

### ई-निविदा

शाखाओं / कार्यालयों / आवासीय परिसरों / इत्यादि में सुरक्षा गार्ड (सशस्त्र / निहत्ये ) (पूर्व सैनिक / गैर भूतपूर्व सैनिक) प्रदान करने के लिए प्रतिष्ठित निजी सुरक्षा एजेंसियों के इम्पैनल के लिए आमंत्रण प्रस्ताव (आरएफपी) का नोटिस

### E- Tendering

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES OF REPUTE FOR PROVIDING SECURITY GUARDS (ARMED / UN-ARMED) (EX-SERVICEMEN / NON EX-SERVICEMEN) IN THE BRANCHES / OFFICES / RESIDENTIAL COMPLEX / OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK**

बड़ौदा कॉर्पोरेट सेन्टर ,  
सी-26 ,जी-ब्लॉक ,  
बान्द्रा कुर्ला कॉम्प्लेक्स बान्द्रा (पू), मुंबई – 400 051

Baroda Corporate Centre,  
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Bandra Kurla Complex,  
Bandra (East), Mumbai – 400 051

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आरएफपी संदर्भ: बीसीसी/ सुरक्षा/115/एस-71/आरएफपी/पीएसए/153  
RFP Reference: BCC/SEC/115/S-71/RFP/PSA/ 153

दिनांक : 01 मार्च 2023  
Dated : 01 March 2023

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	01 March, 2023
2	RFP Coordinator Name, Contact details (Bank)	Flt. Lt. Ashish Sethi, Chief Manager (Security), BCC, Mumbai 022-66985006 Mr. Nitin Dhyani, Chief Manager (Security), BCC, Mumbai 022-66985148 E-Mail id – <a href="mailto:security.bcc@bankofbaroda.co.in">security.bcc@bankofbaroda.co.in</a>
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>Pre bid meeting will be held at MSG Hall, 3rd Floor, Bank of Baroda Corporate Office, C-26, G-Block, Bandra (East), Mumbai 400051 on 14.03.2023 at 2.00 P.M.</li> <li>Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:security.bcc@bankofbaroda.com">security.bcc@bankofbaroda.com</a> along with pre-bid clarification not later than 09.03.2023.</li> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	23.03.2023 on or before 3.00 P.M. Mode: Online only URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
5	Eligibility Cum Technical Bid Opening Date	23.03.2023 at 3.30 P.M. Mode: Online on URL: <a href="https://www.tenderwizard.com/BOBv">https://www.tenderwizard.com/BOBv</a> The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:security.bcc@bankofbaroda.com">security.bcc@bankofbaroda.com</a> id after RFP submission time is over
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	₹ 10,000/- only
8	Bid Security (Earnest Money Deposit)	₹ 5.00 lac
9	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
10	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: <a href="mailto:eprocurebob@etenderwizard.com">eprocurebob@etenderwizard.com</a> Phone: +91-11-49424365 For more details, check under Contact us at home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank/ BOB means "Bank of Baroda"
2. BCC means "Baroda Corporate Centre"
3. Recipient, Respondent, Bidder, service provider, means "the respondent to the RFP document"
4. RFP means this "Request For Proposal document"
5. Tender/ Proposal/ Bid means "Response to the RFP Document by the Bidder and submitted to Bank of Baroda"
6. PSA means "Private Security Agency"

### Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. the Registration Committee constituted by the Department for Promotion and Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'Bidder/PSA' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:-
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

- ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. No subcontracting will be permitted in this project

#### **Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*



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## 1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

- 1.1. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for providing Security Guards (Armed / Un-Armed) (Ex-Servicemen / Non Ex-Servicemen) in the Branches / Offices / Residential Complex / Other Installations in selected Zones/States.

## 2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Bidder for providing Security Guards (Armed / Un-Armed) (Ex-Servicemen / Non Ex-Servicemen) in the Branches / Offices / Residential Complex / Other Installations in selected Zones/States.
- 2.2. Now Bank in process for empanelment of PSAs for providing Security Guards (Armed / Un-Armed) (Ex-Servicemen / Non Ex-Servicemen) in the Branches / Offices / Residential Complex/ Other Installations in selected Zones/States. For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure- 03 and also in a position to fulfill the requirement as mentioned in Evaluation Terms under Annexure-02. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The tentative requirement of guards is 3257 consisting of 2689 Armed Guards & 568 Unarmed guards, as per the list attached. (Annexure -15). After empanelment, the Agencies shall be allotted respective Zones depending upon their eligibility, validity of PSARA license, area of operation, service network and total numbers of bidders for that Zone. **Agency can apply maximum for 5 Zones of the Bank.** The decision of the Committee of the Bank for allotment of Zone shall be final and no representation shall be entertained. Concerned PSA will have to enter into an agreement (as per the format decided by the bank) with the concerned Zonal Office, as the case may be. The deployment of security guards (armed / unarmed) to be completed by 01/04/2023 and at least 90% of the guards deployed in the Zone to be Ex-servicemen. Any new guard deployed in the branch / office of the bank should not be above 56 years (50 years for civilian guards) of age at the time of deployment. The services of deployed armed guards will not be allowed to continue beyond 60 years for all categories of guards. Further, the Bank shall be under no obligation to accept lowest or any offer received and shall be entitled to reject any or all offers without assigning any reason whatsoever. The duties and responsibilities of the Armed / Un-Armed guards as expected by the Bank are mentioned in detail in **Annexure -13**
- 2.4. Empanelment of Agencies should in no way be construed as work order for deployment of guards. Zones shall decide on the engagement of the empaneled

Agency. Based on number of PSA's allotted to the Zone, they may consider to divide the work between two or more PSAs, with at least 02 PSAs per Region. **Selection committee headed by Dy. Zonal Head (DZH) shall decide the work allocation to the PSA. Decision of the committee shall be final and binding to all. No representation will be entertained.**

- 2.5. Any delay in deployment over the stipulated period will attract penalty of 5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The bank reserves its right to recover this amount by any mode, which includes adjustment made against any payment to be made by the Bank to the PSA and / or from Security deposit.
- 2.6. The Bank reserves the right to increase or decrease the number of security Guards to be deployed in the said locations according to its requirement i.e Sates, Zones or Regions. If the shortlisted PSA is unable to fulfill the orders within the stipulated period, then Bank will have the right to allot the work to other shortlisted PSA after giving 15 days' notice to the defaulting PSA.

### 3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of one year from **01/04/2023** and extendable by two years based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its discretion by giving a prior notice of 30 days in writing to the successful bidder without assigning any reason(s) and without any cost(s) or compensation therefore. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder.

### 4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility criteria (mentioned in Annexure-03) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Annexure-03, may submit their bid through Bank's e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 04.

### 5. Application Money

A non-refundable Application Money of Rs.10,000/- (Rupees Ten thousand) only as mentioned in "[A] Important Dates – Application Money" must be deposited through IMPS/RTGS/ NEFT. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

This non-refundable fee is to be submitted through the electronic mode to the below mention account.

✓ **Account Number-29040400000417**

✓ **Account Name – Bank of Baroda**

REQUEST FOR PROPOSAL FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES



- ✓ Branch- BKC, Mumbai
- ✓ IFSC- BARB0BANEAS (Fifth character is Zero)

## 6. Bid Security (Earnest Money Deposit)

6.1 Bidders are required to give an EMD (earnest money deposit) of an amount of Rs.5,00,000/- (Rupees Five Lakhs) only as mentioned in "[A] Important Dates" at the time of submission of the technical bid. The proof of same is to be submitted with eligibility cum technical bid, failing which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode. The details of the account are as under.

**Account Number-29040400000417**

- ✓ Account Name – Bank of Baroda
- ✓ Branch- BKC, Mumbai
- ✓ IFSC- BARB0BANEAS. (Fifth character is Zero)

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of un-successful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

**The amount of Earnest money deposit would be forfeited in the following scenarios:**

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - ▶ Fail To provide the performance guarantee within 30 days from the work order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

**Unsuccessful Bidder's:** Bid security money deposit will be returned by the Bank within two weeks from completion of RFP process. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

## 6.2 Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.



## Preference to make in India initiative

"Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage"

## 7. Performance Guarantee

- 7.1. The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier to the extent of 3% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.  
The contract value is calculated as – No. of Guards allotted X Total cost to bank per guard X 36
- 7.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement including non-payment of full wages and deposit of statutory dues with Government authorities, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 7.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 7.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.
- 7.5. The Performance Bank Guarantee shall be adjusted against any loss, theft, damage, expense etc. to the Bank; caused by the agency or by the guards deployed by the agency or negligence of guards deployed by the agency and / or agency commits breach of one or more of the conditions in the agreement.
- 7.6. In case PSA defaults in any one Zone and the Performance Bank Guarantee held by the Zone is not sufficient to recover defaults, Bank will have the right to invoke the Performance Bank Guarantee of the PSA held in other Zones, where he is allotted work by the Bank. This will be in addition to the immediate termination of work order in all zones of the Bank, where engaged by the Bank.
- 7.7. It shall be refunded / returned to the concerned PSA after 3 months, at the end of agreement period, including extended agreement period if any. (A letter be given by the PSA that they will give Performance Bank Guarantee once work order is intimated to them by respective Zonal Head) If PSA is getting work in more than one Zone, based on the work amount involved, the Performance Bank Guarantee will be submitted separately at each Zone

## 8. Sub - Contracting:

The selected Bidder/PSA shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. If found doing so, the contract will be terminated and the Agency may be blacklisted.

