



**Reserve Bank of India
Human Resource Management Department
7th floor, Gera Imperium II, Patto, Panaji, Goa**

Date of Publication: August 09, 2021

E-Tender for providing Integrated Facility Management Services (IFMS) at RBI, Patto Plaza, Panaji and Bank's residential premises at Panaji

Human Resource Management Department, Reserve Bank of India (hereinafter referred to as 'the Bank'), Panaji invites e-tender in two parts (Part I- Technical Bid & Part II- Price Bid) from reputed Firms / Companies / Agencies for providing Integrated Facility Management Services (IFMS) at RBI, Panaji, Goa. The interested vendors must register themselves on the MSTC portal (<http://mstcecommerce.com/eprochome/rbi>) for participating through e-tendering. The contract will be valid for the period October 01, 2021 to September 30, 2022 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 02:00 PM on September 03, 2021 through MSTC portal only. Any technical queries in respect of registering online may be got from MSTC helpdesk No. 033-22901004.

The Bank reserves the right to reject any tender without assigning any reason thereof.



Section I - SCHEDULE OF TENDER (SOT)

a. Name of Work	E-Tender for providing IFMS services at RBI, Patto Plaza, Panaji including at Bank's residential premises Panaji
b. e-Tender no.	RBI/Panaji/Estate/62/21-22/ET/83
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	August 09, 2021 at 11:00 AM
e. Pre-Bid meeting	August 11, 2021 at 11.00 AM Venue- Conference Hall, Reserve Bank of India, Panaji
f. Estimated cost of work	Rs 16,50,000 (Rupees Sixteen Lakhs Fifty Thousand only) excluding GST
g. Earnest Money Deposit	Rs 33,000/- (Rupees Thirty-Three Thousand only) to be deposited through NEFT. Details of account, IFSC etc. are as given in tender documents.
h. Transaction Fees	Rs 974/- (Rupees nine hundred and seventy four only including GST @18%). Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favour of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment.
i. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	September 03, 2021, 2.00 PM
j. Date of Starting of e-Tender for submission of on line Technical Bid and Price Bid at www.mstcecommerce.com/eprochome/rbind	August 13, 2021, 05.00 PM

k. Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid.	September 03, 2021, 2.00 PM
l. Date & time of opening of Part-I - Technical Bid	September 03, 2021 3.00 PM
m. Date & time of opening of Part-II - Price Bid	Shall be informed separately

General Manager (OIC)
Reserve Bank of India, Panaji
August 09, 2021

DISCLAIMER

Human Resources Management Department, Reserve Bank of India, Panaji 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.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the 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, Panaji. 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, Panaji):

a) Shri Richard Gomes, AGM, rgomes@rbi.org.in, Phone No.: 0832-2467842

b) Shri Prafull Thakur, Assistant Manager, prafullthakur@rbi.org.in, Phone No.: 0832-2467844, Mobile:

Contact person (MSTC Ltd):

a) Mr. Sushil Nale, Assistant Manager, sushil@mstcindia.co.in, Mobile: 09987758430

b) Ms Archana, Assistant Manager, archana@mstcindia.co.in, Mobile: 09990673698

c) Ms. Rupali Pandey, Executive, rpandey@mstcindia.co.in, Mobile: 022 22886268

d) Mr. Tejas V, Executive, tejasv@mstcindia.co.in, Mobile: 022 22822789

e) Ms. Unnati Saini Mobile: 07471118456

Google hangout ID- (for text chat) - mstceproc@gmail.com

B) System Requirement:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet browser.
- c) Signing type digital signature
- d) Latest updated JRE (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/rbj. 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. It may be noted that the bid may be rejected in case of non-payment of EMD before due date. 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 be 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.

