

E-tender For Providing Housekeeping Services on Outsourcing Basis

Tender by e-tendering process is invited for Providing Housekeeping Services on Outsourcing Basis from Gangtok based reputed and experienced agencies/firms/companies for empanelment with Reserve Bank of India, Gangtok”.

The work is estimated to cost Rs.27,00,000/-. The document can be downloaded from “Tender” Section at RBI’s 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 Limited through the above mentioned website to participate in the tendering process. The schedule of e-tender (SoT) is as follows:

SCHEDULE OF TENDER (SOT)

a. Name of Work	E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok.
b. e-Tender no.	RBI/Gangtok/Estate/48/22-23/ET/80
c. Mode of Tender	e-Tendering System (Part I - Technical bid and Part II – Price Bid) through www.mstcecommerce.com/eprochome/rbi/
d. Date of NIT available to parties to download	May 20, 2022 at 12:00 pm
e. Pre-Bid meeting	May 31, 2022 at 11:00 hrs. Venue- Conference Hall, Reserve Bank of India, Gangtok (The queries may also be sent to the email id : hrrmdgangtok@rbi.org.in)
f. Estimated cost of work	Rs : 27,00,000 (Rupees : Twenty Seven Lakh only)
g. Earnest Money Deposit	Rs 54,000/- (Rupees: Fifty Four Thousand only) Through NEFT only in following account details: Account Number: 186003001 IFSC: RBIS0GTPA01 (5th and 10th digit are Zero) Beneficiary Name: Reserve Bank of India The proof of having remitted the EMD is to be uploaded in MSTC portal.
h. Bank Guarantee	Rs: 1,35,000/- (5% of Estimated Cost) (to be submitted by successful bidder)
i. Transaction Fees	Payment of Transaction fee (as applicable) through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.

j. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	Up to 14:00 hrs on June 07, 2022
k. Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at www.mstcecommerce.com/eprocho.me/rbind	June 01, 2022 from 10:00 hrs onwards
l. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hrs on June 07, 2022
m. Date & time of opening of Part-I - Technical Bid	June 07, 2022 at 15:00 hrs
n. Date & time of opening of Part-II – Price Bid	Shall be informed separately

Note: All the tenderers must note that any amendments / corrigendum to the e-tender, if issued in future, shall only be notified on the website of RBI as provided above and shall not be published in any newspaper.

Place: Gangtok
Date: May 20, 2022

**General Manager and Officer-in-Charge
Reserve Bank of India, Gangtok**



**Reserve Bank of India
Human Resource Management Department
Gangtok**

NOTICE INVITING E-TENDER (NIT) for Providing Housekeeping services on Outsourcing Basis to RBI, Gangtok

Human Resource Management Department, Reserve Bank of India (hereinafter referred to as 'the Bank'), Gangtok invites e-tender in two parts (Part I- Technical Bid & Part II- Price Bid) from reputed Firms / Companies / Agencies for providing Housekeeping services at RBI, Gangtok. The interested vendors must register themselves on the MSTC portal (<https://mstcecommerce.com/eprochome/rbi>) for participating through e-tendering.

2. The contract will be valid upto March 31, 2023 extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods as RBI may decide. The details of the tender document/corrigendum will be available only on RBI Website (<https://www.rbi.org.in>) and MSTC portal. The Tender (Part-I & Part-II) shall be submitted on or **before 14:00 hours on June 07, 2022** through MSTC portal only.

3. The Bank reserves the right to accept or reject any or all the tenders/quotations without assigning any reason thereof.

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

**General Manager and Officer-in-Charge
Reserve Bank of India
Gangtok**



Section I - SCHEDULE OF TENDER (SOT)

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d. Date of NIT available to parties to download	May 20, 2022 at 12:00 pm
e. Pre-Bid meeting	May 31, 2022 at 11:00 hrs. Venue- Conference Hall, Reserve Bank of India, Gangtok (The queries may also be sent to the email id : hrgmdgangtok@rbi.org.in)
f. Estimated cost of work	Rs. 27,00,000 (Rupees : Twenty Seven Lakh only) [For 9 months]
g. Earnest Money Deposit	Rs 54,000/- (Rupees: Fifty-Four Thousand only) Through NEFT only in following account details: Account Number: 186003001 IFSC: RBIS0GTPA01 (5 th and 10 th digit are Zero) Beneficiary Name: Reserve Bank of India The proof of having remitted the EMD is to be uploaded in MSTC portal.
h. Bank Guarantee	Rs: 1,35,000/- (5% of Estimated Cost) (to be submitted by successful bidder.
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k. Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at www.mstcecommerce.com/eprochome/rbind	June 01, 2022 from 10:00 hrs onwards



l. Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid.	Up to 14:00 hrs on June 07, 2022
m. Date & time of opening of Part-I - Technical Bid	June 07, 2022 at 15:00 hrs
n. Date & time of opening of Part-II - Price Bid	Shall be informed separately

**General Manager and Officer-in-Charge
Reserve Bank of India
Gangtok**



DISCLAIMER

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

2. 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.

3. Reserve Bank of India reserves the right not to proceed with the empanelment or to change the particulars of the contract, 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.



Section II

Important instructions regarding E-tender

This is an e-tendering event of Reserve Bank of India, Gangtok. The e-tendering service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

Process of e-Tender:

1. Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid and Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAVE TO BE

SUBMITTED ON-LINE at <https://www.mstcecommerce.com/eprochome/rbi>

a. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

b. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

Contact person (Reserve Bank of India, Gangtok):

- a) Shri Mridul Roychowdhury, Manager, mroychowdhury@rbi.org.in, Mob: 9903896822.
- b) Shri Bikki Prasad, AM, prasadbikki@rbi.org.in, Mob: 9614077158

Contact person (MSTC Ltd):

- i. Shri Sabyasachi Mukherjee, ERO, Mobile No. 7278030407, smukherjee@mstcindia.co.in
 - ii. Shri M H Jain, Assistant Manager, Mobile No-9721277969, mhjain@mstcindia.co.in
 - iii. Shri Kaviti Kranthi Kumar, Mobile no-9174009882, kkumar@mstcindia.co.in
- a) Windows 7 or above Operating System
 - b) IE-7 and above Internet browser.
 - c) Signing type digital signature



d) Latest updated JRE (Java) (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 once)

2. The Technical Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. 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.

4. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

NOTE:

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.



