolution of their board, authenticated by the company secretary OR as applicable, authorizing an official or officials of the PSA to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The PSA shall provide proof of signature identification for the above purposes as required by the Bank.

31.0 COMPLIANCE WITH LAWS

- 31.1 The Service Provider agrees that it shall comply with all applicable Central, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or information comes to the Bank's attention that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect.
- 31.2 The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act and shall establish and maintain all proper records particularly but without limitation, accounting records,

required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation and the Service Provider shall indemnify and save the Bank harmless in the event of any claim from any statutory authority or any employee(s) or agent or employee(s) of subcontractors of the Service Provider.

32.0 CONFIDENTIALITY AND SECRECY

- 32.1 All tangible and intangible information obtained, developed or disclosed by the PSA including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this tender or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (—Confidential Information||).
- 32.2 The Service Provider shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this tender and the Service Provider shall not disclose or part with the Confidential Information to unauthorized person(s). The Service Provider shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Service Provider shall ensure that their employees/agents/sub- contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.
- 32.3 In the event of any breach or threatened breach of this clause by the PSA and/or its employees/agents/sub-contractors, the Service Provider shall be liable to pay damages as may be quantified by the Bank.
- 32.4 In the event of any breach or threatened breach of this section by Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, threatened or actual.
- 32.5 The provision under this para shall survive even after the expiry or termination of this agreement.
- 32.6 On the expiry or termination of this Agreement, Service Provider shall handover or cause to be handed over all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Service Provider to an authorized official of the Bank. The Selected PSA shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure XXI within seven days of issuing the order/letter of intent.

33.0 INDEMNITY

- 33.1 The selected PSA shall fully indemnify and hold harmless the Bank against any penalty imposed by any Authorities for any reason connected with the services rendered by the selected PSA, Orders, Judgment, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this Tender by the selected PSA/its employees/agents/subcontractors; any robbery, theft, extortion, misappropriation, accident when any assets or properties or documents or instruments are or deemed to be in the custody of the selected PSA.

- 33.2 The selected PSA shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the selected PSA against the future payments due by the Bank to the selected PSA.
- 33.3 The selected PSA shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.
- 33.4 The selected PSA shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

34.0 PENALTY

- 34.1 The PSA shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 34.2 If any act or failure by the PSA under the agreement results in failure or disruption in the service and if the Bank has to take corrective actions to ensure smooth services, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 34.3 If the PSA fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 34.4 Any financial loss to the Bank on account of its employee or their services provider's negligence shall be recoverable from the PSA within a period of 3 working days from the date of incident along with damages if any with regard to the Bank's reputation and goodwill. Any delay beyond this period will attract a penalty of 2% per month without prejudice to the other rights of the Bank, including termination of the agreement and legal recourse.
- 34.5 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the PSA.
- 34.6 Bank reserves its right to recover the penalty through any mode - by recovering from the amounts payable for the services rendered, from any payment being released to the PSA, irrespective of the fact whether such payment is releasing to this contract or otherwise or invoking the Bank Guarantee or any other assets of the PSA lying with the Bank.

35.0 AUDIT

- 35.1 The services provided by the PSA shall be subject to the audit at the discretion of the Bank.
- 35.2 The PSA shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The PSA will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The PSA is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the PSA has to ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.

- 35.3 In line of above, the selected PSA shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.
- 35.4 To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the PSA shall afford the Bank's representative access to the PSA's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The PSA must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the PSA.
- 35.5 The PSA will be liable to make good any loss incurred by the Bank due to any act of omission/commission by the vendor related to the activities covered under the contract.

36.0 FORCE MAJEURE

- 36.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected PSA. "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government Agencies.
- 36.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (ii) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.
- 36.3 Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- 36.4 A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 36.5 A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible. This provision shall survive the termination of this agreement for any reason.

