



**RESERVE BANK OF INDIA**  
**Human Resources Management Department**  
**Bhubaneswar**  
[www.rbi.org.in](http://www.rbi.org.in)

**NOTICE INVITING TENDER**  
**(only through e-procurement)**

**E-tender - Annual Contract for daily cleaning of Washrooms/toilets located in non-security areas of Main Office Building, Annex Building and surrounding area of RBI, Bhubaneswar.**

Reserve Bank of India (hereinafter referred to as RBI), Bhubaneswar invites **e-tender** in two parts(part I and II) from the eligible Contractors for the above mentioned work in its Main Office premises located at Pt.J.N.Marg, Bhubaneswar-751001, for the period from July 01, 2019 to June 30, 2020. For details of the tender, please visit "Tenders" section at RBI's website (<https://www.rbi.org.in>) and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. The EMD details for the contract is mentioned under.

<b>Estimated Cost of Work for 2019-2020 (Inclusive of GST @18%)</b>	<b>Earnest Money Deposit (2% of Estimated Cost)</b>
₹ 10,50,000/-	₹ 21,000/-

Please note that further Addendum / Corrigendum will only be published on RBI website.

Place: Bhubaneswar

Date: April 30, 2019

**Regional Director**  
**Human Resource Management Department**  
**Reserve Bank of India**  
**Bhubaneswar**

**SCHEDULE OF TENDER (SOT)**

**Tender for Annual Maintenance Contract for daily cleaning of Washrooms/toilets located in non-security areas of Main Office Building, Annex Building and surrounding area of RBI, Bhubaneswar.**

<b>Sr No.</b>	<b>Item</b>	<b>Description</b>
1	E-tender No.	<b>RBI/Bhubneswar/HRMD/35/18-19/ET/332</b>
2	Mode of Tender	e-procurement system (Online Part I-Techno-Commercial bid and Part II-Price bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
	Estimated Amount	₹10,50,000 /-
3	Date of NIT available to parties to download	11:00 hrs of 30.04.2019
4	Pre-bid meeting	Offline at 11:00 hrs of 10.05.2019
5	a) Earnest Money Deposit	₹ 21,000 /- EMD can be remitted to Reserve Bank of India account up to 12.00 hours on 31.05.2019. The account details for NEFT transactions are as under: <b>Beneficiary name:- Reserve Bank of India</b> <b>IFSC code : RBIS0BBPA01 (5<sup>th</sup> and 10<sup>th</sup> character in IFSC code are zeros)</b> <b>Account No.: 186004001</b> Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.
6	<b>Bid Open Date:</b> Date of starting of e-tender for submission of online Techno-Commercial bid and Price bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	16:00 hrs on 03.05.2019
7	<b>Bid Closing Date:</b> Date of closing of online e-tender for submission of Techno-Commercial bid and Price bid	12:00 hrs on 31.05.2019
8	Tender Open Date: a) Date and time of opening of Part-I (i.e. Techno commercial bid) b) Part-II Price bid: Date of opening of Part-II i.e. Price bid shall be informed separately	15:00 hrs on 31.05.2019  After doing the checking of prequalification criteria and viewing documents uploaded by the vendors.
9	Tender Close Date:	15:00 hrs on 01.11.2019

## E-Tendering Procedure

### Important instructions for E-Procurement

Bidders are requested to read the terms and conditions of this tender before submitting their online tender

1.	<p><b>Process of E-tender :</b></p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. depts. → Select RBI Logo- &gt;Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC, before the scheduled time of the e- tender.</p> <p><b>Contact person (MSTC Ltd):</b></p> <p>1. Shri Tammana DMV Satyasai, SM(BM) – <a href="mailto:tsatyasai@mstcindia.co.in">tsatyasai@mstcindia.co.in</a> Ph- 09441487624/ 0674-2571699(D)</p> <p>2. Shri Ramavath Mahesh, AM – <a href="mailto:mahesh@mstcindia.co.in">mahesh@mstcindia.co.in</a> Ph- 08801281004/ 0674-2571699(D)</p> <p>B) System Requirement:</p> <ul style="list-style-type: none"> <li>i) Windows 7 or above Operating System</li> <li>ii) IE-7 and above Internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ul> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p><input type="checkbox"/> Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p><input type="checkbox"/> Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
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2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b>Special Note towards Transaction fee:</b>  The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system. Generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE  Bidders are advised to remit the transaction fee well in advance before the closing time of <b>the event so as to give themselves sufficient time to submit the bid.</b></p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC ( <b>Digital Signature Certificate</b> ).
6.	<b>E-tender cannot be accessed after the due date and time mentioned in NIT.</b>
7.	<p><b>Bidding in e-tender :</b></p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the</p>

	<p>“Final submission” button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
<b>8.</b>	Any order resulting from this tender shall be governed by the terms and conditions <b>Mentioned therein.</b>
<b>9.</b>	<b>No deviation to the technical and commercial terms &amp; conditions are allowed.</b>
<b>10.</b>	The tender inviting authority has the right to cancel this e-tender or extend the due date <b>of receipt of bid(s) without assigning any reason thereof.</b>
<b>11.</b>	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprchome">www.mstcecommerce.com/eprchome</a> to familiarize them with the system before <b>bidding.</b>

**RESERVE BANK OF INDIA**

**HUMAN RESOURCE MANAGEMENT DEPARTMENT**

**Bhubaneswar**

**[www.rbi.org.in](http://www.rbi.org.in)**

**Contact for daily cleaning of Washrooms areas located in non-security areas of Main Office Building, Annex Building and surrounding Areas of RBI, Bhubaneswar**

