



**RAJENDRA SINHJI ARMY OFFICERS' INSTITUTE BANGALORE  
(HQ K & K SUB AREA OFFICERS MESS ANNEXE)**

**REQUEST FOR PROPOSAL**

Provision of Comprehensive Security Services / Cover

To

Rajendra Sinhji Army Officers' Institute

(HQ K & K Sub Area Officers Mess Annexe)

# 50 MG Road, Bangalore – 560 001

RSAC O&P BANGALORE

**RAJENDRA SINHJI ARMY OFFICERS' INSTITUTE  
(HQ K & K Sub Area Officers Mess Annexe)  
# 50, MG ROAD  
BANGALORE - 560 001**

**REQUEST FOR PROPOSAL**

**PROVISION OF COMPREHENSIVE SECURITY SERVICES / COVER TO RSAOI, BANGALORE**

Tender / Bidding Document No.	<b>3395/RSAOI dt <u>13 Mar 2023</u></b>	
Item / Service / Work / Job Description	<b>Comprehensive Security Services / Cover to RSAOI, Bangalore</b>	
Tender type	<b>Open</b>	
Bid type	<b>Two bid system (Techno-Commercial Un-priced Bid and Priced bid)</b>	
Mode	<b>Manual (offer to be submitted in hard copy)</b>	
Tender document issue date	<b>13 Mar 2023</b>	
Last Date & Time of Receipt of Pre-bid queries	<b>UP TO 15:00 HOURS (IST) ON</b>	<b>17 Mar 2023</b>
Date & time of Pre-bid Meeting	<b>11:00 HOURS (IST) ON</b>	<b>20 Mar 2023</b>
Last date for submission of Bid	<b>16:00 HOURS (IST) ON</b>	<b>27 Mar 2023</b>
Date & time of opening of Unpriced Techno-commercial bid	<b>AT 1100 HOURS (IST) ON 31 Mar 2023</b>	
Commercial Bid Opening	<b>TO BE INTIMATED LATER</b>	
Tender Fee	<b>Rs 2,000/- (Non-Refundable)</b>	
Earnest Money Deposit / Bid Security	<b>Rs 40,000/- (Refundable)</b>	
Pre-Qualification / Bid Qualification / Evaluation Criteria	<b>REFER PRE- QUALIFICATION / BID QUALIFICATION / EVALUATION CRITERIA GIVEN IN TENDER DOCUMENT</b>	
Offer / Bid validity	<b>90 days from Bid Closing Date</b>	
Other Terms and Conditions	<b>Refer Tender Document</b>	
Price Bid Opening	<b>PRICE BID OPENING: DATE, TIME AND VENUE SHALL BE INTIMATED LATER</b>	

If date identified for Bid opening happens to be a declared holiday / closed day in RSAOI, then bid opening shall be conducted on next working day at the same time indicated above.

## **INSTRUCTIONS TO BIDDERS**

1. Rajendra Sinhji Army Officers' Institute, (hereafter addressed as RSAOI), Bangalore is situated on A1 Defence land between Cubbon Road and MG Road at # 50, MG Road, Bangalore – 560 001. RSAOI, in an approximate area of 20 acres . The institute has approximately 4000 members who are from the Defence Services, both serving and retired.

2. RSAOI houses the following facilities within its premises : -

- (a) Two Institute Buildings.
- (b) Multi Purpose Hall (Cariappa Hall).
- (c) Tennis, Squash and Badminton courts.
- (d) Swimming pool and Gymnasium.
- (e) Allied facilities.
- (f) Adequate and exclusive car parking.

3. In addition to the above, the under mentioned facilities located within the premises of the RSAOI are available for use by all officers and dependents of the Armed Forces irrespective of their being members of the RSAOI: -

- (a) Retired Officers' Transit Home (ROTH).
- (b) CSD Canteen.
- (c) Guest Rooms
- (d) Cricket Ground.

4. In the present scenario, the existing security facilities are as under: -

- (a) In the outer ring, RSAOI is secured with a perimeter wall and four gates along the perimeter wall. While three gates are open on all working days of the RSAOI, the fourth gate is opened as on required basis.
- (b) In the inner ring RSAOI has three boom barriers (for vehicles) with access control as also wicket gate with access control, which can be operated by the members' using their membership cards.
- (c) CCTV cameras have also been installed at sensitive places.

## **5. BRIEF SCOPE OF WORK AND OTHER TERMS & CONDITIONS**

- (a) Provide overall comprehensive physical and electronic security services / cover to the RSAOI, its premises and property, its members while located in RSAOI and their vehicles and belongings.
- (b) Prevent entry of unauthorized personnel (either by foot or by vehicle) into the premises of the RSAOI.
- (c) Monitor movement of stores, meant for RSAOI, both into and out of RSAOI and prevent pilferage of any sort.
- (d) Assist members, especially elderly and ladies in operation of the boom barrier and in guidance for parking of their vehicles, when required.
- (e) Ensure that there is no encroachment of the property of the RSAOI.
- (f) Ensure that there is no encroachment of the approach road from the Main roads into the RSAOI, to enable members to drive into RSAOI without discomfort.
- (g) Ensure that the perimeter walls are not plastered with notices and advertisements.
- (h) Ensure provision of additional security during mega events, which will be four to six events in a year.
- (j) Ensure provision of additional security of the fourth gate of the RSAOI (on MG Road), during private parties conducted in Multi Purpose Hall. Adequate time warning will be given prior to conduct of these events.
- (k) Carry out patrolling of the area / complex at night. Ensure that all the buildings are securely locked after the closure of the RSAOI
- (l) Ensure that no cars are left in the Car park after the closure of the RSAOI. Bring to the notice of the General supervisor of all those vehicles left over-night in the Car Park.
- (m) Inform the General Supervisor of RSAOI, of the happenings of the previous day and take specific security related instructions for the day, if any.
- (n) Bring to the knowledge of the General Supervisor of RSAOI any untoward happening in the premises of the RSAOI, immediately on occurrence.
- (o) The in-charge or a responsible representative of the Security set up in RSAOI should always be available on phone / mobile phone.
- (p) Ensure that all personnel entering the RSAOI premises are bonafide members. The same to be ensured by checking their identity cards (RSAOI membership card / CSD Card / Service Identity card / Retired Officers' Card etc), and regulating their entry as under:-

- (i) RSAOI members and Defence Services Officers can be allowed entry from all the gates.
- (ii) Retired and serving Officers using ROTH and K & K Sub Area Guest Rooms facility will be permitted entry from Gate No 5 (Cubbon Road).
- (iii) Individuals utilizing the facility of the cricket ground to be permitted entry only from Gate No 5 (Cubbon Road).
- (iv) Individuals attending the private functions at Multi Purpose Hall to be permitted entry only from Gate No 4 (MG Road).
- (v) All vendors visiting RSAOI and entry & exit of RSAOI staff will be from Gate No 2 (MG Road)
- (q) Switch on / off the security lights at appropriate times.
- (r) Maintain a log / record of all the Load Carrying Vehicles (not private cars) entering and exiting the RSAOI premises.
- (s) Carry out physical checking of staff on their entry and exit and maintain a record of the same.
- (t) Accept any other security related task given by the management.