37.0 ENFORCEABILITY

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

38.0 MINIMUM WAGES

- 38.1 The PSA hereby agrees and undertakes that during the subsistence of this agreement, they will not employ any personnel/individual below the Minimum Wages fixed by appropriate government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
- 38.2 Present Monthly payment is being paid to PSA through the Bank as per Central Government for watch and ward for one guard with following component in it are as under:-

Sl no.	Particulars	outcome
(a)	Basic for security guard per month (watch & ward without arms-skilled) for 26 days(26x637 Rupees)	16562
(b)	VDA 26X169 Rupees	4394
(c)	Total- basic (a+b) Rupees	20956
	Add: Statutory Contribution	Percentage
(d)	EPF	12%
(e)	EPF Admn charges	0.5%
(f)	EPF/EDLI charges	0.5%
(g)	ESIC (Total a+b @ 3.25%)	3.25%
(h)	Bonus (@8.33% on Rs.7000)	8.33%
(i)	Total-(c+d+e+f+g+h)	
(j)	Leave and Reliever Charges @16.67% of Total at (C)	16.67%
(k)	National Holiday 4 days (806*4/12) monthly contribution	33.33 % of per day basic
(l)	Total –(i+j+k)	
(m)	PSA/Management charges	As quoted by PSA

- 38.3 These component of Total wages are subjected to change as per the Govt./ Authorities Orders time to time. Calculation of above components during bill submission are to be ensured by the PSA all time.

39.0 SUCCESSORS

The Agreement with successful PSA/s shall binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term —Service Provider " wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of ail such employees, agents, subcontractors and representatives.

40.0 TERMINATION OF CONTRACT

- 40.1 If the Termination is on account of failure of the PSA to perform the obligations under this tender contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected PSA.
- 40.2 The Bank shall have a right to terminate this Agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the Successful PSA.
- 40.3 The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions by giving 30 days' notice in writing to service provider:
- 40.4 The selected PSA commits a breach of any of the terms and conditions of the bid.
- 40.5 The PSA goes into liquidation voluntarily or otherwise.
- 40.6 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 40.7 The progress regarding the execution of the order accepted by the selected PSA is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the contract executed by the another party of its choice by giving one month's notice for the same . In this event, the selected PSA is bound to make good the additional expenditure, which Bank may have to incur in executing the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 40.8 If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- 40.9 Non-satisfactory performance of the selected PSA during implementation and operation. An act of omission by the PSA, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 40.10 if the services provided by the PSA is not as per the terms and condition. Bank reserves the right to hire the same or similar services from the alternate sources at the risk, cost and responsibility of the selected PSA.
- 40.11 In the event of any default by the PSA, if in the reasonable opinion of the Bank, performance of any of the said services under this tender contract by the PSA, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- 40.12 If PSA fails to perform the said services under this Tender contract or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- 40.13 If a petition for insolvency is filed against the PSA and such petition is not dismissed within Ninety (90) days after filing and/or if the PSA makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of PSA's properties.
- 40.14 If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever. It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against PSA for any breach or non- compliance of the terms of this Agreement
- 40.15 Failure of the PSA to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase order. Delay in it beyond the specified period.

- 40.16 In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the PSA.

41.0 DEDUCTION FROM SERVICE CHARGES

The PSA shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the PSA is obliged and responsible under the Contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money due or becoming due to the PSA under this contract or any other Contract or may be recovered by encashment of Bank Guarantees or by arbitration/action of law or otherwise from the PSA.

42.0 WAIVER

- 42.1 Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.
- 42.2 The failure on the part of the Bank to insist upon the performance of any terms and conditions of TENDER, to exercise any right or privilege conferred in this TENDER, or to demand any penalties resulting from any breach of any of the terms or conditions of this TENDER shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

43.0 LIABILITY OF THE SUCCESSFUL PSA

- 43.1 Bank shall hold the Successful PSA, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions, orders, judgment, awards or proceedings, arising out of non- fulfillment of any obligations under the Contract and such liability of the Successful PSA will be restricted to the actual amount of the Contract.
- 43.2 Successful PSA shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful PSA and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this Tender.
- 43.3 However, the Successful PSA would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

44.0 REVIEW OF CONTRACT AND PERFORMANCE

- 44.1 Bank shall have the right of periodical review of the performance of the PSA under the contract which would be basis of continuation or termination of the same.
- 44.2 Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the PSA in order to assessthe ability of the PSA to continue to meet its outsourcing/contractual obligations.