### **Assignment/ Splitting of Work**

Empanelment of Agencies should in no way be construed as work order for deployment of guards. Zones shall decide on the engagement of the empaneled Agency. Based on number of PSA's allotted to the Zone, they may consider to divide the work between two or more PSAs, with at least 02 PSAs per Region. **Selection committee headed by Dy. Zonal Head (DZH) shall decide the work allocation to the PSA. Decision of the committee shall be final and binding to all. No representation will be entertained.**

### **9. Service Level Agreement and Non-Disclosure Agreement:**

- 9.1. The successful bidder shall execute a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.(Attached as Annexure- 21)
- 9.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the concerned/ successful bidder only.

### **10. Compliance with Laws:**

- 10.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 10.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **11. Termination:**

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit. Bank reserves the right to reject

- such application at any time and blacklist for future empanelment.
- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract
- 11.4. Effect of Termination: In case of termination of contract for default of selected bidder, bank is entitled to invoke the Performance Bank Guarantee, and enforce the indemnity bond executed in its favour, forfeit the security money deposit and impose liquidated damages and / or such other penalties as it deems fit and proper without prejudice to its other rights and contentions available under the law(s) for the time being in force.

## 12. Grievance Redressal and Dispute Resolution:

- 12.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Security Officer at security.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in tender proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Security Officer, Bank of Baroda Corporate Office,  
C-26, G-block, Bandra Kurla Complex,  
Bandra (East), Mumbai-400 051

### Dispute Resolution:

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 12.6. The seat and place of arbitration shall be respective Zonal Office. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.



- 12.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### 13. Governing Laws:

- 13.1. This RFP shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### 14. Prevention of Corrupt and Fraudulent Practices:

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 19 of this RFP.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 14.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### 15. Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### 16. The bid submission by related parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

Bids submitted by holding company and its subsidiary company;  
Bids submitted by two or more companies having common director/s  
Bids submitted by partnership firms / LLPs having common partners  
Bids submitted by companies in the same group of promoters/management

#### 17. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

#### 18. Payment of Wages

PSAs will quote rates on the basis of their service and other charges in percentage term over and above the minimum wages required to be paid as per extant acts / notifications in vogue. The rates quoted in price bid should be as per the **Minimum wages notified by Central Govt.** from time to time and will be governed by Minimum Wages Act/Code on Wage 2022 or as amended from time to time, Employees State Insurance Act 1948, Employees Provident Fund and Misc. Provisions Act 1952, etc. and rules made there



under. Minimum Wages will be as notified by Central / State Government, whichever is higher.

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such amount / fees quoted by the bidder in the price bid against such activity / item.

In order to ensure payment of wages in line with minimum applicable wages as per the extant acts / notifications to the personnel deployed by PSA, they will be required to disburse the wages in bank account of such personnel. **The accounts of the guards must be opened in Bank of Baroda Branches.**

The PSA will not be made any payments in advance. After making salary payments to guards, PSA will submit monthly bills to the concerned Branch / Office of the Bank. Payment will be made by Branch / Office after verifying attendance of the security guard, regulatory compliances (viz. payment of full wages, timely contribution for ESI and EPF etc) and deducting penalties, if any, etc.

**Documents to be submitted to Branch / Office along with wages bills shall mandatorily include the following-**

- (a) Wage bill/Salary slips for the staff with head wise breakup of earnings and deductions and Net Salary paid to guard.
- (b) Attendance record of the individual(s).
- (c) Details of the previous month's PF and ESI deposit with concerned authorities. Copy of ECR mentioning the UAN No. and names of personnel deployed at BOB must be made available in clear. The details may be send on Branch/Office e-mail ID.

**No arrears and claims shall form part of wages bills. These must be forwarded separately and followed up as such.**

## 19. Fidelity Insurance Cover

The empaneled agency would be required to obtain one time Fidelity Insurance **Cover of Rs 1.00 Crore**, for protecting Bank's interest in case of any loss arising due to negligence or malafide intention of their guards and during periodic rotation of guards. The fidelity insurance cover note should be deposited with Central Security Department, BCC within 07 working days of issue of empanelment letter. In case the Fidelity insurance is not received within stipulated time period, the empanelment will be cancelled.

## 20. Character and Antecedent Verification

Before deployment of their Security Guards, the PSA should arrange for verification of the antecedents of the guards by the police and such verification certificate by the police should be submitted by the PSA to the respective Branch where the Security Guard (Armed / Unarmed) is being deployed, along with the following documents-

- (a) Copy of the latest Police verification of the Armed Guard.
- (b) Ex-serviceman Biodata

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- (c) Copy of valid gun license.
- (d) Discharge slip from the Army/Navy/Airforce/ CAPFs.
- (e) Authority letter of the Agency
- (f) Copy of Aadhar Card

## **21. Right to Alter requirements & repeat order**

The Bank at its discretion can either reduce or increase the number of Security guards (Armed / Unarmed) to be deployed on the same terms and conditions and the proportionate payment thereof shall be made to the selected bidder / vendor.

## **22. General Terms and conditions**

- 22.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 22.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 22.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 22.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 22.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 22.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 22.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 22.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

- 22.9. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 22.10. Only one submission of response to RFP by each Respondent will be permitted.
- 22.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 22.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 22.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 22.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 22.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 22.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 22.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 22.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 22.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 22.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 22.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 22.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this

- document. .
- 22.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 22.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 22.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 22.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 22.27. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 22.28. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 22.29. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 22.30. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 22.31. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 22.32. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 22.33. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to



- accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 22.34. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 22.35. The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 22.36. The execution, delivery and performance under an Agreement by bidder:
- ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 22.37. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 22.38. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 22.39. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 22.40. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and



- the Bank's decision in the matter will be final.
- 22.41. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 22.42. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 22.43. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 22.44. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 22.45. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 22.46. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 22.47. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or PSA and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 22.48. The scanned files to be uploaded should be named as per the Appendix number shown against each item as mentioned in Annexure-04.
- 22.49. If any of the zone of our Bank has issued a dissatisfactory letter about any agency the bid of that Agency will be rejected in that / those particular Zone(s).

### **23. Abide with the universal human rights and banks Code of Ethics-**

Successful Bidder/PSA, who will be selected according to the work for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

#### **24. Information Confidentiality:**

24.1 This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

#### **25. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## Annexure -01

### Guidelines for submission details and E-tendering

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 03
2.	Undertaking from the bidder	Annexure 05
3.	PSA Profile	Annexure 06
4.	Application Money	Bidder to Provide Transaction Details to be mentioned in Annexure 07
5.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 06 <b>For Micro and Small Enterprises (MSE) / Startups</b> "Bid Security Declaration - As Per Annexure 08
6.	Reference site Details	Annexure 09
7.	All documents attached as per Checklist	Annexure 14
8.	Declaration of the undertaking regarding applicability of Restrictions from bidder of a country shares land border with India.	Annexure 16
9.	Letter of Confirmation from Bidder	Annexure 17
10.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12
11.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 10 & 11
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)

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Section #	Section Heading	Proforma Given
15.	Integrity pact	Bidder to provide detailed Annexure 19
16.	Service Level And Non-Disclosure Agreement Format	Annexure 21

Commercial Bid should be strictly as per Commercial bid format (Annexure – 10 & 11). Any commercial bid submitted not in conformity with Annexure – 10 & 11 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

## 1. Guideline for E-TENDERING

### 1.1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

**[www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)**

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

**Helpdesk Contact No.: +91-11-49424365**

**email: [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com)**

**Primary Contact Number**

- Mr. Krunal Mahajan : +91-8800907637

**Alternate Contact Numbers**

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

**Contact No. for other activities**

- Registration Help Desk : +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))

- e-procurement queries : +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))

*Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.*

### 1.2. Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted **ONLINE ONLY** as

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per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

### 1.3. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

### 1.4. Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
  - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

### 1.5. Guidelines to Bidders for Electronic Tendering System

#### 1.5.1. Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-



49424365 or may download Bidder Help Manuals available under "Help Manuals/ Latest Circulars/ Formats" on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

#### 1.5.2. Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

#### 1.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above

- Browser Requirement (anyone from following)
  - Microsoft Internet Explorer (IE) version 11 and above
  - Mozilla Firefox - Latest version
  - Google Chrome - Latest version
- Browser settings
  1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
  2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
  1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
  2. Files with .EXE, .PSD extensions are not allowed
  3. File size not to exceed 5 MB per attachment
  4. All uploaded files should be virus free and error free
- Minimum System Configuration
  1. CPU speed of 2.0 GHz
  2. USB Ports
  3. 2 GB of System Memory (RAM)
  4. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
  1. Java Run Time Engine (JRE – 1.8.0) or higher.
  2. Microsoft Office 2003 with MS Word and MS Excel
  3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

## 1.6. Steps to participate in the e-Tenders

### 1.6.1. Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.6.2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

### 1.6.3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

1.6.4. **Close for Bidding :** After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed

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by the Tender Authority.