6. **REQUIREMENT OF SECURITY PERSONNEL**

Description	Day Shift (8 + 4 Hrs)	Night Shift (8 + 4 Hrs)	Day / Night Shift (8 Hrs)	Total
Security Guard	3	3	4	10
Supervisor	1			1
TOTAL				11

Note :- Requirement of Guards may increase after completion of Metro Works at Gate No 1 (Kamaraj Road) after 2024.

7. **TRAINING AND DEPLOYMENT OF GUARDS**

- (a) PSA will conduct regular training to all the security personnel on Tuesdays at RSAOI without fail. PSA will also ensure that all fire fighting equipment's are functional with the help of General Supervisor, RSAOI.
- (b) Surprise check will be carried out by the Field Officer once by day and once by night in a week and report to be given to the General Supervisor.

8. **MISCELLANEOUS ISSUES** :-

(a) In case any additional security apparatus or equipment is required to be provided, the same may be indicated in the bid document to enable RSAOI to procure the same.

(b) In case there is a requirement of re-locating any security apparatus already in place, the same may be indicated in the bid document for consideration by the RSAOI.

9. **PRE BID MEETING.** A pre bid meeting is scheduled to be held on \_\_\_\_ 2023 at 1100 hrs. A comprehensive presentation will be given by the RSAOI with regards to the requirement of the RSAOI and queries, if any, will be addressed.

10. **TERMS & CONDITIONS**

(a) Deployment of Security Services is to be completed within a period of one month, commencing from the date acceptance of the offer by RSAOI.

(b) The duties and responsibilities of security personnel will be as per Annexure -VIII.

(c) Price Bid quoting wages lower than the current Minimum Wages and statutory payments lower than the mandatory payments prescribed in relevant Act shall be rejected. PSAs are required to submit a certified copy of the State Govt Rules supporting minimum wages, and all additional mandatory payments as percentage of Basic + VDA.

11. **ELIGIBILITY CRITERIA FOR SHORT- LISTING.** For empanelment or short-listing of Private Security Agencies (PSA), the following criteria shall be applied. For this purpose PSAs shall submit proof documents along with the Tender. PSAs not submitting proof documents and / or not conforming to any of these parameters will not be short listed:-

(a) PSAs should have an Annual Turnover of a minimum of Rs 5 Crore or more during the last 5 years.

(b) It should have deployed minimum of 100 security personnel at one location of PSU / Govt / MNCs .

(c) PSAs should have minimum of 1000 personnel on its Roll.

(d) PSAs should be either registered companies or registered partnership firms reputed for providing security guards' services.

(e) PSAs should have obtained a license in accordance with section 4 & 7 of the Private Security Regulation Act 2005.

(f) PSAs should have their own infrastructure for training their guards in Karnataka State.

(g) PSAs should have credible Supervisory Infrastructure and network.

(h) PSAs should have Income Tax PAN and should have submitted IT returns for the last three years.

- (j) PSAs should have audited Profit & Loss Accounts for the past three years and the average turnover of the PSA in the last three years should not be less than Fifty Crore rupees.
- (k) PSAs should have Registration under Shops & Establishments Act.
- (l) PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.
- (m) PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and been submitting EPF contribution online.
- (n) PSAs should have Documents proving compliance of Minimum Wages Act 1948, as updated from time to time, and other labour laws and rules.
- (o) PSAs should have at least their one office with telephone & fax/Email facility within Bangalore and office should be manned during normal working hours.
- (p) PSAs should have a **minimum three years of experience** in providing Security Services.
- (q) PSAs are required to furnish a copy of the Electronic Challan-Cum-Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the tender opening date.
- (r) PSAs are required to furnish a copy of the previous 'Return of Contributions' (Form-5) submitted to the ESIC or a copy of Electronic Contribution History Sheet submitted to the ESIC in case of online contribution.
- (s) PSAs are required to furnish a copy of the past Wage Slip, not older than two months, of any of their employees deployed as a Security Guard with any Principal Employer.
- (t) PSAs will be required to produce all original documents for verification by authorised staff of RSAOI whenever they visit PSAs Office for inspection of training infrastructure and other credentials of PSAs.

12. Intending PSAs should furnish details about their firm as per **(Annexe-II)**.

13. Please note that issuance of technical and commercial queries is not envisaged and Bidders offer may be evaluated based on input given therein. Hence pre-Bid clarifications, if required may be sought from us immediately on receipt of this Tender document. Any Pre-Bid query will be submitted in writing to Secretary RSAOI through mail. These will be addressed by RSAOI during the pre-bid meeting.

14. **EARNEST MONEY DEPOSIT (EMD)**. EMD of Rs. 40,000/- (Rupees forty thousand only), in the form of a Demand Draft / Pay Order issued by a scheduled commercial bank in favour of 'RSAOI, Bangalore', payable at Bangalore must be submitted along with the Techno-Commercial Offer. Offers not accompanied with **EMD of Rs. 40,000/- will not be accepted**. Further, the EMD amount will be forfeited if, having been selected by RSAOI for the job, the PSA refuses to accept any contract or having accepted the contract, fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of EMD will not be accepted. No interest will be payable on

the EMD. The EMD will be refunded to unsuccessful PSAs. The EMD money paid by the successful PSAs will be released only after satisfactory deployment of security as per contract. PSAs will give details of their bank account as per Annexure III for electronic transfer.

15. **PERFORMANCE BANK GUARANTEE**. Before entering into an agreement the selected PSAs should submit a Security Deposit in for of Demand Draft / Bank Guarantee of 10% of the annual value of the contract, issued by a Scheduled Commercial Bank favouring RSAOI, Bangalore payable at Bangalore. **(Annexure-IX)**

16. **PART- I :- TECHNO COMMERCIAL (UNPRICED) BID**

**One sealed envelope marked as “UNPRICED BID”, containing the following :-**

(a) Total tender documents, duly signed for unconditional acceptance of tender terms & conditions, filled formats and price schedule format WITH PRICES BLANKED OUT. Techno Commercial Bid shall contain all details other than price i.e. price schedule format WITH PRICES BLANKED OUT. All the credentials / documentary proof clearly establishing Bidder’s qualification, filled signed / stamped forms as per tender requirement, etc.

(b) Demand Drafts of the amount mentioned above towards Bid Security / Earnest Money Deposit (EMD).

**PART- II : PRICE BID**

**Second sealed envelope marked as “PRICED BID”, containing only the Price part strictly as per Price Bid format of the Tender Document without any condition whatsoever.**

17. Both the sealed covers of Part-I (Unpriced Bid) & Part-II (Priced Bid) shall be put into an outer envelope duly sealed. The outer envelope should duly super-scribed the Tender number, description, Bid closing date along with the Bidders name.

18. Bids complete in all respects should reach the RSAOI office within the Bid due date on the below address:

**Attn: Secretary  
RAJENDRA SINHJI ARMY OFFICER’S INSTITUTE  
#50, M G Road, Bangalore – 560001  
Email : info@rsaoibangalore.in**

19. Bidders are advised in their own interest to ensure that Bid reaches the specified office well within the Bid closing date & time. RSAOI will not be held responsible for the loss of Tender form or the delay in postal transit. Telex / Telegraphic / Telefax / Email / Xerox / photocopy offers & Bids with scanned signature will be rejected. Original Bids should be signed manually failing which offer shall be rejected.