45.0 PROPOSAL OWNERSHIP

The proposal and all supporting documents submitted by the PSA shall become the property of Central Bank of India unless the bank agrees to the vendor's specific requests, in writing, that the proposal and documents be returned or destroyed.

46.0 NOTIFICATION OF AWARD

- 46.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful PSA in writing or by e-mail that their Bids have been accepted.
- 46.2 Upon notification of award to successful PSA, Bank will notify each unsuccessful PSA and will discharge their Bid security. After selection of the PSA, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing of letter of approval or otherwise to the PSA.

47.0 ARBITRATION

- 47.1 Any dispute, controversy or claims, arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2(two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or modification, amendment, consolidation or re-enactment thereof. The arbitrator/s will have power to regulate their own procedure, including summary powers.
- 47.2 The place of arbitration shall be Kolkata, West Bengal, India and any award whether interim or final, shall be made and shall be deemed for all purposes between the Parties to be made in Kolkata, West Bengal, India.
- 47.3 The award of the arbitrators shall be final and conclusive and binding upon theParties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- 47.4 Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Kolkata, West Bengal, India entering in to the agreement, shall have exclusive jurisdiction.

48.0 OTHER TERMS AND CONDITIONS

- 48.1 In case any information furnished during the bidding process is found to be incorrect, Bank will not only be summarily rejecting the current bid but the company itself may be debarred from any

future bidding with the Bank for a period of 3 years. The Bank may share such information with Indian Bankers' Association (IBA), which is the voluntary representative body of all banking institutions in the country, who, in turn, may share the information among its member institutions.

- 48.2 All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to PSA's queries etc., if any to this tender, will not be published through any advertisement in newspapers or any other mass media. Prospective PSA shall regularly visit Bank's website to get themselves updated on changes / development in relation to this tender.
- 48.3 Please note that any other terms and conditions whether implicitly or explicitly stated in any of PSA's responses will be ignored.
- 48.4 The PSA shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this TENDER together with Bank's written acceptance and notification of award shall constitute a binding contract between the successful PSA and the bank.
- 48.5 The Bank shall have the right to cancel the tender process at any time prior to award of contract, without thereby incurring any liabilities to the affected PSA(s). The reasons for cancellation, as determined by the Bank in its sole discretion.
- 48.6 All the pages of Tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire Tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the Tender document and the bid submitted by the PSA shall be strictly as per Bank's format.
- 48.7 Bank reserves the right to cancel the contract in the event of any of the following events:
- 48.8 Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
- 48.9 Serious discrepancy in the dealings /functioning of PSA which results in breach of terms, financial loss /reputation loss to bank.
- 48.10 Detection of fraud/criminal intention/background with Service provider or its employees or agents.
- 48.11 Bank reserves the right to appropriate the damages through encashment of bid security/PBG given by the service provider or recover the loss from the amount payable if any to service provider.
- 48.12 The Bank is not responsible for any delay in receipt of quotation sent by post/courier. The PSA can submit the quotation at the above mentioned address on or before the due date and obtain the acknowledgement.

49.0 JURISDICTION

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this tender, the parties shall be subject to the jurisdiction of courts at Kolkata, West Bengal, India only.