**PART-I**

Name of Tenderer: -----

Address -----

Landline/Mobile no. -----

Date of online submission: May 03, 2019(4:00 PM) to May 31, 2019 (12:00 PM)

**RESERVE BANK OF INDIA****HUMAN RESOURCE MANAGEMENT DEPARTMENT****Bhubaneswar****[www.rbi.org.in](http://www.rbi.org.in)**

M/s. / Shri. \_\_\_\_\_

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\_\_\_\_\_

Madam/Dear Sir,

**Annual maintenance contract for daily Cleaning of Washrooms in non-security areas of Main Office Building, Annex Building and surrounding areas of RBI, Bhubaneswar**

We are pleased to enclose the Tender forms in two parts (Technical bid -Part I & Price bid – Part II) for the above work and request you to offer your competitive tender. The Tender Form together with enclosures, if any, shall be completed in all respects as per the instructions and shall be forwarded to **Shri. Mahesh Kumar Mall, Regional Director, Reserve Bank of India**, Bhubaneswar. Part –I of the tender will be opened on May 31, 2019 at 3.00 p.m. The tenders received after the above time and date shall not be considered.

**Regional Director  
Human Resource Management Department  
Reserve Bank of India  
Bhubaneswar**

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Section-A  
**Form of Tender (Part-I)**



RESERVE BANK OF INDIA  
HUMAN RESOURCE MANAGEMENT DEPARTMENT  
BHUBANESWAR

**Contract for daily Cleaning of Washrooms in non-security areas of Main Office Building, Annex Building and surrounding areas of RBI, Bhubaneswar**

The Regional Director  
Reserve Bank of India  
Human Resource Management Department  
Pt. J.N. Marg  
Bhubaneswar- 751001

Having examined the requirements, conditions, scope of work and schedule of quantities relating to the captioned work and having visited and examined the site of the works specified in the said Memorandum and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified at the rates mentioned in the attached schedule of quantities, specifications, and in accordance, with all respects, with the instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

2. Should this tender be accepted, I/we hereby agree to fulfil the terms and conditions of the contract and work as per the rate accepted by the Bank.

Date : \_\_\_\_\_ Signature and seal of the Contractor/s

Place: \_\_\_\_\_ Landline/Mobile No.

**MEMORANDUM**

(a)	Description of Works	Annual Maintenance Contract for Day to Day Cleaning of Toilets and Bathrooms in non-security areas of Main Office Building, Annex Building and surrounding areas of RBI, Bhubaneswar
(b)	Estimated Cost	₹ 10.5 Lakhs
(c)	Earnest Money Deposit	₹ 21,000/-
(d)	Mode of Payment	Monthly. (On completion of month)
(e)	Time allowed for completion of work from the date of work order	One year from the tenth day of issue of work order. After one year, the contract is extendable on a yearly basis subject to review of performance of the operation contract.
(f)	Period for settlement of the bill	15 days from the date of submission of the bill.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the Earnest Money Deposit and pay to the Reserve Bank of India the amount mentioned in the said Conditions.

3. The details of our bankers are

Sr No.	Name of the Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

Name of the partner of the firm authorised to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor

Section-B**List of Documents to be submitted for Technical Bid (Part I)**

Tenderers are requested to enclose (upload in e-tendering portal) the following documents in Part I for examining their qualification/suitability. Opening of Part II (Financial/Price Bid) will be subject to satisfying the prescribed eligibility criteria:

1. Work experience/client certificate (copies of work orders from clients for executing similar works for Star Hotels or Airports or Establishments like Colleges, institutions of high standard, etc.)
2. Solvency Certificate in prescribed pro-forma or bank statement from the bank where the account is maintained
- 3 Client list showing details of work carried out along with contract amount, Date of Starting and Finishing of the work, Reasons for delay, if any, etc. during last three years in housekeeping area.
- 4 Composition of firm in details (whether a Partnership firm or a company, etc.) should be submitted along with name(s) and address of the partners/Power of Attorney/other relevant documents.
5. Copies of PAN, TIN, VAT, CST, Labour License, Provident Fund Registration code, ESI Registration Code, Firm Registration Number, GST Registration etc.
6. Address Proof in respect of own office in Bhubaneswar
7. CA's certificate/statement of accounts
8. IT Returns of last three consecutive years, duly certified by a Chartered Accountant
9. Feedback from three existing clients for executing similar works for Star Hotels or Airports or Establishments like Colleges, institutions of high standard, etc.

Any other document/s required to be submitted, as mentioned below or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.

**Note:**

1. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.
2. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.

Date : \_\_\_\_\_ Signature and seal of the contractor/s

Place: \_\_\_\_\_ Landline/Mobile No



RESERVE BANK OF INDIA  
HUMAN RESOURCE MANAGEMENT DEPARTMENT  
BHUBANESWAR

**Contract for daily Cleaning of Washrooms and Toilets in non-security areas of Main Office Building, Annex Building and surrounding areas of RBI, Bhubaneswar**

**1. GENERAL INSTRUCTIONS TO CONTRACTORS**

- 1) The Bank invites **e-tender** in two parts(part I and II) from the eligible Contractors for “Daily cleaning of washrooms/toilets in non-security areas of its Main Office Building, Annex building and surrounding areas” on all working days of the week including working Saturdays, as per Scope of Work. The contract will be initially valid from July 01, 2019 to June 30, 2020 as per laid down contractual obligations detailed below. The contract can be extended further up to two years renewable at annual interval, as per mutual agreement subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company.
- 2) The Contractor shall make appropriate arrangements for cleaning operations through deployment of suitable personnel. The Contractor will be responsible to provide machines, if any, along with all cleaning materials required for the cleaning and maintenance work. The contractor shall comply with all the requirements related to labour laws, minimum wage prescribed by the Government etc. and instructions of all rules and regulations etc. of Government. **Rates quoted by the firm should comply with the minimum wages prescribed by the Government time to time. The successful contractor should submit the documentary proof of payment of the prescribed minimum wages.**
- 3) The contractor shall also be compensated any increase in minimum wages and increased liability towards contribution to other statutory requirements like EPF and ESI on account of such increase of wages during the contract period.
- 4) The contractor shall inspect the site and understand the scope of work before submitting their quotation and get acquainted himself about the nature and quantum of work.