20. **Bid Opening**: The ‘Techno commercial Unpriced Bids’ of the tender will be opened in the presence of the attending Bidders at specified time on Bid submission last date (indicated in Notice Inviting Tender (Nit) / Important Points / Salient Features of Bidding Document of Tender Document) / extended Bid submission date at RSAOI.



After evaluation / scrutiny of the 'Techno commercial Unpriced Bids', only the techno commercially qualified Bidders will be notified separately regarding date, time and venue for opening of the 'Price Bids'. Price Bids, which remain unopened with RSAOI, will be returned to the respective Bidders.

21. The Bidders or their authorized representatives may be present at the time of opening of the Technical Bids (after submission of appropriate documents in support of their identity) at the place / date / time as mentioned for this tender document. No separate intimation will be sent in this regard unless there is a change in the date/time/place of opening of tender. Bidders are requested to communicate the details of the authorised person who are intend to attend.

22. After scrutiny of the Technical Bids, separate intimation will be sent to all Bidders who are found technically qualified advising the date / time / place of opening of price Bids.

23. The Techno Commercial should comprise of the following:

- (a) Covering letter on the prescribed format as per **Annexure-I**.
- (b) Demand draft for Rs. 2,000/- (Non-refundable) towards Cost of RFP Forms.
- (c) PSA profile as per **Annexure II**.
- (d) Documentation (Brochures, leaflets, manuals etc, if any).
- (e) Details of reference sites of Central / Zonal / Regional offices of public sector banks as per **Annexure-V**.
- (f) EMD (Refundable) of Rs 40,000/- (Rupees Forty thousand only).

24. **ERASURES OR ALTERATIONS**. Techno-commercial details must be completely filled up. Corrections or alterations, if any should be authenticated.

25. **LATE BIDS**. Any bid received after the deadline for submission of bid prescribed by RSAOI will be rejected and returned unopened to the Bidder.

26. **PRICE BID**. The Price Bid should contain only Service Charges and should be quoted in Indian Rupees only. It is exclusive of GST.

- (a) Monthly Rates per unarmed Security Guard will be given in the format as per Annexure-VI. (State Government Wages)
- (b) RSAOI will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed suppliers will be opened. Short listed suppliers will be notified by e-mail / post and the suppliers / authorised representatives may be present at the time of opening of Price Bids.

27. **AGREEMENT BETWEEN THE PSA AND RSAOI.** The successful PSAs shall execute an Agreement with RSAOI on Rs 200/- Non-judicial Stamp Paper as per Terms & Conditions as per **Annexure-VII**. It is understood that the PSAs, who are willing to offer their Security Guards' service in response to this RFP have read all the terms and conditions given at Para 5 and have agreed to all the Terms & Conditions without any modifications.

28. **VALIDITY OF OFFER.** The offer should be valid for period of three months from the last date for submission of the offer.

29. **EVALUATION PROCESS.** Offers (Tenders) will be evaluated in the following stages :-

(a) Evaluation of Techno Commercial documents by Board of Offers. Offer will be evaluated against the stipulated eligibility criteria on valid proof of documents submitted by PSA's. Offers not complying with any of the eligibility criteria as per Para 10 will be rejected.

(b) Board of officers will visit PSA's office and infrastructure for confirmation of their credentials.

(a) Commercial offers shall be opened by Board of Offers to determine L1 PSA.

(c) Issue of Letter of Intent / Work Order to L-1 PSA.

30. **NO COMMITMENT TO ACCEPT LOWER OR ANY TENDER.** RSAOI shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

31. **ORDER CANCELLATION** . If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or the extended date communicated by RSAOI (if any), it will be treated as breach of contract. RSAOI reserves the right to cancel the order in the event of delay in deployment of Security Guards and forfeit the Earnest Money Deposit.

32. **TERMS OF PAYMENT & BILL CERTIFICATION**

(a) Billing shall be made for Lump sum monthly charges as per price bid. 100% of charges payable within 15 days of bill certification by Secretary subject to submission of furnishing SD and other recoveries if any. The Agency will submit their monthly bills, for payment. However, the Payment to the Agency will be made only after recoveries of any shortfalls, absence from duty / dereliction in duty. The Agency shall submit the Electronic Fund Transfer for to RSAOI as per the Annexure III.

(b) The agency shall make all payment to their employees through bank and would ensure that all his employees possess bank accounts. Proof of remittance of wages to the bank account of all employees of the agency should be submitted along with monthly bill. The agency shall maintain a wage register in which all allowances, deductions etc., must be clearly mentioned which must be signed by the Contractor / Nominated person and the individual contract security personnel. Original of the same along with copies and muster roll shall

be provided every month along with monthly bill. The documents pertaining to statutory remittances and wages shall be furnished every month.

(c) Pay slips indicating the complete details of total wages, deductions and net wages, PF / ESI Account details & deductions etc. shall be given to each contract Personnel every month and also wages shall be remitted in their bank accounts on or before 07th of every month without waiting for clearance of bills from RSAOI.

(d) It is the sole responsibility of the contractor to faithfully fulfil all the obligations, legal administration and others on his part especially those concerning payment of wages, contributions towards PF, ESI, EDLI and all admissible taxes etc. ( both Contractors' and Employees' share etc.) as in force at the relevant period. He shall furnish necessary certificate coordinated by ESI / EPF to RSAOI by the 7th of the following month.

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33. The AGENCY shall be solely responsible as regards to salary, wages and service conditions and terms extended by the AGENCY to their employees / workmen and shall in that connection maintain requisite records and comply with all laws, enactment, rules and regulations and orders applicable to the AGENCY employees / workmen in general and in particular, laws, enactment, rules & regulations and orders dealing with employment of contract labour, Factories Act, Payment of workmen's compensation, contribution under the ESI Act, 1948 and PF / EPF & MP Act, 1952, payment of minimum wages, payment of bonus, fire and safety regulations, regulations relating to employment of female workforce, security requirements and such other regulations as may be applicable at present / made applicable hereafter. The wages paid by the AGENCY to their employees / workmen shall be fair and in no case be less than the minimum wages prescribed by the appropriate Government under the Minimum Wages Act, 1948 and all provisions of abolition of Contract labour Act. All liability of EPF, ESI, etc shall be borne by the Agency. RSAOI will deduct directly from bills EPF amount if the Agency has no EPF A/c. In addition, ESI amount will be directly deducted from Agency's bills if ESI amount is not paid at the ESI office.

34. Agency has to submit wage register every month to the Secretary, RSAOI.

(a) The AGENCY shall obtain from the certification from authorities concerned and maintain from time to time and at all times during the contract period, all necessary permits, registers, approvals and licenses, requisite, for the purpose of fulfilment of the responsibilities and obligations undertaken by the AGENCY under this contract and shall file punctually all reports and returns as may be necessary.

(b) It is understood and agreed that there is no employer - employee relationship between the RSAOI and the AGENCY and / or the AGENCY employees in any way whatsoever and the AGENCY have to carry on their business or occupation as independent AGENCY and this position shall be made clear in writing to all persons engaged by the AGENCY.