50. Annexure I - Bidder's Profile

Sr. No.	Parameters	Response	
1	Name of the Private Security Agency		
2	Constitution		
3	Year of Establishment/Incorporation in India		
4	Names of the Partners/Directors		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Kolkata		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E-mail ID.		
7	Website Address, if any		
8	Name and Address of the Principal Banker		
9	Permanent Account Number (PAN)		
	Financial Performance		
10	Turnover (in Lakhs)	2019-20	
		2020-21	
		2021-22	
11	Net Profit/Loss (in lakh)	2019-20	
		2020-21	
		2021-22	
12	Net Worth (in lakh)	2019-20	
		2020-21	
		2021-22	
14	GST Registration No.		
15	No. of Banks to whom Security Services is being provided at present: Name(s) and addresses of such institutions with contact details of their key persons		

Central Bank of India

Sr. No.	Parameters	Response
16	No of other organizations to whom Security Guards facility is being provided: Name(s)and addresses of with contact details of their key persons	
17	Other activities of the PSA	
18	No. offices State-wise and addresses thereof	
19	No. of Security Guards presently in working	
20	Types Of arms provided to the guards	

Declaration

1. I/We have read the instructions and terms conditions given in the notice inviting Tendering for providing Security Guards without arms under Kolkata zone. I/ We understand that any decision to be taken by the Bank will be on the basis of the information furnished/ declarations made by us in the Bid document. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of the Bank will be binding on me/ us
2. I/We understand and agree that the decision of the Bank in short-listing/ selection of the Service Provider(s) will be final and binding on me/ us.
3. I/We declare that no material fact with regard to operations of Security Services has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with the Banks/clients for whom we are presently providing services.

Place:
Date:

Authorized Signatories:
Name &
Designation , seal of the Company

51. **Annexure II – Offer Letter by PSA/Bidder**

Central Bank of India

(To be typed on the PSA letter head)

OFFER LETTER

Letter No.

Date:

To,

The Zonal Head
Central Bank of India
Kolkata Zone,
33, N.S. Road
Kolkata-700001

Ref: Tender Notice No: ZO/KOLK/SECY/ 2022-23/01 of Central Bank of India

Dear Madam/Sir,

With reference to the above Tender notice, having examined and understood the instructions, terms and conditions forming part of the Tender forms, we hereby enclose our offer for Hyderabad Zone as mentioned in your above referred Tender notice.

I/We am/are aware that in the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Central Bank of India.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the Tender form. We also confirm that the offer shall remain valid for 120 days from the date of opening of Technical bid. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

We certify that (Name of Agency) is not owned or controlled by any Director or serving Officer/Employees of Central Bank of India or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956

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

Yours faithfully,

Authorised Signatories
(Name & Designation, seal of the firm)

52. Annexure III- Technical Eligibility Criteria

Sr. No.	Criteria	Documents to be submitted	Compliance Yes/No
1	Bidder should have been registered as a company/firm/LLP under the Indian Companies Act/Partnership/LLP Act./Proprietorship	Certificate of Registration/Certificate of Incorporation/ Certificate of proprietorship	
2	The PSA should have an office in Kolkata.	Any one Proof of Address like Registration Certificate, Electricity Bill, Telephone Bill etc.	
3.	PSA Should have effective infrastructure for Training of Guards	Name of Institute and Address proof with permissions	
4.	Valid State PSARA License	Self-attested Copy of PSARA License Certificate	
3	The PSA should have been in Security Services in India for at least 5 years as on 01/ 06/2022	Copy of Work order and satisfactory service certificate from Public Sector/Schedule Commercial Bank/ Organisations	
6	The PSA should have made operating profit in at least two consecutive financial years	Audited financial statements of last three years to be submitted	
7	Proof of minimum wages of last three months of 2022	Self-attested Payslip, Account Statement,	
8	<p>The PSA should have registered itself :</p> <ol style="list-style-type: none"> 1 Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services. 2 Under the Excise, Sales Tax act and GST, as applicable. 3 Under Contract labour (Regulation & Abolition) Act, 1970 with the and State Governments. 4 With the Employees State Insurance Corporation (ESI) 5 Under the EPF and MIS Provision Act, 1952 6 All the license/ permissions as required under the law for engagement of Security 	Self-attested copies of certificates in support of this clause to be submitted.	