1.6.5. Online Final Confirmation: After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

1.6.6. Short listing of Bidders for Commercial Bidding Process : The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

1.6.7. Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process.

1.6.8. Tender Schedule (Key Dates) : The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

1.7. **Important Points:** The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

- a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

### Evaluation Terms

1. Offer (Tenders) will be evaluated in the following stages:-

**a) Stage I**

Checking of Tender documents, i.e. Incomplete Tender offers / offers not accompanied by the mandatory documents as mentioned above, cost of application, EMD, copy of valid PSARA License etc. shall be rejected.

**b) Stage II**

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid documentary proof submitted by the PSAs. Offers not complying with the eligibility criteria will be rejected. It is Bidders responsibility to provide authentic proof with documents, for all the parameters mentioned in the section "Technical Criteria" duly stamped and signed.

**c) Stage III**

Short-listing of PSAs based on satisfactory feedback from reference sites (Annexure-9) and Evaluation of submitted documents as per checklist (Annexure-4)

**d) Stage IV**

Price Bid of only technically qualified Agencies will be opened.

**e) Stage V**

Allotment of Zones to PSAs, on the basis of their area of operation and registration. (Agencies can apply for maximum 5 Zones)

**f) Stage VI**

The service provider shall be required to enter into an SLA (Service Level Agreement) within 10 days of issuance of work order by the Zone.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability Annexure 04

**1. Validity of Offer**

The offer will be valid for a period of 180 days from the last date of opening of the offer i.e 23.09.2023 within which period the bidder cannot withdraw their offer including the period being extended further, if so required, by the Bank from time to time. Any contravention of the above conditions will ensure the forfeiture of the EMD by the bidder / selected bidder.



## 2. Opening of Offers

Technical Bid Offers will be opened online at xx:xx pm on xx/xx/2023. The Bidders / their representatives(s) may log in at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Agencies. The Technical Bid offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. Financial Bids will be opened of only those Agencies who qualify technically. Date and time of opening of financial bids will be intimated separately.

## 3. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

## 4. Commercial Bids Terms

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. Terms of payment as indicated in the letter of acceptance/ order that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- f. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected

service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

- g. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- h. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

## 5. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
  - Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
  - The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
  - L1 will be decided on Central govt. rates / State Govt. (as on date), whichever is higher, Uniform Charges and Service Charges (not to be less than 5% for Armed Guards and 3% for Unarmed Guards). In case Bank wishes to empanel more agencies, it may offer the agencies quoting above L1 rates, in ascending order, to match L1 rates. PSAs who agree to work on L1 rates may be empaneled by the Bank. Bank will have the discretion to exercise this choice in some or all Zones of the Bank. **ANY PSA QUOTING SERVICE CHARGES LESS THAN THIS WILL BE DISQUALIFIED.**



### Eligibility Criteria for Bidders and Security Guards

#### 1. Eligibility Criteria For Bidders

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

##### (a) Statutory

- (i) Bidder must be a Government Organization / PSU / PSE / partnership firm / Proprietorship/ LLP or private / public limited company in India for last 5 years. PSAs should have a Certificate of Registration with Registrar of companies or Registrar of Firms or Letter of proprietorship, registered in India, reputed for providing Security Guards (Armed / Unarmed) (Copy of certificate of incorporation and certificate of registration to be submitted)
- (ii) PSAs should have obtained a licence in accordance with Sections 4 & 7 of the Private Security Agency Regulatory Act 2005 issued by respective State(s). Agency not having PSARA will not be considered for empanelment (Copy of PSARA license (s) to be submitted). Agency can only apply in those States / Zones where they have PSARA Licence. Mere application with the said authority to obtain PSARA licence will not make the company eligible for empanelment. However, PSAs which have been holding licence under PSARA for past five years and where licence to operate has been applied for renewal before expiry date would be eligible based on copy of previous licence and acknowledgement of application submitted for renewal. Scanned copy of PSARA licences in all the states where the bidder proposes to provide services should be attached duly self-attested.
- (iii) Should be registered with the Central Govt. under Contract Labour Act (Regulation & Abolition) 1970.
- (iv) Should have registration with appropriate authority for GST and other taxes as applicable.
- (v) Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs.) Letter of confirmation from Bidder.
- (vi) PSA should have minimum 5 years of experience providing Security Guards services to minimum 3 Public / Private sector Banks / PSUs / State PSU / Govt. Organizations with average annual deployment of 150 guards per month during last 5 years (Documentary proof to be given).
- (vii) PSA should have an active contract for providing guarding services in at least 3 Public / Private Sector Banks / PSUs on the date of application. PSA should furnish details of Reference Sites as per Annexure -09 and on request by Bank the referees should testify about the performance of the PSAs to the Bank's satisfaction. Please submit details where the work is going on at present. PSA should also submit report of satisfactory service.
- (viii) The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR the Bidder is from such a country

and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure 16 to the said Office Memorandum / Order and we submit the proof of registration herewith. Copy of certificate of valid registration with the Competent Authority (If applicable), (signed /digitally signed documents from authorized representative of bidder)

- (ix) The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. (Letter of confirmation from Bidder.)

(b) Financial

- (i) The PSA should be a profitable organization for the last three financial years (2019-20, 2020-21 & 2021-22) and the average turnover of the PSA during the last three financial year should be as follows-

- If applying for Zone(s) with total requirement of guards upto 200-turnover to be ₹ 5.00 crore
- If applying for Zone(s) with total requirement of guards from 201- 400-turnover to be ₹ 10.00 crore
- If applying for Zone(s) with total requirement of guards from 401& above-turnover to be ₹ 15.00 crore

- (ii) Should have latest certificate from ESI Corporation and EPF Organization under EPF & Misc. Provision Act 1952.

- (iii) Should have Income Tax Clearance Certificate (latest) and PAN No.

- (iv) Should have Audited Balance Sheet (Latest). \* If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2018-19 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited.

(c) Administrative

- (i) The Agency should have effective **infrastructure for the training** of the Guards. Address of training center should be enclosed. Agency should have it's own training Centre **Or** should have formal tie-up with the Govt. approved training center. The training shall be for minimum period of 100 hrs of classroom instruction and 60 hrs of field training spread over at least 20 working days. The ex-servicemen and former police personnel shall, however, be required to attend a condensed course only, of minimum 40 hrs of classroom instructions and 16 hrs of field training spread over at least 7 working days. Copies of training certificates of all guards to be deployed by the agency in the bank should be submitted to the respective Zone within 10 days of receiving work order.

- (ii) Should have credible supervisory infrastructure and network. Details of supervisors with qualifications, experience and contact numbers should be given of Respective State.

- (iii) PSA should have current & running work order having atleast 50% Security guards



(Armed / Unarmed) deployed in the concerned state, where the Zone is located, for which the PSA is Bidding (Attach relevant work orders)

- (iv) PSA (s) should have their own office(s) in the Zonal Area they are opting for, on their name as proof of address. Office should be more than one year old (Proof to be submitted). The PSA can apply for maximum 5 Zones only.
- (v) A declaration that the PSA is not owned or controlled by any director / Officer/ employee of Bank of Baroda or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956.

**(Note- PSA who wish to be considered for more than one State are to submit the relevant documents like PSARA, Shop & Establishment, details of Office, etc for each state separately)**

Intending PSAs should furnish details about their firm as per PSA's profile (Annexure-06)

## **2. Eligibility Criteria for Security Guards**

The security guards to be provided by the PSA must be of sound health and good character for which the PSA shall be responsible and their antecedents are to be certified by the PSA and a copy of Police verification also is to be provided before the deployment of security guards. The PSA shall submit the relevant documents at the interval of every one year. The Bank shall have the right to reject any security guard not meeting the requisite standards. The Guards should confirm to the following norms:-

- i) 90% of all Guards (Armed & Un-Armed) should be ex-servicemen / ex-paramilitary force.
- ii) Any new guard deployed in the branch / office of the bank should not be above 56 years (50 years for civilian guards) of age at the time of deployment. The services of deployed armed guards will not be allowed to continue beyond 60 years for all categories of guards.
- iii) Should be physically fit in all respects, i.e should not be in Low Medical Category i.e. Medical category recorded in discharge book of ex-servicemen/ex-Para military personnel will be considered valid for 2 years from date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the PSA.