- 5) The contractor may please note that, the work has to be carried out in the working office. Therefore the entire work involved shall be carried out with least disturbance to the normal working of the office.
- 6) Workers deputed for this works are required to take working passes with photos from the Bank. Only such authorized persons will be allowed to enter the premises and they should strictly follow the various security requirements i.e. police verification etc.
- 7) The contractor is to report if anything unusual found in the premises to the Bank's Security Officer.
- 8) The contractor is responsible for and arrange to bear costs of such equipments as Bank considers necessary for effectively rendering the services required by the Bank.
- 9) **The firm/Contractor shall-**
  - a. Be responsible and liable for payment of salaries through bank accounts as per Central Minimum Wages Act 1948 and other legal dues to the persons who are employed by him/her for the purposes of rendering the services required by the Bank under this tender. **Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.**
  - b. Maintain neat, complete and legible registers, records, reports and returns which shall be made available for inspection by various authorities at short notice.
  - c. Provide information as required in respect of all his employees employed by him/her to enable the bank monitor compliance of P.F.,ESI, Rules etc
  - d. Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The contractor shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.
  - e. Ensure that his/her employees, while in the premises of the Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.

- f. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
  - g. Ensure that no employee of the contractor will enter or remain in the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling contractors' obligations and with permission of the Caretaker/Security Officials.
  - h. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
  - i. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all times while they are working in Bank's premises.
  - j. Provide distinct uniform's to his/her employees or agents different from the Bank's employees. The uniform should have logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.
  - k. The contractor shall along with other relevant particulars arrange to obtain Police Verification Report on character and antecedents of its personnel to be deployed in RBI. A certificate to the effect that Police Verification of all employees deployed in the services of the RBI has been done and are available with the successful contractor, needs to be submitted within one month of coming into effect of contract to RBI. RBI can verify these at any point of time during the continuation of contract.
- 10) **Applicability of Central Minimum Wages Act** - The contractor shall ensure payment of wages as per Payment of Wages Act 1936 and also Central Minimum Wages Act 1948 to the workmen employed by him/her. He / She shall maintain a register of wages and shall issue a wage slip to every workman employed by him/her and pay wages to its employees through their bank accounts. The register shall be submitted to the Bank for inspection after every payment to the workmen. In addition, he/she has to provide essential amenities like drinking water, first aid facility etc. to its employees as per The Contract Labour (Regulation and Abolition) Act, 1970 (CLRA Act). The contractor has to give undertaking on Non Judicial Stamp Paper of applicable value before the award

of the work that he /she undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him/her for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employee indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

- 11) **Labour License** - The contractor shall obtain a license as contemplated under Contract Labour Act 1970 or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.
- 12) The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time.
- 13) **Bank to have no liability** - The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Contractor should follow Standard safety procedure and equipment and ensure that none of his staff suffer any injuries. Any liability on this account will be entirely that of the contractor.
- 14) **Bank Guarantee and Earnest Money Deposit(EMD)**
  - a) The successful contractor shall furnish along with the execution of the contract, a Bank Guarantee (BG), equal to 5% of Annual Contract Value (including GST), which shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.



- b) Failure of the successful tenderer to submit the Bank Guarantee in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
- c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.
- 15) **Renewal of contract** - The contract can be considered for further renewal, after the expiry of one year/contract period, on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.
- 16) **Agreement for contract** - The successful contractor shall have to execute an Agreement with the Bank in this regard, in duplicate, on receipt of intimation from the Bank of the acceptance of his/her tenders.
- 17) **Termination of Contract** - Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate the contract by written notice without assigning any reason and without payment of any compensation, if :
- a. In the opinion of the Bank (which shall not called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement the contract to the Bank's satisfaction and/or
  - b. The Contractor commits a breach of any terms and conditions of the contract and/or
  - c. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligation under the contract and/or
  - d. There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
  - e. The contractor is adjudged an insolvent.
- In the event of termination of the contract for any reason whatsoever, the contractor or persons employed by him or his/her agents shall not be entitled for**

any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

- 18) **Risk & Cost-** RBI, Bhubaneswar reserves the right of termination of the contract at any time by giving one month notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by the Bank from his Security deposit/EMD/Bank Guarantee or pending bill or by raising a separate claim.
- 19) **Arbitration** - If any dispute, difference or question shall, at any time, arise between parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to sole arbitrator appointed by the Bank. In case the contractor do not agree to such appointment, both the parties will appoint an arbitrator and the arbitrator then will appoint the Presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further all disputes, difference or question, if any, shall be deemed to have arisen at Bhubaneswar and only courts in Bhubaneswar shall have jurisdiction to determine the same.
- 20) The Contractor / Agency shall be solely responsible for full compliance with the provisions of **“the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”**, In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any

monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

- 21) The Contractor shall ensure that he/she deploys only adult, trained, disciplined, honest and competent persons preferably between the age of 21 and 45 years who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works and comply with provisions of Child Labour (Prohibition and Regulation) Act, 1986.
- 22) The contractor shall provide a complete and updated list of its employees, who are deployed within the Bank's premises.
- 23) The Bank will not provide accommodation to the cleaning or other staff of the contractor in the Bank's premises.
- 24) All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers / employees.
- 25) The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein.
- 26) **Contract not to be reassigned** - If awarded, the Contractor shall not assign/sublet the contract. He shall not assign, either fully or partly, any portion of the contract.
- 27) **Submission, Sealing and Marking of Tenders**
  - a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
  - b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
  - c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

**28) Deadline for Submission of Tenders**

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

29) **Late Tenders** - No Tender after the deadline shall be allowed on the e- portal.