5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

6. E-Tender cannot be accessed after the due date and time mentioned in NIT.

7. Bidding in e-Tender:

a) Vendor(s) need to submit necessary EMD, Transaction fees (If any) to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Price Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website 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 vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by



the Buyer will form a binding contract between Buyer and the Vendor for execution of 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 vendor confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- p) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

Note: The tenderers are requested not to submit PART II (Financial Bid) along with PART I document (Technical Bid), else the participation will be rejected.



RESERVE BANK OF INDIA

Human Resource Management Department

Amdo Golai, Gangtok

E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2023

PART-I

Technical Bid

Name of Tenderer: _____

Address:

Landline/Mobile Number: _____

Last Date for submission: Up to 14:00 hrs on June 07, 2022



Expression of Interest
(On letter head of the tenderer)

Date:

The General Manager & O-i-C
Reserve Bank of India
Gangtok-737102

Dear Sir

Re: E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2023

Having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the tender document hereinafter set out and having visited and examined the site of the works specified therein and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer for my/our Firm / Company / Agency to be empaneled for providing Housekeeping services to be deployed at RBI, Gangtok.

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

I/We also understand that mere filling of the E-Tender does not automatically qualify me/us for being empaneled. I/We also agree to RBI, Gangtok's right to reject any or all Applications (including mine/ours) without assigning any reason thereof.

I/We agree to all the terms and conditions of the tender notice.

Thanking you

Yours faithfully

Signature and Seal of the tenderer:

Address:



E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2023

Terms and Conditions of the Contract:

General Instructions:

1. Reserve Bank of India, Gangtok intends to empanel a reputed Firm / Company / Agency for providing Housekeeping services at RBI, Amdo Golai, Gangtok on contract basis as per laid down Contractual obligations upto March 31, 2023. However, the Contract can be further extended for a further period of two years, one year at a time, or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer.
2. **The deployment of manpower should be as follows:-**

SN	Category	No
1	Skilled Worker	4
2	Unskilled Worker	7

3. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the currency of the Contract. The Bank reserves the right to award entire Contract to one tenderer or separately. Estimated Contract value is Rs.27,00,000/- (Rupees: Twenty-Seven Lakh only) excluding GST and statutory taxes for the contract period.

4. Submission of Tender:

- i. Tenderers will have to submit the transaction fee and shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- ii. The tenderers shall submit their technical bid as well as the price bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- iii. If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.
- iv. The tenderers are requested not to submit PART II (Financial Bid) along with PART I document (Technical Bid), else the participation will be rejected.

5. Earnest Money Deposit (EMD) and Bank Guarantee:

- i. Earnest Money Deposit (EMD) for **Rs. 54,000/- (Rupees: Fifty-Four Thousand only)** is to be deposited through NEFT/online mode during the submission of the tender. Failure to comply with this condition will render the tender void and the tender will be rejected. The EMD will be returned to all the unsuccessful tenderers after the



completion of the tender process. No interest shall be paid on this deposit. EMD of the successful tenderer will be adjusted against Security Deposit.

- ii. MSME/NSIC registered organizations will be eligible for Exemption from EMD as per applicable Statutory Provisions. However, valid Certificate must be enclosed with technical bid for EMD Exemption.
- iii. The successful tenderer shall deposit 5% of Contract value as Bank Guarantee (BG) of Rs: 1,35,000/- (Rupees: One Lakh Thirty-Five Thousand only). Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor. The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.
- iv. Failure of the successful tenderer to submit the Bank Guarantee of Rs: 1,35,000/- (Rupees: One Lakh Thirty-Five Thousand only) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
- v. The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc

6. Eligibility Criteria (Pre-qualification Criteria):

The tenderer should satisfy the following conditions and is requested to enclose the following documents in Part-I, Technical Bid. Part-II, Price Bid of only those tenderers will be opened who are found eligible after the scrutiny of Part-I, Technical Bid:

- i. The tenderer may be a Proprietary firm, Partnership firm, Limited company or Corporate Body legally constituted and reputed for providing Maintenance Staff/Office Staff on outsourcing basis.
- ii. The tenderer must have full-fledged office in Gangtok, Sikkim. A copy of trade license / license under shop & establishment Act/ Registration with State Labour Department of Sikkim must be submitted as a proof of service set up. **
- iii. The tenderer should have applicable tax registrations PAN and GST supported by documentary evidence.
- iv. Tenderer should have an annual turnover of an amount not less than Rs. 27 lacs during three financial years i.e. 2019-2020, 2020-21 and 2021-2022 as reflected from its Audited Balance Sheets, if audited balance sheet for 2021-22 is not available, a provisional balance sheet certified by a Chartered Accountant can be submitted.
- v. The tenderer must have completed similar works in the last five years (works undertaken and completed on or after March 31, 2018) and should submit documentary evidence for:



- a. Three similar works each costing not less than the amount equal to 40% of the estimated cost.
OR
- b. Two similar works each costing not less than the amount equal to 50% of the estimated cost.
OR
- c. One similar work costing not less than the amount equal to 80% of the estimated cost.

Note: "Similar work" is defined as Annual Service Contract for Providing Manpower on outsourced basis. The contractor should mention the whole value of the work order while uploading work orders.

- vi. Tenderer should be continuously in business at least for 5 years as on March 31, 2022 (supported by documentary evidence).
- vii. Tenderer should have existing deployment of manpower - Office Staff/ Housekeeping Staff in of Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish Reference Sites and on request by the RBI the Referees should testify about the performance of the tenderer to RBI's satisfaction.
- viii. Tenderer should have valid Certificate of Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948.
- ix. Tenderer should have a current account in a scheduled bank and should give an undertaking that it is ready to receive the payments through RTGS/ NEFT.
- x. Tenderer should upload the following documents along with Part-I, **Technical Bid**:
 - a. Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
 - b. Income Tax Returns for three Financial Years i.e. 2019-20, 2020-2021 and 2021 - 22 and PAN Card. (In Case, income tax returns for the year 2021-2022 is not available, Income Tax Return for the 2018-2019, 2019-20 and 2020-21 can be submitted)
 - c. Audited Balance Sheet for three Financial Years i.e. 2019-20 and 2020-21, 2021-2022 (in-case of non-availability of Audited Balance Sheet for 2021-22, a provisional balance sheet for 2021-2022 certified by a Chartered Accountant may be submitted.
 - d. Certificate of registration from Employees' State Insurance Corporation (latest).
 - e. Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).
 - f. GST Registration Certificate.
 - g. Performance feedback from minimum of three clients, preferably Govt. / Public Sector clients availing the service.
 - h. Solvency Certificate from banker.



** Note: It is to be noted that, if less participation is observed and the participation of any tenderer becomes ineligible for the tender on this condition only, the participation of the tenderer may be qualified subject to the submission of a declaration that they will open an office in Gangtok within 6 months after getting work order.

