



**Reserve Bank of India  
Human Resources Management Department  
Patna**

**NOTICE INVITING TENDERS FOR HOUSEKEEPING AND CATERING  
ARRANGEMENTS**

Reserve Bank of India invites e-Tender for Annual Maintenance Contract for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats, Transit Holiday Homes and Medical Flat located in the residential colonies at Bank Road and Rajendranagar, Patna. For more details, please visit "TENDERS" link on our website <https://www.rbi.org.in>. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi/>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process.

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the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Date: 28.08.2020**

**Regional Director  
Patna**



**Reserve Bank of India  
Human Resources Management Department  
Patna**

**Tender for Annual Maintenance Contract for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flat (MF) located at the residential colonies in Rajendranagar and Bank Road, Patna**

**PART I – TECHNO-COMMERCIAL BID**

**Name of the Tenderer:**

**Address:**

<b>Due Date of Submission</b>	<b>September 25, 2020 (up to 03:00 p.m.)</b>
<b>Validity of Tender</b>	<b>Three months from the date of opening of Part 1 of the tender and further extension of validity under mutual agreement</b>

**DISCLAIMER**

Reserve Bank of India, HRMD, Patna has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be in order, 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 and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. 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 Project or to change the configuration of the Project, 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**  
**Human Resources Management Department**  
**Patna**

**NOTICE INVITING TENDER (NIT)**  
**(Only through e-procurement)**

**SCHEDULE OF TENDER (SOT)**

a. Name of the Department	Human Resources Management Department, Reserve Bank of India, Patna
b. e-Tender no:	RBI/Patna/HRMD/21/20-21/ET/102
c. e-Tender name	Annual Maintenance Contract for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats, Transit Holiday Homes and Medical Flat located in the residential colonies at Rajendranagar and Bank Road, Patna
d. Mode of Tender	e-Procurement System Online (Part I - Techno-Commercial Bid and Part II - Financial Bid through <a href="https://www.mstcecommerce.com/eprochome/rbi/">https://www.mstcecommerce.com/eprochome/rbi/</a> )
e. Date of NIT available to the parties to download	<b>August 28, 2020 onwards</b>
f. Estimated value of tender	<b>12,00,000/- (Rupees Twelve Lakhs only) including GST</b>
g. Earnest Money Deposit (EMD)	<b>24,000/- (Twenty-Four Thousand only) by NEFT</b> towards Beneficiary Name: <b>Reserve Bank of India, Patna</b> Beneficiary Ac No: 186003001 IFSC: RBIS0PTPA01 <b><i>The proof of having remitted the EMD is to be uploaded in MSTC portal</i></b>
h. Last date for submission of EMD	<b>03:00 p.m. of September 25, 2020</b>

<p>i. Bidding start date of Techno-Commercial Bid and Financial Bid at</p> <p><a href="https://www.mstcecommerce.com/eprochome/rbi/">https://www.mstcecommerce.com/eprochome/rbi/</a></p>	<p><b>11:00 a.m. of August 28, 2020</b></p>
<p>j. Date of closing of online e-Tender for submission of Techno-Commercial Bid &amp; Financial Bid</p>	<p><b>03:00 p.m. of September 25, 2020</b></p>
<p>k. Date &amp; time of opening of Part-I (i.e. Techno- Commercial Bid)</p> <p>Date &amp; Time of opening of Part- II (Financial Bid)</p>	<p><b>11: 00 a.m. of September 28, 2020</b></p> <p>Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Patna. Such bidder(s) will be intimated regarding date of opening of Part-II (Financial Bid) through valid email given by them.</p>
<p>l. Transaction Fee</p>	<p><b>Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd</b></p>



**Reserve Bank of India**  
**Human Resources Management Department**  
**Patna**

**Tender for Annual Maintenance Contract for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flat (MF) at the residential colonies in Rajendranagar and Bank Road, Patna**

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**PART I**  
**SECTION I**

**Important instructions for E-procurement**

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

**Process of e-Tender:**

**A) Registration:** The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The bidder should possess Class III signing type digital certificate. Bidders 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 HAS TO BE SUBMITTED ON-LINE at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)**

Bidders are required to register themselves online with [www.mstcecommerce.com](http://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.

Bidders 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 e-Tender.

Contact person (RBI):

1. Shri Akash Choubey (Manager): 7000153011 ([akashchoubey@rbi.org.in](mailto:akashchoubey@rbi.org.in))
2. Ms Dimyana Lyngdoh (Assistant Manager): 9101578729 ([dlyngdoh@rbi.org.in](mailto:dlyngdoh@rbi.org.in))

Contact person (MSTC Ltd):

1. Shri Sabyasachi Mukherjee, Mobile-7278030407
2. Shri Amit Gautam, Mobile: 9886624201

## **B) System Requirement:**

- a. Windows 7 or above Operating System
- b. IE-7 and above Internet browser.
- c. Signing type digital signature
- d. 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 Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

2. The Technical Bid and the Price Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprochome/>. Bids 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.

For more details, bidder may refer to the Vendor Guide and FAQ available at <https://www.mstcecommerce.com/eprochome/>

### **Transaction fee:**

4. The bidders shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The bidders have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder 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 bidder shall be receiving a system generated mail.

## **Transaction fee is non-refundable.**

A bidder 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 to give themselves sufficient time to submit the bid.

5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of bidder with MSTC. Bidders 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:**

- a) Bidder(s) need to submit necessary Earnest Money Deposit, Tender fees (if any) 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 bidder (s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The bidder (s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e- procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The bidder should allow running **JAVA application** on his computer machine. 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. Thereafter, they have to **click** on the Technical bid. If this application is not run, the bidder will not be able to save/submit his Technical bid.
- e) **After filling the Technical Bid**, bidder should click 'save' for recording their Technical bid. Once the same is done, the **Financial Bid** link becomes active and the same has to filled up, bidder should click on "save" to record their Commercial bid. Once both the Technical and financial bids have been saved, the bidder shall click on the "**Final submission**" button to register their bid.
- f) Bidders are instructed to use **Attach Doc** button to upload documents. Multiple documents can be uploaded.
- g) **Imp. - In all cases, bidder 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 bidder will remain completely anonymous to one another and also to everybody else.



- i) The e-Tender platform shall remain open as per the **Schedule** (SOT).
- j) **All electronic bids submitted during the e-Tender process shall be legally binding on the bidder.** Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the bidder for execution of supply.
- 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 bidder confirms his acceptance of terms & conditions of the tender. **Bids submitted cannot be revised/altered although the bidders can upload afresh after deleting the earlier bid before the end-date for submission of bids.**
- n) **No request for modification in the bids is allowed after the end-date for submission of bids and/or opening of the Tender.**
- o) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- p) Bidders are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.
- q) No deviation from the technical and commercial terms & conditions are allowed.

## SECTION – II

### General Instructions regarding Techno-commercial and Financial bids (To be read in relevance to e-Tendering process only)

#### 1. PART- I (Techno-commercial bid)

1.1. Tenders in two parts at an estimated cost of ₹ 12,00,000/- (including GST) per year are invited from Companies/Firms/Agencies for **Management and Housekeeping (including catering) of-**

(a) **Bank's Visiting Officers' Flats (VOF- 7 nos) – Bank Road**

(b) **Transit Holiday Homes (THH- 2 nos.) - Rajendranagar**

(c) **Medical Flat (MF-1 no.) at Patna - Rajendranagar**

#### 1.2. Eligibility criteria for participating in the tender

Company/Firm/Agency who fulfil the following pre-qualification criteria are eligible to apply.

Sl. No	Criteria	Requirement
1	Duration of past experience	<p>1. Should have minimum <b>3 years of experience</b> of executing similar work as on March 31, 2020. Applicant should furnish their client list and documentary evidence showing the details of work carried out by them during the last 3 years. Minimum two clients must be from PSU/MNC. <b>Client's report for satisfactory completion to be uploaded as documentary proof (Scanned copy PDF) (As per <a href="#">Annexure E</a>)</b></p> <p>2. The hospitality Agency should be registered with the appropriate Government authority and should be a well-established organisation.</p> <p>3. The tendering firm should have their own office at Patna or franchise in Bihar or Jharkhand with whom the Bank can correspond. Documentary proof for the same to be submitted.</p>
2	Yearly turnover	Should have a minimum annual turnover of amount Rs.12 lakh per year <b>from Housekeeping and Maintenance activities</b> during the last 3 years i.e., up to March 31, 2020
3	Solvency	Should furnish solvency certificate issued by the applicant's banker, <b>specifically for the purpose of the work</b> , for a minimum amount equal to the estimated cost i.e. Rs 12 lakh.