RESERVE BANK OF INDIA

Human Resource Management Department

Panaji, Goa

E-Tender for providing IFMS services at the office of RBI, Patto Plaza, Panaji and Bank's residential premises at Panaji from October 01, 2021 to September 30, 2022

PART-I

Technical Bid

Name of Tenderer: _____

Address:

Landline/Mobile Number: _____

Last Date for submission: 02:00 pm on September 03, 2021

Expression of Interest

(On letter head of the tenderer)

Date:

The General Manager (OIC)
Reserve Bank of India
Gera Imperium-II, 7th floor,
EDC Complex, Patto Plaza,
Panaji – 403 001

**Re: E-Tender for providing Integrated Facility Management Services (IFMS) at
RBI, Patto Plaza, Panaji and Bank's residential premises at Panaji from October
01, 2021 to September 30, 2022**

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 IFMS services by deploying maintenance/ cleaning attendant/s in RBI Panaji office and residential premises located at Officers residential quarters, St Inez, Panaji including officers leased flats located in and around Panaji city.

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, Panaji.

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, Panaji'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 Integrated Facility Management Services (IFMS) at RBI, Patto Plaza, Panaji and Bank's residential premises at Panaji from October 01, 2021 to September 30, 2022

Terms and Conditions of the Contract:

General Instructions:

Reserve Bank of India, Panaji intends to empanel a reputed Firm / Company / Agency for providing IFMS services at the office of RBI, Panaji and residential premises located at Officers residential quarters, St Inez, Panaji including officers leased flats located in and around Panaji city as per laid down Contractual obligations for one year from October 01, 2021 to September 30, 2022. However, the Contract may 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.

1. The estimated number of 1 Office Attendant and 5 housekeeping/ maintenance Attendants including 1 cook and 1 assistant at residential quarters will be deployed. 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.16,50,000/- (Rupees Sixteen Lakh Fifty Thousand only) exclusive of GST for the contract period.

2. 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.

3. Earnest Money Deposit (EMD) and Interest Free Security Deposit:

- i. Earnest Money Deposit (EMD) for Rs. 33,000/- (Rupees Thirty-Three Thousand only) is to be deposited through NEFT/online mode during the submission of the tender. **Also, since the contract amount is more than Rs. 10 lakh, all prospective bidders irrespective of their MSME/NSIC registration must pay**

EMD before due date. 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. If upon award of work, the successful bidder fails to commence the work within 07 days, EMD shall be liable to be forfeited and such bidder shall also be liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years. However, before debarring such bidder, the Bank shall give notice and consider the reply, if any, given by the bidder.

- ii. The successful tenderer shall deposit interest free security deposit of Rs. 82,500/- (Rupees eighty-two thousand five hundred only). This amount shall be paid through NEFT/online mode in favour of "Reserve Bank of India, Panaji". The tenderers are also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of demand draft/NEFT/Online mode payment. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- iii. The security deposit shall be adjusted against any loss, theft, damage, etc. caused by the tenderer or by the personnel deployed or by negligence of personnel deployed and/or breach of one or more of the conditions of the agreement by the tenderer.

4. 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** for examining their qualification/suitability. **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 should have applicable tax registrations PAN and GST supported by documentary evidence.
- iii. Tenderer should have an annual turnover of an amount not less than Rs. 15 lacs during three financial years i.e. 2018-19, 2019-20 and 2020-21 as reflected from its Audited Balance Sheets (For 2018-19, if audited balance sheet is not available, GST Return for the year 2020-21 can be submitted or a provisional balance sheet certified by a Chartered Accountant can be submitted).
- iv. The tenderer must have completed similar works in the last three years (works undertaken and completed on or after March 31, 2016) and should submit documentary evidence for:

- a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for Rs. 6.40 lakh each
OR
- b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for Rs. 8.00 lakh each
OR
- c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for Rs. 12.80 lakh.

Note: "Similar work" is defined as Annual Service Contract for Providing Manpower on outsourced basis.