(c) The Agency shall be responsible for settlement of any claim / dues in case any of the Agency's employee's loss of life or sustains injury or incurs damage or loss either to any person or property within the premises of the RSAOI. The Agency shall take necessary insurance coverage of all their employees / workmen.

(d) The employees / workmen of the Agency shall be liable to be searched by the authorised staff of the RSAOI. The Agency's employees / workmen shall strictly observe the rules & regulations of the RSAOI relating to cleanliness, wearing of identification badges, safety & other rules applicable to the employees / workmen of the Agency and in force from time to time.

(e) The Agency shall submit their records, registers or books to a duly authorized officer of the RSAOI for inspection for the purpose of determining whether or not the AGENCY is complying with the terms & conditions of this contract or any provisions of laws that may be applicable.

(f) In case the RSAOI receives any representation or demand for payment of any amount to any of the AGENCY employees / workmen at any

time towards wages or other dues or EPF, ESI, etc., from the employees / workmen or any Governmental agency, then in that event, the RSAOI shall have the right to deduct the said amount from the amounts due to the Agency and pay the same to the said employee or workmen or Governmental agency. The decision of the RSAOI in this regard shall be final and binding on the Agency.

(g) The Agency shall bear full cost of loss / theft / breakage of items caused by their employee / sheer negligence of their employees.

(h) The Agency shall insure all employees for accidents and third party losses. All eligible employees will be covered under Employees state Insurance Scheme by the Agency and those not eligible for ESI shall be covered by other insurance policy cover like W.C Policy etc. as per statutory requirement. The Agency shall possess & produce whenever required, Labour License from competent authority, State / Central Govt., as applicable, within 15 days of issue of the contract.

(j) The contract is not transferable and Agency shall not sublet franchise same to a third party. The contract is entered in good faith that the Agency with his capabilities is fully supporting the day to day working at site. At any time when it comes to our notice that the full organization, based on whose credentials submitted during tendering process, the contract is placed, is absent, or poorly supporting day to day operations, this contract will be cancelled without any notice and legal proceedings will be initiated. The Agency shall not transfer or assign his interest or abdicate his responsibility under this contract to any other party.

(k) The Agency shall take charge of the Security Operations and be responsible for any damage to the premises or to any of the RSAOI property in their charge when such damage, in the opinion of the RSAOI, has been caused due to neglect or carelessness or any fault on the part of the Agency or their agents or employees / workmen, they shall be liable to pay the cost of such damage to the RSAOI as per assessment made by the Secretary RSAOI in this behalf whose decision upon any question in this connection shall be final and binding on the Agency.

(l) RSAOI may bar without cause the deployment of an individual(s) security persons of the agency if the individual is not fulfilling the requirements as per terms and conditions of contract or suspected to be involved in any unlawful activity.

(m) Reports and returns on security services as required by RSAOI shall be submitted timely.

35. **Minimum Qualification for Deployment of Security Personnel.**

- (a) SSLC Pass
- (b) Age Group - 18 to 40 Years
- (c) Physical Standards:-

- (i) Height – 5.6 Ft
- (ii) Weight – According to Standard Table of the weight.

36. The Security personnel to be deployed by Agency are to be offered for screening to Secretary for their suitability one week prior to taking over of the duty. Security Personnel must be in possession of the following documents at the time of screening :-

- (a) Relevant Pre-Training & or Experience Certificate
- (b) Qualification Certificates
- (c) Photo ID Proof etc.,
- (d) Medical Certificate
- (e) Any Other Documents required by the Secretary.

37. **UNIFORM & ACCESSORIES.** The Agency shall provide full set of uniform and accessories to all the security guards :-

(a) **Supervisor**

- (i) Shirt (with badges) – Sky Blue colour and Trouser – Black / Dark Blue (2 sets)
- (ii) P Cap / Beret shall be provided
- (iii) Belt, Lanyard with whistle.
- (iv) Walkie -Talkie compulsory
- (v) Cane / Batton
- (vi) Raincoat / Umbrella

(b) **Security Guards**

- (i) Shirt (with badges) – Sky Blue colour and Trouser – Black / Dark Blue (2 sets)
- (ii) P Cap / Beret shall be provided
- (iii) Belt, Lanyard with whistle.
- (iv) Walkie -Talkie compulsory
- (v) Cane / Baton
- (vi) Raincoat / Umbrella

(c) Above uniform shall be provided to all the personnel employed & same shall be followed strictly as per the instructions of RSAOI

38. **CHARACTER AND ANTECEDENT VERIFICATION.** Agency shall submit the following documents to RSAOI :-

(a) Undertaking from the Agency that the character and antecedents of person(s) proposed to be deployed by them is / are impeccable. The Agency shall be responsible for their conduct inside the RSAOI premises. Undertaking from the Agency that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his / her character and antecedents.

(b) The Agency will provide certified photocopies of Police Verification Report for inspection by the authorized representative of RSAOI. The Agency has to obtain Police Verification Report (signed by a responsible officer of Police) from the area where the person(s) to be deployed has / have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the persons(s) has / have stayed earlier. The agency shall submit all documents/ records as required to the local police station for the C & A verification. The successful tenderer shall submit the acknowledged copy of local police station as proof of having submitted all documents of security personnel deployed for C & A verification. Simultaneously if there is availability of earlier C & A verification of other police station for the security personnel who are being deployed, the same shall be submitted along with their deployment for security services. The agency shall keep constant follow-up with the local police station for getting the verification done expeditiously. Further in the event of any verbal communication by the Police station head on C & A of any security personnel not being proper, the PSA shall take immediate action for replacement without fail and RSAOI will not be responsible of any such lapses on PSA's part on such sensitive issues.

39. **PENALTY.** Following penalties will be imposed and recovered from monthly payment bills of the agency for non-compliance to terms and conditions of the contract :-

(a) Dereliction of Duty. Dismissal of a guard in case of being drunk on duty, found sleeping or abandoning a post without a relief.

(b) Rs 1,000/- will be recovered from the PSA in case of any damage caused due to negligence of security guard. Rs 10,000/- in case of first instance of a theft and Rs 25,000/- for the second instance.

(c) The PSA will be dismissed without any notice period in case of third occurrence of a theft in RSAOI premises.

40. **Other General Terms & Conditions**

(a) Agency shall be responsible for discipline of its employees.

(b) No Security Guard will be changed within a span of six months after deployment. In case of change of a guard is required then the relief will be interviewed by the General Supervisor.

(c) The Agency shall be fully responsible for omission & commission of its employees.

(d) No member of the security agency deployed at RSAOI shall become member of the trade union of the Company or of any other union outside the Company and / or take interest in any such activities. Such employees shall be dismissed.

(e) During the contract period if any or all personnel deployed by the agency do not report for shift duties en-masse in the allotted area, appropriate action deemed fit will be taken against the agency with immediate effect. Decision of Secretary in this regard will be final and binding on the agency.

(f) All National and Festival days shall be paid holidays and the RSAOI shall make no additional payment.

(g) No accommodation & No transportation shall be provided by RSAOI for Agency employees. All necessary arrangement as required shall be made by the contractor.