	Guards/ use of Arms	Central Bank of India	
9	The PSA should be an IncomeTax Assesses	Self-attested PAN card and Income Tax Returns for the last three financial years.	
10	Banks for similar line of activity i.e. Security Guards Services. (weightage will be given)	Copy of Work order and satisfactory service certificate from Public Sector/Schedule Commercial Bank/ Organisations.	
11	PSU for similar line of activity i.e. Security Guards Services. (weightage will be given)		
12	PSA should have not been black listed at any time by the /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. The PSA should ensure that there are no pending cases against the PSA involving cheating/fraudulent activities.	Submit declaration in Annexure IV	
13	Under taking for compliance of Labour laws	Submit declaration in Annexure V	
14	Details of Banks availing services for Security Guards	Submit declaration in Annexure VI	
15	Financial Position of Bidder for last three Financial Years	Submit declaration in Annexure VII	
16	Director General of Resettlement Registration (weightage will be given)	Self-attested Copy of certificate	

All supporting documents should be numbered as per the serial number above against which they are submitted

Authorized Signatory:

Place:

Name & Designation:

Date: Business Address & email

53. Annexure IV- Undertaking by Bidder for not being blacklisted

To:

Zonal Head
Central Bank of India
Kolkata Zone,
33, N.S. Road
Kolkata-700001

Undertaking (To be submitted by all Bidder's on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Government / any of the State Governments in India or any Financial Institution in India.
- We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services tot
- There are no pending cases against us involving cheating/fraudulent activities.
- We are not a defaulter in repayment of installment against credit with any Bank.
- We agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)

Date:

Place:

54. Annexure V- Undertaking by Bidder regarding Labour Laws

To:

Zonal Head
Central Bank of India
Kolkata Zone,
33, N.S. Road
Kolkata-700001

Undertaking (To be submitted by all Bidder's on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are in compliance with the provisions of Contract Labour Law(R&A) Act 1970, Minimum wages Act 1948, Minimum wages Rules 1950, Payment of Bonus Act, and the provisions of EPF& ESIC Rules.
- We have valid license as section 12 of Contract Labour Law(R&A) Act 1970 have obtained from Labour Department for the contract work and necessary registration with PF&ESIC.
- We have not been in default of payment to any labour employed/ provided by us any other Principal Employer.
- We have not defaulted/short paid EPFO or ESIC contributions to our Employees.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)

Date:

Place:

55. **Annexure VI- Details of Banks availing services for Security Guards**

1	Name of the Bank Address Contact Person Designation Landline No. Mobile No. e-mail ID	
2	Name of the Bank Address Contact Person Designation Landline No. Mobile No. e-mail ID	
3	Name of the Bank Address Contact Person Designation Landline No. Mobile No. e-mail ID	
4	Name of the Bank Address Contact Person Designation Landline No. Mobile No. email ID	

56. Annexure VII - Financial Position of Bidder for last three Financial Years
(Rs. In Lakh)

Particular	2019-20	2020-21	2021-22
Turnover			
Net Profit (Profit After Tax)			
Operating Profit			

Note: Enclose

1. Copies of Audited Balance Sheets and P&L statements along with enclosures for last 3 financial years
2. Copies of Articles of association and Memorandum of Association
3. Copies of certificate of incorporation/certificate of commencement of Business

Place:

Date:

Signature:

Name & Designation:

Business Address:

57. **Annexure VIII– Make In India/ MSE/Start Up**

Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. **MICRO & SMALL ENTERPRISES [MSEs]:**

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centers or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the Vendor, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank.
- 1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. **STARTUP**

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

58. Annexure IX–Price Bid

Sl no.	Particulars	Percentage
(a)	Basic for security guard per month (watch & ward without arms-skilled) for 26 days(26x637 Rupees)	16562
(b)	VDA 26X169 Rupees	4394
(c)	Total- basic (a+b) Rupees	20956
	Add: Statutory Contribution	Percentage
(d)	EPF	12%
(e)	EPF Admn charges	0.5%
(f)	EPF/EDLI charges	0.5%
(g)	ESIC (Total a+b @ 3.25%)	3.25%
(h)	Bonus (@8.33% on Rs.7000)	8.33%
(i)	Total-(c+d+e+f+g+h)	
(j)	Leave and Reliever Charges @16.67% of Total at (C)	16.67%
(k)	National Holiday 4 days(806*4/12) Monthly contribution	33.33% of one day basic
(l)	Grand Total –(i+j+k)	
Quote the Management /PSA Service charges considering the above component the wages Quote the percentage of Grand Total		
(m)	Management Charges/ PSA service Charges percentage	

Note : (1)These wages are for ‘A’ class city considering current requirement of 07 Security Guards without arms at Kolkata.

