



Notice Inviting E-Tender

AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur

Reserve Bank of India, Kanpur invites '**AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur**'. The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

E-Tender No.	RBI/Kanpur/Estate/406/22-23/ET/627
a) Estimated cost	Rs. 24,00,000/- (Rupees Twenty-Four Lakh only) (Including GST @18%)
b) Mode of e-tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c) Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur in trade 'Housekeeping/cleaning' category of works)
d) Date of NIT available to parties to download	02 February 2023 (Thursday) from 05:00 PM
e) Pre-bid meeting (Offline)	13 February 2023 (Monday) at 11:30 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
f) EMD through NEFT and upload the details on the MSTC portal. Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Rs. 48,000/- paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- IV)
g) E-Tender Fees	NIL
h) Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at http://mstcecommerce.com/eprochome/rbi	13 February 2023 (Monday) from 03:00 PM

i) Last date of submission of EMD	23 February 2023 (Thursday) till 03:00 PM
j) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	23 February 2023 (Thursday) till 03:00 PM
k) Date & time of opening of Part-I (i.e., Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	24 February 2023 (Friday) 12:00 PM onwards
l) Validity of the e-tender	90 days from the date of opening of Techno-Commercial bid
m) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As charged by MSTC Ltd.

2. Intending tenderers shall pay a sum of **Rs. 48,000/- (Rupees Forty-Eight Thousand Only)** as earnest money through **NEFT** to Reserve Bank of India, Kanpur.
3. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. E-tenders without EMD will not be accepted under any circumstances.
4. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
5. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Kanpur



ई-निविदा आमंत्रित करने की सूचना

सेवा में,

महोदय/ महोदया,

भारतीय रिज़र्व बैंक के कर्मचारी आवास किदवई नगर में दैनिक साफ सफाई और रखरखाव कार्य हेतु वार्षिक अनुरक्षण अनुबंध

भारतीय रिज़र्व बैंक, कानपुर 'भारतीय रिज़र्व बैंक के कर्मचारी आवास किदवई नगर में दैनिक साफ सफाई और रखरखाव कार्य हेतु वार्षिक अनुरक्षण अनुबंध' हेतु ई-निविदा आमंत्रित करता है। ई-निविदा की प्रक्रिया एमएसटीसी लि० के ई-निविदा पोर्टल (<http://mstcecommerce.com/eprochome/rbi>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/ एजेंसियों/ फर्मों को ई-निविदा प्रक्रिया में भाग लेने के लिए ऊपर उल्लिखित वेबसाइट के माध्यम से एमएसटीसी लि. में पंजीकरण करना होगा। ई-निविदा की समय-सारणी निम्नानुसार है:

ई-निविदा सं.	RBI/Kanpur/Estate/406/22-23/ET/627
क) अनुमानित लागत	रु. 24,00,000/- (रुपये चौबीस लाख मात्र) (18% की दर से जीएसटी सहित)
ख) ई-निविदा का तरीका	ई-प्रोक्योरमेंट प्रणाली (www.mstcecommerce.com/eprochome/rbi) के माध्यम से ऑन-लाइन भाग I - टेक्नो-कमर्शियल बोली और भाग II - मूल्य बोली)
ग) ई-निविदा का प्रकार	सीमित (केवल उन्हीं फर्मों के लिए जो हाउसकीपिंग संबंधित कार्यों हेतु भा.रि.बैं., कानपुर में सूचीबद्ध हैं)
घ) डाउनलोड हेतु पक्षकारों के लिए उपलब्ध एनआईटी की तिथि	02 फरवरी 2023 (गुरुवार) अपराह्न 5.00 बजे से
ङ) बोली- पूर्व बैठक (ऑफलाइन)	13 फरवरी 2023 (सोमवार) पूर्वाह्न 11.30 बजे स्थान: संपदा विभाग, द्वितीय तल, भारतीय रिज़र्व बैंक, माल रोड, कानपुर, उत्तर प्रदेश- 208001
च) बयाना जमा राशि एनईएफटी के माध्यम से प्रस्तुत करना और उसका विवरण एम एस टी सी पोर्टल पर अपलोड करना। साथ ही, लेन-देन का विवरण (यू टी आर संख्या) estatekanpur@rbi.org.in को भेजी जाएं।	रु. 48,000/- (रुपये अड़तालीस हजार मात्र) खाता सं. 186003001, IFSC- RBIS0KNPA01 में एनईएफटी/नेट बैंकिंग (देखें अनुबंध-IV) के माध्यम से।
छ) ई-निविदा शुल्क	शून्य

ज) वेबसाइट http://mstcecommerce.com/eprochome/rbi पर ऑनलाइन टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि	13 फरवरी 2023 (सोमवार) अपराह्न 03.00 बजे से
झ) ईएमडी प्रस्तुत करने की अंतिम तिथि	23 फरवरी 2023 (गुरुवार) अपराह्न 03.00 बजे तक
ञ) टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	23 फरवरी 2023 (गुरुवार) अपराह्न 03.00 बजे तक
ट) भाग-I (अर्थात टेक्नो-कमर्शियल बोली) के खुलने की तिथि और समय भाग-II अर्थात मूल्य बोली के खुलने की तिथि की सूचना अलग से दी जाएगी।	24 फरवरी 2023 (शुक्रवार) अपराह्न 12.00 बजे से
ठ) ई-निविदा की वैधता	टेक्नो-कमर्शियल बोली के खुलने की तिथि से 90 दिनों तक
ड) लेन-देन शुल्क (अप्रतिदेय) (ई-निविदा में भाग लेने के लिए एमएसटीसी ई-पेमेंट गेटवे के माध्यम से निविदाकर्ताओं द्वारा एमएसटीसी को अलग से प्रस्तुत किया जाना है)	एमएसटीसी लिमिटेड द्वारा तय लेनदेन शुल्क राशि

- इच्छुक निविदाकर्ता भारतीय रिज़र्व बैंक, कानपुर को ₹48,000/- (रुपये अड़तालीस हजार मात्र) की बयाना राशि एनईएफटी के माध्यम से भुगतान करेंगे।
- आवेदन करने के इच्छुक आवेदकों को अपेक्षित पात्रता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और उनके ऐसा करने में विफल रहने की दशा में बैंक के पास उनकी बोली को अस्वीकार करने का अधिकार सुरक्षित है। बयाना जमा राशि के बिना ई-निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी।
- बैंक सबसे कम बोली की निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण रूप से अथवा आंशिक रूप से स्वीकार करने का अधिकार उसके पास सुरक्षित है। बैंक के पास यह भी अधिकार सुरक्षित है कि वह बगैर कोई कारण बताए सभी निविदाओं को अस्वीकार कर सकता है।
- यदि निविदा के संबंध में भविष्य में कोई संशोधन/ शुद्धिपत्र जारी किया जाता है, तो उसे उपरोक्तानुसार केवल भारतीय रिज़र्व बैंक की वेबसाइट और एमएसटीसी की वेबसाइट पर अधिसूचित किया जाएगा और उसे समाचार-पत्र में प्रकाशित नहीं किया जाएगा।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
कानपुर



Notice Inviting E-Tender

To,

Dear Sir / Madam,

AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur

Reserve Bank of India, Kanpur invites '**AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur**'. The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

E-Tender No.	RBI/Kanpur/Estate/406/22-23/ET/627
a) Estimated cost	Rs. 24,00,000/- (Rupees Twenty-Four Lakh only) (Including GST @18%)
b) Mode of e-tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi
c) Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur in trade 'Housekeeping/cleaning' category of works)
d) Date of NIT available to parties to download	02 February 2023 (Thursday) from 05:00 PM
e) Pre-bid meeting (Offline)	13 February 2023 (Monday) at 11:30 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
f) EMD through NEFT and upload the details on the MSTC portal . Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Rs. 48,000/- paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- IV)
g) E-Tender Fees	NIL

h) Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at http://mstcecommerce.com/eprochome/rbi	13 February 2023 (Monday) from 03:00 PM
i) Last date of submission of EMD	23 February 2023 (Thursday) till 03:00 PM
j) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	23 February 2023 (Thursday) till 03:00 PM
k) Date & time of opening of Part-I (i.e., Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	24 February 2023 (Friday) 12:00 PM onwards
l) Validity of the e-tender	90 days from the date of opening of Techno-Commercial bid
m) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As charged by MSTC Ltd.

2. Intending tenderers shall pay a sum of **Rs. 48,000/- (Rupees Forty-Eight Thousand Only)** as earnest money through **NEFT** to Reserve Bank of India, Kanpur.
3. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. E-tenders without EMD will not be accepted under any circumstances.
4. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
5. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Kanpur



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

Terms and conditions and Technical Specifications

**E-Tender
For**

**AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI
Kanpur**

RBI/Kanpur/Estate/406/22-23/ET/627

Issued to: _____

	Activity	Date
1	Pre-Bid Meeting	13 February 2023 (Monday) at 11:30 AM
2	Due date for submission of Tender	23 February 2023 (Thursday) till 03:00 PM

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DISCLAIMER

Reserve Bank of India, Estate Department, Kanpur, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the AMC or to change the configuration of the AMC, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

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Form of E-Tender

To,
Regional Director
Reserve Bank of India,
Estate Department,
Kanpur

Madam/Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the e-tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates quoted as per the schedule of quantities and in all respects with the specifications and instructions in writing referred to in conditions of e-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.

MEMORANDUM

S. No	E-Tender No	RBI/Kanpur/Estate/406/22-23/ET/627
1	Estimated cost	Rs. 24,00,000/- (Rupees Twenty-Four Lakh only) (Including GST @18%)
2	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
3	Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur in trade 'Housekeeping/cleaning' category of works)
4	Date of NIT available to parties to download	02 February 2023 (Thursday) from 05:00 PM
5	Pre-Bid meeting (Offline)	13 February 2023 (Monday) at 11:30 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
6	f) EMD through NEFT and upload the details on the MSTC portal. Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Rs. 48,000/- paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- IV)
7	Security Deposit	On award of contract, the successful bidder shall submit Performance Bank Guarantee an amount equivalent to 5% per annum of contract

		value valid for the entire period/validity of contract (i.e., 03 years) from any scheduled bank in the format (Annexure-VII) given in the tender for due fulfillment of the contractual obligations by the contractor within 15 days.
8	E-Tender Fees	NIL
9	Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at http://mstcecommerce.com/eprocho me/rbi	13 February 2023 (Monday) from 03:00 PM
10	Last date of submission of EMD	23 February 2023 (Thursday) till 03:00 PM
11	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	23 February 2023 (Thursday) till 03:00 PM
12	Date & time of opening of Part-I (i.e., Techno-Commercial Bid) Date of opening of Part II i.e., price bid shall be informed separately	24 February 2023 (Friday) 12:00 PM onwards
13	Validity of the e-tender	90 days from the date of opening of Techno-Commercial bid
14	Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As charged by MSTC Ltd.