(h) In case of loss / damages to RSAOI property due to thefts and pilferages, the Agency will indemnify the cost of loss to RSAOI. However, the Agency shall register complaint with police or other Agencies regarding the theft/pilferage and it will be their responsibility to pursue the matter with the police, In case of recovery of the missing / stolen property is detected by Police, RSAOI will refund the amount deducted from Agency towards its cost only after taking possession of the property from the Police and after assessing damages, if any. In all such cases, it will be the responsibility of the Agency to intimate results of investigations and recovery of property to Secretary RSAOI.

(j) Similarly, the Agency shall also compensate RSAOI for any loss / damage caused due to negligence etc to equipment or security gadgets provided by RSAOI. RSAOI's decision in this regard will be final and binding on the agency.

41. **DATE OF MOBILISATION:**

(a) The Agency shall take over operation within 10 days from the date of Work Order / LOI.

(b) It is requested that the bidders shall visit the site before pre-bid or submission of bids. It is deemed that the Bidder has surveyed the area of RSAOI premises and pipeline area and understood the Tender Conditions & Security requirement of RSAOI before quoting. In case of any clarification, please contact Secretary at Mob 9449184200.

42. **AGENCY'S LABOUR AND OBLIGATIONS**



(a) The Agency shall not engage any persons who are below the age of 18 years and require him to do the task assigned by the RSAOI to the Agency.

(b) The Security Agency shall issue separate Identity Cards to the security personnel deployed by the agency which will contain a full-face image in Colour, full name of the Private Security Guard, name of the Agency and the identification number of the individual to whom the photo identity card is issued. It will indicate the individual's position in the Agency and the date up to which the ID card is valid. The card shall be prominently displayed by the Security Guard while he is on duty at RSAOI.

(c) The Agency is required to apply along with required documents and obtain to pass from RSAOI in respect of each of their employees to be deployed at RSAOI well in advance.

(d) The AGENCY as an employer of their employees / workmen shall have exclusive right to appoint, substitute, suspend, dismiss, discharge, retrench and terminate the services of any of their employees/ workmen to fulfil their obligations under this contract provided.

(e) Only suitable security personnel are deployed as per requirements mentioned in concerned clause and also not violating the provisions of statutory requirements under Private Security Agencies Regulation Act and concerned Rules of appropriate Govt.

(f) Any Agency's workmen / employees found or reported to be indulging in any Unlawful activity; they shall be removed from RSAOI premises immediately by the Agency.

(g) The RSAOI shall be informed 24 hours in advance of all such actions.

(h) All employees / workmen employed by the Agency shall be adult with good health and sound mind.

(j) The manpower deployed by the Agency at RSAOI should not be used by the Agency in any adjacent company or anywhere else for security duties.

(k) It shall be the sole responsibility of the Agency to ensure that the employees /workmen deployed by them fulfil the obligations undertaken by the AGENCY under this contract.

(l) Every person engaged by the Agency for fulfilling obligations and responsibilities under this contract shall be the AGENCY's employees / workmen for all purposes and no employee / workmen of the Agency shall have any right or claim of any nature against the RSAOI. The AGENCY shall indemnify the RSAOI against any such claim during the currency of this contract and thereafter.

43. **TERMINATION OF CONTRACT**

(a) RSAOI shall be at liberty to terminate the contract forthwith, If the Agency commits a breach of any of the conditions stipulated in the contract or unsatisfactory service or consistently fails to provide adequate supply of manpower and fails to remedy the situation even after one month of receipt of written notice in this regard . In case of unsatisfactory services, RSAOI shall have the right to assign the security services to other security agency from market at the risk & cost of the existing security agency and all additional cost incurred on the same shall be debited to the defaulting security agency and the decision of RSAOI shall be final in this regard

(b) RSAOI's right to terminate the contract under the terms aforesaid shall be without prejudice to any of its other rights and remedies against the Agency under the contract. In the event of RSAOI terminating the contract, it shall not be liable to pay for any loss or compensation to the Agency in respect of such termination.

(c) Contract is also liable to be terminated if Validity of security agency's license, issued under Private Security (Regulation) Act, 2005 expires or the license is cancelled by issuing authority for any reason whatsoever any time during the contract. In such case the termination shall be from the date of expiry or cancellation of the license as the case may be and RSAOI shall not be required to give any advance notice to the security agency for termination from the date.

44. All information disclosed to the Tenderers by way of the Tender Documents shall be considered confidential and any person / Tenderer shall not part with possession of the Tender Documents or copy or disclose information thereof to any party, except as may be necessary for carrying out the work. It is being understood that the Tender Documents have been downloaded by the eligible Tenderer solely for the purpose of bidding. Where it is found that any Tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/ national security, necessary action, as may be called for, may be taken against the Tenderer concerned in addition to his being liable to be black listed and/ or barred from participating in future bids.

45. The Tender Documents shall always be & remain the exclusive property of the RSAOI without any right with the Bidder to use them for any purpose except for submitting the tender in accordance with the provisions of these instructions by the prospective Bidders and for use by the successful Bidder with reference to the work. The RSAOI shall have no obligation to return to the Bidder the Tender Documents submitted by the Bidder.

46. Any false/fake/incorrect information submitted by the bidder/contractor while submitting the bid will be liable for rejection of bid, severe action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning / Holiday listing of the Bidder's Company.

47. For further clarifications, if any, you may contact the following address :-

Secretary  
RSAOI, # 50 MG Road  
Bangalore – 560 001  
Email: [info@rsaoibangalore.in](mailto:info@rsaoibangalore.in)

Secretary, RSAOI  
Bangalore

**RSAOI BANGALORE**

(Letter to RSAOI on the PSA's letterhead)

To  
Secretary  
RSAOI, # 50 MG Road  
Bangalore – 560 001

Dear Sir,

**Sub: Your RFP for Deployment of Security Guards**

With reference to your tender notice published in News papers on \_\_\_\_\_ 2023 and the RFP published in your website with effect from \_\_\_\_\_ 2023, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to the supply of Security Guards Services as detailed in your above referred RFP.

**We confirm that we have not been disqualified by any PSUs for deployment of Guards.**

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for three months from the last date for submission of the offer.

We hereby confirm that we have read the terms and conditions given in of the RFP and agree to them fully.

We understand that RSAOI is not bound to accept the offer either in part or in full and that RSAOI has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith a Demand Draft/Pay Order of Rs 2,000/- (Rupees two thousand only) favouring 'RSAOI Bangalore' and payable at Bangalore, towards cost of RFP Form. Details of the same areas under:

- Demand Draft / Pay Order No : \_\_\_\_\_
- Date of Demand Draft / Pay Order : \_\_\_\_\_
- Name of issuing Bank : \_\_\_\_\_

We enclose herewith a Demand Draft / Pay Order for Rs 40,000/- (Rupees forty thousand only) favouring 'RSAOI Bangalore' and payable at Bangalore, being the EMD. Details of the same are as under:

- Demand Draft / Pay Order No : \_\_\_\_\_
- Date of Demand Draft / Pay Order : \_\_\_\_\_
- Name of issuing Bank : \_\_\_\_\_

Authorised Signatories  
(Name & Designation and Seal of the Firm)

(Letter to RSAOI on the PSA's letterhead)