7. Scope of work:

The tenderer shall have to provide Housekeeping services on outsourced basis as per the requirement of Reserve Bank of India, Gangtok. The broad Scope of Work and Guidelines to be followed by the deployed personnel will be as under:

(A) Work to be performed by Skilled Worker No 1:

- i. A valid driver's license for light vehicle and well experienced as a Driver
- I. Ability to speak and write in Hindi and a local language;
- II. Practice safe driving habits and follow all state and national safety regulations and standards.
- III. Accurately follow routes, maps, and directions and knowledge of area roads and neighborhoods.
- IV. Open vehicle doors and assist passengers.
- V. Safely transporting office staff as well as various products and materials to and from specified locations in a timely manner.
- VI. Assisting with the loading and offloading of staff luggage, products, and materials.
- VII. Ensuring that all required vehicle document such as PUC, Insurance etc. are up to date. And informing about any pendency/ lapses of documents adequately prior to their expiry.
- VIII. Ensuring that the office vehicle is always parked in areas that permit parking in order to avoid towing.
- IX. Promptly informing the office of any challan issued against the office vehicle during work hours.
- X. Keeping the office vehicle clean and properly maintained by performing regular washing, cleaning and vehicle maintenance.
- XI. Providing accurate time and kilometer records of the office vehicle.
- XII. Reporting any accidents, injuries, and vehicle damage to officer concerned immediately.
- XIII. Availability to occasionally take weekend and night shifts

(B) Scope of work for Skilled Worker No 2:

- (i) To attend and rectify defects in the Bank's telephone/lines and electrical / electromechanical installations in all the flats/ complex, staircase lights, gymnasium, community hall, pump room, common area toilets, watchman cabins and dispensary etc. within 24 Hrs from the time of registering the complaint.



- (ii) To depute skilled Government licensed wireman and helper every day (including Saturday, Sunday and Holiday) in residential colonies/office.
- (iii) To check the level of distilled water in the batteries of inverters and DG sets and all the electrical connections of Bank's Inverter in the colony/office. To supply and refill distilled water in the batteries. To clean the inverter cabinet, inverter and batteries. These activities are to be carried out once in a month.
- (iv) To check all the earth stations and insulation resistance of cables and submit the test report for the same once in six months along with the bill.
- (v) To clean all common area lighting fixtures/wall-fans/ceiling-fans/exhaust fans/ chimney etc once in a month.
- (vi) To carryout regular / periodical maintenance and tightening of all electrical connections of SFU, ICDP, ICTP, MCBDB's RCCBs meter rooms and pump room starters/panels at residential colonies/office.
- (vii) To keep all electrical installations in up-to-date condition and complaints of any residents should not be kept pending.
- (viii) To attend and rectify the emergency complaint after regular hours.
- (ix) To check all the safety (electric and mechanical) of all the ceiling/wall fans and clean the ceiling fan once in a quarter. To replace the faulty parts such as split pin, quarter pin, rubber bush etc (except fan motor and fan blade).
- (x) To register electric supply failure complaint with electricity authority and follow-up till restoration of electric supply (in the event of failure of electric supply of complete colony/common area including all staircase lighting)
- (xi) To maintain a register for preventive maintenance in consultation with Engineer-in-charge or his representative.
- (xii) To carry out electric preventive maintenance of electrical items of Bank provided at of SRA/FRA.
- (xiii) To carry out complete servicing of geysers, Exhaust and ceiling fans once in a year.
- (xiv) All electrical accessories required for the replacement in the colony will be obtained prior approval by the Bank. To replace/ install tube light fittings/geysers/ ceiling fans/ exhaust fans/cabin fan/ wall fan/ pedestal fan/ CFLs/ LED/fluorescent tube light/ PL tubes/ electrical switching material (accessories) will be obtained prior approval by the Bank, using required hardwires like screw, rawal plug, anchor fastener, cord wire etc.
- (xvii) To assist BSNL official or other service provider like internet Cable TV, CCTV, Video door phone, Intercom to install/ rectify defects inside flat. To coordinate with BSNL official to rectify long pending complaints from their side. To carryout complete maintenance of telephone installation.
- (xviii) To attend and rectify the complaints related to electric chimneys installed in all flats including bulbs in it.



- (xxi) The list is only indicative. Any maintenance work not specifically mentioned above but required for healthy operation of the system concerned and for the satisfaction of the occupant/complaint will be considered in port of scope of work.
- (xxii) Regular checking and cleaning of all panels, loose connection, ups, DG sets, transformers, Circuit breakers, inverters, Wet/dry wet riser system, Fire Alarm System, Geysers, CCTV system, Water Lifting Pumps, PA system, intercom system, VDP system and electrical & mechanical equipment etc. for its proper functioning and healthy operation and maintenance.
- (xxiii) The worker must know have the knowledge of Plumbing.

(C) Scope of work for Skilled Worker No 3 & 4

- i. The cook deployed must be skilled to prepare hygienic and delicious meals according to menu including both veg and non-veg dishes. The cook will have to work in the kitchen attached to the lounge in the Bank necessarily except under circumstances approved by the Bank.
- ii. Prepare both Breakfast and Lunch as per menu pre-decided by the Bank.
- iii. Indent and place demand for required ration/provisions well in advance for the scheduled menu.
- iv. Ensure all food and other items are stored properly
- v. Check quality of ingredients and bring about any deficiency to officer/staff concerned.
- vi. Setting up the modular kitchen provided in the lounge with all needed ingredients and cooking equipment.
- vii. Must be well versed with the use of Microwave / grillers/oven and other kitchen equipment.
- viii. Preparation of snacks/meals for meetings/Special Lunch organized in the Bank premises.
- ix. Monitor stock and place orders to ensure smooth function of the kitchen.
- x. Ensure all kitchen equipment / items and other stores are maintained properly.
- xi. Keep a sanitized and orderly environment in the kitchen.

(D) Scope of work for unskilled workers No.5-10:

- i) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including at regular intervals on daily basis. Cleaning sweeping, mopping with disinfectant staircases, cabins, lobbies, reception, Lounge, pantries, Corridors Ceilings, Office Rooms/ cabins, training rooms, conference rooms etc. at regular intervals on daily basis.
- ii) Vacuum cleaning of all carpets and upholstered furniture. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc. Spray the room fresheners in all cabins/rooms on daily basis at regular



intervals.

iii) Cleaning of dust bins, wastepaper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. two times. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full time to time. Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.

iv) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet Seats, containers etc. Brush thoroughly to include below water level and under rims Including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime. Thorough cleaning of all Washrooms with phenol, removing all dust and unwanted material, keeping dry, cleaning of window grills/glass once in a day. Naphthalene balls should be put in wash basins and toilets. Air purifiers, toilet rolls and liquid soap are to be provided by the bidder regularly to ensure continuous availability of the materials in requisite place.