2. Should this e-tender be accepted, I/We hereby agree to abide by and fulfill 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 and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. **I/We have deposited a sum of Rs. 48,000/- as Earnest Money** with the Reserve Bank of India, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

Yours faithfully,

Place:

(Signature of the bidder with stamp)

Date:

(Name)

Section-I: General Instructions to Contractors and General Terms & Conditions

1	Name of the work:
	AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur
2	Eligibility criteria:
	E-Tender in two parts Part I (Techno-commercial Bid) and Part II (Financial Bid) are invited on www.mstcecommerce.com by the Regional Director, Reserve Bank of India, Kanpur, from empaneled contractors in Estate Department, RBI Kanpur in trade ' <i>Housekeeping/cleaning</i> ' category of works)
2 (a)	The firm should have latest Certificate from ESI Organization as applicable (Registered with). (Scanned copy of Certificate must be uploaded on along with Technical Bid)
2 (b)	The firm should have latest Certificate from EPF Organization as applicable (Registered with). (Scanned copy of Certificate must be uploaded on along with Technical Bid)
2 (c)	The firm should have registered with appropriate authority for GST in services of Uttar Pradesh State. (Scanned copy of Certificate must be uploaded on along with Technical Bid)
2 (d)	Firm shall submit the documentary proof of the same. Firms shall upload scanned copy of the Documents required on www.mstcecommerce.com along with the technical bid.
	General Instructions to Contractors: -
3	The contractors shall ensure to employ persons of proven credibility and contractor will be held responsible for any mischief/untoward incidence that may take place in the Bank's Premises.
4	Bank's decision in all matter of dispute arising on the work shall be final and binding on the contractor.
5	Tools and machinery required, if any, for routine/preventive work shall be provided by the contractor. No extra payment will be made for the same by the Bank.
6	The agreement and documents mentioned herein shall form the basis of this Contract.
7	Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from the day of works order/letter of acceptance as provided for in the said conditions and carry out the maintenance /repair work as specified in the tender.
8	All payments by the Employer under this Contract will be made only at Reserve bank of India, Kanpur on monthly basis against submission of service reports/attendance

	sheet duly signed by Caretaker of the concerned premises.
9	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.
10	Bank will not accept any liability for any mishap/accident caused to their staff while working in the Bank's premises. It is the contractor's responsibility to take insurance to their workers. Also, during the period of carrying out routine maintenance to the Bank's property, the onus of responsibility shall be that of the contractor.
11	For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst as specified in scope of work. In no circumstances, person below 18 years of age should be employed.
12	On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Reserve Bank of India, Kanpur, or his/her nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Reserve Bank of India, Kanpur for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Reserve Bank of India, Kanpur or the officer designated by the Regional Director/Estate Department in this respect from time to time.
13	The Regional Director, Reserve Bank of India, Kanpur or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons deployed by the contractor in order to ensure that persons deployed by him are doing their duties effectively.
14	In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Kanpur in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Kanpur in case any of the aforesaid acts on the part of the said person.
15	In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incurred, he shall without prejudice to any other liability pay to the Regional Director, Reserve Bank of India, Kanpur, a sum as may be claimed by any person/client.
16	There shall be no employer and employee relationship between the Bank and the contractor/persons deployed by him for the purpose of the contract. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Reserve Bank of India, Kanpur and ensure that no

	such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Kanpur either explicitly or implicitly.
17	The contractor shall keep the Reserve Bank of India, Kanpur indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case Reserve Bank of India, Kanpur is made party and is supposed to contest the case, Reserve Bank of India, Kanpur will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to Reserve Bank of India, Kanpur on demand. Further, the contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, Kanpur of any nature whatsoever and shall keep Reserve Bank of India, Kanpur indemnified in this respect.
18	That any loss of official property of Reserve Bank of India, Kanpur due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority. However, Contractor will have the right to appeal to the Regional Director, Reserve Bank of India, Kanpur, whose decision will be final in the matter.
19	The Contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/systems/equipment's etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement, to any third party and will at all times hold the same in strictest confidence. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
20	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 will indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the contractor or the persons deployed by him for the purpose of the contract. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank will be entitled to claim damages and pursue legal remedies. The contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
21	The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (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. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. The Contractor shall be liable for payment of monetary compensation that may be payable to the complainant/victim.

22	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.
23	The contractor is bound to follow all Labours rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of State Government and Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.
24	In all matters of dispute arising at work the Bank's decision shall be final and will be binding on the contractor.
25	That the several parts of this tender have been read by the contractor and fully understood by the contractor.

Place:

(Signature of the bidder with stamp)

Date:

(Name)

Section II: Instructions to Bidders

Reserve Bank of India, Estate Department, Kanpur invites **e-tenders** on www.mstcecommerce.com/eprochome/rbi in two parts from the eligible bidders as mentioned in subsection 1 below. Eligible Bidders to submit a Part I (Techno-commercial bid) and Part II (Financial bid) online.

1. E-TENDER Document

- 1.1. TENDER shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexure) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi.
- 1.2. Bidders are advised to study the E-TENDER documents thoroughly.
- 1.3. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

2. Obtaining of TENDER documents:

- 2.1. The E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi
- 2.2. Interested parties, if they so desire, may contact the Estate Department
- 2.3. Officials on the phone /fax/e-mail indicated in *Subsection 11 of SECTION VI: Important instructions for E-procurement* for further any clarification.

3. Pre-bid Meeting

- 3.1. Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in clause 'e' of Notice Inviting Bid, to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same.

4. Amendment to E-TENDER Document

- 4.1. At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprochome/rbi for information of prospective bidders.
- 4.2. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

5. Preparation of Tender

5.1. Part I / Techno – Commercial bid

- a) All Sections and Annexures are the part of Technical – Commercial bid. **All the sections and annexures must be signed by the Bidders.**
- b) Bidder must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- c) EMD shall be part of Technical – Commercial bid the amount of EMD is indicated in clause 'f' of Notice Inviting Bid.
- d) Bidders must submit all documents for prequalification as listed in Annexure-VI in the tender by uploading scanned copy of all documents on www.mstcecommerce.com/eprochome/rbi

6. Part II /Financial Bid:

- 6.1. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, fuel, oil, uniforms of worker, all other logistic as mentioned in the tender, all taxes (**Inclusive of GST**), charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. as applicable as per rules.
- 6.2. The contractor shall take all insurances at his cost to cover all kinds of risks till **the period of contract** in the joint names of the Bank and the contractor and it shall cover the following risks-
 - a) **Workmen compensation policy for the 06 employees of the contractor at site.**

Note: These policies shall be valid till the completion of the period of contract & in the joint name of RBI and the contractor with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.
- 6.3. The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 6.4. The bidder should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II /Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- 6.5. If any columns of the price schedule are found blank than the tender of the respective Bidders shall be treated as non-responsive and will be summarily rejected by the RBI and further EMD shall be forfeited. However, Bank may also take the review in this matter as per *subsection 1.2 of Section III: Special Condition of the contract*, if required.
- 6.6. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Bidders.

7. Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in **clause 'I' of Notice Inviting Bid**. This period will be further mutually extended, if required.

8. Earnest Money Deposit (EMD):

- 8.1. The Bidder shall provide EMD of Rs. 48,000/- through NEFT to "Reserve Bank of India, Kanpur" by credit to A/c No. 186003001 and IFSC- RBIS0KNPA01.
- 8.2. The Bid Security shall be in form of a NEFT. No interest on Bid Security/EMD shall be paid.
- 8.3. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the RBI.
- 8.4. EMD of unsuccessful Bidders shall be discharged/returned by RBI after award of work to successful bidder.
- 8.5. Bank Guarantee (BG) towards Security Deposit of the Successful Bidder shall be returned to the Bidder after completion of the period of contract, without interest.
- 8.6. EMD of the Successful Bidder shall be returned on submission of BG for security deposit an amount equivalent to 5% of contract value, without interest.

9. The EMD shall be forfeited in the following circumstances:

- 9.1. Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
- 9.2. Bidder left blank the column of the Part II /Financial Bid or submitted multiple financial bids.
- 9.3. If a Bidder withdraws his Bid during the period of Bid Validity, or
- 9.4. The Bidder has been blacklisted by any government agency, PSU and the blacklisting are still in force.
- 9.5. In the case of the Successful Bidder if he fails to complete the work within the prescribed time limit.

10. Procedure for Submission of Bids

It is proposed to have a Two-Part System for this tender.

10.1. Techno – Commercial Bid/Part I consist of following items

- a) Part I/ Techno – Commercial Bid (all sections and annexures) (Part I / Techno – Commercial bid and name of work as mentioned in subsection 1.1 of SECTION-I: General Instructions to Contractors and General Terms & Conditions)” Please note that prices should not be indicated in the Part I/ Techno – Commercial Bid. Techno-Commercial bid may be submitted on www.mstcecommerce.com/eprochome/rbi.
- b) Documentary proof of Pre-qualification as listed in Annexure-VI must be uploaded online on www.mstcecommerce.com/eprochome/rbi
- c) The payment details of EMD shall be attached.
- d) Scanned copies of all pages of duly filled, signed, and stamped Part-1 of the tender should be uploaded in MSTC portal.

10.2. Part II /Financial Bid:

- a) Part II /Financial Bid may be submitted on www.mstcecommerce.com/eprochome/rbi
- b) No conditional/optional quote shall be accepted.
- c) Bidders shall not be permitted to alter or modify their bids after receipt of Bids.

10.3. Receipt of E-Tenders

- a) The e-tender bids will be accepted till the schedule time and date as referred to in refer clause ‘j’ of Notice Inviting Bid. The e-tenders received thereafter shall not be entertained in any circumstances.

10.4. Opening of Part I

- a) The Technical – Commercial bids will be opened on the scheduled time and date as referred to in clause ‘k’ of Notice Inviting Bid at Estate Department, RBI Kanpur. The Bidders or their authorized representatives may be present if they so desire.

10.5. Scrutiny of Part I

- a) The Part I shall be evaluated as per the procedure indicated in special condition of contract (Section III).
- b) After evaluation of the Part I, the short-listed Bidders will be intimated by emails to all the bidders. The decision of the Bank on Part I shall be final and shall not be open for discussion.

11. Opening of Part II /Financial Bid

The Part II of the short-listed bidders will be opened later, and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present if they so desire.

12. Scrutiny of Part II

The Part II shall be evaluated as per the procedure indicated in special condition of contract (section III). Accordingly, Lowest bidder (L1) shall be declared. Bank has Right to vary quantities at the time of placing Order/signing of Contract.

13. Bank's right to accept any Bid and to reject any or all Bids

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected bidder or bidders. The Bank shall not assign any reason for rejection of any or all Bids.

RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- a) In case no Bid is received.
- b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- c) An evidence of a possible collaboration/mischief on part of Bidders, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process
- d) On occurrence of any such event, RBI shall notify all the bidders within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Bidders within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any bidder on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- e) The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- f) The Bank discourages the stipulation of any additional conditions by the bidder.

14. Insurance:

The successful tenderer shall take contractors' all risk policy for the contract value and workmen compensation policy for the workers engaged in the work for the period of initial contract, which will be valid 01st April 2023 to 31st March 2024 (FY 2023-24) and renewable there-after if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. The workmen compensation shall be minimum Rs. 2.0 lakh per person any one accident or occurrences. All the insurance policies shall be in the joint names of the Bank, the Bank's name being the first.

15. Safety Code

- a) First aid appliances, including adequate supply of sterilized dressings and cotton wool shall be maintained in a readily accessible place.
- b) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- c) Suitable and strong single / double scaffolds should be provided for workmen for all works that cannot safely be done from ground.

- d) No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder

16. Non-Disclosure Clause

- a) The contractor shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructures/systems/equipment's etc. which may come to the possession or knowledge of the contractor during the course of discharging its 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 Employer. The contractor shall indemnify the employer for any loss suffered by the employer 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 Employer shall be entitled to claim damages and pursue legal remedies.
- b) The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under the agreement are fully satisfied.
- c) The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- d) In witness whereof the parties hereto have executed this agreement on the above-mentioned date.

17. Sexual Harassment of women at work place

The Contractor / Agency shall comply with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. The Contractor shall be liable for payment of monetary compensation that may be payable to the complainant/victim. 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.

18. CLRA ACT

- a) The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- b) As and when the contractor employs more than 20 workers as contract labour, he/she shall obtain license from competent authority in accordance with the provisions of the CLRA ACT.
- c) That the several parts of this contract have been read and fully understood by the Contractor.