Annexure -04

**CHECKLIST FOR ELIGIBILITY CRITERIA FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES)**

Sr. No	Particulars asked for	Attached / Not Attached
1.	A Certificate of Registration with Registrar of companies or Registrar of Firms or Letter of proprietorship, registered in India, reputed for providing Security Guards (Armed / Unarmed)	
2.	PSAs should have obtained a license in accordance with Sections 4 & 7 of the Private Security Agency Regulatory Act 2005 issued by respective State(s).	
3.	The PSA should be a profitable organization for the last three financial years (2021-22, 2020-21 & 2019-20)	
4.	Should have latest certificate from ESI Corporation	
5	Should have latest certificate from EPF Organization under EPF & Misc. Provision Act 1952.	
6	Should have Income Tax Clearance Certificate (latest)	
7	Should have PAN No	
8	Should have Audited Balance Sheet (Latest 3 years).	
9	Should be registered with the Central Govt. under Contract Labour Act (Regulation & Abolition) 1970	
10	Should have registration with appropriate authority for GST and other taxes as applicable	
11	PSA should have minimum 5 years of experience providing Security Guards services to minimum 3 public / private sector Banks / PSUs with average annual deployment of 150 guards during last 5 years	
12	PSA should have an active contract for providing guarding services in at least 3 Public / Private Sector Banks / PSUs on the date of application	
13	PSA should furnish details of Reference Sites	
14	PSA should also submit report of satisfactory service.	
15	Effective infrastructure for the training of the Guards	
16	Should have credible supervisory infrastructure and network	
17	PSA should have current & running work order having at least 50% Security guards (Armed / Unarmed) deployed in the concerned state, where the Zone is located, for which the PSA is Bidding	

18	PSA (s) should have their own office(s) in the Zonal Area they are opting for, on their name	
19	A declaration that the PSA is not owned or controlled by any director / Officer/ employee of Bank of Baroda or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956	



**LETTER OF UNDERTAKING FROM BIDDER**  
**(TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES)**  
(On letter head of PSA)

Ref No.

Date:

To  
The Chief Security Officer  
Bank of Baroda  
Baroda Corporate Centre,  
C-26, G-BLOCK, Bandra Kurla Complex,  
Bandra East, Mumbai - 400 051.

Dear Sir,

**Re: Your Tender for Empanelment as Private Security Agency for providing  
Armed and Unarmed Security Guards for  
Zone/Zones/State**

We refer to your RFP No.BCC/SEC/115/S-4/RFP/PSA dated ...../...../2023 on the captioned matter.

I/We hereby offer for our Company /Firm to be empaneled as a PSA for providing Armed and Unarmed Security Guards to be deployed at various premises of Bank of Baroda, in \_\_\_\_\_ Zone/Zones/State. We will be providing 90% Ex-servicemen guards in the Zone(s) allotted to us. We have applied for only 5 Zones or less.

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Bank of Baroda.

I/We also understand that mere filling the application form does not automatically qualify us for being empaneled. We also agree to Bank of Baroda, Mumbai's right to reject any or all Applications (including ours) without assigning any reason thereof.

We confirm that we have not been **black listed** by any Ministry or Department of Central Govt. / State Govt. / Municipal Corporation / PSU / Commercial Banks for empanelment as PSA. If found that our Company / Firm was blacklisted prior to filling up this tender, our company / firm shall be disqualified. Also we understand that in such eventuality, Bank is liable to blacklist us. **We also agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.** I/we further declare that no criminal case is registered or pending against the firm / company or its owner / partners / directors anywhere in India.

**We also confirm that, in the past, we have not been issued with any dissatisfaction letter by the Zone of Bank of Baroda, for which we are applying.** I/We also understand that after being empaneled, if it is known that any wrong information was submitted / given by us during tendering, our empanelment for all the Zones allotted to us will be cancelled.

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We also confirm that in case of default in any one Zone and the Performance Bank Guarantee held by the Zone is not sufficient to recover defaults, Bank will have the right to invoke our Performance Bank Guarantee held by the Bank in its other Zones. This will be in addition to the immediate termination of work order in all zones of the Bank, where engaged by the Bank.

We certify that ..... (Name of PSA) is not owned or controlled by any Director or serving Officer/Employees of Bank of Baroda 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 RFP.

Thanking you,

Yours faithfully,

Signature and Seal of PSA

Address :

**TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES**  
**IN BANK OF BARODA FOR \_\_\_\_\_ ZONE**  
(Please attach separate sheet for different Zones, wherever applicable)

**PSA PROFILE**

Name of the Private Security Agency.	
Name of the Contact person for this Tender activity	
Address Telephone No. Mobile No. E-Mail ID	

Sr. No	Particulars asked for	DETAILS	Proof / details attached YES/NO
1.	Constitution (Company / Firm / Proprietorship)	COMPANY / FIRM / PROPRIETORSHIP	
2.	Year of Establishment		
3.	Experience in the field		
4.	Name of Directors / Partners / Proprietor		
5.	Whether registered with Registrar of companies / firms or proprietor. If so, mention No. & date (Documentary proof necessary) Furnish also copy of relevant certificates / Deeds.	No.-  DATED-	
6.	Whether registered for GST in the states applied for? if so, mention no. and date. Furnish copies of relevant certificate.	GST No-	
7.	Whether an assessed of Income Tax. If so mention PAN / TAN. Furnish copies of IT Return for 2019-20, 2020-21 & 2021-22 & PAN Card.	PAN No-  2019-20  2020-21  2021-22	



8.	Whether registered in the panel of other organizations / statutory bodies such as PSU, Bank, Govt. bodies, etc. Furnish their names, category, date of Registration & Proof. Furnish details of - 3- Reference Sites (Public / Private Sector Banks / PSU) and also submit report of satisfactory service.	1. YES / NO 2. REFERENCE OF - 3- SITES- GIVEN / NOT GIVEN 3. SATISFACTORY SERVICE REPORT ATTACHED / NOT ATTACHED	
9.	Whether registered with ESIC & EPF. Furnish date of registration and proof.	ESIC No-  Date-  EPF No-  Date-	
10	Valid licence under "Private Security Agencies (Regulation) Act, 2005" as amended from time to time.	PSARA TILL-	
11	Whether registered with Govt. under Contract Labour (Regulation & Abolition) Act, 1970. Furnish date of registration and proof.	YES / NO  VALID TILL-	
12	Proof of having minimum 80% guards, of the Zones requirement for which the Agency is applying, on Agency 's roll, out of which minimum 90% to be ex-servicemen, (First page of ECR for last 06 months to be enclosed)	ENCLOSED / NOT ENCLOSED	
13	Details of training infrastructure for training of guards	HAVING / NOT HAVING	
14	Details of supervisory infrastructure. (List enclosed)	ENCLOSED / NOT ENCLOSED	
15	Audited Balance Sheet for last -3- Financial Years i.e 2019-20, 2020-21 & 2021-22	2019-20 2020-21 2021-22	
16.	Statement of profit and loss account for last 3 financial years, i.e. 2019-20, 2020-21 & 2021-22  The Company should be profit making	2019-20  2020-21	

REQUEST FOR PROPOSAL FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES

	company in last 3 years. Only Net profit would be considered.	2021-22	
17	Income tax Clearance Certificate (latest)		
18	Proof of average annual turnover, depending on the number of guards Agency is applying for, in last -3- years Profit after Tax (INR Lacs)	AVERAGE TURNOVER-	
19	EMD of Rs 5.00 lacs (Proof of depositing in Bank account be submitted)	GIVEN / NOT GIVEN	
20	Cost of Tender Rs 10000.00 (Proof of depositing in Bank account be submitted)	GIVEN / NOT GIVEN	
21	Declaration that the PSA is not owned or controlled by any director / Officer/ employee of Bank of Baroda or their relatives	GIVEN / NOT GIVEN	

- The Details of above information has been uploaded with ANNEXURE Name as File name.
- We understand that this application does not entitle us automatically for being short listed for the purpose as cited above.
- We understand that Bank of Baroda reserves the right to reject our application without assigning any reason thereof and we agree to this.
- The information given by us is true to best of our knowledge.

Date-

Seal

Place-

Signature & Seal

**Bid Fees (Application Money) Letter**

To  
The Chief Security Officer  
Bank of Baroda  
Baroda Corporate Centre,  
C-26, G-BLOCK, Bandra Kurla Complex,  
Bandra East, Mumbai - 400 051.  
Sir,

**Sub: RFP FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES OF REPUTE FOR PROVIDING SECURITY GUARDS (ARMED / UN-ARMED) (EX-SERVICEMEN / NON EX-SERVICEMEN) IN THE BRANCHES / OFFICES / RESIDENTIAL COMPLEX / OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by .....2023

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**REQUEST FOR PROPOSAL FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES**

Bank of Baroda

Confidential

Page 41 of 83

**Bid Security/EMD Letter**

To  
The Chief Security Officer  
Bank of Baroda  
Baroda Corporate Centre,  
C-26, G-BLOCK, Bandra Kurla Complex,  
Bandra East, Mumbai - 400 051.