- v. Tenderer should be continuously in business at least for 3 years as on March 31, 2021 (supported by documentary evidence).
- vi. Tenderer should have existing deployment of minimum 7 Office Staff/ Housekeeping Staff each in minimum of three Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the tenderer to RBI's satisfaction.
- vii. Tenderer should have valid Certificate of Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948.
- viii. Tenderer should have own Office/ branch in Goa (Documentary Evidence has to be provided).
- 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. 2018-19, 2019-20 and 2020-21 and PAN Card. (In Case, income tax returns for the year 2020-21 is not available Income Tax Return for the 2017-18, 2018-19 and 2019-20 can be submitted)
- c. Audited Balance Sheet for three Financial Years i.e. 2018-19, 2019-20 and 2020-21 (in-case of non-availability of Audited Balance Sheet for 2020-21, the applicant can submit GST return for the year 2020-21 or a provisional balance sheet certified by a Chartered Accountant)
- 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. (Date of performance feedback should not be earlier than April 01, 2019).
- h. Solvency Certificate from banker (Date of issue of Solvency Certificate must not be earlier than March 31, 2021)

5. Scope of work:

The tenderer shall have to provide Housekeeping/ Cleaning Attendants and catering staff as per the requirement of Reserve Bank of India, Panaji.

The broad scope of work and work timings of the various service personnel are as under:

5.1 Catering – Cook cum housekeeping supervisor/ caretaker - 1 No. (Skilled)

Cook's scope of work-

Timing – 9.00 AM to 5.00 PM (Duty hours will be allotted as per the Bank's convenience and as per the labour rules)

- a) Timing for Quarters – Duty hours will be allotted as per the Bank's convenience and as per the labour rules. They can accommodate themselves in the place identified by the Bank after completing the service and cleaning of the area. Necessary arrangement for their accommodation (i.e. mattress etc.) may be provided by the contractor.
- b) The Contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and soft drinks. Fresh vegetables and milk, standard soft drinks shall be used. The quality of the materials should be satisfactory to the officials of the Bank who may carry out random inspection.
- c) The Contractor shall store sufficient quantity of high-quality ingredients in the available place in the VOF to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- d) Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
- e) The Contractor shall provide efficient and prompt service to all guests.
- f) The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staff is also expected to be reporting for duty with good health and hygiene as well as washed & pressed uniforms.
- g) The Contractor should provide healthy food under hygienic conditions by ensuring total cleanliness and regular cleaning of facilities in the kitchen. The Contractor shall perform the Service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials (written/verbal), the Contractor shall rectify the shortcoming immediately.

- h) Food to be supplied at pre-determined rates. This will be decided and agreed mutually with the selected contractor.

The Contractor shall ensure that he appoints well qualified & experienced cooks in all types of food (tea/coffee etc.) preparation. If Bank asks for procurement of any outside preparations, the Contractor shall arrange for the same and claim the expenditure in his regular bills.

Housekeeping Supervisor's scope of work-

- a) Minimum 12th standard/graduate with two years of experience in Hospitality field.
- b) Should be of courteous and of polite demeanor.
- c) Has to be proactive in solving the infrastructural and human problems.
- d) Should ensure that all electrical, plumbing furniture, linen etc. are always in proper order through constant checking of the works carried out by the house keepers. If any damage is observed, the same shall be brought to the notice of AM (Estate).
- e) Should interact with the occupants of VOF and residents enquire personally or through telephone regarding their comfort and assist them.
- f) Should interact with the officials of the Bank for any issues
- g) Should handover/take over the keys of the rooms allotted to them.
- h) Should ensure that that all the wash rooms are cleaned before and after allotment.
- i) Should ensure that all electrical/plumbing/sanitary fittings/installations in the rooms are in order.
- j) Should control all the housekeepers under his charge and allocate duties to them.
- k) Arranging with contractors for repairs/replacement of electrical/Plumbing/Sanitary/Garden equipment etc. provided in Officer's quarters/VOF on the basis of complaints recorded in the Register,
- l) Maintaining register of complaints received in respect of officer's Quarters/VOF/Bungalow and coordinating with the office for repairs of any complaints recorded into the same by residents/guests,
- m) Ensuring proper operation of the pumping system and lighting system by the Security Staff in the Officer's quarters and arranging for water tankers whenever required
- n) Managing catering services and coordinating with cook in case of any emergency
- o) Making arrangements of sufficient cleaning material required for day to day cleaning without extra cost to the Bank and
- p) Any other duties assigned by the authorized officer of the Bank within the duty hours.