19. Integrity pact: -

Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle.

20. No Corrupt Practice

RBI requires that contractor under this contract observe the highest standard of ethics especially during the currency of the contract. In pursuance of this policy, RBI:

Defines, for the purpose of these provisions, the terms set forth below as follows:

- a) "Corrupt practices" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public and
- b) "Fraudulent practice" means a misrepresentation of fact in order to influence the execution of a contract to the detriment of the Employer and include collusive practice among applicants/bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level and to deprive the Employer of the benefit of free and open competition.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive level; and
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly the person or their property to influence their participation in the procurement process or affect the execution of a contract.
- e) Will reject proposal for award of work if it is determined that the contractor recommended for award has engaged in corrupt or fraudulent practice in completing for the contract in question,
- f) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in completing for, or in executing the contract.

21. Disputes: Settlement of Disputes by Arbitration

- a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final. But if the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree sole arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate presiding arbitrator or umpire.

- b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition, or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
- c) The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator, or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Kanpur.
- d) This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.
- e) All disputes arising shall be subject to the exclusive jurisdiction of competent court at Kanpur.

22. Duty and Discipline

The Agency shall be obliged to comply with the following:

- a) Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Kanpur.
- b) To pay all dues of its employees and keep the Reserve Bank of India, Kanpur absolved and indemnified from any liability in this respect.
- c) To be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation, and discipline towards employees/ officers of Reserve Bank of India, Kanpur, and its representatives.
- d) To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Kanpur notifies.
- e) On expiry of the agreement, the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of Reserve Bank of India, Kanpur so that no liability or obligation devolve on the Reserve Bank of India, Kanpur.

23. Debar/Disqualification

In the event of failure to execute the work, the Bank reserves the right to debar the contractor, its associates, and entities in which it is interested from award of any contract in the Bank. The Bank also reserves its right to debar the contractor who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in the Bank for a period of three years. The Bank shall issue a 10 days' notice to the contractor before debarring the contractor and consider reply, if any, given by the Contractor to such notice. The

decision of the Regional Director shall be final in this regard.

Place: (Signature of the bidder with stamp)

Date: (Name)

Section III: Special Condition of the contract

1. Evaluation of Tender

1.1. Part I (Techno – Commercial Bid):

The Bank would examine and evaluate responsive Techno – Commercial Bids, as per the Bank's requirement. All the qualified Bidders are liable for opening of Part II/ Financial Bid.

1.2. Part II (Financial Bid):

- a) Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Lowest among the bidders will be called L1 bidder. Bank may ask justification/details of the quoted price. However, tenders who are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.
- b) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.
- e) In case of any item rate are not filled / found blank. Bank shall take highest quoted rates among the Bidders for evaluation for such item rates.
- f) However, lowest quoted rates shall be payable to bidder for such item in case the bidder is declared L1 bidder.
- g) If there is any arithmetical error in totalling of individual items, the correct total shall be computed by the Owner and the same shall govern.
- h) In the event of a tie where multiple bidders have, in their financial bids, quoted the same lowest amount, the work will be awarded to the bidder which has the highest Average Annual Turnover in the last three Financial Years, i.e., FY 2019-20, 2020-21 and 2021-22. However, Final decision rests with RBI and shall be binding on all bidders.
- i) The Contractor is expected to quote rate for each item after careful analysis of cost involved for the carrying out the job, considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the tender unless the Bank is convinced about the reasonableness of the rates on scrutinizing the analysis for such rate to be furnished by the tenderer on demand.

2. Execution of agreement/contract:

On receipt of intimation from the Bank of the acceptance of his tender, the successful bidder shall be bound to sign the formal contract within fourteen days thereof. The cost of requisite stamp paper for execution of the agreement shall be borne by the bidder. The format of article of agreement is provided at [Annexure III](#), however, the Bank incorporate additional terms and conditions in the agreement. If the contractor selected fails to sign the formal agreement within

specified period or fails to undertake the work, the letter of intent shall be treated as cancelled.

3. Validity of contract:

The initial contract will be valid from 01st April 2023 to 31st March 2024 (FY 2023-24) and subject to renewal for further period of two years on agreed terms and condition and satisfactory services till the termination of the contract. However, the increase in the payment will be made as per prevailing Minimum wages of Central Government and statutory Taxes (state\Central). No increase in profit and other passive component will be entertained during the period of the contract.

4. Termination for Default

- 4.1. During the period of agreement, the contract may be terminated by Reserve Bank of India, Kanpur by giving one month's notice or on payment of one month's charges in lieu thereof. In case of termination of contract or non-renewal of contract, the contractor shall continue to provide services on same terms and conditions for three months or as advised by the Bank, whichever is earlier. The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part.
 - a) If the Bidder fails to deliver any or all of the items within the time period(s) specified in the Contract; or
 - b) If the Bidder fails to perform any other obligation(s) under the Contract.
- 4.2. On termination of the Contract for default, action will be taken to debar the Bidder from participating in any tender or award of work in the Bank.
- 4.3. In such a situation the Contractor shall not be entitled for any compensation.

5. Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

6. Termination of Contracts by the Bidder

If payment of the amount payable by the Bank under certificate shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Bidder/Bidder to the Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank repudiates the Contract without any reason, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Bidder shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

7. Payment: Minimum Wages, EPF, ESI (as per latest act)

The contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to Reserve Bank of India, Kanpur and shall comply with the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them or amendment time to time. The contractor shall indemnify the Bank

against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the contract.

Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any byelaws or rules framed under or any of these, Reserve Bank of India, Kanpur shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss, or injury, from the contractor's monthly Payment and Security Deposit, if any.

The contractor will raise monthly invoice along with all necessary supporting documents on Reserve Bank of India, Kanpur latest by 05th of the succeeding month. The Reserve Bank of India, Kanpur will deduct Tax at source (TDS) as per applicable rate of tax if found applicable from time to time from the amount payable to the contractor.

The payment to the workmen engaged by the contractor has to be made on or before 05th of every month from RTGS/NEFT.

The Price quoted shall be inclusive of all taxes for the contract periods Wages, EPF, ESIC, extra pay for three days National Holidays (26 Jan, 15 Aug, 2 Oct), Labour Day (May 1), uniforms, boots, insurance etc. The renewal amount will be based on Central Govt. Minimum Wages Act at the time of renewal of the contract on the yearly basis. Contractor has to submit documentary evidence of such increased EPF/ESIC/Wages. **(Inclusive of GST)**.

The Contractor has to submit proof for the difference of wages including National Holidays, Labour Day to the labour as well as monthly contribution of PF, ESI, for payment. However, no additional amount such as contractor's Premium/profit etc. will be paid extra. Said increase shall be paid with Running/ Final Bills without deductions such as TDS as per applicable rate of tax and GST at appropriate rate as applicable.

The requirement is for a total of 06 workers attending the Daily cleaning and maintenance work inside the buildings located in Kidwai Nagar Staff Quarters, RBI Kanpur, in one shift i.e Morning to Evening.

The contractor shall arrange to provide equally competent reliever in case of absence/leave/off etc of the workers deployed, without any cost.

The contractor shall deploy his workers in such a way that they get a weekly rest.

The reference wages for the reimbursement of wage difference of the wages shall be existing minimum wages as detailed below:

Current rates of minimum wages (per day) **w.e.f. 01/10/2022**

un-skilled category of worker : Rs. 711/- per day.

The payment for the 'employer contribution of the PF & ESI, monthly salary' shall be made on monthly basis to the agency/contractor only on receipt of documentary evidence i.e., challan with detailed statement, Bank passbook/account statement of each person deployed, for the purpose of the contract. The employer contribution of the same need to be deposited as detailed below:

- a) P.F. Contribution (12%), admin charges etc. as applicable on actual wage payment for each worker for total manpower.
- b) E.S.I.C. for total manpower **@ 3.25% on actual wage payment for each worker.**
- c) The contractor is required to pay 4 days paid holidays (on 26 Jan, 15 Aug, 2 Oct), Labour Day (May 1).
- d) Wages / EPF calculation is shown at [Annexure II](#).

8. Contractor has to provide the followings at his own cost

8.1. The contractor shall provide two pairs of uniform, shoes at his own cost to the persons deployed for this work and must ensure that the staff deployed for the work wears the uniform, whenever on duty. Furthermore, refer scope of work (Section V of this tender) for any other obligation of the contractor. Reserve Bank of India, Kanpur shall have no liability whatsoever on this account.

9. Penalty: The Contractor must be complying to the specifications/conditions of this tender, statutory obligation of EPF/ESI, failing which, he shall be liable for penalty as specified below to the maximum limit of 10% of the monthly bill amount for each instance.

Category -1: - For Nonpayment of monthly wages on or before 05th of succeeding month a penalty of Rs 500 per day will be recovered for delay.

Category-2: - Recovery of **Rs 1000/-** per man per shift for being absent on duty will be imposed/recovered.

Category-3: - The Contractor has to deposit EPF & ESI as applicable to their staff/personnel regularly as per subsection 7 of Section III: Special Condition of the contract (and [Annexure II: Wage and EPF Statement](#)), failing which recovery / withheld @ 24 % & 3.5 % of wage payment against PF & ESI respectively shall be made from their Bills.

Category-4: - The Contractor shall submit the Bill on or before 05th of the succeeding month failing of which a penalty of Rs 500 per day will be recovered for delay. The Contractor shall also be liable to risk and cost.

Category-5:- A surprise review/ inspection (monthly or more frequent, as decided by the Bank) of the performance/ work of the contractor, quality of Housekeeping works, attendance of staff as per agreement and other aspects mentioned in the tender document, will be conducted by the Bank (it will be also based on feedbacks from Bank's employees / caretakers). Monthly payment to Contractor will be released only if the performance is found to be satisfactory in review/ inspection. In case the housekeeping work rendered is found unsatisfactory or if any other deficiency in service/ performance is found then the Bank may impose a penalty of ₹ 2000/- (Rupees two thousand only) per instance, the amount of penalty may be recovered either from the monthly bill payment or from the security deposit. The decision of the concerned official of the Bank in assessing the quality of service is final and cannot be challenged by the service provider.

Note :- In any case the total penalty at any point of time on account of any or all the categories put together shall not exceed 10% of the total contract value. Once the total penalty reaches this limit, the contract shall be liable for review / rescind as per the provisions of the contract agreement and the decision of Regional Director, Kanpur in this regard shall be final and binding on the contractor

10. Compliance

The contractor shall maintain the documentary evidence of compliance of the extant statutes, rules, orders, etc. in the forms prescribed thereunder. The Bank shall have the right to call for and examine/inspect/verify such documents to satisfy itself of such compliance. The contractor shall furnish such documents to the Bank within reasonable time not exceeding five working days after communication of such requirement is served on the contractor in writing or any other period directed by a court, tribunal, authority etc. whichever is shorter. If the contractor fails to furnish documents complete in all respects, the Bank shall have the right to impose a liquidated damage of Rs. 1,000/- (Rupees One thousand only) per day after expiry of the time permitted for submission of the documents. Any pecuniary loss, liquidated damage, payment etc. incurred/made by the Bank due to non-maintenance by the contractor or on-furnishing of such records by the contractor leading to inability of the Bank to present such records before any court or statutory or administrative authority or municipal body if required to do so by the later,

shall be recovered by the Bank from the Security Deposit or other dues payable or falling payable to the contractor. If the Bank is unable to recover the amount/s fully, the remaining amount shall be recovered as debt due by the contractor to the Bank. The contractor shall indemnify and keep indemnified the Bank, if any proceedings are initiated against the Bank in respect of statutory dues or compliance for which he is responsible. The Bank shall have the right to terminate the contract if the contractor fails to ensure compliance within reasonable time keeping in view the nature and seriousness of such non-compliance.