Sir,

**Sub: RFP FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES OF REPUTE FOR PROVIDING SECURITY GUARDS (ARMED / UN-ARMED) (EX-SERVICEMEN / NON EX-SERVICEMEN) IN THE BRANCHES / OFFICES / RESIDENTIAL COMPLEX / OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer) / Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No. (Company account details):**





**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....2023

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**REFERENCE SITE DETAILS FROM -3- OTHER PUBLIC / PRIVATE SECTOR BANKS / PSU**

**Kindly provide details of -3- different organisations and also submit report of satisfactory service (Public Sector Organization / Public / Private Sector Bank where presently providing services)**

Sr. No			
1.	Name of Principal Employer i.e name of Firm / Organisation where PSA is providing Security Guard Services & Address		
	Contact Person	Name	
		Designation	
		Phone Numbers	
		Mobile No	
		e-mail id	
	Satisfactory Service report		Attached / Not Attached
2.	Name of Principal Employer i.e name of Firm / Organisation where PSA is providing Security Guard Services & Address		
	Contact Person	Name	
		Designation	
		Phone Numbers	
		Mobile No	
		e-mail id	
	Satisfactory Service report		Attached / Not Attached

3.	Name of Principal Employer i.e name of Firm / Organisation where PSA is providing Security Guard Services & Address		
	Contact Person	Name	
		Designation	
		Phone Numbers	
		Mobile No	
		e-mail id	
Satisfactory Service report		Attached / Not Attached	

Date

Seal

Place



**PRICE BID – FOR THE ARMED GUARDS**  
(Rates for one Armed Guard)

(As per Minimum Wages of Central / State Government whichever is Higher)

No	DESCRIPTION	RATES			REMARKS
		Area A	Area B	Area C	
1.	Basic + VDA for 26 days	24440	22516	20488	
2.	Employees State Insurance (ESI) @ 3.25% of Sr. 1	00	00	665.86	
3.	EPF @ 12 % of the Sr. No. 1 (Basic + VDA) with maximum ceiling limit of ₹15000/- i.e. (12 % of 15,000 = ₹1800/-	1800	1800	1800	
4.	Employees Deposit Linked Insurance (EDLI) @ 0.5% of Sr. 1	75	75	75	
5.	ADM Charges (P.F) @ 0.50% of Sr. No 1	75	75	75	
6.	Bonus @ 8.33 % of Basic + VDA) or of 7000 whichever is higher	00	00	1706.65	
7.	Uniform Outfit Allowance (Amount in Rs per month)				
8.	Service Charge in % of Item No. 1 (Basic + VDA)				
9.	Grand Total (Excluding Taxes)				

Relieving Charges 1/6 wherever applicable

Service Charges not to be less than 5% (if quoted less the Agency will be disqualified)

L1 will be arrived at Grand Total.

1. Basic +VDA (Sr.1) should confirm to the minimum wages fixed and revised from time to time by the Ministry of Labour & Employment, Govt. of India for employment of watch & ward staff. Where both Central & State Govts. have fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable.

2. The Areas "A", "B" & "C" shall be as per Govt. notification as issued from time to time.

3. Taxes as applicable as per prevalent laws shall be applied.

We hereby confirm that the Basic plus VDA quoted above is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Govt. of India and that other mandatory charges i.e EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts. We further agree that the Price Bid will be rejected if any of the above rates and percentage is not in compliance with the respective statutory laws

Signature

Designation

Name of the Firm / Agency with Office stamp

Annexure -11

**PRICE BID - FOR THE UNARMED GUARDS**

(Rates for one Unarmed Guard)

(As per Minimum Wages of Central / State Government whichever is Higher)

Sr. No	DESCRIPTION	RATES			REMARKS
		Area A	Area B	Area C	
1.	Basic + VDA for 26 days	22516	20488	17446	
2.	Employees State Insurance (ESI) @ 3.25% of Sr 1	0	665.86	567	
3.	EPF @ 12 % of the Sr. No. 1 (Basic + VDA) with maximum ceiling limit of ₹15000/- i.e. (12 % of 15,000 = ₹1800/-	1800	1800	1800	
4.	Employees Deposit Linked Insurance (EDLI) @ 0.5% of Sr. 1	75	75	75	
5.	ADM Charges (P.F) @ 0.50% of Sr. No 1	75	75	75	
6.	Bonus @ 8.33 % of Basic + VDA) or of 7000 whichever is higher	00	1706.65	1453.25	
7.	Uniform Outfit Allowance (Amount in Rs per month)				
8.	Service Charge in % of Item No. 1 (Basic + VDA)				
9.	Grand Total (Excluding Taxes)				

Relieving Charges 1/6 wherever applicable

**Service Charges not to be less than 3% (if quoted less the Agency will be disqualified)**

**L1 will be arrived at Grand Total, excluding Relieving charges.**

1. Basic +VDA (Sr.1) should confirm to the minimum wages fixed and revised from time to time by the Ministry of Labour & Employment, Govt. of India for employment of watch & ward staff. Where both Central & State Govts. have fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable.
2. The Areas "A", "B" & "C" shall be as per Govt. notification as issued from time to time.
3. Taxes as applicable as per prevalent laws shall be applied.

We hereby confirm that the Basic plus VDA quoted above is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Govt. of India and that other mandatory charges i.e EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts. We further agree that the Price Bid will be rejected if any of the above rates and percentage is not in compliance with the respective statutory laws

Signature

Designation

Name of the Firm / Agency with Office stamp





- ii) Copy of arm license.
  - iii) KYC Documents
  - iv) Police Verification
  - v) Endorsement of arms with local police station.
  - vi) Training Certificate.
  - vii) Medical Certificate.
- K) The Bank reserves the rights to ask the PSA to remove any guard found not discharging his duties satisfactorily or of doubtful character and he will immediately remove and suitable replacement will be made available.
- L) The Bank shall not provide any residential accommodation in the premises of the Bank or elsewhere for the security guards deployed by the PSA.
- M) The duty points and retention of security guards deployed by the PSA will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the PSA will have to abide by such direction.
- N) In case of any pilferage, damage or theft, the PSA or their representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss. The PSA will be wholly responsible for any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by their security guards.
- O) It may be distinctly understood that there shall not be any absenteeism by the security guards and in case of absenteeism, if any guard's replacement deputed by the PSA is unable to join his duty within two hours, failure to do so would render the PSA liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the PSA, such replacement guard shall also be subject to meeting the standards.
- P) The PSA shall make the payment to the guards by 7th of the month and submit monthly bills in duplicate along with proof of payment made and of deposit of statutory deductions in the name of the guard. On receiving the above, the branch / office shall make payment within 10 working days after deduction of TDS as per provision of Income Tax Act, 1961 and as amended from time to time and also including any other taxes levied by the Central/State Government from time to time.
- Q) The PSA shall give weekly off to their security guards and shall provide a reliever in their place. The PSA is required to conduct surprise check frequently at least twice a week during late hours and to see themselves that their guards are discharging duties faithfully and properly and also submit their report to the official identified by the RBI. No double duty is allowed except in exceptional/emergency cases that too not more than two duties in a month per guard. PSA shall be liable to pay applicable over time allowance if any and no claim will be entertained by the Bank of Baroda in this regard.
- R) The Private Security Guards (Male and / or Female) provided shall be the employees of the Private Security Agency and all statutory liabilities will be paid by the Private Security Agency such as ESI, PF any compensation under Workmen's Compensation Act, etc. The Private Security Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Code on Wages 2019, Employees State Insurance Act 1948, Employees Provident Fund and Misc. Provisions Act 1952, etc. and rules made there under. Minimum Wages will be as notified by Central / State Government, whichever is higher.

- S) The Agency will also maintain all the statutory register and records which will be made available for inspection by the Bank and Labour Officer and other Government Officials as per the guidelines of the Central and State Government.
- T) The Private Security Agency will get a valid Labour License for carrying out captioned jobs as per Central/State Govt. statutory requirements within 30 days of getting work order, failing to which the work order of the Private Security Agency will be cancelled and it will be given to another empaneled Private Security Agency.
- U) The empanelment shall be for a period of one year from 01/04/2023 and extendable by two years based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the firms without assigning any reason(s) and without any cost(s) or compensation t thereof.
- V) In case of any dispute which may arise during the currency of agreement it would be settled by the Zonal Manager, Bank of Baroda, of the respective zone.

## 2. Uniform

It shall be the responsibility of the PSA to provide full uniform (summer and winter both), shoes, cap, etc. along with the name plate/identity card to the security staff deployed to perform their duties. The PSA will provide under-mentioned items of dress to all personnel deployed at sites of BoB. In addition, other items of dress as considered suitable may be asked for the guards by the Zones. No recovery of the amount spent on providing uniform will be made from the guard.