(2)Grand total and the Management Charges should be excluding GST. GST will be paid on the bill total bill amount.

Place

(Authorised Signatory)

(Name)

(Seal of the Firm/Company)

Date

Central Bank of India

59. Annexure X –Bank Guarantee (EMD)

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

To:

Zonal Head,
Central Bank of India
Zonal Office
33, N S Road
Kolkata-700001

No

Date :

This Deed of Guarantee made thisday of two thousand.....by
the.....(Name of the Bank) constituted under the
.....having its
registered / Head Office at and amongst other
places, a Branch at hereinafter referred to as 'the Surety') in favour of
Central Bank of India,(hereinafter referred to as 'the Bank') for an amount not exceeding Rs. 48000/-
(Rupees Forty Eight thousand only) at the request of M/S. (Tenderer's
name hereinafter referred to as Tenderer).

WHEREAS the Tenderer, a Company/firm registered under
.....and having its registered office at
.....is bound to deposit with the Bank Rs.48000/-
(Rupees Forty Eight Thousand only) by way of Earnest Money in connection with its Tender for movement of
Cash between Bank's Currency Chest/ Branches/Customers and its linked branches, as per Tender
Document, which inter-alia include Tender Enquiry dated
.....and the specifications and terms and conditions enclosed therein and / or any other document /
agreement entered in to by the Bank with the Tenderer.

WHEREAS the Tenderer as per Tender Document has agreed to furnish/submit a Bank Guarantee valid
up to instead of deposit of Earnest Money in cash.

NOW THIS WITNESSETH

1. That the Surety in consideration of the above premises hereby undertakes and guarantees payment on demand without demur to the Bank of the said amount of Rs. 48,000/- (Rupees Forty Eight Thousand only) within 3 days from the date of receipt of the demand from the Bank, (which amount the Tenderer is bound to deposit with the Bank by way of earnest Money in connection with his Tender), if the Surety fails to make payment within the said period of 3 days, interest at the rate of 10% per annum with monthly rests will be payable by the Surety till payment
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to Central Bank of India ~~to make claim under this~~ Guarantee if the Tenderer after submitting his Tender, resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the contract after the Bank has decided to award the contract to the Tenderer and fail or refuse to furnish the Security Deposit. The Bank's decision in this regard shall be final and binding and the surety is bound to make payment if demand is made by the Bank. The Bank is not bound to mention any reason for invocation of the Guarantee in the demand letter. A statement to the effect that the amount is due under the Guarantee from the Surety will be proper invocation of the Guarantee.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs. 48,000/- (Rupees Forty Eight Thousand only) plus interest for the delay, if any.
6. This guarantee shall remain in force and effective up to..... and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way.
9. Notwithstanding anything contained hereinabove, a demand or claim under this guarantee should be made on the Surety in writing on or before.....
10. The Surety has the power to issue this guarantee under statute under which it is incorporated and / or its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so.

SIGNED AND DELIVERED

For and on behalf of

(Banker's Name and Seal)
Branch Manager

60. Annexure XI– Performance Bank Guarantee (for security Deposit)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Central Bank of India, as per the following format.
2. This bank guarantee should be furnished on non-judicial paper of appropriate value as per Stamp Act.
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Central Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of Work order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To,

Zonal Head,
Central Bank of India,
Zonal Office
33, N.S. Road
Kolkata-700001.

No.

Date :

This Deed of Guarantee made this..... day of two thousand by the..... (Name of the Bank) constituted under the..... having its registered / Head Office at..... and amongst other places, a Branch at..... (hereinafter referred to as 'the Surety') in favour of Central Bank of India, (hereinafter referred to as 'the Bank') for an amount not exceeding Rs..... (Rupees..... only) at the request of M/s..... (Tenderer's name hereinafter referred to as Tenderer).