(E) Scope of work for unskilled workers No.11:

- i). Maintain the beautification of the terrace garden & vertical garden.
- ii). Must to know sowing/ plantation. Should be able to grow and maintain seasonal flowering plants. Monitor and maintain the health of plants. Work with hand tools and basic light machinery to trim and fertilize the plants.
- iii). Maintain the terrace garden & vertical garden by clearing rubbish and litter.
- iv). Deal with pest problems that could damage plants Maintain the beautification. Spraying of insecticides, pesticides etc. as and when required or directed by Bank.
- v). Watering the plants regularly. Cleaning/ washing of Plants. The foliage shall be cleaned/ washed once in a week.
- vi). Remove and dispose all garbage, dry, wet and kitchen waste generated from the Office, Lounge and garden area with GMC garbage collector in due time.

Note: The contractor has to provide the personal protective equipment as per requirement to the respective worker for accomplishing their job. The cost of the same should not be deducted from the wages.

8. If the space is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

9. Application containing false or inadequate information is liable for rejection.

10. Price Bids of only those tenderers who qualify the Technical Bid will be opened. Price Bids of the tenderers who do not qualify the Technical Bid will not be opened.



11. Eligibility Criteria for Personnel's to be deployed:

- i. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than MBBS as produced for verification by the Contractor.
- ii. The manpower deployed by the tenderer during the currency of the Contract shall not work in any other organization or shall not be deployed by the tenderer at any other organization. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the tenderer. Bank shall have the right to ask for a suitable replacement in such a case.
- iii. All the manpower deployed shall be persons between 18 and 45 years of age.
- iv. The cook deployed should be skilled to prepare different varieties of buffet spread for breakfast and Lunch.
- v. The manpower deployed should be able bodied and trained persons with good health and clean record.

12. Pay Structure:

- i. The prospective tenderer may quote above the higher wages as per the notification published on minimum rates of wages by Central Govt./ State Govt. whichever is higher from time to time, besides paying all other statutory payments of the minimum wages adhering to statutory guidelines to obviate any breach of statutory provisions.
- ii. Rates quoted by the tenderer shall be a fixed amount throughout the period of the agreement. However, the Bank shall consider changes on account of revision of minimum wages/statutory provisions as notified by the Government during the currency of the contract. Service charges will be constant throughout the currency of the contract irrespective of changes in minimum wages.
- iii. The rates should be inclusive of all applicable elements as per applicable Statutory Provisions except GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.

13. Agreement Between the successful tenderer and the Bank:

The successful tenderer shall execute an Agreement, at its own expenses, on a non-judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, in duplicate, on receipt of intimation from the Bank of the acceptance of his tender. The Bank and the tenderer will retain one copy of the agreement each.



14. No Commitment to Accept Lowest or any Tender:

The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

15. Terms of Payment:

- i. The tenderer shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.
- ii. The tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the tenderer and submitted to the Bank shall be made by the Bank after the end of every calendar month. The tenderer must pay salary to the manpower deployed by 5th of every month.
- iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the tenderer.
- iv. In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- v. The payment of the bill to the tenderer will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The settlement of the severed part will be separately dealt with as per terms and conditions of the contract.

16. Penalty and Liquidated Damages:

- i. The Bank will impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.



- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful tenderer are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful tenderer can be terminated by giving a short notice of seven days (7) or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

17. Identity card and Other Facilities:

- i. It shall be the responsibility of the successful tenderer to provide name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the Housekeeping services in the Bank's Premises or elsewhere.
- iii. In case of Housekeeping services, cleaning material will be provided by the Bank.

18. Reporting:

- i. The tenderer will introduce its manpower to designated officer / controlling officer / security officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the tenderer shall furnish the complete particulars / bio-data of personnel with passport size color photo, duly attested by a Gazetted Officer before deployment.
- ii. The Bank reserves the right to advise the tenderer to remove any personnel found not discharging his/her duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points for the personnel deployed by the tenderer will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the tenderer will have to abide by such direction.
- iv. It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the tenderer. The replacement personnel should be able to join his duty within two hours, failure to do so would render the tenderer liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the tenderer. Such replacement personnel shall also be subject to meeting the required standards.

19. Termination of the Contract:

- i. 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



- without assigning any reason and without payment of any compensation, if
- a. in the opinion of the Bank (which shall not be called in question by the tenderer and shall be binding on the tenderer) the tenderer fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - b. the tenderer commits a breach of any terms and conditions of this agreement and/or
 - c. the tenderer is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the tenderer and/or
 - d. for any reason whatsoever, the tenderer becomes disentitled in law to perform his obligations under this agreement and/or
 - e. There is any variation in the ownership/partnership of the management of the tenderer or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Bank or the tenderer wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

20. Settlement of Disputes by Arbitration:

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Gangtok and only courts in Gangtok shall have jurisdiction to determine the same.

21. Compliance with “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013

- a) The Contractor shall be solely responsible for full compliance with the provision of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the Bank's Premises, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or the Local Complaints Committee, as applicable, and the Contractor 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 Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the



employee of the Contractor is proved.

- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's Premises, at all times.

22. Other terms and conditions:

- i. The tenderer shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for the following:
 - a) Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
 - b) Any loss suffered by the Bank as a result of disclosure of any confidential information.
Failure to observe the above shall be treated as breach of Contract on the part of the tenderer and the Bank shall be entitled to claim damages and pursue legal remedies.
- ii. The tenderer shall be wholly responsible for the liabilities, if any, in respect of losses and claims, damages or compensation for breach of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen's Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other applicable law/statute in force from time to time in this regard.
- iii. Any dispute regarding working hours and of compensation payable to the workers deployed by the tenderer will be the responsibility of the tenderer and no representation will be entertained on this issue by this Office. The tenderer shall totally indemnify the Bank in this regard.
- iv. If awarded, the tenderer shall not assign the Contract. The tenderer shall not sublet any portion of the Contract except with written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the tenderer rescinding the Contract.
- v. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients are not found satisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e-tender and Part-II of the e-tender will be not be opened. The Bank is not bound to assign any reason for rejecting the tender.
- vi. After prima facie scrutiny, if any tenderer is found not fulfilling the required eligibility criteria, the tender submitted by it will not be processed further.
- vii. The tenderer / manpower deployed by it shall not disclose directly or indirectly to