- (i) Shirt & Pants - 4 pair per year.
- (ii) Sweater / Jacket (for winter season)
- (iii) Boots - 2 pair per year.
- (iv) Umbrella and Rain Coat (for outdoor duties only).
- (iii) Cap
- (iv) Torch (for night duties, if required)
- (v) Whistle
- (vi) Belt
- (vii) Identity Card
- (viii) Any other item advised by the Zone

### DUTIES OF GUARD (ARMED/UNARMED)

The Security Guard is the person who has to ultimately carry out and implement many security instructions issued to branches. The foiling of the robbery / dacoity and apprehending of culprits will essentially depend upon the alertness shown by him and his mental preparedness.

The Security Guard should perform the following duties and any other duties assigned from time to time:-

- a) Work under the general supervision and control of the Branch Manager.
- b) Perform diligently all security related duties assigned to him by his Branch Manager/ Security Officer or other authorised officers.
- c) Be fully conversant with the standing instructions about his duties and responsibilities, with special reference to his area of jurisdiction, layout of the building, telephone numbers of Security Officer/ Branch Manager/ Regional Manager/ Fire Brigade and the Police to inform/ seek assistance in the case of need.
- d) To wear the prescribed uniform smartly and correctly while on duty.
- e) Be vigilant and alert on duty and not leaving his post until properly relieved.
- f) To Guard and protect all assets of the branch and its building.
- g) Be Polite and courteous yet firm in his dealings with the public. Exercise restraint and avoid being provoked.
- h) When on duty at the strong room, carefully examine every aspect of security of the strong room and in the case of any discrepancy, immediately bring it to the notice of his superiors.
- i) While at the gate, ensure proper access control, as per instructions, to prevent unauthorised entry.
- j) Not to allow any visitor apparently effecting ingress in the branch with unauthorised weapons/ materials like firearms/ explosives.
- k) Keep a close watch inside and outside the branch and in the case of any anticipated/ existing risk/ suspicion, immediately take appropriate action as warranted and also report the matter to his superiors.
- l) When on patrol duty, be vigilant and alert and carefully search all such places which seem suspicious and where a criminal can hide.
- m) At the time of handing/ taking over of duty, where applicable, check all locks of rooms and record the result of checking. Both guards must sign the handing taking over register.
- n) In the case a security alarm being raised, close the gate(s).
- o) Be thoroughly conversant with the security standing orders, shooting orders and other orders issued from time to time on matters covering security duties of the branch.
- p) Remind branch/ entity head to carry out security rehearsal/ mock drill once a fortnight.
- q) Be fully conversant with the use of **burglary**, **CCTV** and firefighting equipment in the branch.
- r) Be fully conversant with the sequence of action to be taken in the following situations:
  - Burglary/ theft
  - Dacoity/ robbery



- Demonstration
- Procession/ Morcha
- Squatting (Dharna)
- "Gherao"

- s) While deployed at the strong room/ currency chest, not to move away from his post under any circumstances, especially when the strong room is open.
- t) While at the strong room/ currency chest duty, ensure that only authorised persons are allowed to open the strong room and that too, during the working hours.
- u) Not to permit movement/ loitering of any unauthorised person in the close proximity of the strong room.
- v) Make note of any suspicious movement in the vicinity of the strong room and apprise the Branch Manager.
- w) While on strong room duty, ensure before leaving, that all doors are properly locked and the electrical current is shut off. He should also ensure that nobody remains in the strong room.
- x) Be thoroughly conversant with the communication system other than telephone and electrically operated devices, to be able to raise a general alert and inform the Branch Manager/ Supervisory security staff in the case of any eventuality.
- y) The duties of security guards will be keep a watch over persons visiting the branch premises wherever deployed. The use of Fire arms by the security guards will be in terms of provisions of Indian Penal Code, section 96 to 106.
- z) General duties:-
  - Carry out surveillance of the premises
  - Prevent use of premise by squatters, hawkers or undesirable characters
  - Prevent misuse of premises for anti-social activities by public, or bank staff
  - Check points and stretches not visible from the static point- duty guard
  - Assist the static point-duty guards
  - Open and close unmanned gates in an emergency.
  - Deal with untoward incidents.
  - Keep a close watch over the building and other property, against attempts
  - At arson or accidental Fire and take action as per the branch's standing orders
  - Collect security information and convey the same to superiors.
  - Check the identification of all persons, especially at night, found loitering in close proximity of the bank.
  - While on duty check that all security gadgets, arms and ammunition are in serviceable condition and maintain record thereof.
  - He should maintain his weapon properly and keep it in serviceable condition at all the times
  - Not to carry the cash container himself
  - Refrain from participating in the trade union activities
  - **Any other Security related duty assigned other than the above mentioned**

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

Sl. No	Particulars	Compliance Yes / No	
1.	Signed and Stamped copy of complete tender document including Addendums, if any		
2.	Cost of Tender document / Tender fee: Online Remittance of Rs. 10000.00		
3.	Earnest Money Deposit :Online Remittance of Rs. 5.00 lacs		
4.	To qualify for EMD and tender cost exemption, firms, enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.		
5.	Certificate of Registration of Company / Partnership Deed etc.		
6.	Copy of valid PSARA Licence (s) of each State applying for.		
7.	Copy of registration certificate with the Central Govt. under Contract Labour Act (Regulation & Abolition) 1970.		
8.	Certificate of Registration with GST		
9.	Documentary proof of minimum 5 years of experience providing Security Guards services to minimum 3 Public / Private sector Banks / PSUs / State PSU / Govt. Organizations with average annual deployment of 150 guards per month during last 5 years		
10.	Audited Balance sheet & P&L statement for FY 2019-20		
11.	Audited Balance sheet & P&L statement for FY 2020-21		
12.	Audited Balance sheet & P&L statement for FY 2021-22		
13.	Copies of Turnover Certificate Tax returns and assessment orders for FY 2019-20		
14.	Copies of Turnover Certificate Tax returns and assessment orders for FY 2020-21		
15.	Copies of Turnover Certificate Tax returns and assessment orders for FY 2021-22		
16.	Certificate of Registration with EPF		
17.	Certificate of Registration with ESIC		
18.	Shop & Establishment Certificate of Local Office		
19.	Copy of PAN card		

20	Training Infrastructure Records. (Agency to have it's own training center / has a tie-up with government approved training center) Copy of own Certified training center/ Registered agreement with Govt Approved training center		
21	Details of supervisors of respective States applied for, with qualifications, experience and contact numbers		
22	Copy of current & running work order having atleast 50% Security guards (Armed / Unarmed) deployed in the concerned state, where the Zone is located, for which the PSA is Bidding		
23	Detail list of Branch Office, Head Office: on Pan India with Contact Numbers (Landline & Mobile) and email id.		
24	Acknowledgement /Summary (1 <sup>st</sup> page only) of ECR for last 12 months		
25	Copy of latest work order(s) / copies of agreement, from Public / Private Sector banks / PSUs / State PSUs / Govt. Organisations Not more than 10 Nos. (Not earlier than 01.04.2018)		
26	Proof of having 80 % requirement of the Zone applying for. (Acknowledgement /Summary (1 <sup>st</sup> page) of ECR for last 6 months).		
27	Proof of transferring the salary of the guards through Bank Transfer (details of last 3 months)		
28	Duly filled, Signed and Stamped copy of Annexure 04 along with the supporting documents mentioned therein		
29	Duly filled, Signed and Stamped copy of Annexure 05 along with the supporting documents mentioned therein		
30	Duly filled, Signed and Stamped copy of Annexure 06 along with the supporting documents mentioned therein		
31	Duly filled, Signed and Stamped copy of Annexure 07 along with the supporting documents mentioned therein		
32	Duly filled, Signed and Stamped copy of Annexure 08 along with the supporting documents mentioned therein		
33	Duly filled, Signed and Stamped copy of Annexure 09 along with the supporting documents mentioned therein		
34	Duly filled, Signed and Stamped copy of Annexure 15 along with the supporting documents mentioned therein		
35	Duly filled, Signed and Stamped copy of Annexure 16 along with the supporting documents mentioned therein		
36	Duly filled, Signed and Stamped copy of Annexure 17 along with the supporting documents mentioned therein		
37	Duly filled, Signed and Stamped copy of Annexure 18 along with the supporting documents mentioned therein		
38	Duly filled, Signed and Stamped copy of Annexure 19 along with the supporting documents mentioned therein		

39	Duly filled, Signed and Stamped copy of Annexure 20 along with the supporting documents mentioned therein		
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**ZONE WISE TENTATIVE REQUIREMENT OF GUARDS**