**30) Tender Opening**

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers or authorized representative of the tenderers who choose to be present. Part-II (Commercial Bid) of the tender of only those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) will be opened on a subsequent date which will be advised to the tenderers. The work will be awarded to the L1 bidder as per total amount quoted at price bid in Part II, subject to compliance with the eligibility criteria as stipulated above. The Bank will have the sole right to terminate the contract and select L2 (similarly L3, L4), in case L1 fails to fulfil its obligation.

**31) Bid Evaluation Criteria**

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

**32) Clarification of Tenders**

a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.

b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

33) **Non-acceptance of tenders** - The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

34) **Invalid Tenders** - After prima facie scrutiny, if any of the contractors is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

35) **Tenders to be signed** - Each page of the Tender Documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the conditions of contract, etc as laid down. Any tender with any of the documents not so signed will be rejected.

36) **Signature on Tender** - The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Bank.

## 2. Scope of Work

### **Cleaning of Wash Rooms/Toilets in Main Office Building, Annex Building and surrounding areas**

- (i) The Contractor shall engage only skilled and experienced workers (Male-04 and Female-01) for this work. The work has to be carried out on all working days (Monday to Friday) including working Saturdays (1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup> Saturday) from 7 am to 10 am, 12 pm to 2 pm, 3 pm to 5.30 pm (three times) on all working days including working Saturdays. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or anytime during the currency of contract
- (ii) The Contractor shall be responsible for cleaning of the washrooms/toilets to ensure that the same is spic and span.
- (iii) Sweeping and Moping of passage in front of washrooms. Mop the floor with disinfectant. Wiping the complete area and keeping it dry.

- (iv) Sweeping and mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.
- (v) Cleaning of toilet pots, seats/ urinal pots, platform, sink, wash basins, tiles, taps, floor, racks, glass mirrors, hand driers, exhaust fans, etc.
- (vi) Cleaning of walls and keeping ceilings free from cobwebs, dirt, stains, etc. Removing the cobwebs, stains, dirt from wall, ceiling, pelmet and inaccessible spots.
- (vii) Cleaning the mirror with glass cleaner and glass cleaning agents.
- (viii) Cleaning all areas and portions under windows and shelves of the washrooms.
- (ix) Cleaning of Windows & Doors Glasses internally every day & externally once in three months. (Approachable height)
- (x) Cleaning of accessories provided in the wash rooms like Buckets/ mugs/ soap cases, etc.
- (xi) Washing of toilet floors and tiles with suitable ceramic tiles cleaning chemicals of reputed brand every day. The materials used for such works shall be high quality and subject to verification by the Bank.
- (xii) Cleaning of washbasin and W/C from inside and out with specified chemicals and soap of reputed brand twice during their shift and whenever else need arises.
- (xiii) Keeping the passage clean at all times even if it means cleaning repeatedly.
- (xiv) Pick up any litter lying around the washrooms of the Bank premises.
- (xv) Emptying the trash, clean and replace the dust bin liner
- (xvi) Continuous cleaning, maintenance of hygiene & mopping of floor at all the specified washrooms/ toilets in the RBI need to be done during office hours so that they retain a clean and dry look.
- (xvii) Successful contractor shall make alternative arrangement in the absence/ weekly off/ leave of their regular cleaner deployed at site.
- (xviii) The successful contractor must provide a dedicated mobile phone number of its representative (with active SIM card) in shift in the Bank. This mobile phone will remain with the representative on duty (in shift). The same mobile number will be circulated in the office.
- (xix) Any damage caused to any of Bank's properties shall be made good by the contractor at their own cost.

(xx) The successful contractor shall provide proper uniform with company's name to his workers engaged for this work.

(xxi) The contractor shall take all actions required to comply with the Contract Labour (Regulation and Abolition) Act 1970 including the latest amendment to the Act. The contractor shall be liable for any penalty by the appropriate authority if there is any contravention to the act.

(xxii) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve the right to itself to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

(xxiii) If the firm fails in providing the service satisfactorily or if the complaints are kept unattended deliberately for longer period, Bank will constrain to take appropriate action and even termination of the contract by serving one month notice. Any major complaints, if any, are received from staff then same shall be carried out as directed by Regional Director of the Bank.

**The Contractor has to ensure smooth operation of the services as set forth in the Scope of Work and Services. Works have to be carried out in consultation with Bank's Caretaker.**

### **3. Eligibility Criteria**

The tenderers should satisfy the following conditions and are required to enclose (upload in e-tendering portal) required documents in support of their claim in Part I of the Tender Document for examining their eligibility/suitability. Opening of Part II (Commercial Bid) will be subject to satisfying the prescribed eligibility criteria (**ref: List of documents to be submitted in Part I as mentioned above**)

a. **Experience:** The tenderer should have minimum 3 years' experience in maintenance/housekeeping in a Star Hotel, airport and colleges/institutions of high standard. Documentary evidence of work orders with value from clients for having provided similar services for Star Hotels or Airports or establishments should be provided. Documentary evidence in support of minimum experience of 3 years in above mentioned works/services should be submitted.