5.2 House keepers / VOF- maintenance attendants – 2 No. and Gardening attendant – 1 No. (Unskilled)

I. VOF maintenance attendants – 2 No. (Scope of work)

Flats/Bungalow/ leased flats related works

Timing for Quarters – Duty hours will be allotted as per the Bank's convenience and as per the labour rules.

The Contractor has to ensure the following services to be provided for 1 Bungalow, 3 regular flats, 2 single rooms and 12 leased flats (address of the lease flats will be provided by the Bank). The work should include:

- a) Washing and scrubbing of bathroom and toilet area with detergents and disinfectants etc. of the said flats/bungalow. This work needs to be done once in a week.
- b) Removal of cobwebs, dusts, termites, insects, pests etc. to be done once in a month.
- c) Windows sponging and cleaning to be done once in a month.
- d) Cleaning of ceiling and table/pedestal fans, air-conditioning grills to be done once in a month
- e) Cleaning of dustbins with detergents once in a month.
- f) Daily cleaning of colony premises including staircase, terrace, etc. and making arrangement to throw the thrash (including that collected from the houses and VOFs) in the corporation dustbin.
- g) The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are of ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning including rubber gloves and safety goggles.
- h) Should sweep, swab and dust the rooms/furniture at VOF.
- i) Should ensure that all lights, plumbing fittings, TVs etc. are in working order.
- j) Should convey to plumbers/electricians or to the house keeping supervisor for shortfalls in electric supply/water before allotment of rooms, or any damage occurred.
- k) Shall assist the guests for lifting and placing the luggage in the room allotted on arrival and departure.
- l) Daily cleaning of open areas, & common area of the building with approved cleaning materials.
- m) Cleaning of kitchen hood on fortnightly basis or early as per requirement.
- n) Should provide all cleaning devices and consumables like brooms, swabs, phenyl, floor cleaning agents, detergents, naphthalene balls, toilet rolls, air freshener of reputed brands etc.

Visiting Officers Flats (VOFs) related works

I. Cleaning-

The Contractor has to ensure the following services to be provided at 5 VOFs including common area and VOF kitchen. The work should include:

- a. Washing and scrubbing of floor and toilet area with detergents and disinfectants etc. of all the VOF, common area & VOF kitchen to be done every day morning or after guest check out.

- b. Removal of cobwebs, dusts, termites, insects, pests etc. to be done at least once in a month or as and when it is required.
- c. Windows sponging and cleaning to be done once in a month.
- d. Cleaning ceiling and table/pedestal fans, air-conditioning grills to be done once in a month.
- e. Cleaning of dustbins and buckets with detergents to be done on daily basis.
- f. The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- g. Should ensure that all lights, plumbing fittings, TVs etc. are in working order.
- h. Should ensure to liaise with plumbers/electricians or housekeeping supervisor for shortfalls in electric supply/water before allotment of rooms, or any damage occurred.
- i. Provision and replenishment of good quality mosquito repellents.
- j. Change of linen every two days or during every check out of guests.

II. Washing

- a. Contractor should make arrangement for washing of bed linen, pillow covers & towels etc., with ironing of the same whenever required.
- b. Washing of curtains once in two months.
- c. Washing of blankets/quilts/ comforters once in two months.

The Contractor shall ensure that, the articles may be washed carefully with the product of reputed brand. In this connection, the Contractor may avail the services of reputed laundry agencies. The payment of outside Contractor need to be taken care by the Contractor itself, which will be reimbursed by the Bank on submission of bills.

II. Gardening attendant 1 No. (Scope of work)

- a. Employing necessary personnel to maintain the existing and developing garden and lawn.
- b. Watering, trimming, pruning and removing all the wild grass and weeds in the garden area.
- c. Re- cultivating the area in the lawn with existing quality of grass wherever dried without any extra cost to the Bank.
- d. Control of insects, fungus and other diseases by means of spraying with pesticides as and when required.
- e. Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves and other waste material & disposal thereof.
- f. Providing the necessary length of pipe and portable sprinklers etc. for watering purpose from existing taps so as to water entire garden area.
- g. Removing debris away from the Bank's premises.