Sr. No	Zone	State	Applying for the following Zones (Please √)	Tentative Number of	
				Armed Guards	Unarmed Guards
1.	Mumbai Zone	Maharashtra		00	161
2.	Bengaluru Zone	Karnataka		35	16
3.	Kolkata Zone	Sikkim, W. Bengal & North Eastern States		76	10
4.	Ahmedabad Zone	Gujarat		113	24
5.	Baroda Zone	Gujarat		204	16
6.	Pune Zone	Maharashtra Goa		04	186
7.	Meerut Zone	UP & Uttrakhand		277	13
8.	Lucknow Zone	UP		327	42
9.	Jaipur Zone	Rajasthan		242	25
10.	Bhopal Zone	MP & Chattisgarh		197	05
11.	Chennai Zone	Tamil Nadu		175	15
12.	Patna Zone	Bihar, Jharkhand & Odisha		354	06
13.	New Delhi Zone	Delhi & NCR area of UP & Haryana		198	35
14.	Chandigarh Zone	Chandigarh, Punjab, Haryana, Himachal Pradesh & J&K		277	00
15.	Hyderabad Zone	Andhra Pradesh, Telangana		109	02
16.	Ernakulum Zone	Kerala		02	05
17.	Rajkot Zone	Gujarat		82	01
18.	Mangalore Zone	Karnataka		17	06
<b>Total</b>				<b>2689</b>	<b>568</b>

**Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

***(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)***

To

Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-

contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

## Annexure 17

### **Covering letter from the Bidder /Conformity Letter** **(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)**

To  
The Chief Security Officer  
Bank of Baroda  
Baroda Corporate Centre,  
C-26, G-BLOCK, Bandra Kurla Complex,  
Bandra East, Mumbai - 400 051.

Sir,

**Sub: RFP FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES OF REPUTE FOR PROVIDING SECURITY GUARDS (ARMED / UN-ARMED) (EX-SERVICEMEN / NON EX-SERVICEMEN) IN THE BRANCHES / OFFICES / RESIDENTIAL COMPLEX / OTHER INSTALLATIONS IN SELECTED ZONES OF THE BANK**

Further to our proposal dated ....., in response to the Request for Proposal.....(Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or

**REQUEST FOR PROPOSAL FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES**



in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

8. We certify that none of our subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in this bid process.
9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 18

### Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

## Annexure 19

### **PRE CONTRACT INTEGRITY PACT** **(TO BE STAMPED AS AN AGREEMENT)**

Between

**BANK OF BARODA**, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "**BOB**"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as "**Bidder**", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

#### **Preamble**

BOB is a one of the nationalized PSU Bank having its presence throughout India and \_\_\_\_\_ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select , under laid down organizational procedures, contract/ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM ) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of BOB**

(1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- A) No employee of the BOB , personally or through its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

- B) The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- C) The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- D) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder(s)/ PSA(s)

- (1) The Bidder(s) / PSA (s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / PSA (s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / PSA (s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
  - b. The Bidder(s) / PSA (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / PSA (s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / PSA (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / PSA (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) / PSA (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) / PSA (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) / PSA (s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter .



g. The Bidder(s) / PSA (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) / PSA (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) / PSA (s) from the tender process or take action as per law in force.

### **Section 4 - Compensation for Damages**

(1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB shall be entitled to demand and recover from the PSA liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(1) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

### **Section 6 - Equal treatment of all Bidders I PSAs**

(1) The BOB will enter into agreements with identical conditions as this one with all Bidders /PSA.

(2) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s) I PSA(s)**

If the BOB obtains knowledge of conduct of a Bidder, PSAs, or of an employee or a representative or an associate of a Bidder, PSAs which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

(1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties

and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/ **PSA** as confidential.

(3) The Bidder(s) / PSA (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ PSA(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

(5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the PSA. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact shall be effective from the date of its execution, and shall expires for the selected PSAs till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **Section 10 Other provisions**

(1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the PSA is a partnership or a consortium, this agreement must be signed by all

partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BOB

Name of the Officer:

Designation:

Date:

Place:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

Chief Executive Officer

Department:

Date:

Place:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**Performance Bank Guarantee**

To

The Zonal Manager  
Zonal Office.....  
Bank of Baroda

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, .....a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's ..... Office at ..... and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) .....through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or



- discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
  3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
  4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... /-( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
  5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
  6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
  7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
  8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly

- it shall be deemed to have been given when the same has been posted.
9. The Bank 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 before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
  12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
  13. Notwithstanding anything contained herein above;
    - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
    - b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
    - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
  14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ....., 20.....  
For and on behalf of  
Branch Manager  
Seal and Address

**SERVICE LEVEL AND NON DISCLOSURE AGREEMENT**

This Agreement is made in Zonal Office ..... this..... Day of ..... 2023 by and between Zonal Office ..... of BANK OF BARODA, a body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as "BOB" (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

**AND**

..... a **Private security Agency/** company incorporated under the....., having its registered office at ..... hereinafter referred to as "the PSA" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Bidder/PSA hereinafter are individually referred to as "Party" and collectively as "Parties")

**WHEREAS**

BOB is one of the largest Public Sector Banks in India and has international operations in 23 other countries. BOB has implemented a robust technology infrastructure in India and abroad. .... (please mention more details, if required)

BOB intent to appoint a competent PSA for providing Security Guards (Armed / Un-Armed) (Ex-Servicemen / Non Ex-Servicemen) in the Branches / Offices / Residential Complex/ Other Installations in .....Zone

For this purpose, BOB had issued the RFP No. \_\_\_\_\_ Dated \_\_\_\_\_ and had invited the tenders from the eligible participant

In response to RFP issued by BOB, the PSA also submitted its offer and has represented that it is engaged in the business of providing Security Guards and services related to it. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Bidder/PSA and other applicable criteria, the Bidder/PSA was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a \_\_\_\_\_ dated \_\_\_\_\_ to the Bidder/PSA.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

## **1. DEFINATIONS:**

Following terms are used in the document interchangeably to mean:

- i) Bank/ BOB means "Bank of Baroda"
- ii) Zonal Office means – Concerned Zonal Office of Bank of Baroda
- iii) PSA means "the Private Security Agency who respondent to the RFP document"

## **2. TERM AND RENEWAL**

This Agreement shall come into force on ..... ( Date) and shall be in force and effect for a period of one year, unless BOB terminates the Agreement as per the terms of this Agreement.

Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for the period of 12 Months, on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.

## **3. SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS**

The Bidder/PSA agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in the tender document. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment.

## **4. TIMELINE AND REPORTING MECHANISM**

The deployment of security guards (armed / unarmed) to be completed by 01/04/2023 and at least 90% of the guards deployed in the Zone to be Ex-servicemen. Any new guard deployed in the branch / office of the bank should not be above 56 years (50 years for civilian guards) of age at the time of deployment. The services of deployed armed guards will not be allowed to continue beyond 60 years for all categories of guards.

## **5. Deliverables**

The PSA will produce the security guard for interview by the concerned Security Officer for his verification and satisfaction before their deployment. PSA shall furnish the following –

- i. Complete particulars / bio-data of security personnel with passport size colour photo duly attested.
- ii. Copy of arm license.
- iii. KYC Documents
- iv. Police Verification
- v. Endorsement of arms with local police station.
- vi. Training Certificate.



vii. Medical Certificate.

#### **6 . Training:**

PSA shall ensure at its cost that all ASPs / SPs are subjected to the required Basic Training and /or Refresher Training Programme as specified by the First Party on regular basis.

The training shall be for minimum period of 100 hrs of classroom instruction and 60 hrs of field training spread over at least 20 working days. The ex-servicemen and former police personnel shall, however, be required to attend a condensed course only, of minimum 40 hrs of classroom instructions and 16 hrs of field training spread over at least 7 working days. Copies of training certificates of all guards to be deployed by the agency in the bank should be submitted to the respective Zone within 10 days of receiving work order.

#### **7. Single Point of Contact & Direct Support**

(Please incorporate following details - designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

#### **8 . PAYMENT TERMS:**

In order to ensure payment of wages in line with minimum applicable wages as per the extant acts / notifications to the personnel deployed by PSA, they will be required to disburse the wages in bank account of such personnel. **The accounts of the guards must be opened in Bank of Baroda Branches.**

The PSA will not be made any payments in advance. After making salary payments to guards, PSA will submit monthly bills to the concerned Branch / Office of the Bank. Payment will be made by Branch / Office after verifying attendance of the security guard, regulatory compliances (viz. payment of full wages, timely contribution for ESI and EPF etc) and deducting penalties, if any, etc.

**Documents to be submitted to Branch / Office along with wages bills shall mandatorily include the following-**

- (a) Wage bill/Salary slips for the staff with head wise breakup of earnings and deductions and Net Salary paid to guard.
- (b) Attendance record of the individual(s).
- (c) Details of the previous month's PF and ESI deposit with concerned authorities. Copy of ECR mentioning the UAN No. and names of personnel deployed at BOB must be made available in clear. The details may be send on Branch/Office e-mail ID.