### **1.3 Details of the company/firm/agency**

- a) The full particulars of the Company/Firm/Agency, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es) etc. are required to be submitted.
- b) Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given.
- c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountant should be enclosed in proof of credit worthiness and turnover for the last three years.
- d) Written information about the names and address of the bankers with full details like names, present contact postal addresses, email IDs, telephone (land-line and mobile) Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

### **1.4. Documents to be uploaded**

**(i)** Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB):

- a) Audited or CA certified statement of accounts for the last 3 accounting years.
- b) Income Tax Return filed with the Income Tax Department for the last three years.
- c) Applicable tax registration certificate, viz., PAN, GST, etc.
- d) Registration Certificate of the company/firm/agency issued by the relevant authority.
- e) E.P.F. Registration Certificate

- f) E.S.I. Registration Certificate.
- g) Basic Information and Evaluation of Eligibility (As per [Annexure A](#))
- h) Details of previous experience (As per [Annexure B](#))
- i) Details of Banker (s) (As per [Annexure C](#))
- j) Banker's Certificate (Solvency Certificate) issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of ₹12,00,000/-, for indicating financial soundness of the tenderer. (As per [Annexure D](#))
- k) Copy of licence issued by the Regional Labour Commissioner (Central), Office of the Regional labour Commissioner (Central), Ministry of Labour and Employment, Government of India.
- l) Client Report in prescribed format (As per [Annexure E](#)).
- m) All documents related to work experience supported by Work Orders, completion certificates and other details.
- n) Power of Attorney/authorisation with the seal of the company/firm in the name of the persons signing the tender documents.
- o) Any other technical information the tenderer wishes to furnish.
- p) Checklist for technical evaluation (As per [Annexure G](#))

1.5. 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 candidature.

1.6. Intending tenderer has to deposit EMD (2% of the estimated cost) of ₹ 24,000/- (Rupees Twenty-Four Thousand only) through NEFT in favour of:

**Reserve Bank of India, Patna**

**IFSC: RBIS0PTPA01**

**Account No.: 186003001** on or before the date given in NIT.

1.7. Tenders without EMD will not be accepted under any circumstances.

1.8. **EMD shall be forfeited in the following circumstances:**

- (i) 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
- (ii) Tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids.
- (iii) if a Tenderer withdraws his Bid during the period of Bid Validity, or
- (iv) The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.

- (v) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.

## **2. PART- II (Financial Bid)**

2.1. Part-II of the online tender should only contain the service provider's quoted rates in **Format I**.

2.2. The rates quoted (quotes) shall be inclusive of statutorily stipulated Minimum Wages, ESI and EPF contributions, etc. as the Central Govt notifications issued from time to time. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of materials, labour and tools/machinery, etc. required at the site.

2.3. The rates/quotes in the **Financial Bid** shall be firm and final and will not be changed under any circumstance. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract.

2.4. Financial Bids not conforming to the statutory obligations like Minimum Wages Act 1948 (Central Government of India) 1948, EPF Act 1952, ESI Act 1948, Bonus Act 1965 etc. are liable to be rejected.

2.5. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all-inclusive.

2.6. Financial Bids shall be inclusive of the cost of the uniform and identity cards and protective gear provided by the company/agency/firm to the personnel deployed.

2.7. To assist in the examination, evaluation, comparison of the Tenders and qualification of the tender, the Bank may, at its discretion, ask any bidder for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.

2.8. If a bidder does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.

## **3. Opening of Tender**

As per the procedures laid down in **Section – I**.

3.1. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a period of **3 months from the date of opening of Part-I**, which period may be further extended by mutual agreement. Tenderer shall not withdraw the tender during this period or change the quoted rates.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

- 3.3. Conditional bids will also be summarily rejected.
- 3.4. The **Part-II** (Financial bid) of only those tenderer's who qualify in the Techno- commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.
- 3.5. 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.

**Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.**

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

**Place:**

**Signature and seal of the**

**Date:**

**Tenderer**

**Name of Authorized signatory**

**SECTION – III**  
**Form of Tender**

The Regional Director  
Reserve Bank of India  
South Gandhi Maidan  
Patna – 800001

Dear Sir,

We have carefully examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of quantities 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**

(a)	Description of works	Annual Maintenance Contract for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats, Transit Holiday Homes and Medical Flat located in the residential colonies at Rajendranagar and Bank Road, Patna
(b)	Estimated cost of work	₹ 12,00,000/- including GST
(c)	Earnest Money Deposit (EMD)	₹ 24,000/- (2% of the total estimated cost of work)
(d)	Validity of contract	Contract to be awarded for five months initially (November 01, 2020 to March 31, 2021) and thereafter to be renewed for 2 more years (One year at a time) as per the terms and conditions mentioned in the Articles of Agreement and based on satisfactory performance)
(f)	Performance Bank Guarantee	5% of the quoted amount (to be submitted by the successful agency in prescribed format – <a href="#">Annexure - F</a> )

**2. We undertake to deposit a sum of ₹24,000/- as EMD with the Reserve Bank of India through NEFT in favour of the Reserve Bank of India, Patna.**

3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

4. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

5. I/We understand that Reserve Bank of India reserve the right to accept or reject the lowest bid and any or all of the tender either in whole or in part without assigning any reason thereof.

6. The Tender is submitted online in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the financial bid in the Bank's pro-forma.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 2020

For and on behalf of M/s

(Signature with seal)

Name:

Designation:

Place:

Date:

(Certified true copy of the Power of Attorney of the above signatory should be enclosed). Witnesses:-

(1) Signature with name, address and date

(2) Signature with name, address and date



## SECTION IV

### Articles of Agreement

This AGREEMENT is made at Patna on this \_\_\_ day of \_\_\_\_\_, Two Thousand Twenty between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Patna, represented by its authorized officer Shri Devesh Lal, Regional Director, Reserve Bank of India, South Gandhi Maidan, Patna - 800001 (hereinafter called "the **EMPLOYER**") on the one part and \_\_\_\_\_ (proprietorship/partnership firm/ Company/Agency), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at \_\_\_\_\_ (hereinafter called "the **CONTRACTOR**") represented by Shri/ Smt. .... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor for management and housekeeping (including catering) of Bank's Visiting Officers' Flats (**VOF – 7 nos.**), Transit Holiday Homes (**THH – 2 nos.**) and Medical Flat (**MF -1 nos.**) at its residential quarters located at Rajendranagar and Bank Road, Patna.