WHEREAS the Tenderer, a Company/firm registered under and having its registered office at is bound to deposit with the Bank Rs..... (Rupees..... only) by way of security deposit for guarantee of its performance in connection with "terms of contract" as per Tender Documents, which inter alia include Tender Enquiry dated..... and the specifications and terms and conditions therein and any other document / agreement entered in to by the Bank with the Tenderer.

WHEREAS the tenderer as per Tender Documents, has agreed to furnish a Bank Guarantee valid up to instead of security deposit in cash.

NOW THIS GUARANTEE WITNESSETH AS UNDER:

1. In consideration of the above premises, the Surety hereby unconditionally and irrevocably guarantees that the Tenderer shall fulfill its commitments and obligations under the Tender Documents in connection with movement of Cash between Bank's Currency Chest and its linked branches at..... (incorporate here the name of the centre)

- and in the event of the Tenderer failing to perform / fulfil its commitments / obligations under the Tender Documents (i.e. Tenderer committing default), the Surety shall on demand(s) from time to time from the Bank without protest or demur or without reference to the Tenderer and notwithstanding any contestation or existence of any dispute between the Tenderer and the Bank, pay to the Bank forthwith the sums so demanded by the Bank in each of the demand(s).
2. Notwithstanding anything to the contrary, Bank's decision as to whether the Tenderer has made any such default or defaults and the amount or amounts to which the Bank is entitled by reasons thereof will be binding on Surety and Surety shall not be entitled to ask the Bank to establish claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
 3. This guarantee shall continue and hold good until it is released by the Bank on the application by the Tenderer after the Tenderer had discharged all its obligations under the Tender Documents, including those arising during the period of warranty and on furnishing a fresh Bank Guarantee for a period of one year, subject to its renewal every year till the expiry of 3 year, as security deposit for the fulfillment of service contract conditions. The Bank shall be entitled to invoke the Bank Guarantee towards the Security Deposit if the Bank Guarantee for further period is not furnished.
 4. Should it be necessary to extend this guarantee on account of any reason whatsoever, Surety undertakes to extend the period of this Guarantee on Bank's request till such time as may be required by the Bank. Bank's decision in this respect shall be final and binding on Surety.
 5. Bank has the fullest liberty without effecting Surety's obligation under this guarantee from time to time to vary any of the terms and conditions of the Tender Documents or extend the time of performance by the Tenderer its obligation commitment under the Tender Documents or to enforce or forbear to enforce any of the terms and conditions of the Tender Documents and Surety shall not be released from its liability under this guarantee.
 6. This guarantee shall not in any way be affected by Bank taking or varying or giving up any securities from the Tenderer or any other person, firm or company on its behalf or by winding up, dissolution, insolvency or death as the case may be of the Tenderer.
 7. In order to give full effect to the guarantee herein contained Bank shall be entitled to act as if Surety is Bank's principal debtors in respect of all Bank's claims against the Tenderer and the Surety hereby expressly waive all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
 8. Subject to the maximum limit of its liability under this Guarantee, the Guarantee covers all Bank's claim or claims against the Tenderer from time to time arising out of or in relation to the Tender Documents and in respect of which Bank's claim in writing is lodged on Surety before expiry of six months from the date of expiry of this guarantee.
 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to Surety's local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to the Bank by Surety (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Tenderer or Surety nor shall it be affected by any change in Bank's constitution.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the Tender Documents or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without previous consent in writing of the Bank.
14. Surety further agrees and undertakes to pay to the Bank without demur the amount demanded by the Bank in writing notwithstanding any difference or dispute or controversy that may exist or arise between the Bank and Tenderer or any other person.
15. Notwithstanding anything contained herein above Surety's liability under this guarantee is restricted to Rs.....(Rupeesonly). This Guarantee is valid up toA written claim should be lodged on the Surety for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee.
16. Surety has power to issue this guarantee in Bank's favour under the Memorandum and Articles of Association of Surety and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