Tenderers should furnish their Client list, with documentary evidence, including details such as Name of Client, Value of Work executed, Date of Starting and Finishing of the

work, Reasons for delay, if any, etc. The Bank may verify from such clients regarding quality of service.

b. The tenderer will also provide copies of work orders, client certificates for satisfactory work as documentary evidence for work done by them earlier.

c. The Bank's estimated cost of the contract is around Rs.10.50 **lakh** per annum and therefore the tenderer must have experience of successfully executing similar contracts during the last 3 years ending March 2019.

d. **Solvency:** The tenderer shall provide a solvency certificate from its banker and/or bank statement

e. **Net Worth** - IT returns of last three consecutive years duly certified by a practicing Chartered Accountant should be enclosed by the tenderer.

f. **Proper Registration** - Tenderers should have applicable tax registrations (PAN, TIN, EPF, Service Tax, ESI, GST etc.) supported by documentary evidence.

g. Tendering Contractors should have current account in a scheduled bank and should give an undertaking that they are ready to receive the payments through Electronic Clearing Service (ECS/NEFT).

h. Rates quoted by the Contractor should be in accordance with the provisions of Payment of Wages Act 1936 as also the Minimum Wages Act 1948 (Central). **Tenders with quoted rates below the prescribed rates will be rejected.** The rates should be all inclusive.

i. Full particulars of the bank accounts, to which payments will be made, of the tenderers like the bank branch address, IFSC Code, account no and type etc., should be submitted (uploaded).

**4. Documents of Experience** -The tenderer should submit the reports on past performance of his firm/company from his clients and bankers along with the part I of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of Part -I of the tender and his sealed cover containing Part-II of the tender will be returned. The Bank is not bound to assign any reason for rejecting the tender.



**5. Getting information as to nature of work** - The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and may inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and satisfy himself as regards the requirements of the work and his capability to provide the same.

## **6. TERMS AND CONDITIONS**

### **i) Statutory Obligation:**

1. The vendor should obtain necessary contract licence for deploying contract labour, if applicable (as per prevailing contract labour Act 1970) from the central labour commissioner before commencement of the contract.
2. Vendor should have registered under VAT, Service Tax, GST and shall have PAN CARD Number.

**ii) Registration/Licensing** - The successful bidder/contractor shall depute stipulated numbers of cleaning persons and supervisors to render the cleaning services. The successful bidder/contractor shall commence the work only after entering into an agreement with the Bank as detailed below and furnishing to the Bank the following:

- i. Labour License
- ii. Provident Fund Code Number
- iii. E S I Code Number
- iv. Registration Number
- v. List of workers
- vi. GST Registration Number

**iii) Firm Quotation** - The quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. The contractor will be bound to pay in accordance with Central Minimum Wages Act 1948 to the workforce employed by him / them, therefore rate should be quoted accordingly. **Tenders having 'quoted rates' below the minimum wages are bound to be rejected.**

**iv) Payment Clause** - The charges quoted will cover the cost of manpower deployed, material used and machinery/equipments deployed for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers/ caretaker that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc.

**v) Charges to include statutory levies** - The quoted amount of tender in Part-II shall be inclusive of GST, Service Tax, Insurance charges, Work Contract tax, Sales tax, Excise duty, Octroi and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State or Local Authority, as applicable, for which no separate claim shall be made. The cost of cleaning materials/equipment quoted in Part-II of the tender will be compensated by the Bank separately.

**vi) Stamp Duty** - The Contractor shall bear the stamp duty. The contractor has to execute an agreement with the Bank in prescribed format on required non judicial stamp for the work. The agreement shall be executed in duplicate and the Bank shall retain the original copy and the Contractor shall retain the duplicate copy.

**vii) Requirement of Secrecy/Confidentiality Clause** - The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipments etc, which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Contractor's

obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**viii) Disclaimer**

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven(7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex, if any.
- c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned maintenance Contract is entrusted to me/us.

I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender.

Signature and seal of the contractor/s

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



**RESERVE BANK OF INDIA  
HUMAN RESOURCE MANAGEMENT DEPARTMENT  
BHUBANESWAR  
[www.rbi.org.in](http://www.rbi.org.in)**

**Annual Maintenance Contract for daily Cleaning of washrooms/toilets in Main Office Building, Annex building and surrounding areas of RBI, Bhubaneswar**

(The price bid should not be submitted with Technical Bid (Cover-1). It should be submitted at Online Portal under Section- Price Bid/Cover-2)

**E-tender Ref No. RBI/Bhubneswar/HRMD/35/18-19/ET/332**

**PART - II (PRICE BID ONLY)**

**NAME OF THE CONTRACTOR / FIRM: -----**

**ADDRESS: -----**

-----

Date of online submission: May 03, 2019(4:00 PM) to May 31, 2019 (12:00 PM)

Tenderers are requested to fill the rates for staff to be deputed by them to execute the work as per detail given below: -

**PART - II - PRICE BID ONLY**

S. No.	Description	Numbers/ Quantities	Rate per month in INR	Amount per Month in INR
1	Cleaning staff (Male) for cleaning of gents toilets/washrooms at all Floors (for 26 Days)	04		
2	Cleaning staff (Female ) for cleaning of toilets/washrooms at all Floors (for 26 Days)	01		
3	PF Contribution (as applicable)			
4	Employee State Insurance (ESI) premium as applicable			
5	Contractor's Profit / Service Charge (in Rupees Only and Not in %age)			
6	Amount per month in INR (SNo.1 to SNo.5)			
7	Amount per month in INR including GST (SNo.6 plus applicable GST)			
*8	Cost of Cleaning Material			
9	Total Amount per month in INR plus applicable GST ( Total of SNo. 7 + SNo. 8)			

\* The cost of cleaning materials/equipment (Rs ----- per month) will be compensated by the bank separately.