AND WHEREAS the Employer had called for tenders from eligible contractors to provide services for management and housekeeping (including catering) of Banks's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flat (MF) at its residential quarters located at Rajendranagar and Bank Road, Patna as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tenders and the Employer has awarded the contract, to provide services relating to management and housekeeping (including catering) of Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flat (MF) at its residential quarters located at Rajendranagar and Bank Road, Patna as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in Conditions of Contract and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

**A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. This agreement will come into effect from November 01, 2020 and will remain initially in force up to March 31, 2021 and the same is annually extendable up to two more years on existing terms and conditions, subject to mutual consent of both parties and satisfactory services rendered by the Contractor, unless it is terminated as per the terms hereinafter contained. The decision of the Bank in this regard will be final.
2. In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the CONTRACTOR shall upon and subject to the said conditions execute and complete the work described in the said scope of work.
3. The Bank shall pay the CONTRACTOR the said contract amount at the times and in the manner specified in the said conditions.
4. The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non- deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.
5. The General Manager/Assistant General Manager, HRMD, Patna is the Authority authorized on behalf of The Bank.
6. The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
7. The charges of ₹ \_\_\_\_\_(Rupees \_\_\_\_\_only) will be inclusive of manpower and materials used for efficient rendering of the housekeeping and maintenance services and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily, subject to statutory deductions.
8. The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
9. The above charges exclude GST and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.
10. **STAMP DUTY:** The Contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

11. The Contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

## **B. SERVICES TO BE RENDERED BY THE CONTRACTOR**

1. The said Conditions and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively as per the said Conditions and the correspondence contained therein.
2. This Contract is a **fixed Lump Sum Contract**, to carry out the work according to the scope of work detailed in **Section VI**, at the rates contained in the Financial Bid of the Tender (Part II).
3. The Contractor shall provide a complete and updated list of all the personnel deployed in the Bank's VOFs, THHs and Medical Flat.
4. The Contractor has to obtain police verification certificates reporting the character and antecedents of its personnel and other details relating to age, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises.
5. The Contractor shall ensure that trained and competent persons are deployed, who are physically fit (i.e. preferably between age of **18 to 40 years** for workmen and for supervisor) and are not suffering from any chronic or contagious diseases that may hamper their ability in carrying out the work efficiently.
6. All the workers or employees deployed by the contractor shall be considered as the employees of the contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers/employees.
7. **Indemnity** - The Contractor shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement. The contractor shall be bound to comply with all applicable laws and the Bank shall be and remain indemnified by the contractor in case any liability arises. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:
  - a) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
  - b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.
  - d) Any loss suffered by the Employer as a result of disclosure of any confidential information.

8. The Contractor shall ensure timely payment of wages/salary to the workers persons employed by him **(through cheque or by crediting to the bank account)** and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. The Bank will have the right to ask for bank statements from the contractor to verify the details of wages/salary paid by the contractor and will also have the right to demand any other documents which are required to ascertain compliance by the Contractor to various provisions of the Labour Laws.
9. The Contractor shall ensure that all persons employed for the purpose of rendering the services required by the Bank under this agreement are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damage to any persons or animals or any other things arising due to deployment in the Bank for executing the work contract.
10. The Contractor shall ensure that all employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and/ or its employees have observed the same. The contractor shall be responsible for the good behaviour and conduct of their employees and in case of any complaints by the Bank, the contractor shall not employ such employees in the Bank's premises. Suitable penalty can be imposed by the bank on the contractor for actions/services in violation of the terms and conditions of this tender especially for the acts/omissions by the staff of contractor as mentioned in [Annex-H](#).
11. The Contractor shall personally and exclusively supervise the work of all employees to ensure that the services rendered under this agreement are carried out to the best satisfaction of the Bank.
12. The Contractor shall ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors obligations with prior approval of the Bank.
13. RBI may also increase the number of VOFs/THHs to be maintained which may require deployment of additional manpower. The amount payable shall be decided as per mutual consultation.
14. **The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof** or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
15. The Contractor shall supply identity cards to all employees or agents who shall be doing the subject job at the Bank's premises and ensure that all the employees and agents bear the identity card at all times while they are working in the Bank's premises.

16. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement, that they are employees of the contractor and that they shall have no claim against the Employer i.e. the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
17. The Contractor agrees to utilize materials/brands which will be of the best quality. Banks reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis.
18. **The Contractor shall make his own arrangements for security and protection of his workers and materials and the completed work till the same are taken over by the Bank.**
19. The Contractor shall obtain license, if any, required under law in force in Bihar as or as per laws framed by Central Government for the services covered under this contract.
20. All staff deployed by the contractor shall be provided uniform with company's logo & identity cards.
21. The Contractor should ensure that the workers deployed in the Bank's premises are trained to the effect that they immediately report to the Bank's Security Staff any suspicious item/activity noticed by them in the Bank's VOF, THHs or Medical Flat while attending to their duties.
22. The Contractor should note that Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank's premises is strictly prohibited and ensure that the workers deployed in the Bank's premises abide this rule strictly.
23. The Contractor shall abide by all procedures/norms related to safety and security of the Bank's premises & Residential Colonies.
24. The Contractor shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/ problem of any nature in the Bank's premises.
25. The Contractor and his staff shall be under the general supervision and control of the HRMD/Estate Department or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from them for the day-to-day work in the premises.

## C. TERMINATION OF AGREEMENT

1. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of 60 days without assigning any reason and without payment of any compensation, if
  - i. in the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction  
**and /or**
  - ii. the contractor commits a breach of any terms and conditions of this agreement  
**and /or**
  - iii. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement  
**and/or**
  - iv. there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
2. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
3. Either party shall be at liberty to terminate the agreement by giving 60 days' notice in writing without assigning any reasons thereof.
4. Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the Agency in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the RBI about the failure on the part of the Agency shall be final and binding on the Agency.
5. **Immediate termination** - Notwithstanding anything contained in this Contract, in the event of non-compliance, disobedience, or breach of any terms of the contract or unsatisfactory or inefficient working by the contractor, the Employer shall have the absolute and independent authority to revoke this contract after giving **ten days' notice** in writing to the Contractor without assigning any reason and the same shall be binding on the Contractor and the contract will come to an end with immediate effect on completion of the deadline as stipulated in the notice, in which case the contractor shall not be entitled for any compensation/damages.
6. On termination of the contract or on expiry of the contract, the Contractor shall vacate the premises of the Bank and shall hand over or return all the articles /material/property pertaining to the Bank.

- D. The several parts of this contract have been carefully read and fully understood by the Contractor.
- E. **NON-DISCLOSURE NORMS:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor or his/her employees during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence, even after the expiry/termination of this contract. 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 take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- F. The Employer reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's officials. If in the opinion of the Bank's officials, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

**G. PAYMENT TO THE AGENCY:**

- (a) Before submission of the monthly bill, the Agency shall ensure that payments have been made to persons deployed by the Agency for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances, the Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- (b) The Agency shall raise bills on completion of **every month** and the payment shall be made within 30 days from the date of submission of complete bill with supporting documents including documents containing details of the payment to persons deployed by the Agency.
- (c) The bills for AMC charges and provisions (welcome kit, tea/coffee kit, water bottles and newspaper) may be raised separately. The bill raised for supply of provisions may separately indicate the number of welcome kits,

tea/coffee kits, newspapers and water bottles made available to the visitors, supported by acknowledgement of the visitors, duly certified by the Caretaker of the respective residential colony.

- (d) All payments by the Employer under this Contract shall be made only at Patna. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Patna and only Courts in Patna shall have the jurisdiction to determine the same.
- (e) **The Agency shall produce documentary evidence in proof of effecting the said statutory payments whenever required. Non-observance of the provisions will be construed as default by the Agency to make such payment, and payment of the Agency's bill will be withheld.** The Bank will not make any separate payment towards the expenses incurred by the Agency for complying with the above or any of the statutory provisions regarding their employees.
- (f) In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.
- (g) The Employer shall pay the Contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions. The said Conditions thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

**H. Effective date / period of Contract** - The contract shall commence from the date of awarding the contract by RBI and shall remain in force for a period of **05 months**. The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on existing terms and conditions on satisfactory performance of the services.

I. The rates quoted shall be based on the Financial Bid - Part II of the Tender and shall be firm and binding without any escalation during the period of the contract, except for changes, if any, in the statutory minimum wages announced by the Government of India under the Minimum Wages Act 1948.

J. The Agency shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Bank to any other person/company/ organization.

**K. PENALTY:** If there is any stoppage of service in any area of the VOF/THH operation, for any reason, the agency is liable for penalty action as decided by RBI. The decision of the GM, HRMD, RBI, Patna shall be final and binding.



done through any other alternate Agency at the risk and cost of the Agency. The Contractor shall maintain an attendance and complaint register duly signed by Caretakers of the respective colonies and attach a copy of the same with each month's bills failing which no payments shall be released. In the event of any failure on the part of the Agency, RBI shall have the right, without any prejudice, to get the work. The additional cost, loss, if any incurred by RBI would be recovered from the Agency. RBI at its discretion, may, close the VOFs/THHs any time during the contract period.