For and on behalf of

(Banker's Name and Seal)

Branch Manager

(Bank's Seal)

61. Annexure XII – Agreement

This agreement made theday of the month ofin the year 2021 at

.....BETWEEN, Central Bank of India, a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 with its Zonal Office at 33 N. S. Road , Kolkata 700001 and represented by its duly constituted attorney Shri..... (name and designation), hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees, on the one part

and

(Name of the PSA), a company/firm/partnership firm registered under Companies Act, 1956 and validly existing under Companies Act, 2013/ a firm registered under Partnership Act 1932/Proprietorship having its registered office/place of office at repr
esented by

Shri.....(authorized by the company/firm/partnership firm/Proprietorship) hereinafter referred to as the 'PSA/SUPPLIER/VENDOR/BIDDER or TENDERER' (which term shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, representatives, administrators, successors and assigns) on the other part;

WHERE AS :

The Bank with a view for Security and Protection of its premises under Kolkata Zone , desires to engage the services of Private Security Agency, for the purpose of providing Security guards within the area as may be advised by the Bank from time to time.

The Service Provider is engaged in the business of providing Security Services which covers the scope of the work involves security and protection to entire assigned premises that includes the open Area & the built up Area, its movable and immovable properties, check all vehicles, maintain entry and exit registers, give instructions to park vehicles at proper place, watch the movement of the public/ customers/ visitors and alert the concerned officer in alarming situation, apart from attending such other duties as may be assigned by the concern Officer of the Bank from time to time. The guard should be skilled in the traffic Management and handling of firefighting equipment. The guards shall be vigilant so that no person shall carry away any belonging of the bank premises and in such event, he shall immediately inform the concerned Officer and act in accordance with the instructions given by him/ her from time to time.

Based on the representation made by the PSA and upon its agreeing to comply with the terms and conditions stipulated by the Bank from time to time, the Bank has agreed to engage the PSA for the purpose of Cash movement on the terms and conditions contained herein in the RFP & finalized between the vendor and the Bank

IN CONSIDERATION OF THE ABOVE PREMISES, THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents, together called contract documents, not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - 2.1 The Tender document with all Annexures and price bids.
 - 2.2 The Purchase Order, Letter of Acceptance, Letters from & to the vendor, if any, leading to and prior to acceptance.
 - 2.3 Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
 - 2.4 Minutes of pre-bid meeting, if any.
 - 2.5 The details submitted in technical bid, design, and such other documents.

In consideration of the payments to be made by the Bank to the vendor, the vendor hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

This Agreement supersedes any and all agreements; contracts or addenda relating to the PSA in respect of said services. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement.

This Agreement, together with Schedules, is the entire agreement and expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the parties.

This agreement is on non-exclusive basis and the PSA does not have any exclusive right to provide the said services to the Bank. Bank is free to engage any other PSA(s) or may entrust similar services to any other person/s.

Contract Documents and this agreement shall be construed harmoniously and in the event of difference of opinion between parties as to the meaning and scope of the terms and conditions, reference to the Contract Documents and Agreement shall be had in the following order :

- I. Firstly, this agreement
- II. Secondly, Purchase order /letter of acceptance (furnish details)
- III. Thirdly, Technical bid and Commercial bid
- IV. Fourthly, Tender Document dated _____”

Any notice/ letter required to be served by one party to another in pursuance of this Agreement shall be served upon the other, in writing, at the respective address as mentioned herein below :

I. In case of the Service Provider

II. in case of

the Bank

Zonal Head,
Central Bank of India
Zonal Office,
33, N.S. Road
Kolkata 700001

All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Seven (7) days after the same shall have been sent by registered post, properly addressed to the parties at their above mentioned respective addresses or, as otherwise intimated by the parties, and if delivered to the parties against acknowledgment such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said vendor,...to
.....(name of the Bank) in

the presence of; Signature of Tenderer (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

1)

2)