**STATEMENT OF CREDENTIALS**

1	Name of the Firm	
2	Nature of the Firm	
3	Year of Establishment	
4	Full Address	
5	Telephone Nos with STD Code Landline : Mobile: Fax No, if any : Email ID:	
6	Whether registered with the Registrar of companies / Registrar of Firms in India, if so, mention Number and Date. Enclose copy of Registration Certificate.	
7	Name of Directors / Partners / Proprietor (as the case may be) with the Address & Telephone No(s)	
8	Name of the Authorised Representatives. Power of attorney signed by the Directors	
9	Number of security personnel on roll as on date.	
10	Indicate ESI Registration / Code No	
11	Indicate EPF Registration / Code No	
12	Indicate GST Registration No and the applicable SAC for the security services	
13	Furnish Audited Balance Sheet for the Last 3 year ending previous financial year a. 2020-21 b. 2021-22 c. 2022-23	
14	Furnish Income Tax returns for the Last 3 financial year a. 2020-21 b. 2021-22 c. 2022-23	

15	Please confirm that you have qualified trained / experienced staff on your payroll to handle this job.	
16	Do you have own infrastructure for Training the security personnel in Karnataka State. If yes, Give details with Photographs (Attach details of syllabus and photos)	
17	Do you have valid licence issued under Private Security Agencies Regulation Act 2005 & Karnataka Private Security Agencies Rules (2008) if Yes, give details & enclose a copy.	
18	Do you have credible supervisory infrastructure if yes, Give the details	
19	Registration under Shops & Establishment , enclose copy of certificate	
20	Indicate the main fields of your company's activities. Mention the field giving the Annual Turnover for each field.	
21	Attach certificates certifying your performances	
22	Furnish the names of renowned organisation where you have provided security services in Karnataka in the last 5 years i.e from April 2017 to March 2022 & Current Year 2023(as per Annexure -4)	
23	Give References Site Details Located in Bangalore a. b. c. d. (Refer Annexure – 5)	

Authorised Signatories  
(Name & Designation and Seal of the Firm)

**ANNEXURE - III****VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT (Refer Para 27)**

Please use additional copies of this form

To: The Secretary.  
Rajendra Sinhji Army Officer's Institute,  
# 50, MG Road, Bangalore – 560 001

The following is a confirmation / updation of our bank account details and I / we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.

**1. Contractor particulars:**

(i)	Name of the Company:	
(ii)	Complete Postal Address:	
(iii)	Pin code / ZIP code:	
(iv)	Telephone nos. (with Country / Area codes):	
(v)	Fax No.: (with Country / Area codes):	
(vi)	Mob phone Nos.:	
(vii)	Contact Persons / Designation:	
(viii)	Email IDs:	

**2. Bank Account details :-**

(i)	Name of the Account holder:	
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):	
(iii)	Account type :	
(iv)	Bank Name :	
(v)	Bank Branch:	
(iv)	Bank Branch Contact Nos.:	
(vii)	11 digit IFS Code (for Bank Branches in India)	
(viii)	Swift Code (for Bank Branches not in India):	

**3. Tax Registration numbers: \*(Please fill in the applicable fields and attach relevant proofs)**

(i)	Income Tax PAN no.:	
(ii)	GST No (if available / applicable):	

**4. Organisational information:**

(i)	Company / Partnership Firm:	
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I / we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.

\_\_\_\_\_  
Name, Seal & Signature of Authorised Signatory

Certified that the particulars as in Sr No 2 above are correct as per our records.

-----  
Bank Seal & Signature

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**RSAOI BANGALORE**



**ANNEXURE - IV**

Furnish the names of renowned organizations, where you have supplied Security Guards services in Karnataka in the last three years, i.e., from 01 April 2020 to 10 March 2023. (Refer point No 22 of Statement of Credentials – Annexure II)

<b>Name of Organisation with Address</b>	<b>Since when</b>	<b>Average annual payment received</b>

Authorised Signatories  
(Name & Designation and Seal of the Firm)

**Annexure V**

(Letter to RSAOI on the Supplier's letterhead)

Reference Site Details (Located in Bengaluru) ( Refer point no 23 of Statement of Credentials – Annexure II)

1. Name of company	
Address of the company	
Name, designation of contact person with telephone number and email ID.	Name : Designation : Tele No : Mob No : email ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

2. Name of company	
Address of the company	
Name, designation of contact person with telephone number and email ID.	Name : Designation : Tele No : Mob No : email ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

3. Name of company	
Address of the company	
Name, designation of contact person with telephone number and email ID.	Name : Designation : Tele No : Mob No : email ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

4. Name of company	
Address of the company	
Name, designation of contact person with telephone number and email ID.	Name : Designation : Tele No : Mob No : email ID :
Details of security guards services provided in last three years (Reference No, date of order and quantity)	

Authorised Signatories  
(Name & Designation and Seal of the Firm)

**RSAOI BANGALORE**

**Annexure VI**

(Letter to RSAOI on the Supplier's letterhead)

**PRICE BID**

Following table indicates the minimum wages (2022-23) and the base statutory payments per month. Any quote below the base rate will lead to rejection of Tender. (Refer Para 21 of the Tender Document)

SI No	Category	Manpower per Month	Pay Details	Minimum Wages for 26 man days including all allowances per month
1	Security Supervisor (8 + 4 hrs)	1	Monthly Salary including Basic Pay, VDA, Overtime 4 hrs, Bonus, Leave with wages, National & Festival Holidays, ESI PF, Uniform Allowance Washing Allowance, Reliever Charges Including GST.	

SI No	Category	Manpower per Month	Pay Details	Minimum Wages for 26 man days including all allowances per month
1	Security Guard (8+4hrs)	1	<p>Monthly Salary including Basic Pay, VDA, Overtime 4 hrs, Bonus, Leave with wages, National &amp; Festival Holidays, ESI PF, Uniform Allowance Washing Allowance, Reliever Charges Including GST.</p>	

RSAOI BANGALORE

SI No	Category	Manpower per Month	Pay Details	Minimum Wages for 26 man days including all allowances per month
1	Security Guard (8 hrs)	1	Monthly Salary including Basic Pay, VDA, Overtime 4 hrs, Bonus, Leave with wages, National & Festival Holidays, ESI PF, Uniform Allowance Washing Allowance, Reliever Charges Including GST.	

Basic & VDA per day is multiplied by 26 to calculate the Basic & VDA per month. It is mandatory to pay the above Minimum Wages & Other Allowances by the PSA.

Any revision in minimum wages and statutory components such as PF, ESI etc during the work order period, will be reimbursed to the contractor by RSAOI based on the documentary evidence.