- anyone details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipment's etc., which may come to the possession or knowledge of the tenderer during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The tenderer 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 tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank.
- viii. The tenderer shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
 - ix. The Manpower deployed shall work as per the timings decided by the Bank, subject to applicable statutory provisions.
 - x. The tenderer shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
 - xi. The tenderer shall provide information as required in respect of manpower deployed by it to enable the Bank to monitor compliance of Employees' Provident Fund Organization, Employees' State Insurance Corporation, etc.
 - xii. The tenderer shall ensure that all persons employed by it, for the purpose of rendering the services required by the Bank are insured as per Workman's Compensation Act and other applicable statute for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower.
 - xiii. The authorized person of the tenderer, other than the personnel deployed, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank. The tenderer shall ensure that no employee of the tenderer will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.
 - xiv. The tenderer shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
 - xv. The tenderer shall, at its own expenses, get the manpower deployed by it medically and clinically examined as per the tests prescribed by the Bank within one month of



- awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the tenderer.
- xvi. The tenderer shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The tenderer shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the Bank's authorized Officer assigned for this work. The register shall be submitted to the Bank after every payment to the manpower. In addition, the tenderer will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The tenderer has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by the Bank as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The tenderer shall also keep the Bank indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities.
- xvii. The tenderer shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior 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 tenderer and /or the manpower deployed have observed the same.
- xviii. The tenderer shall provide a day of rest to the manpower deployed as per applicable statutes.
- xix. The tenderer shall obtain a licence under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the tenderer alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the tenderer and shall in no way be made liable to the persons deployed by the tenderer.
- xx. The Contract can be further extended for a further period of two years, one year at a time, or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer. The decision of the Bank in this regard will be final.
- xxi. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the tenderer and the Bank shall not be liable in any manner whatsoever.
- xxii. 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.



- xxiii. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the tenderer shall alone be liable to pay such damages or compensation to the persons deployed.

23. Opening of Tender:

Part-I of the e-tender will be opened on **June 07, 2022 at 15:00 hrs** in the presence of the tenderers or authorized representative of the tenderers who choose to be present. Part-II, Price Bid of only those tenderers who qualify the Part-I, Technical Bid will be opened at a later date which will be advised to the tenderers.

24. Validity of Offer:

The application and rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the Price Bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

- 25.** The tenderer must obtain for itself on its own responsibility and at its own expenses all the information which may be necessary for the purpose of making tender and for entering into a Contract and must inspect the site of work, acquaint itself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

- 26.** Clarifications, if any, may be obtained from the Manager, Human Resource Management Department, Reserve Bank of India, Gangtok-737102.

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 Contract is entrusted to me/us.

I/we also note that this letter will form part of the Contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Signature and seal of the tenderer/s:

Date: _____

Place: _____ Landline/Mobile No. _____



Part- I TECHNICAL BID (BASIC INFORMATION)

Sr.	Information Required	Comments of the Tenderer	Pg no.
1.	<p>Name and Address of the organization</p> <p>i. Address and telephone number of Registered Office</p> <p>ii. Address of the Office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.</p>		
2.	<p>Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act,1956) (Please enclose relevant documents.)</p>		
3.	<p>Name/s of the Proprietor /Partners /Directors of the Organization</p>		
4.	<p>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship.)</p>		
5.	<p>The tenderer should be continuously in business at least for 5 years as on March 31, 2022. (Attach documentary proof such as Certificate of Incorporation, IT Returns, PAN card etc.)</p>		
6.	<p>Whether the tenderer complies with the provisions of Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; and other acts as applicable from time to time.</p>		
7.	<p>Existing deployment in Govt. institutions / bodies / establishments (including residential premises) or institute of repute with deployment of manpower. The tenderer should furnish three Reference Sites and on request by the RBI, the Referees should testify about the performance of</p>		



	the tenderer to the RBI's satisfaction. Details as per Annex-I may be provided. Please enclose performance feedback from three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2021)		
8.	Annual turnover of the tenderer during three financial years i.e. 2019-20, 2020-21 and 2021-2022 should be of not less than Rs.27 Lacs per year as reflected in the audited balance sheet of the respective years. (in-case of non-availability of Audited Balance Sheet for 2021-22, the applicant can submit a provisional balance sheet certified by a Chartered Accountant)		
9.	Whether the firm/company has been issued PAN. Income Tax Return (i) F.Y. 2019-20 (ii) F.Y 2020-21 (iii) F.Y.2021-2022 (In Case, income tax returns for the year 2021 -22 is not available, Income Tax Return for the 2018-19, 2019-20 and 2020-2021 can be submitted)		
10.	Audited Balance Sheet for three Financial Years i.e. 2019-20, 2020-21 and 2021-2022 (in-case of non-availability of Audited Balance Sheet for 2021-22, the applicant can submit GST Return for the year 2021-22 or a provisional balance sheet certified by a Chartered Accountant may be provided)		
11	Whether Audited Balance Sheet of 2021 – 2022 is available? If yes please submit the same.		
12.	Certificate from ESI Corporation (latest).		
13.	Certificate from EPF Organization under EPF and Miscellaneous Provisions Act, 1952 (latest).		
14.	GST Registration Certificate.		
15.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.		



16.	The tenderer must have an Office in Gangtok, Sikkim. Provide details:		
17.	The tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than March 31, 2022)		
18.	The Bank Account details (Account Number and IFSC Code) where payments would be received by the Tenderer in respect of the deployed manpower should be provided. Payments will be made through RTGS/NEFT		



Articles of Agreement

This Agreement made on this _____ day of _____ 2022 between Reserve Bank of India, having its Office at Amdo Golai, Gangtok, Sikkim (hereinafter referred to as the “Bank”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part
and

M/s _____, having its Office at

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

Whereas the Contractor is carrying on the business of providing personnel for Housekeeping services at a Govt. institution/ body/ establishment and has adequate experience in such jobs for rendering such services.

and whereas the Bank is desirous of availing services of the Contractor for the purpose as indicated in the letter no. _____ dated _____.

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

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

1. That the Contractor shall provide Housekeeping services for the Office premises at Amdo Golai, Gangtok
2. This agreement will remain in force up to March 31, 2023 or unless it is terminated as per the terms hereinafter contained.
3. The quoted charges of Rs. _____ (In words: Rupees _____) covering the cost of manpower deployed shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank’s Security Officer/ Bank’s Officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.