Place: (Signature of the bidder with stamp)

Date: (Name)

Section IV: Details of Bidders

4.1 Particulars of Firm

S.no.	Particulars	To be filled by Bidder
1.	Composition of the (Whether partnership Proprietorship /Company)	
2.	Names of the proprietor/partners / Directors of the Company	
3.	GST registration with supporting documents If any	
4.	Overall GST rate considered by the firm for rendering above services in the state of Uttar Pradesh	
5.	Address of the Firm	
	Telephone/ mobile	
	E-mail	
	Fax	

4.2 The details of bidder's bank are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by bidder
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

Section V: Scope of work

1. Making available the services of 06 (Six) nos. of unskilled experienced cleaning workers from 7.30 AM to 4.30 P.M. (Including lunch break) for cleaning the below mentioned areas in the Kidwai Nagar residential colony, Kanpur.
 2. The charges quoted shall be for deputing experienced cleaning workers to the properties for 6 working days only in a week.
 3. Cleaning staff should report to the Caretaker of the colony on daily basis.
 4. The charges quoted should mandatorily include minimum wages, EPF/ESIC Employer contribution, providing all types of tools/material/equipment's, **Supply of Dustbin bags 825/- kgs per Quarter** as per the instruction issued by Uttar Pradesh pollution control board and following specification- **U cut handle bag- Black colour- size- 14*28- Material used in bag should be above 51 microns- No of pieces per packet should be 30 pieces per Kg per packet** . Cleaning materials required for carrying out maintenance including garbage collection trolley and equipment's required for the work, incidental charges and contractor's profit and overhead charges like 03 pairs of light blue tshirt and black lower, 01 rubber shoes with socks, 01 nos pair raincoat, 01 full sleeves sweater with woollen monkey cap, 01 pair skintight hand gloves, employee Insurance, etc.
- A.** The scope of services to be rendered under the contract shall broadly include the following items of work:-
- i. Contractors shall be responsible for all works such as sweeping and mopping on daily for all the staircases, ancillary buildings, namely assistant caretaker's office, dispensary, pump house, corridors of buildings block, gym (Including of cleaning the equipments), security guard room and passage in all the buildings and internal roads.
 - ii. Collection of garbage from each flat daily. The collected garbage of all the flats shall be dumped in the Municipal dustbin/garbage disposal place/located by Kanpur Municipal Corporation on daily basis. (fees of local authority for obtaining their permission shall be responsibility of the successful contractor etc.)
 - iii. The passages/verandah and staircases of all the buildings shall weekly be washed with Detergent, Lizol, Phenol and others required cleaning materials. (**As per Annexure VIII enclosed**). The sweeping and mopping shall be carried out in the Morning hours.
 - iv. Removal of the cobwebs from the common area twice in a week.
 - v. Daily cleaning of common lavatories and WC's with Harpic and others cleaning materials.
 - vi. Dusting and cleaning of side walls, ceiling of corridors and stairs once in a week.
 - vii. Cleaning of corridors, passages and lavatories of caretaker's office/Enquiry office and dispensary daily. Cleaning of dispensary shall be carried out as directed by BMO and Caretaker during the dispensary working hours.
 - viii. Clearing the blockage if it happens in the WC's, Bathroom's traps, drains, sewer line, manholes, inspection chambers, gully traps and in any vertical line of C.I. pipes.

- ix. Cleaning of terraces and sunshades once in a Month.
- x. The **Pre-monsoon** cleaning of sunshades, terraces of the buildings, sewer lines, khurrah, open inspection chambers, gully traps shall be carried out once in a Quarter.
- xi. Cleaning of courtyard daily and removal of the unwanted material ie, Birds/Animals waste drops in the colony.
- xii. Cleaning of existing open drains along with compound wall to make it clean and clear for drainage of storm water etc.
- xiii. Workers shall be responsible for sweeping of internal developed Children parks daily.

xiv. Collection and Disposal of garbage from the Colony

Collection and disposal of garbage from the class-III flat, class-IV flat. The collected garbage from all areas shall be dumped in the Municipal dustbin kept by Kanpur Municipal Corporation daily, by any 01 worker out of 06 worker.

The workmen will not be allowed to stay within the premises after working hours.

- A. The water required for the work or workmen can be availed from the available source free of cost. The Contractor has to make his own arrangements to take the water supply to the requisite position.
- B. The electric power required for the work can be drawn from the supply available at site at free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- C. Permission, if any, required from the local bodies shall be obtained by the Contractor at his own cost which **will not be** reimbursed by Bank.
- D. The tenderer may please note that the work has to be carried out in the working hours mentioned above. The rates quoted for each item shall be quoted accordingly.
- E. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- F. The tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the existing occupants during their office hours. Any damage so caused shall be made good at the cost & risk of the tenderer.
- G. Should keep neat & clean housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc from the site at their own cost and the same shall be organized at regular basis.
- H. **The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.**
- I. The contractors also have to subject themselves to the security restrictions imposed by the Bank.

- J. All Material required for cleaning will be supplied by the contractor. Employees (06 nos) provided by Vendor shall be liable to be posted in any properties of the Bank as and when needed without consultation with Vendor.

I/We hereby declare that I/We have read and understood the above instructions/scope of work for the guidance of the tender. I/we hereby agree to abide and fulfill the above terms & conditions/instructions.

Place: (Signature of the bidder with stamp)

Date: (Name)

Section VI: Important instructions for E-procurement

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1.	Process of E-Tender: 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). SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi 1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit. 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender). Contact person (RBI Kanpur): Shri Sahil Pandita, Asst. Manager: 9170301073 (sahilpandita@rbi.org.in) Shri Mukesh Pandey (Manager): 0512- 2304119 (mukeshpandey@rbi.org.in) Contact person (MSTC Ltd): 1. Shri Rohit Kr Singh, Assistant Manager, 0522-4244702 2. Shri Nitin Anand, Manager, 0522-4240445 B) System Requirement: i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under
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	Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi . 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.	Special Note towards Transaction fee: 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. NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
5.	Information about e-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 (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	Bidding in e-tender: - 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. - The process involves Electronic Bidding for submission of Technical and Commercial Bid. - The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event. - 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.

	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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid. f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded. g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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. k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. 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 & conditions for the tender.
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof
11.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 05224244702/05224240445 well in advance and bidders are advised to avoid any last-minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

ANNEXURE I: Important Information:

(a)	Estimate cost of the work	Rs. 24.00 Lakhs per Year. (Including GST @18%)
(b)	EMD through NEFT (upload the details on the MSTC portal). Also, intimate / forward the transaction details (UTR number) to estatekanpur@rbi.org.in	Rs. 48,000/- paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure-IV)
(c)	Security Deposit	On award of contract, the successful bidder shall submit Performance Bank Guarantee an amount equivalent to 5% per annum of contract value valid for the entire period/validity of contract (i.e., 03 years) from any scheduled bank in the format (Annexure-VII) given in the tender for due fulfillment of the contractual obligations by the contractor within 15 days
(d)	E-Tender documents can be downloaded from	www.mstcecommerce.com/eprochome/rbi
(e)	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all Bidders later after scrutiny of Techno – Commercial bids
(f)	Commencement Date	As specified in the work order /Tender/NIT
(g)	Payment condition	Refer subsection 7 of <u>Section III: Special Condition of the contract</u>
(h)	Validity of the tender	90 days from the date of opening of Techno – Commercial bid
(i)	All disputes arising shall be subject to the jurisdiction	Kanpur
(j)	Contact person for communication in Connection with this E-Tender.	Shri Sunil Choudhary, (AM-tech-Civil) +91-9711564668 Email: sunilchoudhary@rbi.org.in Shri Sahil Pandita, Asst.Manager +91-9170301073,

Place:

Signature of the tenderer

Date:

Address:

ANNEXURE II: Wage and EPF Statement

WAGES STATEMENT (A)

S.No.	Category of minimum wages	Nos of days	Wages in Rs.	Gross in Rs.	ESI@0.75 % in Rs.	EPF@12% in Rs	Net Wages (in Rs.)	Remarks
1	2	3	4	5=3x4	6=5x0.75%	7=5x12%	8=5-6-7	9
1	Un-skilled	26	711/-	18,486/-	*139/-	*2,219/-	16,128/-	Per month

(*rounding off to next highest integer in EPF/ESI values)

EPF STATEMENT (B)

S.No.	Category	Nos of days	Wages	Gross	Contribution				***Total EPF in the Employee's Account	Remarks
					Employee's EPF @12%	Employer contribution				
						Employer contribution	Refund of withdrawal D.L.I @1%	Admin Charges @5%		
1	2	3	4	5=3x4	6= 5x12%	7= 5 X 12%	8=5 X 1%	9 = (6+7) X 5%	10 = 6+7	11
1	Un-skilled	26	711/-	18,486/-	2,219/-	2,219/-	185/-	222/-	4,438/-	Per person

Note: -

** Total Pension of individual employee shall be the amount evidence as shown.

*** Total EPF in individual employee shall be the amount evidence as shown.

**** The contractor shall not bind to deposit the part of the employer contribution as calculated above but **he must be liable to deposit the EPF contribution on the amount which is mandatory / approved** (with up-to-date amendment) by the EPF department (Government of India) and shall be released /reimbursed on submission of satisfactory evidence only (i.e., ECR copy of individual employees).

ANNEXURE-III: Articles of Agreement

करारनामा / Articles of Agreement

यह करारनामा वर्ष 2023 के _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, कानपुर जिसका केंद्रीय कार्यालय मुंबई में है (जिसे इसके बाद “बैंक” कहा गया है)

ARTICLES OF AGREEMENT made on the _____ day of _____ month of Year 2023 between the Reserve Bank of India, Kanpur having its Central Office at Mumbai (hereinafter called "The Bank") on the other part.

और / and

मैसर्स _____ (इसके बाद “ठेकेदार” के रूप में संदर्भित) दूसरा पक्ष है, जिसका कार्यालय -

_____ में है, जिसमें जब तक प्रतिकूल संदर्भ और अर्थ न हो, उसके उत्तराधिकारी, प्रतिनिधि, प्रशासक शामिल होंगे, के बीच किया गया है।

M/s _____, having its office _____ at

_____ (hereinafter referred to as the "**Contractor**") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

यह कि ठेकेदार ठेकेदार हाउसकीपिंग संबंधी सेवाएं प्रदान करने का व्यवसाय कर रहा है और ऐसी सेवाएं प्रदान करने का पर्याप्त अनुभव है।

Whereas the contractor is carrying on the business of providing housekeeping services and has adequate experience in such jobs for rendering such services.

और यह कि बैंक अपने दिनांक _____ के पत्र
_____ में यथा निर्दिष्ट उद्देश्य हेतु

ठेकेदार की सेवाएं लेने का इच्छुक है।

And whereas the Bank is desirous of availing services of the contractor for the purpose as indicated in the **letter No**

और यह कि दोनों पक्ष ठेकेदार द्वारा दी जाने वाली उक्त सेवाओं के नियम और शर्तें लिखित रूप में रखने के इच्छुक हैं।

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the contractor.

यह कि नियोक्ता निविदा में दिए गए विनिर्देशों और शर्तों के अनुसार भारतीय रिज़र्व बैंक के कर्मचारी आवास किदवई नगर में दैनिक साफ सफाई और रखरखाव कार्य हेतु वार्षिक अनुरक्षण अनुबंध करने के इच्छुक हैं।

WHEREAS the Employer is desirous of awarding **AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur.** as per specification and conditions mentioned in the tender.