Total Amount per month in words (inclusive of applicable GST):

(Rupees :-----)

Signature of service  
provider/contractor  
With Seal

**Details of Toilets / Washrooms**

<b>S. No</b>	<b>Description</b>	<b>Period</b>
	Daily cleaning of washroom areas which include sweeping/mopping of floors and cleaning of toilets with detergent and phenyl, quality disinfectants, cleaning of wash basins, removing of dusts of walls, ceilings, fans, windows, doors, glass panes, toilet freshner in urinals and latrines etc.	
1	Ground floor-Gents Toilets-WC Indian-2,Urinal-2, Basin-2	Working days-3 times, Saturday-1
	Ladies-EPWC-1 & WC Indian-1, Basin-2	Working days-3 times, Saturday-1
	DAD-Officers' Toilet-EPWC-1,Urinal-1,Basin-1	Working days-3 times, Saturday-1
	PAD officers' Toilet-EPWC-1,Urinal-1, Basin-1	Working days-3 times, Saturday-1
2	1 <sup>st</sup> Floor-Ladies-EPWC-1,WC Indian-1,Basin-1	Working days-3 times, Saturday-1
	Gents-WC Indian-1,Urinal-2,Basin-1	Working days-3 times, Saturday-1
	Officers' Toilet-WC Indian-1,Urinal-1,Basin-1	Working days-3 times, Saturday-1
	DGM,I.D-EPWC-1,Urinal-1,Basin-1	Working days-3 times, Saturday-1
	NCC-EPWC-1,Urinal-2,Basin-2	Working days-3 times, Saturday-1
	Jijnasa –EPWC-1,Urinal-1, Basin-2	On advice of C/T when required or once in a week

3	2 <sup>nd</sup> Floor-R.D's chamber-EPWC-1,Urinal-1,Basin-2	Working days-3 times, Saturday-1
	Ladies-WC Indian-3,Urinal-3,Basin-2	Working days-3 times, Saturday-1
	Gent's Toilet-WC Indian-3,Urinal-3,Basin-2	Working days-3 times, Saturday-1
	Officers' Toilet-WC-1,Urinal-2,Basin-1	Working days-3 times, Saturday-1
4	3 <sup>rd</sup> Floor-Gents-WC Indian-3,Urinal-3,basin-5	Working days-3 times, Saturday-1
	Ladies-WC iNdian-1,EPWC-1,Basin-2	Working days-3 times, Saturday-1
	Officers' Toilets-EPWC_1,Urinal-2,Basin-2	Working days-3 times, Saturday-1
	Board Room-Executive Area-EPWC-2,Urinal-2, Basin-2	On advice of C/T when require or once in a week

#### Annex Building/Surrounding Areas:

Sl. No.	Description	Total Period(weekly)
1	South Gate-WC Indian-1,EPWC-1, Urinal-1,Basin-1	Mon to Saturday 3 times
2	Police Escort Party-WC Indian-2	Mon to Saturday 2 times
3	RBECCS Ltd-WC Indian-2,Basin-1	Mon to Saturday 3 times
4	Dispensary-EPWC-1,Basin-2	Mon to Saturday 3 times
5	ST,SC,Budhist Association-EPWC-1,Urinal-1,Basin-1	Mon to Saturday 3 times
6	Ladies common Room-WC Indian-1,Basin-1	Mon to Saturday 3 times
7	Canteen-WC Indian-1, Urinal-1,Basin-3	Mon to Saturday 3 times
8	Recreation Club-WC Indian-1,Basin-2	Mon to Saturday 3 times
9	Police Barack-WC Indian-6,Urinal-6,basin-6	Mon to Saturday 3 times

Date:

Signature of contractor with seal

Place:

**Draft for ARTICLES OF AGREEMENT**

This Agreement is made at Bhubaneswar, Odisha on the \_\_\_\_\_ day of \_\_\_\_\_ between, M/s \_\_\_\_\_ having its Regd. Office at \_\_\_\_\_ hereinafter called the “**Contractor**” represented by its Director and authorised signatory Shri ..... (Which expression shall mean and include its legal representatives and assignees and successors) of the **ONE PART**.

**AND**

Reserve Bank of India, Pt.J.N.Marg, Bhubaneswar (a statutory body incorporated under the provisions of the Reserve Bank of India Act, 1934 and having its Central Office at Mumbai) hereinafter called the “**Bank**” presently represented by \_\_\_\_\_ (which expression shall include his successors in office and assignees) of the **OTHER PART**

WHEREAS the Bank is desirous to outsource the maintenance work and the daily cleaning of Washrooms/toilets located in non-security areas of Main Office Building, Annex Building and surrounding area of RBI, Bhubaneswar.

AND WHEREAS the Contractor has agreed to execute the said work as per the terms and conditions of the Tender floated in this regard.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.**

The contractor shall perform the daily cleaning of washrooms/toilets located in non-security areas of Main Office Building, Annex Building and surrounding area of RBI Bhubaneswar at a rate of ₹ ..... (Rupees .....only) plus applicable GST per month. The contractor shall also be compensated any increase in minimum wages and increased liability towards contribution to other statutory



requirements like EPF and ESI on account of such increase of wages during the contract period. The cost of cleaning materials/equipment (Rs ----- /- per month) will be compensated by the bank separately. The Contractor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.