**Penalty for non-fulfilment of contractual obligations by the contractor:**

- a) Complaints entered in the Complaints Register and unattended within 24 hours – Rs. 50/- per day per unattended complaint
- b) Allotting a room without cleaning - Rs.100/- per room on each occasion
- c) Missing items - Actual current purchase price
- d) Misuse (consumption of alcohol etc...) of Bank's space / Entry of any unauthorized person – Rs. 1000/- per day per unauthorized person
- e) Non wearing of both ID card and uniform by staff of contractor – Rs. 50/- per occasion
- f) Non cleaning of cobwebs, fans and tube light, window frames, shutters, Vertical Blinds, doors – Rs. 50/- per complaint
- g) Allotment of rooms without change of linen before allotting the same to any occupant – Rs. 100/- per occupant
- h) Non attending the daily cleaning, mopping, sweeping ,dusting etc – Rs. 100/- per complaint
- i) Any other lapses (other than mentioned above) related to House Keeping and Maintenance Services. – As assessed by competent authority (Regional Director, RBI, Patna or authorized person)
- j) In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. The amount of penalty will be appropriated by revoking Performance bank guarantee or any other amount payable to the Agency.

**P. INSURANCE:**

The successful Tenderer shall in addition to taking ESI cover, also take “**all risk policy**” for the contract value **and** ‘Workmen Compensation Policy’ for the workers engaged in the work for the entire duration of the contract and its extended period, if extension is permitted by the Bank. The Minimum cover under third party / public liability shall be for a minimum of Rs.2 lakh

The successful Tenderer shall take “**workmen compensation policy**” for the workers engaged in the work for one year renewable thereafter, if the contract is renewed by the Bank. Workman compensation Insurance policy for all the staff deployed shall also be taken with a minimum coverage of minimum wages or actual salary paid per employee. Copies of the same shall be submitted to the Bank.

Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to cancel the contract

**Q. SIGNING OF CONTRACT AGREEMENT:** The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

The Contractor shall not assign the contract to any other party. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

**R.** The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

**S. The Contractor shall comply with the provisions of “The Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013”.**

- a) The Agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the residential premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer and the tenderer shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Agency against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Agency shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the tenderer is proved.
- d) The Agency shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The Agency shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

**T. FORCE MAJEURE:** If at any time during the period of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

**U. The contract shall be deemed to end in any of the following contingencies:-**

- (i) On the expiry of the contract period or termination of this agreement.  

Or
- (ii) A notice at any time 'during the currency of services, in case the services rendered by the contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.  

Or
- (iii) For committing breach of any of the terms and conditions of the contract by the contractor.

Or

- (iv) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the contractor to any third person for sub-letting the whole or a part of the contract to any third person.

Or

- (v) On contractor being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption / hindrance / problem of any nature to Reserve Bank of India. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:
- i) Legal heirs in case of sole proprietor ii) the next Directors / Partners in the case of company or firm as the case may be.

The Bank may revoke the contract and shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.

**W.** No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Patna or his nominee.

The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Patna shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitrator may give interim awards and / or directions, as may be required.

Subject to the aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**The Courts at Patna only shall have the jurisdiction for the purpose of this agreement. With mutual consensus, even Arbitration machinery may be used for settling disputes.**

**Conflict of interest:** Tenderers shall not have a conflict of interest. All tenderers found to have a conflict of interest as mentioned below will be disqualified.

- (a) Tenderers in two different applications have controlling shareholders in common.
- (b) The Tenderers (including their personnel and sub-Contractors) that have a family relationship with such members of the RBI Staff who are directly or indirectly involved in the project will not be awarded the contract.

**X. Integrity clause** - 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. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

Declaration:

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

**Place:**

**Signature and seal of the  
Tenderer**

**Date:**

**Name of Authorized signatory**

## SECTION V

### GENERAL TERMS AND CONDITIONS

Reserve Bank of India, Patna is desirous of engaging an Agency for Management, Catering and Housekeeping as per the details given below:

Sl. No.	Name of the Colony	Category and number of rooms	Nature of work
1.	Reserve Bank Senior Officers' Quarters, Bank Road Patna	VOF – 7	Catering House-keeping
2.	Reserve Bank Staff Quarters, Rajendranagar, Patna	THH - 2	House-keeping
3.	Reserve Bank Staff Quarters, Rajendranagar, Patna	Medical Flat - 1	House-keeping

Bidders should note that the above shall be available for housekeeping, catering and management from November 01, 2020 to March 31, 2021. The period of contract shall be for 05 months from the date of award.

#### 2. ELIGIBILITY RITERIA

- a) The hospitality Agency should be registered with the appropriate Government authority and should be a well-established organisation.
- b) The tendering firm should have their own office at Patna or franchise in Bihar or Jharkhand with whom the Bank can correspond.
- c) The Agency should have the experience in maintaining Guest Houses of reputed Organizations (Government Departments/ Public Sector (Central or State)/ reputed private sector companies/ multinational corporations/ Public or Private Sector banks/ **three-star** and above category of hotels directly running their own kitchen and upkeep of the hotel, labour, material and service) on round-the-clock basis for a continuous period of a **minimum of three years**.

- d) Documentary evidence for such experience in Management & Housekeeping (including Catering) Services in Guest Houses and relevant work experience certificates of having successfully completed similar works/ contracts during last three years shall be submitted along with the tender, without which tender is liable for rejection at the discretion of RBI.
- e) Client's report for satisfactory completion / performance to be uploaded as documentary proof (Scanned copy PDF)
- f) The company must have an **average turnover of Rs. 12 lakh** during the previous three financial years from Housekeeping and Maintenance activities. (2017-18, 2018-19 & 2019-20).
- h) The Agency should submit Income Tax Return Certificate/ Assessment Order and audited Balance Sheet for the past three preceding financial years.
- i) The Agency should submit the list of clients served (current and previous), references of the companies where their current responsibility includes housekeeping maintenance and catering, certificates for qualifying works from clients with respect to performance of the Agency, total number of staff in the organisation engaged in this work.
- j) The company should **preferably** be having certificate from International Organisation for Standardisation (ISO) and Occupational Health and Safety Assessment Series (OHSAS) or such equivalent organisation.
- k) There should neither be any case/ charge under investigation/ enquiry/ trial against the Agency, nor be convicted in a Court of Law or suspended/ blacklisted by any organisation on any ground.
- l) The Agency should have a procedure to conduct police verification of its workforce (to be deployed for the purpose) and will be responsible for their conduct/ irregular behaviour.
- m) The Agency should get the medical verification done for its workforce (to be deployed for the purpose). The Agency shall ensure that staff deployed in catering services is free from any contagious or communicable diseases and arrange their regular Health check-ups (twice a year). The cost of the health check-up is to be borne by the Agency and not by RBI. The documentary evidence in this regard will be required to be furnished to the Bank a) within a fortnight of employee commencing work, b) within a fortnight of the half-yearly check-up.

- n) If the performance of the bidders is found to be unsatisfactory for any reason, in any organisation, RBI reserves the right to reject the bid submitted by bidder.
- o) The opinion/ decision of RBI regarding the bids shall be final and conclusive. RBI reserves the right to reject any or all the bids any time without assigning any reason thereof.

### 3. EVALUATION CRITERIA

Bids of applicants will be evaluated based on - technical eligibility criteria, scrutiny of documents and credentials, and the financial bids.

### 4. SECURITY DEPOSIT:

(a) **EARNEST MONEY DEPOSIT:** The Tender Application must be submitted together with NEFT for ₹ 24,000/- towards Earnest Money Deposit (EMD), without which applications will be rejected. The EMD amount would be refunded within 10 working days of the award of the contract.

(b) The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per [Annexure-F](#) and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the tender bid evaluation process.