और जबकि ठेकेदार यहाँ आगे निर्धारित शर्तों और संविदा की विशेष शर्तों में निर्धारित शर्तों, कार्य के दायरे और मात्रा-अनुसूची और संविदा की यथा आशोधित और अंततः दोनों पक्षों द्वारा स्वीकृत शर्तों (जिन सबको इसके बाद सामूहिक रूप से “उक्त शर्तें” कहा गया है) पर बैंक की उक्त अपेक्षाओं में प्रदर्शित कार्यों और/अथवा उक्त विनिर्देशनों में वर्णित और मात्रा-अनुसूची में शामिल निर्धारित संबन्धित दरों पर निकली कुल राशि अथवा अन्य ऐसी राशि (जिसे इसके बाद “उक्त संविदा राशि” कहा गया है) जो उसके तहत देय होगी, पर विषयांकित कार्य करने पर सहमत हैं।

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said conditions") the works described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at our such other sum as shall become payable there under(hereinafter referred to as "the said Contract Amount").

अब इसके द्वारा यहाँ उल्लिखित दोनों पक्षों के बीच निम्नानुसार करार किया जाता है :

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

यह करार **01 अप्रैल 2023 से प्रभावी होगा और 31 मार्च 2024 तक** अथवा इसमें निहित शर्तों के अनुसार इसे समाप्त किये जाने की तिथि तक लागू रहेगा।

This agreement will come into effect from **April 01, 2023** and will remain in force up to **March 31, 2024** or unless it is terminated as per the terms herein after contained.

उद्धृत प्रभार रु. _____ (रुपये
_____ मात्र) जिसमें हाउसकीपिंग संबंधी कार्य करने हेतु नियोजित श्रम-शक्ति की लागत शामिल है, का भुगतान इन्वायस प्रस्तुत करने पर मासिक आधार किया जाएगा। । बिल का भुगतान समस्त सांविधिक बकाया राशि/ करों, आदि की कटौती करने के बाद और प्रदत्त सेवाएं संतोषप्रद रहने पर, बैंक के पदाधिकारियों द्वारा विधिवत प्रमाणित किए जाने के बाद किया जाएगा ।

The quoted charges of **Rs. _____/- (Rupees**
_____only) covering the cost of manpower deployed, for

housekeeping works (inside office buildings), shall be payable on monthly basis subject to submission of invoice. The payment will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and also after deducting all statutory dues/taxes, etc.

उपर्युक्त प्रभार दृढ़ हैं और ये श्रमिकों की उपलब्धता की स्थितियों, विनिमय दरों में उतार-चढ़ाव या किसी अन्य स्थिति के अधीन नहीं हैं।

The above charges are firm and not subject to labour availability conditions, exchange variations or any other condition whatsoever.

उपरोक्त प्रभारों में चाहे विद्यमान हो या फिर भविष्य में केंद्र सरकार या किसी राज्य सरकार या किसी स्थानीय प्राधिकरण द्वारा लगाए जाने वाली जीएसटी, ईपीएफ, ईएसआई, बीमा, अन्य कोई कर और शुल्क या लेवी भी शामिल हैं।

The above charges also include GST Tax, Insurance charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or any State Government or any Local Authority.

निविदा में उल्लिखित नियम और शर्तों के अनुसार ठेकेदार नियमित आधार पर सेवाएं प्रदान करने के लिए जिम्मेदार होगा। ठेकेदार या उसके पर्यवेक्षक को बैंक के परिसर का दौरा करना होगा और केयर टेकर या उसके कर्मचारियों के समक्ष मौजूद समस्याओं का समाधान करने के लिए बैंक के अधिकारियों/ इंजीनियरों/ केयर टेकर से सप्ताह में कम से कम एक बार मिलना होगा।

The contractor shall be responsible for providing services on regular basis as per the terms and conditions of the tender. The contractor/supervisor should visit the Bank's premises and meet the Bank's officials/engineers at least once a week to sort out any problems faced by the contractor/staff.

अब निम्नानुसार सहमति प्रकट की जाती है :

NOW IT IS HEREBY AGREED AS FOLLOWS:

2. कार्य का दायरा / Scope of the Work-

1. Making available the services of 06 (Six) nos. of unskilled experienced cleaning workers from 7.30 AM to 4.30 P.M. (Including lunch break) for cleaning the below mentioned areas in the Kidwai Nagar residential colony, Kanpur.
2. The charges quoted shall be for deputing experienced cleaning workers to the properties for 6 working days only in a week.
3. Cleaning staff should report to the Caretaker of the colony on daily basis.
4. The charges quoted should mandatorily include minimum wages, EPF/ESIC Employer contribution, providing all types of tools/material/equipment's, **Supply of Dustbin bags 825/- kgs per Quarter** as per the instruction issued by Uttar Pradesh pollution control board and following specification- **U cut handle bag- Black colour- size- 14*28- Material used in bag should be above 51 microns- No of pieces per packet should be 30 pieces per Kg per packet** . Cleaning materials required for carrying out maintenance including garbage collection trolley and equipment's required for the work, incidental charges and contractor's profit and overhead charges like 03 pairs of light blue tshirt and black lower, 01 rubber shoes with socks, 01 nos pair raincoat, 01 full sleeves sweater with woollen monkey cap, 01 pair skintight hand gloves, employee Insurance, etc.

A. The scope of services to be rendered under the contract shall broadly include the following items of work:-

- i. Contractors shall be responsible for all works such as sweeping and mopping on daily for all the staircases, ancillary buildings, namely assistant caretaker's office, dispensary, pump house, corridors of buildings block, gym (Including of cleaning the equipments), security guard room and passage in all the buildings and internal roads.
- ii. Collection of garbage from each flat daily. The collected garbage of all the flats shall be dumped in the Municipal dustbin/garbage disposal place/located by Kanpur Municipal Corporation on daily basis. (fees of local authority for obtaining their permission shall be responsibility of the successful contractor etc.)
- iii. The passages/verandah and staircases of all the buildings shall weekly be washed with Detergent, Lizol, Phenol and others required cleaning materials. (**As per Annexure VIII enclosed**). The sweeping and mopping shall be carried out in the Morning hours.
- iv. Removal of the cobwebs from the common area twice in a week.
- v. Daily cleaning of common lavatories and WC's with Harpic and others cleaning materials.
- vi. Dusting and cleaning of side walls, ceiling of corridors and stairs once in a week.
- vii. Cleaning of corridors, passages and lavatories of caretaker's office/Enquiry office and dispensary daily. Cleaning of dispensary shall be carried out as directed by BMO and Caretaker during the dispensary working hours.
- viii. Clearing the blockage if it happens in the WC's, Bathroom's traps, drains, sewer line, manholes, inspection chambers, gully traps and in any vertical line of C.I. pipes.
- ix. Cleaning of terraces and sunshades once in a Month.

- x. The **Pre-monsoon** cleaning of sunshades, terraces of the buildings, sewer lines, khurrah, open inspection chambers, gully traps shall be carried out once in a Quarter.
- xi. Cleaning of courtyard daily and removal of the unwanted material ie, Birds/Animals waste drops in the colony.
- xii. Cleaning of existing open drains along with compound wall to make it clean and clear for drainage of storm water etc.
- xiii. Workers shall be responsible for sweeping of internal developed Children parks daily.
- xiv. **Collection and Disposal of garbage from the Colony**
 Collection and disposal of garbage from the class-III flat, class-IV flat. The collected garbage from all areas shall be dumped in the Municipal dustbin kept by Kanpur Municipal Corporation daily, by any 01 worker out of 06 worker.
 The workmen will not be allowed to stay within the premises after working hours.
- A. The water required for the work or workmen can be availed from the available source free of cost. The Contractor has to make his own arrangements to take the water supply to the requisite position.
- B. The electric power required for the work can be drawn from the supply available at site at free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- c. Permission, if any, required from the local bodies shall be obtained by the Contractor at his own cost which **will not be** reimbursed by Bank.
- D. The tenderer may please note that the work has to be carried out in the working hours mentioned above. The rates quoted for each item shall be quoted accordingly.
- E. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- F. The tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the existing occupants during their office hours. Any damage so caused shall be made good at the cost & risk of the e-tender.
- G. Should keep neat & clean housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc from the site at their own cost and the same shall be organized at regular basis.
- H. **The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.**
- I. The contractors also have to subject themselves to the security restrictions imposed by the Bank.
- **All Material required for cleaning will be supplied by the contractor. Employees (06 nos) provided by Vendor shall be liable to be posted in any properties of the Bank as and when needed without consultation with Vendor.**

3. **बीमा/ Insurance** - The Contractor shall take shall take contractors' all risk policy for the contract value workmen compensation policy for the workers engaged in the work for the period of initial contract, which will be valid 01st April 2023 to 31st March 2024 (FY 2023-24) and renewable there-after, if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. The workmen compensation shall be minimum Rs. 2.0 lakh per person any one accident or occurrences. All the insurance policies shall be in the joint names of the Bank, the Bank's name being the first.

4. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, कानपुर में मासिक आधार पर, बैंक के अनुरक्षक द्वारा विधिवत हस्ताक्षरित आवश्यक दस्तावेज़ / उपस्थिति पंजिका प्रस्तुत करने पर किए जाएंगे ।

All payments by the Employer under this Contract will be made only at Reserve bank of India, Kanpur **on monthly basis against submission of necessary documents/attendance sheet duly signed by Caretaker of the Bank.**

5. **हर्जाना/Penalty:** The Contractor must be complying to the specifications/conditions of this tender, statutory obligation of EPF/ESI, failing which, he shall be liable for penalty as specified below to the maximum limit of 10% of the monthly bill amount for each instance.

Category -1: - For Non-payment of monthly wages on or before 05th of succeeding month a penalty of Rs 500 per day will be recovered for delay.

Category-2: - Recovery of Rs 1000/- per man per shift for being absent on duty will be imposed/recovered.

Category-3: - The Contractor has to deposit EPF & ESI as applicable to their staff/personnel regularly as per subsection 7 of Section III: Special Condition of the contract (and **Annexure II:** Wage and EPF Statement), failing which

recovery / withheld @ 24 % & 3.5 % of wage payment against PF & ESI respectively shall be made from their Bills.

Category-4: - The Contractor shall submit the Bill on or before 05th of the succeeding month failing of which a penalty of Rs 500 per day will be recovered for delay. The Contractor shall also be liable to risk and cost.

Category-5:- A surprise review/ inspection (monthly or more frequent, as decided by the Bank) of the performance/ work of the contractor, quality of Housekeeping works, attendance of staff as per agreement and other aspects mentioned in the tender document, will be conducted by the Bank (it will be also based on feedbacks from Bank's employees / caretakers). Monthly payment to Contractor will be released only if the performance is found to be satisfactory in review/ inspection. In case the housekeeping work rendered is found unsatisfactory or if any other deficiency in service/ performance is found then the Bank may impose a penalty of ₹ 2000/- (Rupees two thousand only) per instance, the amount of penalty may be recovered either from the monthly bill payment or from the security deposit. The decision of the concerned official of the Bank in assessing the quality of service is final and cannot be challenged by the service provider.