1. This agreement will come into effect from **July 01, 2019** and will remain in force up to **June 30, 2020**, as per laid down contractual obligations detailed in Para 2 below, or unless it is terminated as per the terms herein after contained. The contract can be extended further up to two years renewable at annual interval, as per mutual agreement subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company.
2. The Contractor will be required to provide the following services
  - a. Appropriate arrangements for smooth running of cleaning maintenance operations are to be made by contractor through deployment of suitable personnel. The estimated minimum numbers of cleaning/maintenance persons to be deployed will be total 05 persons (04 male and 01 female). The work has to be carried out on all working days (Monday to Friday) including working Saturdays (1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup> Saturday) from 7 am to 10 am, 12 pm to 2 pm, 3 pm to 5.30 pm (three times) on all working days including working Saturdays. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or anytime during the currency of contract.
  - b. The Contractor will be responsible to provide machines, if any, along with all cleaning materials required for the cleaning and maintenance work.

### 3. Scope of Work.

Sweeping, Mopping and Cleaning of Wash Rooms/Toilets and related adjacent areas/space within RBI Main Office Building, Annex Building and surrounding areas which need to be cleaned/maintained by the successful bidder/Contractor.

- a. The Contractor shall engage only skilled and experienced workers for this work.
- b. The Contractor shall be responsible for cleaning of the washrooms/toilets to ensure that the same is spic and span.
- c. Sweeping and Mopping of washrooms and passage in front of washrooms. Mop the floor with disinfectant. Wiping the complete area and keeping it dry.
- d. Sweeping and Mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.
- e. Cleaning of toilet pots, seats/ urinal pots, platform, sink, wash basins, tiles, taps, floor, racks, glass mirrors, hand driers, exhaust fans, etc.
- f. Cleaning of walls and keeping ceilings free from cobwebs, dirt, stains, etc. Removing the cobwebs, stains, dirt from wall, ceiling, pelmet and inaccessible spots.
- g. Cleaning the mirror with glass cleaner and glass cleaning agents.
- h. Cleaning all areas and portions under windows and shelves of the washrooms.
- i. Cleaning of Windows & Doors Glasses internally every day & externally once in three months. (Approachable height)
- j. Cleaning of accessories provided in the wash rooms like Buckets/ mugs/ soap cases, etc.
- k. Washing of toilet floors and tiles with suitable ceramic tiles cleaning chemicals of reputed brand every day. The materials used for such works shall be of high quality and subject to verification by the Bank.

- l. Cleaning of washbasin and W/C from inside and out with specified chemicals and soap of reputed brand twice during their shift and whenever else need arises.
- m. Keeping the passage clean at all times even if it means cleaning repeatedly.
- n. Pick up any litter lying around the washrooms of the Bank premises.
- o. Emptying the trash, clean and replace the dust bin liner
- p. Continuous cleaning, maintenance of hygiene & mopping of floor at all the specified washrooms/ toilets in the RBI need to be done during office hours so that they retain a clean and dry look.
- q. Successful contractor shall make alternative arrangement in the absence/ weekly off/ leave of their regular cleaner deployed at site.
- r. The successful contractor must provide a dedicated mobile phone number of its representative (with active SIM card) in shift in the Bank. This mobile phone will remain with the representative on duty (in shift). The same mobile number will be circulated in the office.
- s. Any damage caused to any of Bank's properties shall be made good by the contractor at their own cost.
- t. The successful contractor shall provide proper uniform with company's name to his workers engaged for this work.
- u. The contractor shall take all actions required to comply with the Contract Labour (Regulation and Abolition) Act 1970 including the latest amendment to the Act. The contractor shall be liable for any penalty by the appropriate authority if there is any contravention to the act.
- v. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve the right to itself to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
- w. If the firm fails in providing the service satisfactorily or if the complaints are kept unattended deliberately for longer period, Bank will constrain to take appropriate action and even termination of the contract by serving one

month notice. Any major complaints, if any, are received from staff then same shall be carried out as directed by Regional Director of the Bank.

- x. The Contractor has to ensure smooth operation of the services as set forth in the Scope of Work and Services. Works have to be carried out in consultation with Bank's Caretaker

**4. Charges to include statutory levies-** The contractor shall perform the maintenance work as mentioned at SI no 1 and SI no 2 at a consolidated sum of Rs. \_\_\_\_\_ plus applicable GST per month, for the period from July 01, 2019 to June 30, 2020. The payment will be made after deduction of all statutory taxes as prescribed from time to time within 15 days from the submission of necessary bills by the contractor. The cost of cleaning materials/equipment (Rs \_\_\_\_\_ per month) will be compensated by the bank separately.

**5. Payment Clause** - The charges quoted will cover the cost of manpower deployed, material used and machinery/equipment's deployed for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers/ caretaker that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc.

**6 Registration/Licensing** - The contractor shall depute stipulated number of cleaning persons and supervisors to render the cleaning services. The contractor shall commence the work only after entering into an agreement with the Bank as detailed below and furnishing to the Bank the following:

- i. Labour License
- ii. Provident Fund Code Number
- iii. E S I Code Number
- iv. Registration Number

v. List of workers

vi. GST Registration Number

**7. Obligation of** - The contractor shall:

a. Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works and comply with provisions of Child Labour (Prohibition and Regulation) Act, 1986.

b. Be responsible for and arrange to bear costs of such equipments as Bank considers necessary for effectively rendering the services required by the Bank.

c. Be responsible and liable for payment of salaries through bank accounts as per Central Minimum Wages Act 1948 and other legal dues to the persons who are employed by him/her for the purposes of rendering the services required by the Bank under this tender. **Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.**

d. Maintain neat, complete and legible registers, records, reports and returns which shall be made available for inspection by various authorities at short notice.

e. Provide information as required in respect of all his employees employed by him/her to enable the bank monitor compliance of P.F., ESI, Rules etc.

f. Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The contractor shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.