5.3 Cleaning of Office Premises – maintenance attendant – 1 No. (Unskilled)

Timing for office – 9.00AM to 05.00 PM, during office hour the contractor should depute the staff on working days of the Bank from 8:30 to 16:30 hrs. (Duty hours will be allotted as per the Bank's convenience and as per the labour rules)

- a) Washing and scrubbing of toilet and kitchen area with detergents and disinfectants etc. on day to day basis.
- b) Removal of cobwebs, dusts, termites, insects, pests etc. to be done once in a month.
- c) Windows sponging and cleaning to be done once in a month.
- d) Cleaning of ceiling/wall/table/pedestal fans, air-conditioning grills to be done once in a month
- e) Cleaning of dustbins with detergents on day to day basis.
- f) The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are of ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- g) Should sweep, swab and dust the rooms/furniture at office.
- h) Sanitization of frequently touched surfaces every 30 minutes.
- i) Should ensure that all lights, plumbing fittings, TVs etc are in working order.
- j) Should convey to plumbers/electricians or to the house keeping supervisor for shortfalls in electric supply/water before allotment of rooms, or any damage occurred.

The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are of ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.

6. Common instructions to the Contractor

Supply of welcome kit to be provided to the guests of VOF

- a. The Contractor should make arrangement for Supply of welcome kit to be kept in VOF for the use of the guest/s. Fresh kit may be provided to the occupant only once during his/her stay at the VOF. The welcome kit should consist of following items of reputed companies/ brands:
 - i. Hair oil pouch – 01
 - ii. Small tooth paste tube – 01
 - iii. Tooth brush – 01 –
 - iv. Small Bath Soap – 01
 - v. Razor – 01
 - vi. Small shaving cream pouch – 01
 - vii. Comb – 01
 - viii. Detergent Cake
 - ix. 2 mineral water Bottles (1L each)

Above articles may be provided in PVC pouch. The Contractor should make arrangement for providing room freshener of reputed brand and necessary room fresheners in toilets in all the VOF only.

- b. The Contractor should provide 2 coffee pouches (Nescafe), 4 tea bags (Tetley), 4 sugar pouches and 4 milk pouches (Nestle) at all the VOF on daily basis.
- c. Room fresheners/deodorants (of reputed brands viz ODonil) are to be sprayed in all the rooms (whenever required), and room fresheners may be kept in all common toilets. They may be replenished immediately by the Contractor whenever required. Reimbursement towards the same may be claimed from the Bank on submission of bill.

Washing charges at a rate of ₹ 3000/month will be payable separately subjected to submission of bill. Further payment towards welcome Kit will be made based on consumption and occupancy at the rate of ₹ 150/Kit (approx.).

During the cleaning work, if any of the electrical, sanitary & water supply systems found to be faulty, may be brought to the knowledge of the caretaker. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost.

Any additional work, which is to be carried out for the development works in the garden, has to be carried out at no extra cost. However, the cost of additional item of plants will be paid separately as per actual bills and no labour charges towards this will be paid.

The Contractor should maintain checklist of the work performed by them and get it verified by the caretaker on duty/occupant.

Any other task which may be required to be done keeping in mind the interest of the Bank with consultation of the Contractor.

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

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

9. **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.

10. Eligibility Criteria for the Housekeeping Attendants to be deployed:

- i. Manpower deployed 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 to be submitted annually.
- 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.

Housekeeping Attendants shall be persons between 18 and 45 years of age. The manpower deployed should be able bodied and trained persons with good health and clean record.