Note :- In any case the total penalty at any point of time on account of any or all the categories put together shall not exceed 10% of the total contract value. Once the total penalty reaches this limit, the contract shall be liable for review / rescind as per the provisions of the contract agreement and the decision of Regional Director, Kanpur in this regard shall be final and binding on the contractor

6. विवाद: विवाचन द्वारा विवाद का निपटारा

किसी भी प्रकार के विवाद और मतभेद, जो ठेके से या उसके संबंध में या कार्य का निष्पादन करने के संबंध में उत्पन्न हों (चाहे कार्य चालू रहने के दौरान या कार्य पूरा होने के बाद और ठेके के अवसान, ठेका छोड़ देने या संविदा भंग होने पर) उन्हें बैंक को संदर्भित किया जाएगा और बैंक द्वारा उनका निपटाया

जाएगा और बैंक द्वारा निर्णय लिखित रूप में किया जाएगा। ऐसा निर्णय या तो अंतिम प्रमाणपत्र के रूप में होगा या अन्य प्रकार से होगा।

किसी भी अपवादित मामलें में बैंक का निर्णय अंतिम होगा, पर यदि ठेकेदार किसी मामले में असंतुष्ट है, वह 28 दिनों के भीतर एक-दूसरे को लिखित सूचना दे कर कहेंगी कि विवाद के विषयों का विवाचन कराया जाये।

ऐसी लिखित नोटिस में उन विषयों को विनिर्दिष्ट किया जाएगा, जिन पर विवाद है या उस मतभेद को विनिर्दिष्ट किया जाएगा, जिसके लिए नोटिस दी गयी है। यदि दोनों पक्ष सहमत हैं तो एक विवाचक को इस उद्देश्य के लिए नियुक्त किया जाएगा। यदि एक विवाचक की नियुक्ति पर सहमति नहीं बने, तो दोनों पक्ष अपनी ओर से एक व्यक्ति को विवाचक के रूप में नामित करेंगे। पक्षों द्वारा नामित किए गए दोनों मध्यस्थ पीठासीन मध्यस्थ अथवा निर्णायक नामित करेंगे। मध्यस्थ अथवा मध्यस्थगण, जैसी स्थिति हो, के पास किसी प्रमाणपत्र, मत, निर्णय, माँग या नोटिस को खोलने, उसकी समीक्षा करने और उसे संशोधित करने, पूर्ववर्ती खंड में संदर्भित अपेक्षित मामलों के संबंध में उसे सुरक्षित रखने और माध्यस्थम के लिए प्रस्तुत उन सभी विवादास्पद मामलों का विनिश्चय करने की शक्ति होगी जिनकी नोटिस पूर्वोक्त रीति से दी गयी होगी। मध्यस्थ अथवा मध्यस्थगण, जैसी स्थिति हो, ऐसे संदर्भ की तारीख से माध्यस्थम् और सुलह अधिनियम, 1996 के तहत विनिर्दिष्ट अवधि के भीतर अपना निर्णय करेंगे। यदि मध्यस्थता की कार्यवाही के दौरान दोनों पक्ष मामले को आपस में निपटा लेते हैं या अपने विवाद अथवा मतभेद समझौते द्वारा समाप्त कर लेते हैं तो पक्षों द्वारा संयुक्त रूप से समझौता ज्ञापन दायर किए जाने पर मध्यस्थ या मध्यस्थगण, जैसी स्थिति हो, ऐसे निपटारे अथवा समझौते के अनुसार एक निर्णय देंगे। माध्यस्थम अधिकरण की फीस समेत मध्यस्थता की कार्यवाही माध्यस्थम् और सुलह अधिनियम, 1996 के प्रावधानों और उनके तहत बनाए

गए नियमों से अभिशासित होगी। मध्यस्थता का स्थान भारतीय रिज़र्व बैंक, कानपुर होगा।

इस निवेदन को माध्यस्थम् और सुलह अधिनियम, 1996 अथवा उसके किसी सांविधिक संशोधन में अभिप्रेत माध्यस्थम् निवेदन माना जाएगा। मध्यस्थ अथवा मध्यस्थों, जैसी स्थिति हो, का निर्णय अंतिम तथा पक्षों पर बाध्यकारी होगा। इस बात पर सहमति है कि ठेकेदार माध्यस्थम् को संदर्भित किए जा रहे प्रश्न अथवा विवाद से संबंधित कार्य करने में कोई देरी नहीं करेगा, बल्कि पूरी तत्परता के साथ तब तक काम करता रहेगा और बैंक के निर्णय का पालन करता रहेगा जब तक कि मध्यस्थ अथवा मध्यस्थों, जैसी स्थिति हो, का निर्णय नहीं आ जाता। मध्यस्थ या मध्यस्थों, जैसी स्थिति हो, के किसी निर्णय से ठेकेदार कार्य करने के संबंध में बैंक के अनुदेशों के कड़ाई से पालन की अपनी जिम्मेदारी से मुक्त नहीं होंगे। बैंक और ठेकेदार इसके द्वारा इस बात पर भी सहमत हैं कि इस खंड के अंतर्गत विवाचन संविदा के तहत कार्रवाई के किसी भी अधिकार की एक पुरोभाव्य शर्त होगा। सभी विवाद कानपुर स्थित न्यायालय के अनन्य क्षेत्राधिकार के अधीन होंगे।

Disputes: Settlement of Disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise.

The decision of the Bank with respect to any of the excepted matters shall be final. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both

the parties agree sole arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate presiding arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Kanpur.

This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. All disputes

arising shall be subject to the exclusive jurisdiction of competent court at Kanpur.

7. कर्तव्य और अनुशासन - एजेंसी को निम्नलिखित का पालन करना होगा:

भारतीय रिजर्व बैंक, कानपुर के परिसर में किसी भी प्रकार की गैरकानूनी गतिविधि अथवा अनुशासनहीनता करने की अनुमति नहीं है।

अपने कर्मचारियों को सभी प्रकार की बकाया राशि का भुगतान करना और भारतीय रिजर्व बैंक, कानपुर को इस संबंध में किसी प्रकार की देयता से मुक्त और सुरक्षित करना।

अपने कर्मचारियों के व्यवहार, उनके पहनावे और यूनीफार्म के लिए ज़िम्मेदार होना और भारतीय रिजर्व बैंक, कानपुर और उसके प्रतिनिधियों के कर्मचारियों / अधिकारियों के प्रति अच्छे आचरण, सहयोग और अनुशासन को सुनिश्चित करना।

अपने व्यक्ति के विरुद्ध समुचित सुधारात्मक और अनुशासनात्मक कार्रवाई करना जिसके लिए भारतीय रिजर्व बैंक, कानपुर द्वारा सूचित किया जाता है।

करार-समाप्ति पर, एजेंसी अपने कर्मचारियों को सभी सांविधिक भुगतान करने एवं अन्य सभी सांविधिक दायित्व और उत्तरदायित्व के लिए ज़िम्मेदार होगी और भारतीय रिजर्व बैंक, कानपुर के पक्ष में समुचित डिस्चार्ज प्राप्त करेगी ताकि भारतीय रिजर्व बैंक, कानपुर पर कोई देयता अथवा बाध्यता न बन सके।

Duty and Discipline - The Agency shall be obliged to comply with the following:

Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India, Kanpur. To pay all dues of its employees and keep the Reserve Bank of India, Kanpur absolved and indemnified from any liability in this respect.

To be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation and

discipline towards Employees / Officers of Reserve Bank of India, Kanpur and its representatives.

To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, Kanpur notifies.

On expiry of the agreement, the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of Reserve Bank of India, Kanpur so that no liability or obligation devolve on the Reserve Bank of India, Kanpur.

8. प्रतिबंधित करना / अनर्ह करना - कार्य निष्पादित न कर पाने की स्थिति में, बैंक के पास ठेकेदार, उसके एसोशिएट्स और संस्थाओं जिसमें वह बैंक में किसी भी संविदा को लेने की रुचि रखता है, को प्रतिबंधित करने का अधिकार सुरक्षित है। बैंक के पास यह भी अधिकार सुरक्षित है कि वह इस संविदा के तहत संविदागत कर्तव्यों को पूरा करने में विफल होने की स्थिति में ठेकेदार पर तीन वर्ष की अवधि के लिए बैंक में किसी भी कार्य अथवा किसी भी निविदा में भाग लेने पर प्रतिबंध लगा सकता है। बैंक ठेकेदार को प्रतिबंधित करने से पूर्व 10 दिनों का नोटिस जारी करेगा और इस नोटिस पर ठेकेदार द्वारा दिए गए उत्तर पर विचार करेगा। इस संबंध में क्षेत्रीय निदेशक का निर्णय अंतिम होगा और पक्षकारों को मानना होगा।

Debar/Disqualification - In the event of failure to execute the work, the Bank reserves the right to debar the contractor, its associates and entities in which it is interested from award of any contract in the Bank. The Bank also reserves its right to debar the contractor who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in the Bank for a period of three years. The Bank shall issue a 10 days' notice to the contractor before debarring the contractor and **consider reply, if any**, given by the Contractor to such notice. The decision of the Regional Director shall be final in this regard.

9. **अनुपालन** - ठेकेदार को इसमें उल्लिखित मौजूदा विधान, नियमों, आदेशों इत्यादि के अनुपालन संबंधी दस्तावेजी साक्ष्य रखने होंगे। अनुपालन संबंधी ऐसे दस्तावेजों की मांग और जांच/निरीक्षण/सत्यापन करने का अधिकार बैंक को होगा। ऐसे दस्तावेजों को ठेकेदार से लिखित रूप में मांगने की तारीख से उचित समय जो कि पांच कार्यदिवसों से अधिक न हो अथवा किसी न्यायालय, ट्रिब्यूनल, प्राधिकरण इत्यादि द्वारा निर्देशित अवधि, जो भी कम हो, के भीतर उसे बैंक को प्रस्तुत करना होगा। यदि ठेकेदार सभी मामलों में पूरे दस्तावेज प्रस्तुत करने में विफल रहता है तो बैंक को यह अधिकार होगा कि वह दस्तावेज प्रस्तुत करने के लिए दी गई समय-सीमा के बाद ठेकेदार पर प्रति दिन के लिए रु.1,000 / - (एक हजार रुपये मात्र) की परिनिर्धारित हर्जाने के लिए दंड लगाए। ठेकेदार द्वारा रखरखाव न करने अथवा ठेकेदार द्वारा ऐसे अभिलेख न देने से बैंक उन्हें अदालत या सांविधिक या प्रशासनिक प्राधिकरण या नगरपालिका के समक्ष प्रस्तुत न कर पाने की वजह से बैंक को हुए आर्थिक नुकसान, परिनिर्धारित हर्जाना, बैंक द्वारा किया गया भुगतान इत्यादि की भरपाई प्रतिभूति जमा अथवा ठेकेदार को देय अथवा अन्य बकाया राशि से बैंक वसूल करेगा। यदि बैंक पूरी राशि वसूल करने में असमर्थ है, तो वह इस शेष राशि को ठेकेदार द्वारा देय ऋण के रूप में वसूल करेगा। यदि किसी प्रकार की सांविधिक बकाया अथवा अनुपालन जिसके लिए ठेकेदार जिम्मेवार है, के संबंध में बैंक के विरुद्ध कोई कार्यवाही की जाती है, तो ठेकेदार उसकी क्षतिपूर्ति करेगा और कार्यवाई जारी रहने तक क्षतिपूर्ति करता रहेगा। इस प्रकार के गैर-अनुपालन के स्वरूप और गंभीरता को ध्यान में रखते हुए, बैंक को यह अधिकार है कि यदि ठेकेदार उचित समय के भीतर अनुपालन सुनिश्चित करने में विफल रहता है तो बैंक इस करार को समाप्त कर देगा।

Compliance - The Contractor shall maintain the documentary evidence of compliance of the extant statutes, rules, orders, etc. in the forms prescribed thereunder. The Bank shall have the right to call for and examine/inspect/verify such documents to satisfy itself of such compliance. The contractor shall furnish such

documents to the Bank within reasonable time not exceeding five working days after communication of such requirement is served on the contractor in writing or any other period directed by a court, tribunal, authority etc. whichever is shorter. If the contractor fails to furnish documents complete in all respects, the Bank shall have the right to impose a liquidated damage of Rs. 1,000/- (Rupees One thousand only) per day after expiry of the time permitted for submission of the documents. Any pecuniary loss, liquidated damage, payment etc. incurred/made by the Bank due to non-maintenance by the contractor or on-furnishing of such records by the contractor leading to inability of the Bank to present such records before any court or statutory or administrative authority or municipal body if required to do so by the later, shall be recovered by the Bank from the Security Deposit or other dues payable or falling payable to the contractor. If the Bank is unable to recover the amount/s fully, the remaining amount shall be recovered as debt due by the contractor to the Bank. The contractor shall indemnify and keep indemnified the Bank, if any proceedings are initiated against the Bank in respect of statutory dues or compliance for which he is responsible. The Bank shall have the right to terminate the contract if the contractor fails to ensure compliance within reasonable time keeping in view the nature and seriousness of such non-compliance.

इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे कानपुर में उत्पन्न हुए हैं और वे केवल कानपुर स्थित न्यायाधिकरण के अधीन निर्णीत होंगे।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.

ठेकेदार दिए गए कार्य को निष्पादित कराने के लिए शारीरिक और चिकित्सीय रूप से स्वस्थ लोगों को नियोजित करेगा। ठेकेदार यह सुनिश्चित करेगा कि लोग समय-पाबंद और अनुशासित हों और अपने कार्य के निष्पादन में सतर्क रहें।

For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

दी गई जिम्मेदारी को ग्रहण करने के बाद, ठेकेदार प्रणाली तैयार करेगा और क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर, अथवा उनके द्वारा नामित किए गए अधिकारी के परामर्श से अपने कर्मियों को कार्य विधिवत आबंटित करेगा। इसके बाद, ठेकेदार सौंपे गए कार्य का समय-समय पर समीक्षा करेगा और अपनी प्रणाली को और आगे संगत बनाने के लिए क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर को सूचित करेगा। क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर अथवा इस संबंध में समय-समय पर क्षेत्रीय निदेश द्वारा पदनामित अधिकारी द्वारा ठेकेदार को दिए गए निदेश/ अनुदेश उसके लिए बाध्यकारी होंगे और उसे उनका पालन करना होगा।

On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Regional Director, Reserve Bank of India, Kanpur, or his/her nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Regional Director, Reserve Bank of India, Kanpur for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Regional Director, Reserve Bank of India, Kanpur or the officer designated by the Regional Director in this respect from time to time.

भारतीय रिज़र्व बैंक, कानपुर के क्षेत्रीय निदेशक अथवा उनके द्वारा अधिकृत कोई भी व्यक्ति ठेकेदार द्वारा नियोजित व्यक्तियों की इस आशय की औचक जाँच कर सकता है कि क्या उनके द्वारा नियोजित व्यक्तियों द्वारा अपने कर्तव्यों का ठीक से पालन किया जा रहा है।

The Regional Director, Reserve Bank of India, Kanpur or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons deployed by the contractor in order to ensure that persons deployed by him are doing their duties effectively.

यदि ठेकेदार द्वारा नियोजित कोई भी व्यक्ति ठीक तरह से काम नहीं करता है अथवा अपने दायित्वों का सम्यक निर्वहन नहीं करता है अथवा दुर्व्यवहार

करता है या किसी गैर-कानूनी गतिविधि में शामिल होता है अथवा आचरण ठीक नहीं है तो ऐसे व्यक्ति को ठेकेदार को तुरंत हटाना होगा और इस संबंध में उसके विरुद्ध क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर के कथनानुसार उचित कार्रवाई करनी होगी। इसके अतिरिक्त क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर की मांग पर ऐसे व्यक्ति की जगह तुरंत दूसरा व्यक्ति रखना होगा।

In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Kanpur in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Kanpur in case any of the aforesaid acts on the part of the said person.

ठेकेदार क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर अथवा सुरक्षा अधिकारी/ अधिकारियों अथवा क्षेत्रीय निदेशक द्वारा पदनामित किसी अन्य अधिकारी के परामर्श से उसे सौंपे गए कार्य को बड़ी सावधानी और तत्परता से निष्पादित करेगा।

The Contractor shall carefully and diligently perform the work assigned to him in consultation with the Regional Director, Reserve Bank of India, Kanpur or Security Officer/s or any other Officer designated by the Regional Director.

ठेकेदार अपने लोगों को इस तरह से काम पर लगाएगा कि उन्हें साप्ताहिक अवकाश मिल सके। कार्य दिवस के घंटे /अवकाश, जिस हेतु उनसे काम लिया गया है, दुकान और प्रतिष्ठान अधिनियम के संबंधित प्रावधानों के अनुसार होना चाहिए। ठेकेदार को अपने साथ काम पर लगाए गए व्यक्तियों के त्योहारों, छुट्टी के दिनों और धार्मिक या अन्य परंपराओं का सम्मान करना होगा। ठेकेदार द्वारा किसी प्रकार की चूक अथवा श्रम कानून, जिसमें ठेका श्रम (विनियमन और उत्सादन) अधिनियम, 1970 के समय-समय पर यथा संशोधित प्रावधान अथवा लागू कथित नियम और विनियमन के अंतर्गत किसी प्रकार की जानकारी प्रस्तुत करना अथवा विवरण प्रस्तुत या फाइल करना शामिल है, के किसी भी प्रावधान का उल्लंघन करने वाले पर वह क्षेत्रीय

निदेशक, भारतीय रिज़र्व बैंक, कानपुर को किसी अन्य देयता के भुगतान पर प्रतिकूल प्रभाव डाले बिना किसी भी व्यक्ति / ग्राहक द्वारा मामले के अनुसार राशि का दावा किया जा सकता है।

The Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of the Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment should have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which **is materially incurred**, he shall without prejudice to any other liability pay to the Regional Director, Reserve Bank of India, Kanpur, a sum as may be claimed by any person/client.

करार के उद्देश्य हेतु बैंक और ठेकेदार / उसके द्वारा लगाए व्यक्तियों के बीच कोई नियोक्ता और कर्मचारी का संबंध नहीं होगा। ठेकेदार को भारतीय रिज़र्व बैंक, कानपुर के परिसर से करार-समाप्ति अथवा करार के अवसान पर उसके द्वारा लगाए गए सभी व्यक्तियों को हटाना होगा और उसे यह सुनिश्चित करना होगा कि इस प्रकार का कोई भी व्यक्ति भारतीय रिज़र्व बैंक, कानपुर में प्रत्यक्ष अथवा अप्रत्यक्ष रूप से किसी प्रकार का व्यवधान/बाधा/समस्या नहीं पैदा करेगा।

There shall be no employer and employee relationship between the Bank and the contractor/persons deployed by him for the purpose of the contract. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Reserve Bank of India, Kanpur and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Reserve Bank of India, Kanpur either explicitly or implicitly.

यदि ठेकेदार के किसी व्यक्ति से कोई नुकसान होता है तो ठेकेदार भारतीय रिज़र्व बैंक, कानपुर को सभी दावों की क्षतिपूर्ति करेगा, यदि ठेकेदार के किसी व्यक्ति द्वारा कोई विवाद पैदा किया जाता है तो उसे सुलझाने की प्राथमिक

जिम्मेदारी ठेकेदार की होगी। यदि ऐसे मामलों में भारतीय रिज़र्व बैंक, कानपुर को पक्ष बनाया जाता है और मामले में लड़ना पड़ता है, तो ठेकेदार भारतीय रिज़र्व बैंक, कानपुर को वास्तविक आधार पर परामर्श शुल्क और अन्य खर्चों की प्रतिपूर्ति करेगा, जिसे भारतीय रिज़र्व बैंक, कानपुर द्वारा मांगने पर अग्रिम रूप से देना होगा। इसके अलावा, ठेकेदार को यह सुनिश्चित करना होगा कि किसी भी प्रकार की वित्तीय अथवा कोई अन्य देयता भारतीय रिज़र्व बैंक, कानपुर पर नहीं आएगी है और ठेकेदार भारतीय रिज़र्व बैंक, कानपुर को क्षतिपूर्ति करता रहेगा।

The Contractor shall keep the Reserve Bank of India, Kanpur indemnified against all claims whatsoever in respect of the employees deployed by the contractor, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case Reserve Bank of India, Kanpur is made party and is supposed to contest the case, Reserve Bank of India, Kanpur will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to Reserve Bank of India, Kanpur on demand. Further, the contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, Kanpur of any nature whatsoever and shall keep Reserve Bank of India, Kanpur indemnified in this respect.

यह कि ठेकेदार के व्यक्ति की लापरवाही के कारण भारतीय रिज़र्व बैंक, कानपुर की आधिकारिक संपत्ति के नुकसान की भरपाई ठेकेदार से वसूल की जाएगी और इसे ठेकेदार को समुचित नोटिस देने के बाद ही किया जाएगा। इस संबंध में निर्णय सक्षम प्राधिकारी द्वारा लिया जाएगा। तथापि, ठेकेदार को यह अधिकार है कि वह क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर से अपील कर सकता है, जिसका निर्णय इस मामले में अंतिम होगा।

That any loss of official property of Reserve Bank of India, Kanpur due to negligence of personnel so deployed will be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority. However, Contractor will have the right to appeal to the Regional Director, Reserve Bank of India, Kanpur, whose decision will be final in the matter.

ठेकेदार को यह सुनिश्चित करना होगा कि उसके द्वारा लगाए व्यक्ति बैंक के नामित अधिकारियों द्वारा हस्ताक्षरित गेट पास के बिना क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कानपुर की किसी संपत्ति, विद्युत उपकरणों को परिसर से बाहर नहीं ले जाते हैं।

The Contractor shall ensure that the persons so deployed do not allow any property of the Regional Director, Reserve Bank of India, Kanpur related to above mention work to be taken out of the premises without a Gate Pass signed by the designated officials of the Bank.

भारतीय रिज़र्व बैंक, कानपुर द्वारा कोई आवास सुविधा अथवा चिकित्सा सुविधा नहीं प्रदान की जाएगी।

No accommodation facility or medical facility will be provided by Reserve Bank of India, Kanpur.

10. **ठेकेदार/एजेंसी कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013** के पूर्ण अनुपालन हेतु पूरी तरह से जिम्मेदार होगा/होगी। यदि उसके कर्मचारी के विरुद्ध बैंक परिसर में यौन उत्पीड़न की कोई शिकायत आती है तो ऐसी शिकायत ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के पास दर्ज करायी जायेगी और ठेकेदार/एजेंसी यह सुनिश्चित करेगा/करेगी कि शिकायत के मामले में उक्त अधिनियम के तहत यथोचित कार्रवाई की जाए। कार्यस्थल पर यौन उत्पीड़न और संबंधित मामलों की रोकथाम के संबंध में अपने कर्मचारियों/व्यक्तियों को शिक्षित करने की जिम्मेदारी ठेकेदार की होगी। ठेकेदार शिकायतकर्ता / पीड़ित व्यक्ति को मौद्रिक क्षतिपूर्ति का भुगतान करने के लिए बाध्य होगा। यदि बैंक के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत ठेकेदार के किसी पीड़ित कर्मचारी/व्यक्ति से प्राप्त होती है, तो उस पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

The Contractor / Agency shall comply with the provisions of **“The Sexual Harassment of women at work place (Prevention,**

Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. The Contractor shall be liable for payment of monetary compensation that may be payable to the complainant/victim. 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.