- g. Ensure that his/her employees, while in the premises of the Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.
- h. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
- i. Ensure that no employee of the contractor will enter or remain in the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling contractor's obligations and with permission of the Caretaker/security officials.
- j. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- k. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all times while they are working in Bank's premises.
- l. Provide distinct uniform's to his/her employees or agents different from the Bank's employees. The uniform should have logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.
- m. Only able bodied, physically fit, well trained, disciplined and honest personnel preferably between the age of 21 and 45 years shall be deployed. Bank may prescribe frisking of the personnel for security reasons.
- n. Be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against

its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect of the complaint.

o. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

p. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incidence involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

q. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

r. The contractor shall provide a complete and updated list of its employees, who are deployed within the Bank's premises.

s. The contractor shall Comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time.

t. The contractor shall submit a certificate every month along with the invoice of the next month from the second month itself to the effect that the wages to all its staff deployed in RBI have been paid complying with all Govt. Rules and Regulations and according to Minimum Wages Act, 1948. Without this certificate, the bill payment will not be processed. The contractor shall submit to RBI, the proof of depositing employees' contribution towards PF/ ESI/ Salary etc. of each employee on monthly basis. Relevant documents for having made

these payments to all its staff deployed in RBI may be asked by RBI at any time for its verification.

u. The contractor shall along with other relevant particulars arrange to obtain Police Verification Report on character and antecedents of its personnel to be deployed in RBI. A certificate to the effect that Police Verification of all employees deployed in the services of the RBI has been done and are available with the successful contractor, needs to be submitted within one month of coming into effect of contract to RBI. RBI can verify these at any point of time during the continuation of contract.

v. RBI will deduct Income Tax at Source under Section 194-C of Income Tax Act, 1961 at the prevailing rates as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.

**8. The Bank** will not provide accommodation to the cleaning or other staff of the contractor in the Bank's premises.

**9. Bank is not liable for damages** - In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

**10. Applicability of Central Minimum Wages Act** - The contractor shall ensure payment of wages as per Payment of Wages Act 1936 and also Central Minimum Wages Act 1948 to the workmen employed by him/her. He / She shall maintain a register of wages and shall issue a wage slip to every workman employed by him/her and pay wages to its employees through their bank accounts. The register shall be submitted to the Bank for inspection after every payment to the workmen. In addition, he/she has to provide essential amenities like drinking water, first aid facility etc. to its employees as per The Contract Labour (Regulation and Abolition) Act, 1970 (CLRA Act). The contractor has to give undertaking on Non Judicial Stamp Paper of applicable value before the



award of the work that he /she undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him/her for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employee indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

**11. Labour License** - The contractor shall obtain a license as contemplated under Contract Labour Act 1970 or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.

**12. Bank to have no liability** - The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Contractor should follow Standard safety procedure and equipment and ensure that none of his staff suffer any injuries. Any liability on this account will be entirely that of the contractor.

### **13. Bank Guarantee**

a) The successful contractor shall furnish along with the execution of the contract, a Bank Guarantee (BG) of ₹. -----/- (5% of Annual Contract Value including GST) which shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.

b) Failure of the successful tenderer to submit the Bank Guarantee of ₹. -----  
-----/- (Rupees in words -----) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

**14. Renewal of contract** - The contract can be considered for further renewal, after the expiry of one year/contract period, on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.

**15. Agreement for contract** - The successful contractor shall have to execute an Agreement with the Bank in this regard, in duplicate, on receipt of intimation from the Bank of the acceptance of his/her tenders.

**16. Termination of Contract** - Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate the contract by written notice without assigning any reason and without payment of any compensation, if :

a. In the opinion of the Bank (which shall not called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement the contract to the Bank's satisfaction and/or

b. The Contractor commits a breach of any terms and conditions of the contract and/or

c. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligation under the contract and/or

d. There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.

e. The contractor is adjudged an insolvent.

**17.**In the event of termination of the contract for any reason whatsoever, the contractor or persons employed by him or his/her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

**18. Risk & Cost- RBI, Bhubaneswar reserves the right of termination of the contract at any time by giving one month notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by the Bank from his Security deposit or pending bill or by raising a separate claim.**

**19. Arbitration** - If any dispute, difference or question shall, at any time, arise between parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding ,the same shall be referred to sole arbitrator appointed by the Bank. In case the contractor do not agree to such appointment, both the parties will appoint an arbitrator and the arbitrator then will appoint the Presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further all disputes, difference or question, if any, shall be deemed to have arisen at Bhubaneswar.

**20. Stamp Duty** - The Contractor shall bear the stamp duty. The agreement shall be executed in duplicate and the Bank shall retain the original copy and the Contractor shall retain the duplicate copy.

**21. Requirement of Secrecy (Non-Disclosure Clause)** - The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipments etc, which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

I/ We have read the General Information, Scope of Work, Obligations of the Contractor, Terms & Conditions explicitly mentioned above and accept the same while executing the contract, if awarded.

IN THE WITNES THEREOF the parties have hereunto set their respective hands to the original and the duplicate hereto the day and the year first herein above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED Shri \_\_\_\_\_

In the presence of

1.

SIGNED, SEALED AND DELIVERED BY

The within named Reserve Bank of India

By the hands of the Assistant General Manager,

Reserve Bank of India. Bhubaneswar

Shri \_\_\_\_\_ , AGM, HRMD in the presence

1.