4. Scope of work:

The Contractor shall have to provide Housekeeping services on outsourced basis as per the requirement of Reserve Bank of India, Gangtok. The broad Scope of Work and Guidelines to be followed by the deployed personnel will be as under:

a) Work to be performed by Skilled Worker No 1:

- i. A valid driver's license for light vehicle and well experienced as a Driver
- ii. Ability to speak and write in Hindi and a local language;
- iii. Practice safe driving habits and follow all state and national safety regulations and standards.
- iv. Accurately follow routes, maps, and directions and knowledge of area roads and neighborhoods.
- v. Open vehicle doors and assist passengers.
- vi. Safely transporting office staff as well as various products and materials to and from specified locations in a timely manner.
- vii. Assisting with the loading and offloading of staff luggage, products, and materials.
- viii. Ensuring that all required vehicle document such as PUC, Insurance etc. are up to date. And informing about any pendency/ lapses of documents adequately prior to their expiry.
- ix. Ensuring that the office vehicle is always parked in areas that permit parking in order to avoid towing.
- x. Promptly informing the office of any challan issued against the office vehicle during work hours.
- xi. Keeping the office vehicle clean and properly maintained by performing regular washing, cleaning and vehicle maintenance.
- xii. Providing accurate time and kilometer records of the office vehicle.
- xiii. Reporting any accidents, injuries, and vehicle damage to officer concerned immediately.
- xiv. Availability to occasionally take weekend and night shifts

b) Scope of work for Skilled Worker No 2:

- (i) To attend and rectify defects in the Bank's telephone/lines and electrical / electromechanical installations in all the flats/ complex, staircase lights, gymnasium, community hall, pump room, common area toilets, watchman cabins and dispensary etc. within 24 Hrs from the time of registering the complaint.
- (ii) To depute skilled Government licensed wireman and helper every day (including Saturday, Sunday and Holiday) in residential colonies/office.
- (iii) To check the level of distilled water in the batteries of inverters and DG sets and all the electrical connections of Bank's Inverter in the colony/office. To supply and refill distilled water in the batteries. To clean the inverter cabinet, inverter and batteries. These activities are to be carried out once in a month.
- (iv) To check all the earth stations and insulation resistance of cables and submit the test report for the same once in six months along with the bill.



- (v) To clean all common area lighting fixtures/wall-fans/ceiling-fans/exhaust fans/ chimney etc once in a month.
- (vi) To carryout regular / periodical maintenance and tightening of all electrical connections of SFU, ICDP, ICTP, MCBDB's RCCBs meter rooms and pump room starters/panels at residential colonies/office.
- (vii) To keep all electrical installations in up-to-date condition and complaints of any residents should not be kept pending.
- (viii) To attend and rectify the emergency complaint after regular hours.
- (ix) To check all the safety (electric and mechanical) of all the ceiling/wall fans and clean the ceiling fan once in a quarter. To replace the faulty parts such as split pin, quarter pin, rubber bush etc (except fan motor and fan blade).
- (x) To register electric supply failure complaint with electricity authority and follow-up till restoration of electric supply (in the event of failure of electric supply of complete colony/common area including all staircase lighting)
- (xi) To maintain a register for preventive maintenance in consultation with Engineer-in-charge or his representative.
- (xii) To carry out electric preventive maintenance of electrical items of Bank provided at of SRA/FRA.
- (xiii) To carry out complete servicing of geysers, Exhaust and ceiling fans once in a year.
- (xiv) All electrical accessories required for the replacement in the colony will be obtained prior approval by the Bank. To replace/ install tube light fittings/geysers/ ceiling fans/ exhaust fans/cabin fan/ wall fan/ pedestal fan/ CFLs/ LED/fluorescent tube light/ PL tubes/ electrical switching material (accessories) will be obtained prior approval by the Bank, using required hardwires like screw, rawal plug, anchor fastener, cord wire etc.
- (xvii) To assist BSNL official or other service provider like internet Cable TV, CCTV, Video door phone, Intercom to install/ rectify defects inside flat. To coordinate with BSNL official to rectify long pending complaints from their side. To carryout complete maintenance of telephone installation.
- (xviii) To attend and rectify the complaints related to electric chimneys installed in all flats including bulbs in it.
- (xxi) The list is only indicative. Any maintenance work not specifically mentioned above but required for healthy operation of the system concerned and for the satisfaction of the occupant/complaint will be considered in port of scope of work.
- (xxii) Regular checking and cleaning of all panels, loose connection, ups, DG sets, transformers, Circuit breakers, inverters, Wet/dry wet riser system, Fire Alarm System, Geysers, CCTV system, Water Lifting Pumps, PA system, intercom system, VDP system and electrical & mechanical equipment etc. for its proper functioning and healthy operation and maintenance.
- (xxiii) The worker must know have the knowledge of Plumbing.



c) Scope of work for Skilled Worker No 3 & 4:

- i) The cook deployed must be skilled to prepare hygienic and delicious meals according to menu including both veg and non-veg dishes. The cook will have to work in the kitchen attached to the lounge in the Bank necessarily except under circumstances approved by the Bank.
- i) Prepare both Breakfast and Lunch as per menu pre-decided by the Bank.
- ii) Indent and place demand for required ration/provisions well in advance for the scheduled menu.
- iii) Ensure all food and other items are stored properly
- iv) Check quality of ingredients and bring about any deficiency to officer/staff concerned.
- v) Setting up the modular kitchen provided in the lounge with all needed ingredients and cooking equipment.
- vi) Must be well versed with the use of Microwave / grillers/oven and other kitchen equipment.
- vii) Preparation of snacks/meals for meetings/Special Lunch organized in the Bank premises.
- viii) Monitor stock and place orders to ensure smooth function of the kitchen.
- ix) Ensure all kitchen equipment / items and other stores are maintained properly.
- x) Keep a sanitized and orderly environment in the kitchen.

d) Scope of work for unskilled workers No.5-10:

- i) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including at regular intervals on daily basis. Cleaning sweeping, mopping with disinfectant staircases, cabins, lobbies, reception, Lounge, pantries, Corridors Ceilings, Office Rooms/ cabins, training rooms, conference rooms etc. at regular intervals on daily basis.
- ii) Vacuum cleaning of all carpets and upholstered furniture. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc. Spray the room fresheners in all cabins/rooms on daily basis at regular intervals.
- iii) Cleaning of dust bins, wastepaper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. two times. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full time to time. Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.
- iv) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet Seats, containers etc. Brush thoroughly to include below water level and under rims Including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime. Thorough cleaning of all Washrooms with phenol, removing all dust and unwanted material, keeping dry, cleaning of



window grills/glass once in a day. Naphthalene balls should be put in wash basins and toilets. Air purifiers, toilet rolls and liquid soap are to be provided by the bidder regularly to ensure continuous availability of the materials in requisite place.