Authorised Signatories  
(Name & Designation and Seal of the Firm)

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT is made at Bangalore on this \_\_\_\_ day of \_\_\_\_\_ between:-

**Rajendra Sinhji Army Officers' Institute, Bangalore**, an Institute, having its Office at **No 50, Mahatma Gandhi Road, Bangalore – 560 001**, being represented by its **Secretary, Col Mario D'Monty (Retd)**, hereinafter called "**RSAOI**" or "**the First Party**", which expression shall wherever the context so admits, mean and include its legal representatives, successors & assignees

AND

M/s \_\_\_\_\_ a Private Security Agency, having its Proprietor & Director, \_\_\_\_\_ and its Head office at \_\_\_\_\_ and being represented by its Regional Head - South, \_\_\_\_\_, hereinafter referred to as "**the Private Security Agency**" OR "**PSA**" OR "**The Second Party**", which expression shall wherever the context so admits, mean and include its legal representatives, successors & assignees,

WHEREAS **The Second Party** is in the field of providing Security & Allied Services on contractual basis and has agreed to provide the said services to the **First Party** for a period of one year with effect from \_\_\_\_\_ to \_\_\_\_\_ which shall be deemed to be automatically terminated thereafter unless renewed by the **First Party** for the purpose of obtaining security services on the terms and conditions as mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That **The Second Party** shall ensure security of the property of **the First Party** located at **No 50, Mahatma Gandhi Road, Bangalore - 560 001** by deploying adequate number of Security Personnel as per the requirement of **the First Party**.
2. **The Second Party** shall be responsible for deploying smart, efficient, honest and literate personnel having good and reliable past record and if required, after screening by the authorized representative of **the First Party**. **The Second Party's** employees shall not be more than **45 years** of age for the Security Job at the time of deployment.
3. **The Second Party** hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the Security Personnel and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the Rules framed there under.
4. **The Second Party** shall ensure that all the Security Personnel are subject to Basic Training & Refresher training program on regular basis at its cost.
5. If the State Law requires the registration of **the Second Party** with the Welfare Board of Security Guards or any such other Board constituted under the State law, such registration shall be ensured by **the Second Party** before deploying their employees with **the First Party**.



6. **The Second Party** shall ensure that their Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch / office.
7. **The Second Party** shall provide the profiles of **The Second Party's** Employees to **the First Party** before their deployment. **The Second Party** shall furnish the names, permanent & local address of **the Second Party's** Employees deployed at **the First Party's** premises from time to time along with their latest photographs, thumb impression & signatures. **The Second Party** shall ensure that the Security Personnel deployed with **the First Party** shall comply with all obligations, conditions and restrictions regarding uniform, turnout, photo identity card, etc., stipulated in the Private Security Agencies (Regulation) Act 2005 and Rules framed there under.
8. **The Second Party** shall be responsible for supervision and control over its resources in providing results as desired by **the First Party**. **The Second Party** shall apply processes and supervise the work of its resources so as to deliver the results.
9. **The Second Party** agrees to provide additional Personnel to **the First Party** whenever required at the rates laid down in Annexure 'A' to this Agreement during the currency of this Agreement.
10. That the Security Personnel deployed for rendering the security services shall for all intents and purposes and at all time be and remain the employees of **the Second Party** and shall perform their duties/obligations to the satisfaction of **the First Party**. While performing their duties, such personnel of **the Second Party** shall comply with the office rules, regulations and discipline during the working hours when on duty at **the First Party's** premises.
11. Security Personnel deployed by **the Second Party** shall act to avoid entry of any unauthorized vehicle, person or material into the premises of **the First Party**. They shall follow **the First Party's** instructions regarding entry of visitors, business people and guests. They shall not allow any employee of **the Second Party** to enter **the First Party's** premises during weekly off and other holidays without the proper authorization of **the Second Party's** senior manager(s).
12. That the Security Personnel shall check the incoming and outgoing materials in and from **the First Party's** premises. Security Personnel deployed shall not allow any material to go out without proper authorization of **the First Party**.
13. That **the Second Party** shall provide uniforms both for summer and winters, caps, raincoat, photo identity cards and whistles, baton etc. and **the First Party** shall provide torches and any other equipment to the Security Personnel for the efficient discharge of their duty. **The Second Party** shall ensure that the Security Personnel deployed by them are neatly dressed and conduct themselves decently.
14. Before deployment of their employees, **The Second Party** shall arrange for verification of antecedents of all **The Second Party's** Employees by the police and such verification Certificates shall be submitted to **The First Party** before deployment of Security Personnel or their relievers.

15. After deployment of Security Personnel **the Second Party** will not change them before six months if found fit by RSAOI Management. Any change in Security Personnel will be on written information given to Secretary, RSAOI and after due approval.

16. **The Second Party's** Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/ major diseases. Wherever required by **the First Party**, **the Second Party** will provide literate Employees to perform the assigned duty efficiently.

17. **The Second Party** will change the Security Personnel immediately on instructions from **the First Party** if the performance of that particular Security Guard is not acceptable or found physically / mentally unfit and decision of **the First Party** is final in this regard.

18. **The Second Party** shall ensure that the Security Personnel shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The Security Personnel shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during their duty hours.

19. Gratification of any kind will not be accepted by **the Second Party's** Employees.

20. **Penalty.** **The First Party** will impose various degrees of penalty for lapses by the Security Personnel like absenteeism, late arrival, doing double shifts, sleeping / missing from place of duty etc by levying one day's salary to be deducted (photographic proof will be provided by **the First Party**).

21. **Salary.** Once the Agreement is finalized on the monthly salary of a security person the same will not be changed or increased within the agreement period.

22. **The Second Party** shall ensure that no familiarity develops between the Security Personnel and **the First Party** staff. Further, **The Second Party** shall ensure that the Security Personnel do not indulge in any activities including money transactions, which may tarnish the image of **the First Party**.

23. The Security Supervisor from **the Second Party** shall report to the Secretary, RSAOI / Authorised official of RSAOI, at least once a week for the purpose of briefing / debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by Branch / Office. **The First Party** will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by **the Second Party**.

24. **The Second Party** shall ensure that at no point of time during the prescribed duty hours, the Security Personnel will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft / pilferage and other untoward incidents.

25. **The Second Party** shall maintain duty register for each **the Second Party's** Employees and get the register checked by Secretary, RSAOI / Authorised RSAOI Official, along with timings. In case a Security Guard is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to **The Second Party**. In addition, liability for any untoward incident during the period will be that of **the Second Party**.
26. **The First Party** agrees to pay charges to **The Second Party** for the security services as per the provisions laid down in **Annexure 'A'** to this Agreement. The charges in **Annexure A** exclude the GST as applicable is payable by **the First Party** to **The Second Party**. **The Second Party** shall bill **the First Party** for the said amount in arrears in the first week of every month for the services rendered and amount owed in accordance with Annexure A (**the Bill**). The Bill shall be sent to **the First Party's** designated e-mail address and if required sent to the designated postal address. The charges as per the Bill shall be paid by **the First Party** to **the Second Party** within 10 working days of the billing date.
27. That **the Second Party** undertakes that all payments towards salaries etc. in respect of Security Personnel shall be made by them. Proper records for such payments shall be maintained by them and shall be made available for the inspection of **the First Party** whenever required.
28. That for all the Security Personnel, **the Second Party** shall ensure compliance with the provisions all the labour regulations, i.e. the Provident Fund and Miscellaneous Provisions Act 1952 (EPF), The Employee State Insurance Act (ESI), The Industrial Dispute Act, The Workmen Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act and other related laws on behalf of **the Second Party** who is the Principle employer as defined by the said laws. **The Second Party** shall also maintain various registers / records and returns as may be required to be filed and maintained under various labour and other laws, from time to time and such records may be inspected by **the First Party** and produced, if required.
29. That in case **the First Party** finds any Security Personnel deployed to be unsuitable for enforcing required task it shall notify **the Second Party** of the same and **the Second Party** will then ensure that the said Security Person is replaced with more suitable person.
30. In case of fire, the Security Personnel on duty will initiate drills immediately to contain and extinguish the fire and also inform responsible officers available within the office premises. They will also inform about such incidents to the local fire brigade and police station immediately.
31. In the event of any part or the whole of this Agreement is held to be invalid or unenforceable for any reason whatsoever, in such event, the part rendered invalid or unenforceable shall not affect the remaining provisions herein contained.