**No arrears and claims shall form part of wages bills. These must be forwarded separately and followed up as such.**

#### **9. Out of pocket expenses :**

Above mentioned payment includes Taxes, as applicable, and no separate expenses payable for miscellaneous expenses like travel, boarding, lodging, out-of-pocket expenses, communication expenses, etc.

## **10. Set-off**

10.1 Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the Bidder/PSA against payments due and payable by Bank to the Bidder/PSA for the services rendered.

10.2 The provisions of this Clause shall survive the termination of this Agreement.

## **11. COVENANTS OF the Bidder/PSA:**

11.1 The Bidder/PSA shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Bidder/PSA shall not substitute the key staff identified for the services mentioned in this Agreement.

11.2 The Bidder/PSA shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

11.3 All employees engaged by the Bidder/PSA shall be in sole employment of the Bidder/PSA and the Bidder/PSA shall be wholly and solely responsible for full compliance of the provisions under all labour laws or regulations such as Code on Wages 2022, Employees State Insurance Act 1948, Employees Provident Fund and Misc. Provisions Act 1952, etc. and rules made there under. Minimum Wages will be as notified by Central / State Government, whichever is higher. The Contract Labour (Regulation and abolition) Act, 1970 or any modification thereof or any other law relating thereto of having bearing on the performance of the works hereunder and rules there under from time to time, the PSA assumes liability and hereby agrees and undertakes to indemnify and hold harmless the Bank from every expenses, liability or payment by the reason of the application or violation of such laws, rules or regulations existing or to be introduced at a future date during the currency of the agreement.

### **11.4 The bidder/PSA:**

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Bidder/PSA for any amount due or claimed to be due by the Bidder/PSA from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, Guards (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, 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 labour legislations.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Bidder/PSA from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Bidder/PSA as contemplated by this Agreement.
- shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- Bidder/PSA shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

## **12. Confidentiality:**

12.1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Bidder/PSA or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Bidder/PSA irrevocably agrees and undertakes and ensures that the Bidder/PSA and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Bidder/PSA of its obligations hereunder.

12.2 The Bidder/PSA shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Bidder/PSA obligation under this Agreement.



12.3 The Bidder/PSA shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

12.4 The Bidder/PSA shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Bidder/PSA shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder/PSA or its affiliates.

12.5 The Bidder/PSA shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

12.6 The Bidder/PSA hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

12.7 It shall be the incumbent duty of the Bidder/PSA to undertake not to disclose any business related information of BOB to any third person and the Bidder/PSA shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Bidder/PSA nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

12.8 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Bidder/PSA at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Bidder/PSA from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

12.9 The Bidder/PSA agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

12.10 Notwithstanding above bob shall take all the reasonable care to protect all the confidential information of Bidder/PSA delivered to BOB while performing of the services.

12.11 The provisions of this Clause shall survive the termination of this Agreement.



### **13. INDEMNITY**

13.1 The Bidder/PSA shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder/PSA under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Bidder/PSA and/or its employees, guards in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or guards, who are deployed by the /PSA, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder/PSA to its employees, its agents, Guards
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder/PSA under this assignment; and/or
- ▶ breach of confidentiality obligations of the Bidder/PSA; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the Bidder/PSA in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Bidder/PSA in the defense and settlement of the claims.

the Bidder/PSA shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

13.3 In the event of Bidder/PSA not fulfilling its obligations under this clause within the period specified in the notice issued by BOB, BOB has the right to recover the amounts by invoking the security or the amount due to it under this provision from any amount payable to the Bidder/PSA under this project.

13.4 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

### **14. CONTRACT PERFORMANCE GUARANTEE**

The PSA shall provide unconditional and irrevocable Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier to the extent of **3% of the Contract value** for the entire period of the contract with additional claim period of three months after expiry of validity period and such other extended period as the Bank may decide for due performance of the project obligations. The Performance Bank Guarantee in favour of BOB from any Public Sector Bank other

than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The contract value is calculated as – No. of Guards allotted X Total cost to bank per guard X 36.

- i) In case PSA defaults in any one Zone and the Performance Bank Guarantee held by the Zone is not sufficient to recover defaults, Bank will have the right to invoke the Performance Bank Guarantee of the PSA held in other Zones, where he is allotted work by the Bank. This will be in addition to the immediate termination of work order in all zones of the Bank, where engaged by the Bank.
- ii) In case of termination of contract for default of selected bidder, bank is entitled to invoke the Performance Bank Guarantee, and enforce the indemnity bond executed in its favour, forfeit the security money deposit and impose liquidated damages and / or such other penalties as it deems fit and proper without prejudice to its other rights and contentions available under the law(s) for the time being in force.

#### **15. PENALTIES AND LIQUIDATED DAMAGES:**

Any delay in deployment over the stipulated period will attract penalty of 5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The bank reserves its right to recover this amount by any mode, which includes adjustment made against any payment to be made by the Bank to the PSA and / or from Security deposit.

#### **16. TERMINATION**

The BOB shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Bidder/PSA at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Bidder/PSA's professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

16.1 In following events Bank shall terminate this assignment or cancel any particular services if Bidder/PSA:

- i) breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ii) Failure by Bidder/PSA to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
  - (a) If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or extended time as communicated by the Bank.
  - (b) Delay in deployment of Armed Guards or partial execution of job.
  - (c) Serious discrepancies noted in payment of wages of Security Guards.
- iii) Bidder/PSA goes into liquidation voluntarily or otherwise.
- iv) An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.
- v) If deductions of penalty exceeds more than 20 % of the total contract price.

- vi) In case of financial irregularities the contract will be terminated at all Zones, where they are providing their services, even if the default has occurred in one Zone.
- vii) In case of non-financial irregularities the contract may be terminated at all Zones, where they are providing their services, even if the default has occurred in one Zone.

16.2 During the agreement, if the Bidder/PSA does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same

16.3 BOB reserves the right to recover any dues payable by the Bidder/PSA from any amount outstanding to the credit of the Bidder/PSA, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

16.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

16.5 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

16.6 Upon the termination or expiry of this Agreement the rights granted to the Bidder/PSA shall immediately be terminated.

## **17. CORPORATE AUTHORITY**

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

## **18. LAW, JURISDICTION AND DISPUTE RESOLUTION**

18.1 The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

### **18.2 ARBITRATION**

- a) BOB and the Bidder/PSA shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Bidder/PSA have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent OR the number

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of arbitrators shall be three, with each Party to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.

- c) The place of arbitration shall be at .....(City at which Zonal Office is located)
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

#### **19. AUDIT:**

19.1 BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder/PSA.

19.2 The Bidder/PSA should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Bidder/PSA within a reasonable time failing which the Bidder/PSA will be liable to pay any charges/ penalty levied by RBI.

#### **20. LIMITATION OF LIABILITY**

20.1 Notwithstanding, the contents of para 2 of this Agreement, the Bidder/PSA's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual and limited to the total contract value .

20.2 The Bidder/PSA's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Bidder/PSA, its employees and/ or Guards or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

20.3 BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party modules or proprietary information supplied by the Bidder/PSA as part of this Agreement.



20.4 Under no circumstances BOB shall be liable to the Bidder/PSA for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

20.5 Under no circumstances BOB shall be liable to the Bidder/PSA for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

20.6 Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

20.7. All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party.

## **21. PUBLICITY**

The Bidder/PSA shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

## **22. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall 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 Bidder/PSA acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

## **23. SUBCONTRACTING:**

The Bidder/PSA shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract

## **24. NON – SOLICITATION**

The Bidder/PSA, during the term of the contract shall not without the express written consent of BOB, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

## **25. VICARIOUS LIABILITY**

The Bidder/PSA shall be the principal employer of the guards., engaged by the Bidder/PSA and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any Guard in the BOB shall accrue or arise, by virtue of his engagement by the Bidder/PSA for any assignment under the contract. All remuneration, claims, wages dues etc., of such guards of the Bidder/PSA shall be paid by the Bidder/PSA alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder/PSA. The Bidder/PSA shall agree to hold the BOB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the BOB through the action of guards provided by Bidder/PSA.

## **26. FORCE MAJEURE**

26.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

26.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

## **27. NOTICES AND COMMUNICATIONS**

27.1 All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications) will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

For Bidder/PSA	Bank of Baroda
Head Office/ Corporate Office of the Empaneled PSA	Zonal manager of the Respective Zone
Local/ Area office of the PSA	Zonal Security officer of respective Zone

27.2 Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

## **28. MISCELLANEOUS**

28.1 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

28.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

28.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

28.4 Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

28.5 In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

28.6 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

28.7 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

28.8 PSA shall not assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the Bank. Provided, BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Bidder/PSA.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

BOB, by the hand of Sri \_\_\_\_\_, For Bank of Baroda

its authorized official in the presence of:

1.

2.

Signed and Delivered by the within named

\_\_\_\_\_ by the hand of Sri-----, For \_\_\_\_\_ Systems Limited.

its authorized official in the presence of:

1.

2.