(c) The Successful Applicant shall furnish Security Deposit in the form of Performance Bank Guarantee to RBI. The rate of Security Deposit will be 5% of the quoted rate per annum.

c) The Security Deposit in the form of Performance Bank Guarantee should be paid before start of the work by the Agency in the form of Bank Guarantee. This is a pre-requisite for awarding the contract. No interest will be paid to the Agency for the amount of Security Deposit during the period of agreement.

d) Failure to submit Security Deposit in the form of Performance Bank guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the applicant shall be liable to compensate RBI for any loss incurred by RBI.



e) The bank guarantee shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.

f) RBI reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by RBI due to failures on the part of the Agency or due to termination of contract or Agency becoming disqualified because of liquidation / insolvency or change of composition. The decision of RBI in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the Agency and the decision shall not be questionable.

## **5. OTHER IMPORTANT CONDITIONS**

- a) The rates quoted in the Financial Bid shall be binding on the Contractor for the entire period of Contract, including the period of extension, if the Contract is extended beyond three years
- b) In case the Contractor discontinues the Contract before the expiry of the period of Contract, his Security deposit shall be forfeited.
- c) In case of any pilferage, theft of or breakage etc to the property/assets of RBI, the Contractor shall be responsible for such losses. The Bank will be at liberty to deduct the amount of such loss from the monthly bills/Security Deposit of the Contractor or such other manner as deemed fit by it after holding an enquiry. The decision of the Bank to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Security deposit will be forfeited.
- d) Any dispute arising out of this Contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be referred to the Regional Director, RBI, Patna whose decision in the matters shall be final and binding on the Contractor.
- e) The Contractor shall comply with the instructions provided by the Bank from time to time relating to the performance of the services, duties and obligations under this Agreement. The services rendered by the Contractor shall be subject to regular

review by the Bank, and its decision as to the quality thereof shall be final and absolute.

- f) The Contractor & the workers deployed by him at the Bank's Premises shall maintain confidentiality of any information in their possession during their working & thereafter.

## **SECTION VI**

### **SCOPE OF WORK AND SERVICES**

#### **1. RECEPTION-CUM-FRONT OFFICE**

To attend to phone calls, receive messages, interact with guests and local RBI Office, coordinate bookings, room allocation, checking-in /out of guests, collect cash towards room tariff & catering charges/obtain signatures of guests, maintain proper accounting and submit applicable amount periodically to HRMD, RBI, Patna.

#### **2. GENERAL ADMINISTRATION**

- a) To manage entire operations of the VOF/THHs and coordinate with respective departments of RBI for smooth running of the operations.
- b) To maintain records as required by the Bank.
- c) To ensure the safety of VOF/THHs, properties belonging to the Bank and maintain total vigil on the movement of people in the VOF/THHs.
- d) To ensure timely action in emergencies including operation of firefighting systems, administering first aid etc.
- e) A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of RBI, Patna, they shall work under directives and guidance of HRMD, RBI, Patna and will be answerable to the same. The day-to-day functioning of the services shall be carried out in consultation with and under direction of RBI, Patna.
- f) A senior level representative of the Agency shall visit/contact HRMD, RBI, Patna Premises at least once in a month to review the service performance of its personnel and take remedial measures.
- g) The Authorised officer/Committee of HRMD, RBI, Patna shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his/its decision shall be final and binding.
- h) Guest Occupancy Register provided by RBI shall be kept safely. As soon as the guest enters the VOF/THH necessary entries are to be obtained.
- i) A file is to be maintained for preserving the room allotment advices.

- j) Inventory Register is to be maintained by the Agency room wise to ensure the safe custody of Bank's properties. This is subject to periodical verification by the concerned authorities of the Bank. Hence, the Agency shall assume full responsibility for maintaining all movable properties of the Bank located inside the VOF/THHs. In case of any shortage, damage etc., the Agency is liable for replacement of the same at their cost.
- k) The Agency shall get the feedback form filled from all guests without fail and the same may be submitted to HRMD at the earliest.
- l) The Agency shall perform all catering (wherever applicable) and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Bank's own procedures and instructions. The Agency shall perform the Service to the satisfaction of the Bank and if any shortcoming is found, then on instruction the Agency shall rectify the shortcoming immediately.

### **3. FRONT OFFICE**

When the guest checks-in, the Agency's staff shall do the following:

- a) Attend to and receive the guest, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, to be provided by the Bank, may be made. The Bank will reserve the rooms and intimate the Agency through allotment advices. The Agency/ Agency's staff shall not allot rooms on his own.
- b) Accompany guests to his room and offer help to carry his baggage to the allotted room, ensure his comforts, offer him tea/ coffee/ food, etc. suiting the time.
- c) Ensure availability of specified items such as water bottle, tea bags/ coffee sachets/ milk and sugar sachets/ sugar free tablets, bath/ toilet kit in the room.
- d) When the guest checks-out, separate bills for boarding and lodging are to be prepared and signed by the guest. Collected cash towards room tariff will be deposited with HRMD with proper registers on the first day of each week.
- e) At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests is in order with respect to assets of the bank. A quick check to be carried out for the purpose before the guest leaves the VOF/ THH. Simultaneously, it shall be ensured that the guest has not left behind any of his belongings in the room. If

any belonging of the guest is noticed after he has left then immediately inform RBI officials for sending the same to the guest.

- f) The keys are to be collected from the guests moving out or checking out from VOF/ THH.
- g) Offer help to the guest for carrying his baggage from the room to the vehicle.
- h) The Agency's staff shall not seek any tips or favour from the guests for the services rendered.

#### **4. CATERING**

The Agency shall provide the following services:

- a) The Agency should ensure that they appoint well-qualified & experienced cooks for all types of food preparation
- b) Preparation of Tea/ Coffee, Breakfast, Lunch, Dinner etc.
- c) The menu for breakfast, lunch and dinner and their rates shall be fixed by the Bank in consultation with successful bidder.
- d) The menu may be altered for specific guests / special occasions / programmes / functions as desired by the Bank, within the overall scope of the menu.
- e) The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements.
- f) The Agency's staff shall take care to provide fresh, healthy and tasty food to the guests as per the standard menu prescribed by the Bank. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- g) The Agency's staff shall be responsible for procurement of raw materials and ingredients. Good quality raw materials and oils (AGMARK/ FSSAI certified) shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be recently purchased, free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any further cooking purpose.
- h) Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
- i) All food items used should be fresh and all the items being used shall be stored properly and used before the expiry date printed on the consumables.
- j) The Agency's staff shall store sufficient quantity of high quality ingredients in the available place in the VOF/THH to ensure preparation of food items in time.
- k) The Bank's authorized official has the right to test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.

- l) The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. Every food preparation shall be used for the specific service and the leftover food shall not be carried to next meal service.
- m) The Agency's staff shall be responsible for service of food and beverages in the common dining room as also in the room of the guests (if requested for).
- n) The Agency's staff shall provide efficient and prompt service to all members. The Agency's staff shall perform the service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials, the Agency shall rectify the shortcoming immediately.
- o) The Agency's staff should ensure best standard of cleanliness in the VOF/THHs/Medical Flat, especially their kitchen and its surroundings. Kitchen-ware and other equipment should be always used and maintained in clean and hygienic condition.
- p) The Agency shall co-ordinate the booking & procurement of gas cylinders in time and cost of the same may be borne by the Agency.
- q) The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price laid out in the contract or mutually agreed upon thereafter.

## **5. HOUSE-KEEPING**

- a) The number of rooms available in the VOF/THHs and the area of lounge, dining halls, etc., are given separately as per General Information of this Tender.
- b) The Agency will procure all the materials required for guest amenities and provide welcome kit/ tea/coffee kit in THH and VOF. The items to be provided in these kits and the cost per kit will be indicated by the Bank in its work order to the bidder being awarded the contract. **The Agency shall claim reimbursement of the same from the Bank on a mutually agreed upon periodicity.**
- c) All the rooms shall be kept neat and tidy always to enable the Bank to allot the rooms at any time.
- d) Linen like towels (hand and bath), bedspreads and bedsheets as also the inner sheets to Quilts/Comforters should be changed immediately after the guest checks-out and after every two days if in the continuous occupation of the room.
- e) Bed linen, pillow covers and towels should be regularly washed and kept in clean condition for use. The bedsheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out once in two months. The services of dry

cleaners may be engaged for washing blankets/ quilts/ comforters which is required to be done once in a month.