32. In the event of any dispute arising between the parties hereto the parties hereby agree to refer the same to the sole Arbitrator to be appointed by the **First & Second Party** in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. **Each party** shall bear the cost of its lawyers or any other like costs expended by it on the arbitration. This Agreement will be governed by the Laws of India and without prejudice to the provisions relating to arbitration as mentioned herein above, this Agreement will be subject to jurisdiction of competent courts in India.

33. This Agreement can be terminated by **either Party** at one month's notice in writing. However, if **the First Party** terminates this Agreement / Contract due to **The Second Party** violating any of the terms of this agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of **the Second Party** or **the Second Party's** Employees, **the First Party** shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which **the Second Party** receives, from **the First Party**, the intimation about such violation or non-performance or negligence.

34. The **either Parties** or its personnel shall maintain the Confidentiality of the terms of this Agreement.

35. The Tender Document will be part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the date, month and year hereinabove first mentioned.

**Signed for :**

**Rajendra Sinhji Army Officers' Institute, Bangalore  
(HQ K&K Sub Area Officers Mess Annexe)**

by its authorized signatory:

\_\_\_\_\_  
Authorized Signatory

Name : Col Mario D'Monty (Retd)

Title: Secretary, RSAOI

Accepted For and On Behalf of **M/S** \_\_\_\_\_  
by its authorized representative in the presence of:

\_\_\_\_\_  
Authorized Signatory

## **ANNEXURE VIII**

### **GENERAL CRITERIA FOR SECURITY PERSONNEL**

1. The Security Agency shall ensure that its Security Personnel fulfil the criteria listed hereunder :-

(a) All Security Personnel should have undergone requisite training prescribed by the competent authority enunciated vide Para 5 of the Karnataka Private Security Agencies Rules, 2008.

(b) All Security Personnel shall be physically and mentally fit as enunciated under Para 6 of the said Rules.

(c) All Security Personnel are compliant with terms described in Para 16 of the said Rules.

(d) Security Personnel shall be well versed in handling Fire equipment including fire hydrants.

(e) Prior to assignment of any Duties, Security Personnel shall furnish adequate documentation to the Security Agency, which shall maintain a systematic filing system for each Security Personnel deployed at RSAOI and such system shall include :-

- (i) Application
- (ii) Appointment letter
- (iii) Age & Qualification proof
- (iv) ID & Address proof
- (v) Passport Size Photo
- (vi) Specimen Signature.
- (vii) Details of Background verification check conducted
- (viii) Details of health checks conducted
- (ix) Such other documents (Police verification Certificate) as may be required for the purpose of deploying Security Personnel at RSAOI premises.

(f) Security Personnel shall not be involved in any antecedents of misconduct unethical behaviour. Security Agency shall ensure that the Security Personnel are not involved in any of the following :-

- (i) Rendering false information in the profile, documentation or other related Security Personnel records;

- (ii) Producing forged documents;
  - (iii) Tampering or falsification of records;
  - (iv) Suppression of adverse data gathered from background verification or other sources;
  - (vi) Impersonation or identity theft; and
  - (vi) Such other misconduct that may be notified by COMPANY from time to time.
- (g) The minimum requirements for Security Personnel shall be as hereunder :-

- (i) Graduate [Supervisor] and Matric / SSLC / 10<sup>th</sup> Class Pass [Guard] with good communication capabilities and fluency in two languages – Hindi and English and local language. Age not above 45 years.
- (ii) Minimum height of 5.6' and physically fit with no medical disablements
- (iii) Shall be selected after completing an aptitude test
- (iv) Shall demonstrate excellent drive and initiative under any adverse conditions / situations
- (v) Shall able to manage the guarding team in an effective and dynamic manner and take full control of any untoward situation
- (vi) Shall have 5 years of relevant experience in a reputed organization
- (vii) Shall have the ability to prioritize and exercise good judgment
- (viii) Shall be responsive to all business related requests
- (ix) Shall be courteous / service oriented, displaying a high security image at all times
- (x) Shall be neat and tidy in appearance, at all times
- (xi) Shall possess broad working knowledge of location of security Posts, security related equipment, electronic monitoring systems and understand security related procedures and site layouts.

**Performance Bank Guarantee**

Guarantee No: \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of RSAOI Campus, Bangalore having its office at # 50, MG Road, Bangalore - 560001 hereinafter referred to as the 'First Party' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s. \_\_\_\_\_

\_\_\_\_\_ (Name of PSA) having its registered office at \_\_\_\_\_ (Name & Address of Vendors H.O.) (hereinafter referred to as the "Second Party" which expression shall unless repugnant to the context of meaning letter No. \_\_\_\_\_ dated \_\_\_\_\_ for providing comprehensive security service/cover to RSAOI premises, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. ....../- (Rupees ...../-. ) to keep the "First Party" indemnified from time to time for any breach of terms of the "Agreement" the Second Party is to enter with the First Party.

We \_\_\_\_\_ (Name and Address of Bank) (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the "First Party", on demand any and all moneys payable by the "Second Party" to the extent of Rs. ....../- (Rupees ..... ) as aforesaid at any time up to \_\_\_\_\_ (Date), without any demur, reservation, contest, recourse or protest and without any reference to the "Second Party".

Any such demand made by the "First Party" on the 'Bank' shall be conclusive and binding notwithstanding any difference between the "First Party" and "Second Party" or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the "First Party" and further agrees that the guarantee herein contained shall continue to be enforceable till the "First Party" discharges this guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the "First Party" or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We \_\_\_\_\_ the Bank further agree that the "First Party" shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the "First Party" and the "Second Party" for providing security guards for the "First Party" or to extend time of performance of its obligation by the "Second Party" from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the "First Party" against the "Second Party" and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the "Second Party" or for any forbearance, act or omission on the part of "First Party" or any indulgence by "First Party" to the "Second Party" or by any such matter or thing whatsoever which under the law relating to

sureties would but for this provisions have effect of so relieving us.

The Bank also agrees that the "First Party" as its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the "Second Party" and notwithstanding any security or other guarantee that the "First Party" may have in relation to the "Second Party" liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the "First Party", made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the "First Party".

The Bank hereby agrees and acknowledges that the "First Party" shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the "First Party" and may be assigned, in whole or in part, (whether absolutely or by way of security) by the "First Party" to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.

This Guarantee shall not be affected in any manner by reason or merger amalgamation, restructuring, liquidation, winding up, dissolution or any other changes in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. ....Rupees .....).

(b) This Bank guarantee shall be valid up from \_\_\_\_\_(Date) to \_\_\_\_\_ (Date).

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before \_\_\_\_\_ (Date).

(d) At the end of the claim period that is on or after \_\_\_\_\_ (Date), all the right of "First Party" under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ (month, year) at \_\_\_\_\_  
(Place)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Official Address \_\_\_\_\_

Designation with Bank Stamp