11. **गैर प्रकटीकरण खंड** - ठेकेदार और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ प्रणाली/ उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। ठेकेदार करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। ठेकेदार नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु ठेकेदार द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

ठेकेदार अपने कर्मचारियों के मामले में वे सभी उचित कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का पूर्ण अनुपालन हो।

अप्रकटीकरण और गोपनीयता संबंधी ठेकेदार की बाध्यता इस करार की समाप्ति/निरस्तीकरण(चाहे जिस वजह से हो) के उपरांत भी रहेगी।

गवाहों की उपस्थिति में ऊपर उल्लिखित तारीख पर यह करार निष्पादित किया गया।

Non-Disclosure Clause - The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructures/ systems /equipment's etc. which may come to the possession or knowledge of the contractor during the course of discharging its 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 Employer. The contractor shall indemnify the employer for any loss suffered by the employer 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 Employer 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 non-disclosure of confidential information under the 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.

In witness whereof the parties hereto have executed this agreement on the above-mentioned date.

ठेकेदार को राज्य सरकार और केंद्र सरकार के मजदूरी अधिनियम 1936 और

न्यूनतम मजदूरी अधिनियम 1948 में उल्लिखित सभी श्रम नियमों और विनियमों का पालन करना होगा और उसे यह सुनिश्चित करना होगा कि न्यूनतम मजदूरी का भुगतान जो कुल दिनों और / अथवा कार्य के घंटों, जिन्हें सक्षम प्राधिकारी द्वारा समय-समय पर संशोधित किया गया है, पर आधारित होना चाहिए।

The Contractor is bound to follow all Labour rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of State Government and Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority.

कार्य के दौरान उत्पन्न विवादों के सभी मामलों में बैंक का निर्णय अंतिम होगा और ठेकेदार को मानना होगा।

In all matters of dispute arising at work the Bank's decision shall be final and will be binding on the contractor.

इस करार के तमाम हिस्से बोलीकर्ता द्वारा पढ़ लिए गए हैं और पूरी तरह से समझ लिए गए हैं।

That the several parts of this Contract have been read by the contractor and fully understood by the contractor.

गवाहों की उपस्थिति में ऊपर उल्लिखित तारीख पर यह करार निष्पादित किया गया है।

In witness whereof the parties hereto have executed this Agreement on the above-mentioned date.

प्राधिकृत हस्ताक्षरकर्ता / Authorized Signatory भारतीय रिज़र्व बैंक, कानपुर Reserve Bank of India, Kanpur	(फर्म के प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर नीचे फर्म की मुहर लगाएं / Seal of the firm to be affixed Under the Signature of the Authorized Signatory of the Firm)
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गवाह /Witnesses: 01	गवाह / Witnesses: 01
गवाह /Witnesses: 02	गवाह / Witnesses: 02

ANNEXURE- IV Details for NEFT

Details of Bank Account for effecting e-payments towards EMD

Name of the Institution: Reserve Bank of India, Kanpur

Address (in full): Reserve Bank of India,
83/142 M.G Marg,
Kanpur 208001

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Kanpur
2	Account Number	186003001
3	Type of Account (Savings, Current etc.)	Current
4	Name of the Bank	Reserve Bank of India
5	Name of the Branch	Kanpur
6	Address of the Bank	Reserve Bank of India, 83/142 M.G Marg, Kanpur 208001
6	NEFT / IFS Code	RBIS0KNPA01 (where '0' represents zero)
7	Name of the Account	NEFT INWARD

ANNEXURE-V: UTR Transaction details for EMD

S.N.	Particulars	Details
1	Name of the vendor	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

Name & Signature of Bidder

Date: _____

Place: _____

ANNEXURE VI: Check List of documents to be uploaded

(online on MSTC E-Portal while bidding in the E-tender)

S. No.	Prequalification documents	Attached Yes/No	Remarks
1.	E-Tender documents duly filled, signed and stamped		
2.	EMD Proof/Slip of Statement for the payment of EMD enclosed as Annexure V		
3.	The tendering firms should have their own office in Kanpur/Lucknow. Document with Address Proof should be uploaded.		
4.	Copy of PAN		
5.	Proof of Registration with ESI , as applicable		
6.	Proof of Registration with EPF, as applicable		
7.	Proof of CGST/SGST/IGST Registration		
8.	Proof of necessary registration under labour laws		
9.	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in detail should be submitted along with the name(s) and address(es) of the partners/directors, copy of the Articles of Association/Power of Attorney/ any other relevant document.		
10.	Name and address of the bankers.		
11.	Full particulars of their bank accounts, like account No., type, IFSC Code etc. should be given.		

Name & Signature of Bidder

Date: _____

ANNEXURE- VII Proforma of Performance Bank Guarantee

The Regional Director,
Reserve Bank of India
Estate Department,
Kanpur

Place

Date

Dear Sir,

AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur

WHEREAS

Reserve Bank of India Kanpur, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND

Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Bank Guarantee/Security for a total amount of Rs. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs. _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract

NOW THIS GUARANTEE WITNESSETH-

We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____ Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall

AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur

be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____(Rupees _____ only).

We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Bidder.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that –

Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Bidder or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only)

Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only)

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in force up to _____ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of _____ Bank.

Authorized official.

(NB : This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

ANNEXURE- VIII - List of materials of approved brand and manufacture

क्र.सं	सफाई सामान का विवरण	न्यूनतम मात्रा
1	लाइफ ब्यॉय सोप – 125 ग्राम	54 पीस
2	रिन सोप – 250 ग्राम	36 पीस
3	फिनायल (काला)- डॉक्टर ब्रांड	60 लीटर
4	फिनायल (सफेद)- डॉक्टर ब्रांड	30 लीटर
5	निरमा पाउडर (1 किग्रा)	18 पैकेट
6	डेटॉल लिक्विड सोप – 200 मिली (बॉटल)	18 पीस
7	रूम स्प्रे – प्रीमियम -125 ग्राम/ 217 मिली	18 पीस
8	लक्स सोप – 100 ग्राम	36 पीस
9	झंडे वाला पोछा कंप्लीट (24” - UNIQUE)	18 पीस
10	सफाई केमिकल (R-2) (TASKI)	8 लीटर
11	पोछे की लंगोटी - (24” UNIQUE)	18 पीस
12	ओडोनिल (गोल डिब्बी) – 50 ग्राम	36 पीस
13	मारकीन – (महीन, उच्च क्वालिटी)	54 मीटर
14	फलालाईन-लगभग 01 मीटर का टुकड़ा	54 पीस
15	मोटा डस्टर - (मेड इन इंडिया, 100% कॉटन, घना बुना हुआ)	72 पीस
16	फूल झाड़ू (हैवी) – 500 ग्राम	54 पीस
17	बांस झाड़ू (महीन, उच्च क्वालिटी)	108 कि.ग्रा.
18	नारियल झाड़ू	54 पीस
19	हार्पिक गोली – 100 ग्राम	15 पैकेट
20	हार्पिक लिक्विड – 1 लीटर	36 पीस
21	काला हिट – 400 ग्राम/625 मिली	18 पीस
22	कोलिन लिक्विड बॉटल	18 पीस
23	ब्लीचिंग पाउडर – 1 किग्रा	9 पैकेट

24	बाँस की खपाच (30 फीट)	9 पीस
25	लाठी (झाड़ू बनाने हेतु)	18 पीस

Note: यह कुल मात्रा पूरे साल में विभिन्न अंतराल पर कॉलोनी परिसर में सप्लाई की जाएगी

Place:

Signature of Contractor

Date:

Name and Address of Firm



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

UNPRICED BID

**AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff
Quarters, RBI Kanpur**

RBI/Kanpur/Estate/406/22-23/ET/627

Issued to: _____

Reserve Bank of India, Kanpur

AMC for Daily cleaning and maintenance work in Kidwai Nagar Staff Quarters, RBI Kanpur

S.No	Bill of quantities (BOQ)/Description	Qty																																	
1.	• Details of Manpower- For the defined scope of work (see Section V of this tender), manpower requirement is detailed as under: कृपया MSTC पोर्टल पर यह आइटम के लिए Contractor Profit (CP) including GST, cost for insurance and dress को भरें। यह आइटम का कुल सालाना व्यय नीचे दी गयी तालिका के अनुसार किया जाएगा। इस तालिका में CP को (I) से दर्शाया गया है। MSTC पोर्टल ठेकेदार के CP भरने के बाद स्वयं इस आइटम हेतु सालाना व्यय (GST सहित) 'J' calculate कर लेगा। <table border="1"> <thead> <tr> <th>Particulars</th><th>Formula</th><th>Housekeeper (Un-Skilled)</th></tr> </thead> <tbody> <tr> <td>Per day wage (Rs.)</td><td>(A)</td><td>711</td></tr> <tr> <td>Gross Salary for 26 Days</td><td>(B=A*26)</td><td>18,486</td></tr> <tr> <td><u>ESI@3.25% on Gross Salary</u></td><td>(C=B*3.25%)</td><td>600.80</td></tr> <tr> <td><u>EPF@12% on Gross Salary</u></td><td>(D=B*12%)</td><td>2,218.32</td></tr> <tr> <td>Total Monthly expense</td><td>(E=B+C+D.)</td><td>21,305.12</td></tr> <tr> <td>No. of employee</td><td>(F)</td><td>06</td></tr> <tr> <td>Yearly Expense</td><td>(G=E*F*12)</td><td>15,33,968.28</td></tr> <tr> <td>Total Yearly expense for 06 persons (including GST)</td><td>(H=G*1.18)</td><td>18,10,082.57</td></tr> <tr> <td>CP Amount (for 1 year including GST in Rs.) (including cost for insurance and dress)</td><td>(I)</td><td>I</td></tr> <tr> <td>TOTAL amount for this item</td><td>J=H+I</td><td>18,10,082.57 + I (ठेकेदार द्वारा भरे गए CP के आधार पर MSTC यह total स्वयं calculate करेगा।)</td></tr> </tbody> </table> • The quoted rate shall include amount for contractor's profit, other expenses, uniforms, necessary insurance, PF charges etc Note: - No variation in rates shall be entertained during the period of contract. However, hike in the contract amount shall be made only as per the rate of minimum wages issued by office of the "Chief Labour commissioner, Ministry of Labour and Employment, Govt of India". No increase in profit and other passive component will be entertained during the period of the contract.	Particulars	Formula	Housekeeper (Un-Skilled)	Per day wage (Rs.)	(A)	711	Gross Salary for 26 Days	(B=A*26)	18,486	<u>ESI@3.25% on Gross Salary</u>	(C=B*3.25%)	600.80	<u>EPF@12% on Gross Salary</u>	(D=B*12%)	2,218.32	Total Monthly expense	(E=B+C+D.)	21,305.12	No. of employee	(F)	06	Yearly Expense	(G=E*F*12)	15,33,968.28	Total Yearly expense for 06 persons (including GST)	(H=G*1.18)	18,10,082.57	CP Amount (for 1 year including GST in Rs.) (including cost for insurance and dress)	(I)	I	TOTAL amount for this item	J=H+I	18,10,082.57 + I (ठेकेदार द्वारा भरे गए CP के आधार पर MSTC यह total स्वयं calculate करेगा।)	Yearly Amount for CP
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2.	Supply of cleaning material to be used in KNSQ premises as per Annexure - VIII . यह कुल मात्रा पूरे साल में विभिन्न अंतराल पर कॉलोनी परिसर में सप्लाई की जाएगी। अतः दर GST सहित एक साल के लिए अंकित करें।	1 Job																																	
3.	Supply of Dustbin bags 1800 kgs per year as per the instruction issued by Uttar Pradesh pollution control board with following specification- U cut handle bag- Black colour- size- 14*28- Material used in bag should be above 51 microns- No of pieces per packet should be 30 pieces per Kg per packet . यह कुल मात्रा पूरे साल में विभिन्न अंतराल पर कॉलोनी परिसर में सप्लाई की जाएगी। अतः दर GST सहित एक साल के लिए अंकित करें।	1 Job																																	