- f) Room fresheners/ deodorants, Mosquito repellents (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required. **The cost of these items will be borne by the contractor and included in the bid amounts.**
- g) The Agency shall be responsible for making the bed and cleaning all rooms daily. All rooms, bathrooms and toilets are to be cleaned with high quality disinfectants (use of acids strictly prohibited).
- h) The Agency shall ensure that the cleaning/ housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- i) The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc. provided in the VOF/THH rooms and other places.
- j) Rooms to be regularly checked for bed linen, hand towel, bath towel, water, functioning of TV, refrigerators, ACs, geysers and bathroom fittings, bulbs, etc. and maintain regular reports.
- k) The Agency shall ensure proper functioning of all systems in the VOF/THHs such as electrical, electronics, sanitary and water supply. In case of any complaints regarding plumbing/ electrical/ carpentry, etc., and/or need for replacement of any equipment, caretaker of the respective colony may be informed immediately.
- l) The Agency shall notify the Bank of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs and ACs etc. provided in the THH/VOF/Medical Flat/other places and the same will be provided by the Bank.
- m) The Agency shall keep a track of the recharges of Dish TV in every room and well notify the Bank in advance so that the guests don't face any inconvenience.
- n) The Agency has to ensure the following weekly services:
  - (i) Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas etc.
  - (ii) Removal of cobwebs, dusts, termites, insects, pests etc.
  - (iii) Cleaning of windows.
  - (iv) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.
  - (v) Cleaning of dustbins, buckets and mugs with detergents.

(vi) Cleaning of sanitary wares by using reputed branded products.

## 6. FACILITIES PROVIDED BY THE BANK INCLUDE:

- a) Kitchen with all necessary facilities like gas stoves, cylinders, grinder, mixers, refrigerators, microwave, almirah for storage of linen and facility for storage of crockery / food grains etc.
- b) Crockery, cutlery and all cooking utensils/pans, pressure cookers etc.
- c) Furniture in rooms, dining halls, lounges, office rooms, etc.
- d) Appliances like TV, ACs, batteries for remote units, Geysers, etc. (The available capital equipment will be given on as-is, where-is condition.).
- e) **Cost of welcome kits, mineral water bottles and newspapers would be reimbursed by the bank on timely basis after scrutiny of bills/documents submitted.**
- f) The Agency will have full responsibility of proper upkeep, maintenance and custody of the linen, crockery, equipment, vessels etc., handed over to them by the Bank.
- g) All the items supplied by the Bank at its expense for the purpose of running VOF/THH/Medical Flat will be Bank's property for all intents and purposes.
- h) The losses due to breakage / theft / damage or loss of any such materials/equipment/fixtures/ furniture or damage due to poor and reckless handling shall be recovered from the Agency at full cost. However, damages/ breakages in crockery due to natural causes will be viewed leniently by the Bank. As regards natural wear and tear of any such item, the decision of the Bank shall be final and binding on the Agency. However, the Agency shall maintain records for all such damages/breakages. The record may be verified by the Caretaker.

## 7. PERSONNEL

- a) The Successful Agency shall make all appropriate arrangements for smooth running of VOF/THHs operations.
- b) The Agency shall maintain Qualified/Trained competent catering personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services.
- c) In the event of any person deployed by the Agency being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve.



- d) The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and in consultation with the Bank.
- e) The Agency, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
- f) The Agency shall be solely responsible for providing all requirements of his labourers, including:
  - i. Payment of wages and all other statutory dues.
  - ii. Collection and payment of all taxes on behalf of his employees and any other statutory requirements such as PF, ESI etc., made by any Government Authority having jurisdiction.
  - iii. Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.
  - iv. All insurance and safety aspects pertaining to Agency's employees are the Agency's liability.
  - v. The personnel employed by the Agency shall be healthy in all respects and shall produce medical certificates to substantiate the same as required by the Bank's medical officer. Medical check-up shall be done once in six months. RBI is at liberty to subject any personnel employed by the Agency to medical check-up by Bank's medical officer / any other authorized doctor at any time and the expenses thereof, if any, will be borne by the Contractor.
  - vi. The personnel employed by the Agency shall be trained to handle fire-fighting systems, administer first aid in emergencies, etc.
- g) On receipt of Work Order, the Contractor will supply a list of names with the bio-data and KYC norms duly certified along with photograph of all the workers to be deployed under this Contract to HRMD, RBI, Patna. In case of replacement of workers/Supervisor, his certified Bio data, photo with KYC should be immediately submitted to HRMD, RBI, Patna.
- h) The Bank reserves the right to expel any worker(s) of the contractor who is found guilty of misconduct or for acts as mentioned in [Annex H](#).
- i) The Agency shall ensure that all his employees turn out in clean, appropriate uniforms and shoes, at all times on duty. The Contractor shall provide the necessary uniforms. In order to maintain high standards of hygiene, the personnel shall wear caps and gloves while serving food. Drinking of alcohol, smoking, eating or chewing of tobacco/ zarda/ gutka, etc., is strictly prohibited and any

instance of violation of these restriction shall result in appropriate penal action, removal of staff and even termination of contract.

- j) The personnel should have pleasing personality, courteous, be good in communication with guests and be experienced to serve guests of high levels. Hence, the Agency should preferably engage personnel who are well-versed in English and Hindi.
- k) The Agency will be solely responsible for the operation of the VOF/THH/Medical Flat. However, the operation will be monitored by the designated officials of the Bank. The Agency will also ensure availability of a responsible person on round-the-clock basis for contact by the designated officials of the Bank.
- l) The Agency shall engage sufficient number of competent employees for running the VOF/THH/Medical Flat on round-the-clock basis. Expenses on account of payment of salary/wages/ providing of food /eatables for Agency's employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the Agency's employees shall be met by the Agency. The Agency shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The Agency shall be solely responsible for any claim arising out of employment or termination of his employees and for statutory payments.
- m) The Bank has no responsibility whatsoever of the Agency's employees and the Agency will be solely responsible for managing its employees. In the event of any dispute between the Agency and its employees, the Agency alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- n) The Agency shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Agency shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.

- o) In case any personnel of the Agency is injured during the course of performing his duty/their duties it shall be the sole responsibility of the Agency to extend all medical and financial help etc. without charging any cost to the Bank.
- p) In case the Bank is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency/ Agency itself, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency.
- q) The Agency shall, whenever required by the Bank or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- r) The Agency shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the Agency or its employees happen to be operating / working. In the event of any of the Agency's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Agency shall remove forthwith such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.

## 8. DEPLOYMENT OF STAFF

The deployment of staff shall be as under:

Sl. No.	Worker	Rajendranagar	Bank Road	Total
1.	Overall-in-charge/Supervisor (Skilled)	0	1	1
2.	Cook (Skilled)	0	1	1
3.	Helper cum Attendant for housekeeping (Unskilled)	1	2	3

**Note: The Bank reserves the right to select/ request change of the personnel employed at any time during the currency of contract. Bank also reserves the right to change the number of staff deployed.**

The VOFs/THHs/Medical Flat at various locations require the services of:

**(A) Overall In-Charge /Supervisor**

- i. Having at least three years' experience in hospitality field (enclose documentary proof of work experience).
- ii. Will ensure that work is carried out in accordance with scope of work.
- iii. Will be responsible for ensuring cleanliness of rooms and give ethical treatment to guests and workers.
- iv. Should assign works to utility helpers/housekeepers in the kitchen.
- v. Should supply good quality and branded cleaning material to the housekeepers for cleaning Upholstery, Kitchen Equipment and Cutlery/Crockery for all the rooms and Kitchen/Dining Halls.
- vi. Will supervise the housekeepers entrusted with the cleaning of rooms.
- vii. He should be of courteous and polite demeanor.
- viii. Interact with guests to solve problems, if any, related to allotment and other connected matters. It has to take proactive steps in solving the infrastructural and human problems, if any.
- ix. Will ensure that the visiting guests are handled with dignity.
- x. Should ensure that timely and good quality food is served to guests either in rooms or in the dining hall and the dining tables are properly cleaned.
- xi. Maintenance of Electrical, Plumbing and Carpentry Installations: Complaints related to Plumber, carpenter and electrician will be attended to by the Bank, at its own cost. The supervisor is responsible for lodging the complaint with the Bank immediately and maintain a register in this regard.
- xii. Should ensure that all furniture, fittings, linen etc. are always in proper condition through constant checking of the works carried out by the housekeepers.
- xiii. Maintain list of items provided by the Bank and inform the Bank of breakage / malfunction immediately.
- xiv. Cost of food (breakfast/lunch/dinner) served to the guests will be paid by the guests directly to the Supervisor/ Manager except for Bank's guest, the bills for whom would be paid by the Bank on submission of bills duly authenticated by the guests. The information of such guests shall be given to the Supervisor in advance by the Bank.
- xv. Should timely and accurately collect the rent and deposit the same with the Bank at the end of every month.
- xvi. Should maintain a feedback/suggestion/complaint book for guests wherein guests may give their comments regarding their stay.
- xvii. Should maintain records regarding the booking of VOF and the guests staying.