e) Scope of work for unskilled workers No.11:

- i). Maintain the beautification of the terrace garden & vertical garden.
- ii). Must to know sowing/ plantation. Should be able to grow and maintain seasonal flowering plants. Monitor and maintain the health of plants. Work with hand tools and basic light machinery to trim and fertilize the plants.
- iii). Maintain the terrace garden & vertical garden by clearing rubbish and litter.
- iv). Deal with pest problems that could damage plants Maintain the beautification. Spraying of insecticides, pesticides etc. as and when required or directed by Bank.
- v). Watering the plants regularly. Cleaning/ washing of Plants. The foliage shall be cleaned/ washed once in a week.
- vi). Remove and dispose all garbage, dry, wet and kitchen waste generated from the Office, Lounge and garden area with GMC garbage collector in due time.

Note : The contractor has to provide the personal protective equipment as per requirement to the respective worker for accomplishing their job. The cost of the same should not be deducted from the wages.

f) Eligibility Criteria for Personnel's to be deployed:

- a) Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than MBBS as produced for verification by the Contractor.
- b) The manpower deployed by the Contractor during the currency of the Contract shall not work in any other organisation or shall not be deployed by the Contractor at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the Contractor, which will be recovered from its monthly bills or security deposit or any other dues of the Contractor. Bank shall have the right to ask for a suitable replacement in such a case.
- c) Personnel deployed shall be persons between 18 and 45 years of age.
- d) Skilled worker should be able to read English language.
- e) The manpower deployed should be able bodied and trained persons with good health and clean record.

g) Pay Structure:

- a) The prospective tenderer may quote above the higher wages as per the notification published on minimum rates of wages by Central Govt./ State Govt. whichever is higher from time to time, besides paying all other statutory payments of the minimum wages adhering to statutory guidelines to obviate any breach of statutory provisions



- b) Rates quoted by the contractor shall be a fixed amount throughout the period of the agreement. However, the Bank shall consider changes on account of revision of minimum wages/statutory provisions as notified by the Government during the currency of the contract. Service charges will be constant irrespective of changes in Minimum wages act.
- c) The rates should be inclusive of all applicable elements as per applicable Statutory Provisions except GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.

h) Terms of Payment:

- a) The tenderer shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.
- b) The tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the tenderer and submitted to the Bank shall be made by the Bank after the end of every calendar month. The tenderer must pay salary to the manpower deployed by 5th of every month.
- c) The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the tenderer.
- d) In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- e) The payment of the bill to the tenderer will normally be done by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The settlement of the severed part will be separately dealt with as per terms and conditions of the contract

i) Bank Guarantee:

- a) The successful tenderer shall deposit 5% of Contract value as Bank Guarantee (BG) of Rs: 1,35,000/- (Rupees: One Lakh Thirty-five Thousand only). Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor. The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank



Guarantee.

- b) Failure of the successful tenderer to submit the Bank Guarantee of Rs: 1, 35,000/- (Rupees: One Lakh Thirty-five Thousand only) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
- c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc

j) Penalty and Liquidated Damages:

- a) The Bank will impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in **Termination of the contract.**
- b) In case of breach of any/or more of the conditions in the agreement and/or services provided by the Contractor are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the Contractor can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

k) Other Facilities:

- a) It shall be the responsibility of the Contractor to provide name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- b) The Bank will not provide accommodation to the personnel deployed in the Bank's Premises or elsewhere.
- c) In case of Housekeeping services, cleaning material will be provided by the Bank.
- d) The Contractor must arrange all necessary measures to keep the workers compliant to COVID 19 norms as prescribed by the authorities and as per instruction issued by the Bank from time to time.

l) Reporting:

- a) The Contractor will introduce its manpower to designated officer/ controlling officer/ security officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the Contractor shall furnish the complete particulars / bio- data of personnel with passport size color photo, duly attested by a Gazetted Officer, before deployment.
- b) The Bank reserves the right to advise the Contractor to remove any personnel found not



discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.

- c) The duty points and retention of personnel deployed by the Contractor will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the Contractor will have to abide by such direction.
- d) The personnel deployed shall work as per the timings decided by the Bank, subject to applicable statutory provisions.
- e) It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the Contractor. The replacement personnel should be able to join his duty within two hours, failure to do so would render the Contractor liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the Contractor. Such replacement personnel shall also be subject to meeting the required standards.

m) Termination of the Contract:

- i. 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 without assigning any reason and without payment of any compensation, if
 - a. 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
 - b. the Contractor commits a breach of any terms and conditions of this agreement and/or
 - c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
 - d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

n) Settlement of Disputes by Arbitration:

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Gangtok and only courts in Gangtok shall have jurisdiction to determine the same.



o) Compliance with “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013

- a) The Contractor shall be solely responsible for full compliance with the provision of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the Bank’s Premises, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or the Local Complaints Committee, as applicable, and the Contractor 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 Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s Premises, at all times.

p) Other Terms and conditions:

- i. The tenderer shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for the following:
 - q) Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
 - r) Any loss suffered by the Bank as a result of disclosure of any confidential information.
Failure to observe the above shall be treated as breach of Contract on the part of the tenderer and the Bank shall be entitled to claim damages and pursue legal remedies.
- ii. The tenderer shall be wholly responsible for the liabilities, if any, in respect of losses and claims, damages or compensation for breach of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen’s Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other applicable law/statute in force from time to time in this regard.
- iii. Any dispute regarding working hours and of compensation payable to the workers deployed by the tenderer will be the responsibility of the tenderer and no representation will be entertained on this issue by this Office. The tenderer shall totally indemnify the Bank in this regard.



- iv. If awarded, the tenderer shall not assign the Contract. The tenderer shall not sublet any portion of the Contract except with written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the tenderer rescinding the Contract.
- v. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients are not found satisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e-tender and Part-II of the e-tender will be not be opened. The Bank is not bound to assign any reason for rejecting the tender.
- vi. After prima facie scrutiny, if any tenderer is found not fulfilling the required eligibility criteria, the tender submitted by it will not be processed further.
- vii. The tenderer / manpower deployed by it shall not disclose directly or indirectly to anyone details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipment's etc., which may come to the possession or knowledge of the tenderer during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The tenderer 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 tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank.
- viii. The tenderer shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non- disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- ix. The Manpower deployed shall work as per the timings decided by the Bank, subject to applicable statutory provisions.
- x. The tenderer shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- xi. The tenderer shall provide information as required in respect of manpower deployed by it to enable the Bank to monitor compliance of Employees' Provident Fund Organization, Employees' State Insurance Corporation, etc.
- xii. The tenderer shall ensure that all persons employed by it, for the purpose of rendering the services required by the Bank are insured as per Workman's Compensation Act and other applicable statute for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower.
- xiii. The authorized person of the tenderer, other than the personnel deployed, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank. The tenderer shall ensure that no employee of the tenderer will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.