## **(B) Cook**

- i. Should have minimum 3 years of experience in handling large kitchens (enclose documentary proof of work experience).
- ii. Should be well versed in cooking North Indian, South Indian, vegetarian and non- vegetarian items.
- iii. Should maintain personal hygiene and hygiene in the kitchen.
- iv. Should ensure that timely good quality food is served to guests either in rooms or in the dining hall.
- v. Should ensure that all the utensils crockery kitchen equipment are clean and in working condition and also that the kitchen and dining hall are kept clean and in hygienic condition.
- vi. Should be courteous, polite and clean.
- vii. Should not keep guests waiting to be served or left unattended.
- viii. Should unpack/store/cut /process vegetables, food items etc.
- ix. Should clear the tables and clean them promptly.
- x. Should clean utensils/plates thoroughly using appropriate cleaning materials.

## **(C) Attendants/ Helpers**

- i. Should sweep, swab and dust the rooms, common areas, balconies and furniture.
- ii. Should thoroughly clean the toilets.
- iii. Should carry out washing/cleaning of linen after every change of occupancy, or on every third day.
- iv. Should ensure that all the lights, plumbing fittings, TVs etc. are in working condition and switched off when not in use.
- v. Should convey to supervisor any shortfall in electric supply / water supply before allotment of rooms.
- vi. Should carry luggage of guest to VOF room and back as and when required.
- vii. Should collect rent for the VOF, and keep record of check-in and check-out of visitors in a register prescribed by the Bank.

## **9. Provision of Welcome Kits, Mineral Water, Newspapers, Tea/Coffee Kit, etc.**

All guests should be provided with a welcome kit containing items of daily necessities, Mineral Water, Newspapers and Tea/Coffee Kit.

List of the items to be provided to the visitors is furnished below.

### **A. Welcome Kit**

**One welcome kit (as specified below) should be provided to the visitor and accompanying guests for the entire period of stay. It may be revised by the bank as it deems fit.**

Sl. No.	Item Description	Qty.	Brand
1	Bath soap (25 gm.)	01 No.	Lux/Cinthol or equivalent
2	Toilet soap (25 gm.)	01 No.	Dettol/Medimix or equivalent
3	Toothpaste (15 gm.)	01 No.	Colgate/Pepsodent/Close-up or equivalent
4	Toothbrush	01 No.	Colgate/Pepsodent or equivalent
5	Sachets of shampoo (6 ml)	01 No.	Pantene/Dove/Head and Shoulders/ Clinic Plus or equivalent
6	Hair oil (4 ml)	01 No.	Dabur/Godrej/Parachute or equivalent
7	Shaving kit (disposable razor, shaving cream/gel etc)	01 No.	Gillette 7O'clock razer 3, Cream (Gillette, Park Avenue, Old Spice, Nivea) or equivalent
8	Talcum powder (small)	01 No.	Ponds or equivalent
9	Comb (small)	01 No.	Any standard make
10	Detergent powder sachet (small)	01 No.	Surf/Tide or equivalent
11	<b>Non-Plastic</b> pouch for above items	01 No.	Any standard make

### B. Tea/Coffee Kit

**One tea/coffee kit each (as specified below) should be provided to the visitor and accompanying guests per day. It may be revised by the bank as it deems fit.**

Sl. No.	Item description	Qty.	Brand
1	Tea/coffee sachets (2 gm.)	04 No.	Red Label, Tetley, Taj Mahal, Nescafe, Bru or equivalent
2	Sugar sachets (5 gm.)	04 No.	Any standard make
3	Milk powder sachets (5 gm.)	04 No.	Everyday, Amul or equivalent
4	<b>Non-Plastic</b> pouch for above items	01 No.	Any standard make

### C. Newspapers

**One newspaper (as specified below) should be provided at each occupied room per day.**

<b>Sl. no.</b>	<b>Establishment</b>	<b>Qty.</b>	<b>Agency</b>
1	VOF/ THH only	1 English or 1 Hindi	The Hindu/ TOI/Dainik Bhaskar/Dainik Jagran/ET/Hindustan/Indian Express

#### **D. Mineral Water**

**Two water bottles each (as specified below) should be provided per occupied room per day.**

<b>Sl. No</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Brand</b>
1.	Water Bottle (1 litre)	2	Bisleri, Kinley, Aquafina, or equivalent

The receipt of the welcome kit, packaged drinking water, newspaper and tea/coffee kit shall be duly acknowledged by the visitors.

The expenses incurred by the Agency for supply of the aforementioned items to the visitors will be paid by the Bank only on submission of acknowledgement of the visitors and the rate of items mentioned viz., A, B, C and D will be decided based on market rates and will be finalized by the Bank in consultation with the successful bidder.

**Annexure – A**  
**Basic Information and Evaluation of Eligibility**

Sl. No.	Particulars of company/agency/firm	Details to be filled by the company/agency/firm		Details of Documentary proof in PDF (Page No. / File Name)
1	Name of the company/agency/firm			
2	Type of Company whether, Proprietorship, Partnership etc. (copy of Memorandum and Articles of Association and Partnership Deed in case of companies and firms respectively, Power of Attorney etc.)			
3	Name and address of the Proprietor/ Partners/ Directors of the Company			
4	Copy of Certificate of Incorporation or Registration Certificate			
5	Registered office address and telephone number & email address, Local Contact address/ Telephone number			
6	Office address through which the work will be handled (together with service provider's email address)			
7	Experience in undertaking similar services to other organizations (with documentary evidence) as on March 31, 2020 (including orders on hand at present).	<b>Sl. No</b>	<b>Names, full address &amp; contact no of the organisations to whom service has been provided.</b>	



8	<b>Yearly Turnover for the last 3 years. Agency should have an average annual turnover, from <u>Housekeeping and Maintenance activities</u>, of Rs. 10 lakh(furnish Audited Balance Sheet for 3 years)</b>	2017-18	Rs.	
		2018-19	Rs.	
		2019-20	Rs.	
9	Whether undertaken similar work for any of the Central Government/State Government Departments/Banks/Public or Private Sector Companies/Undertaking/ Autonomous bodies as approved service providers and if so, furnish details as per <a href="#">Annexure B</a> (Client certificates as per qualifying works in <a href="#">Annexure E</a> to be enclosed)			
10	Details of staff available in the organization for deployment (manpower on rolls as on March 31, 2020)			
11	Indicate if involved in any litigation			
12	Any civil suits pending in any of the orders executed, give details			
13	Any disputes (including with statutory authorities) are pending and details of the stage of proceedings			
14	PAN Number			
15	GSTIN Number			
16	EPF Registration Number			
17	ESI Registration Number			

18	Licence Number under CLRA Act, 1970		
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Place:

Date:

Signature of the applicant with Seal



### Annexure - C Details of Banker(s)

	Banker 1	Banker 2
Name of the Branch and its Complete Postal Address *		
Name and Job-title of the Contract Person along with his/her Telephone No.(s) and E-mail etc. *		
Type of Account and Account No. *		
Whether Credit Facility / Overdraft Facility enjoyed by the agency *		
The Period from which the agency has been banking with the Banker *		
Any other information which the bidder may like to furnish about its Bankers: *		
IFSC Code of the Branch *		
<b>PARTICULARS OF CONTRACTORS/SUPPLIERS FOR PAYMENT THROUGH NEFT</b>		
Name of the Firm / Company *		
GSTIN. *		
Permanent Account No. (PAN)*: -		
Postal Address (with Pin code)*		
Contact Person *		
Telephone Number (land)		
Mobile Number *		
E-mail ID *		
Bank Account Number*		
Type of A/c*		
Name of the Bank*		
Name of the Branch*		
IFSC CODE*		
<b>The fields marked with * should be mandatorily filled.</b>		

Place:

Date:

Authorised  
signatory

(with name and  
seal)

## Annexure- D

### FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK (To be uploaded by the Tenderer along with the Tender)

1. Name of the company/agency/firm:
2. Composition of the company/agency/firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited):
3. Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
4. Name of the Banker:
5. Name of the Branch and complete postal address:
6. Name and job title of the contact person along with his/her Telephone No (s) and E-mail etc.:
7. Type of Account:
8. Account Number:
9. IFSC Code:
10. Turnover of the company/agency/firm for the last 3 years (year wise):
11. Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
12. Dealings:
13. The period from which the company/agency/firm has been banking with the bank:
14. Any other remarks:
15. You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹ 12 Lakhs for one year.

(Signature)

For the Bank

Place:

Date:

**Note:**

- i. Banker's certificates should be on letter head of the bank**
- ii. In case of partnership firm, certificate to include names of all partners as recorded with the bank.**
- iii. Scanned copy (PDF format) of the original must be uploaded while submitting e- tender online through mstcecommerce portal.**

## Annexure E

### CONFIDENTIAL

#### Client's certificate regarding performance of company/agency/firm providing management and housekeeping (including catering) services

Name and address of the Client:-

Details of service availed from .....

SI No.	Particulars	Comments
1	Nature of service availed	
2	Agreement No. and date	
3	Agreement amount	
4	Since when dealing with the company/agency/firm	
5	Number of personnel provided	
6	Comments regarding adherence of terms and conditions of contract	
7	Any penalty imposed for non-adherence of terms and conditions of contract	
8	Any other information	

Place:

Date:

Signature of the Authorised Official  
(with seal)

**Please Note: Scanned copy (PDF format) of the original reports in client's official letter head and to be addressed to the Regional Director, Reserve Bank of India, Patna - 800001 must be uploaded while submitting e-tender online through mstcecommerce portal.**

**Annexure - F**

**PRO-FORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY  
DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the  
issuing bank)

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

**The Regional Director  
Reserve Bank of India,  
Patna - 800001**

Dear Sir,

**ANNUAL MAINTENANCE CONTRACT FOR MANAGEMENT AND  
HOUSEKEEPING  
(INCLUDING CATERING) OF BANK'S VISITING OFFICERS' FLATS (VOF),  
TRANSIT HOLIDAY HOMES (THH) AND MEDICAL FLAT (MF) IN PATNA**

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (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

Security for a total amount of ₹. \_\_\_\_\_ (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

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assignees that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or has committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI.

Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake 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 RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor 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 Contractor 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).

- b) Our liability under these presents shall not exceed the sum of Rs..... (Rupees ..... only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these 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 RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of \_\_\_\_\_(Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature .....

Name .....

Address .....

(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 G  
CHECK-LIST FOR TECHNICAL EVALUATION**

Sl. No.	Documents asked for	To be filled by the Bidder	Details of Documentary proof in PDF (Page No. / File Name)
1	Earnest money (NEFT of Rs 24,000/-)		
2	Authorized person of the company/firm/agency, with name, designation address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of Partners/Directors also (Copy of partnership deed/Registration Certificate/MOU/MOA as applicable to be submitted)		
3	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.		
4	Self-attested copy of GST Registration.		
5	Self-attested copy of valid Registration number of the company/firm/agency.		
6	Self-attested copy of the License under Contract Labour (R&A) Act 1970, of the employer for whom the Agency is currently undertaking the work.		
7	Self-attested copy of valid EPF Registration number.		
8	Self-attested copy of valid ESI Registration number		
9	Average Turnover of not less than Rs 10 lakh per annum for the last 3 years, duly certified by the Chartered Accountant.		
10	Copy of audited balance sheets and profit and loss accounts for the past three years i.e. 2017-18, 2018-19 and 2019-20		
11	Income Tax Assessment orders for the past three years i.e. 2017-18, 2018-19 and 2019-20		

12	Copy of Registration of Company/ Firm valid for at least 12 months from the date of commencement of the contract.		
13	3 years of experience as on March 31, 2020 in providing similar services to Central Government/State Government Departments/Banks/Public or Private Sector Companies/Undertakings/ Autonomous Bodies etc.		
14	Address of the company/agency/firm's office in Patna		
15	Any other documents, if required		

**PART – II**

**FINANCIAL BID (FORMAT 1)**

**Note: The rates have to be filled by the tenderer online in the MSTC portal only exclusive of GST. Kindly do not upload this document.**

The rates should be in conformity to **Minimum Wages Act 1948** as published by **Central Government**.

Kindly note that the State Government prescribed rates are **not** to be quoted

In response to the above and in full agreement with the terms and conditions and the pre-qualification criteria as stipulated by you, I/We state as under:-

Sl. No.	Description	Amount (to be quoted on MSTC) ('a')	Total personnel in each category ('b')	Total Amount ('a' x 'b')
	<b><u>Quotes are to be made for per month, per person, exclusive of GST</u></b>			
1	<b>Supervisor - Basic Wages per Person + VDA (Skilled) per month (in Rupees)</b>		1	
	Supervisor –EPF per Person per month		1	
	Supervisor –ESI per Person per month		1	
	Supervisor - Other statutory payments, if applicable -per Person per month		1	
2	<b>Cook - Basic Wages per Person + VDA (Skilled) per month (in Rupees)</b>		1	
	Cook –EPF per Person per month		1	
	Cook –ESI per Person per month		1	
	Cook - Other statutory payments, if applicable - per Person per month		1	
3	<b>Helper cum Attendant - Basic Wages per Person + VDA (Unskilled) per month (in Rupees)</b>		3	
	Helper cum Attendant –EPF per Person per month		3	
	Helper cum Attendant –ESI per Person per month		3	
	Helper cum Attendant - Other statutory payments, if applicable - per Person per month		3	
4.	Cost of housekeeping consumables like room		10	

	freshner, cleaning material etc. <b>per month per flat (total being 10 VOF, THH &amp; Medical Flat)</b>			
5.	Dry cleaning of blankets/quilts/comforters (once a month) <b>per month per flat (total being 10 VOF, THH &amp; Medical Flat)</b>		10	
6.	Service Charges <b>per month</b>		1	
	<b>Total</b>			

***Please note: Quote (Column 'a') to be entered in MSTC website only. The total amount will be calculated automatically by the system.***

**NOTE:**

- a) The Bank would establish the **reasonableness of the rates** in relation to the estimated rates, prevailing market rates, economic indices of the raw material/ labour and other input costs etc., Accordingly, the Bank may, at its discretion, ask any bidder to furnish the break up and rationale based on which the quoted rates have been arrived.
- b) The rates quoted should be **exclusive** of GST. The particular work is considered as 'a Composite supply of Works contract as defined in clause 119 of section 2 of CGST Act'. The Vendor may levy applicable GST as stipulated by GST Council in the invoice submitted to the Bank.
- c) The rates quoted are **inclusive** of reliever charges. No extra amount will be paid for posting a reliever.
- d) The rates quoted must conform to the current minimum wages stipulated by the **Ministry of Labour and Employment, Central Government of India** and that other mandatory charges i.e., EPF, ESI etc are in conformity with the corresponding statutory provisions.
- e) The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws and the Bank's specifications.

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED IN ACCORDANCE WITH CONTRACTOR'S LABOUR REGULATIONS**

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the Contractors beside a business or property of Reserve Bank of India.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Reserve Bank of India or of the Contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property for manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Reserve Bank of India and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.