- xiv. The tenderer shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- xv. The tenderer shall, at its own expenses, get the manpower deployed by it medically and clinically examined as per the tests prescribed by the Bank within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the tenderer.
- xvi. The tenderer shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The tenderer shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the Bank's authorized Officer assigned for this work. The register shall be submitted to the Bank after every payment to the manpower. In addition, the tenderer will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The tenderer has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by the Bank as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The tenderer shall also keep the Bank indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities.
- xvii. The tenderer shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior 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 tenderer and /or the manpower deployed have observed the same.
- xviii. The tenderer shall provide a day of rest to the manpower deployed as per applicable statutes.
- xix. The tenderer shall obtain a licence under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the tenderer alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the tenderer and shall in no way be made liable to the persons deployed by the tenderer.
- xx. The Contract can be further extended for a further period of two years, one year at a time, or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer. The decision of the Bank in this regard will be final.
- xxi. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the tenderer and the Bank shall not be liable in any manner whatsoever.
- xxii. 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.

- xxiii. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the tenderer shall alone be liable to pay such damages or compensation to the persons deployed.

27. Stamp Duty

The Contractor shall bear the stamp duty of this Agreement which will be executed in duplicate. The Bank and the Contractor will retain one copy of the agreement each.

In witness, thereof the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof on the day and year hereinabove first mentioned.

Signed and delivered

Shri _____ (sign and seal of the Contractor) In

the presence of (witness):

1.

Signed and delivered for and on behalf of Reserve Bank of India by (sign and seal of the Bank)

Shri _____, its duly authorized Officer in

the presence of (witness):

1.



Annex-1

Details of previous experience

Sl. No.	Duration of Contract	Nature of services rendered	Name, full address and phone no. of the Office under whom the work was carried out	Number of persons		
				Office Attendant	Maintenance Attendant	Cook/Assistant Cook



**Reserve Bank of India
Human Resource Management Department
Amdo Golai, Gangtok, Sikkim-737102**

E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2023

PART-II

Price Bid

Name of Tenderer: _____

Address: _____

Contact Number: _____

Last Date of Submission: June 07, 2022 at 14:00 hrs

(This is for illustrative purpose only and the Price Bid should not be submitted with Part- I Technical Bid. It should be submitted in the MSTC Online Portal under section – Price Bid)

Note: The tenderers are requested not to submit PART II (Financial Bid) along with PART I document (Technical Bid), else the participation will be rejected.



PART-II
Price Bid

E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2023 (Through www.mstcecommerce.com/eprochome/rbi)

(This is for illustrative purpose only and the Price Bid should not be submitted with Part-I Technical Bid. It should be submitted in the MSTC Online Portal under section – Price Bid.)

	Name of the Firm / Company / Agency (With full address and Tel. No.)	:	
	Registration No. of the Firm / Company / Agency under State / Central Govt. or any other Organisation Viz. DGR	:	

Total Amount of Charges for all categories of manpower deployed

Sr. (a)	Category of Manpower (b)	No. of persons to be deployed (c)	# Rate per person (for 26 days) (d)
A	Skilled Worker	4	(to be quoted by the tenderer exclusive of GST)
B	Unskilled Worker	7	(to be quoted by the tenderer exclusive of GST)
C	Service Charges (Service Charges in percentage, which should include: All expenditure on providing managerial/ supervisory/ insurance/ administrative services by all means to get the work done through deployed Housekeeping services.)		

Rates shall be inclusive of Minimum Basic Wages plus VDA, Employees Provident Fund Contribution, Employees State Insurance Contribution, Employees Deposit Linked Insurance (EDLI), EDLI administrative charges, Bonus @ 8.33% as applicable, All Charges will be as per applicable statutory provisions. All Charges will be as per applicable statutory provisions.



Note: Tenderers should quote monthly charges for only one person. Charges for required Manpower will be automatically calculated by the system.

Grand Total (Charges for 9 months)

Total Manpower Charges = $\{(A+B + (A+B)*C/100)*9\}$

Terms and Conditions:

1. The agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates. The prospective tenderer may quote above the minimum wages as per the notification published by Central Govt./ State Govt. whichever is higher, besides paying all other statutory payments adhering to statutory guidelines to obviate any breach of statutory provisions. The contractor shall make all applicable statutory payments viz Employee Provident Fund (EPF), Employees' State Insurance Corporation (ESIC), to their deployed Workmen/ labourers as per the notification published by Central Govt./ State Govt whichever is higher from time to time, . All fields are mandatory and subject to Government rules as applicable.
2. Bonus is calculated as per latest guidelines.
3. The vendor may also like to quote for washing allowances/conveyance allowances/ communication allowances and any other allowances which may be required to be paid as per extant State/ Centre labour regulation, if applicable. This is a indicative list not an exhaustive list. While quoting these allowances the tenderer may quote as a percentage (%) of Basic plus VDA.
4. Further, the bidder shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The bidder shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.
5. The Wages are subject to revision on account of changes by Applicable Statutory provisions.
6. Tenderers should note that Service Charges (Agency Charges) can be retained by them and all other elements are to be passed on to respective authorities/manpower deployed. Copy of proof of payments of statutory dues and payments to manpower deployed in their respective bank accounts is to be submitted along with subsequent month's bill.
7. The tenderer is required to mandatorily quote for all categories of manpower services in the price bid. Any bid which has not quoted charges for all the categories of Attendants shall be liable to be rejected.
8. L1 shall be decided on the basis of Grand Total (Charges for 9 months) as quoted above by the tenderer.
9. Keeping in view TDS provisions and other elements of service charges, quotations of service charge less than or equal to 2% would be treated as unresponsive and will not be



considered. In case of a tie, the Bank reserves the right to award the contract to any of the tenderer in the tie, keeping in view the experience of the agency in providing manpower services, geographical presence, own training establishment and ISO certification."

10. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.

Note: The tenderers are requested not to submit PART II (Financial Bid) along with PART I document (Technical Bid), else the participation will be rejected.