- iii. The Contractor and his/its persons deployed for the purpose of the agreement should be free from any symptoms for Covid-19 and submit themselves for screening whenever required by the Bank. The Contractor shall produce a medical certificate that the persons deployed are COVID-19 negative and also carry out COVID-19 test as and when the person develops COVID-19 symptoms or as and when so directed by the Bank. Persons found to be COVID-19 positive may be removed immediately and the Contractor shall inform the Bank about the same. The Contractor shall ensure that the COVID-19 protocol as may be specified by the Bank/Government is strictly complied and also ensure that the persons deployed for the purpose of the agreement comply with the COVID-19 protocol.
- iv. The Contractor has to obtain police verification certificates reporting the character and antecedents of its personnel and other details relating to name, parentage, age, permanent address along with their passport size photographs before engaging them for duty in the Bank's premises. Such police verification has to be done annually and submitted to the Bank.

11. Pay Structure:

- i. The tenderer will be bound to pay the Minimum Rates of Wages as per the notification issued by appropriate Government Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) under applicable statutory provisions to the manpower deployed.
- 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.
- iii. The rates should be inclusive of all applicable taxes/cess/levy as per applicable Statutory Provisions except GST. GST shall be reimbursed on actual basis on production of documentary evidence and should be exclusive of above rates.

12. Agreement Between the successful tenderer and the Bank:

The successful tendering entity shall execute an Agreement, at its own expense, 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.

13. 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.

14. 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 bidder shall quote the rates after factoring all the statutory obligations and the Bank shall not pay any extra charges / payment for whatever reason 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 ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing which the bill may not be paid. In the event of any complaint for short payment or payment less than the prescribed minimum wages as per extant notification issued by the appropriate Government, the Bank shall recover such amount from the dues of the Contractor either by adjusting from the monthly bill or by appropriating the amount from the security deposit and make payment to the persons in the presence of the Contractor.
- 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.

15. Penalty and Liquidated Damages:

- i. The Bank will impose a penalty of Rs.1000/- per person per day if the manpower deployed are found either unauthorizedly absent from their place of work 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 or forthwith depending upon the exigencies and also disqualifying/debarring it from participation in future tender or undertaking any work in the Bank for a period of two years. However, before debarring the contractor, the Bank shall give notice and consider the reply, if any, given by the contractor. In case the agreement is terminated by the Bank for breach of terms and conditions of the agreement, the contractor shall also be liable to risk and cost and the risk and cost amount calculated by the Bank shall be final and binding on the successful tenderer. The amount of risk and cost will be recovered from the dues payable (including from security deposit) to the successful tenderer.

16. Uniform and Other Facilities:

- i. It shall be the responsibility of the successful tenderer to provide full uniform (summer and winter both) along with the 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 attendants in the Bank's Premises or elsewhere.
- iii. Cleaning material will be provided by the Bank for cleaning office premises.
- iv. Police clearance certificate of all personnel before joining.
- v. The contractor shall also provide rain wear during monsoon season to all the

staff members deployed by him under this contract.

17. Reporting:

- i. The tenderer will introduce its manpower to Officer-In-charge, declared as controlling 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 without notice found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. 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.

18. 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, the tenderer may do so after giving three months' prior notice whereas the Bank may do so by giving one month's prior notice. During the notice period,

the contractor shall discharge his contractual obligation unless dispensed with by the Bank.

19. Settlement of Disputes by Arbitration:

All disputes arising out of the Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Panaji and language of arbitration proceedings shall be English. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Panaji and only courts in Panaji shall have exclusive jurisdiction to determine the same.

20. Compliance with “the Sexual Harassment of women at work place (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 Work Place (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, if sexual harassment by the employee of the Contractor is proved.
- d) The person of the contractor against whom complaint is pending shall be removed from the Bank’s premises till the completion of proceedings and such person is absolved of the charges by the Committee.
- e) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- f) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s Premises, at all times.

21. 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; Employees' 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 Office Attendants and Maintenance Attendant 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.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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 which shall be duly evidenced. 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. Provisions of insurance cover to all workers.
 - xviii. 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.
 - xix. The tenderer shall provide a day of rest to the manpower deployed as per applicable statutes.
 - xx. The tenderer shall obtain a license 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.
 - xxi. 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.
 - xxii. 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.
 - 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.

- xxiv. Bills to be submitted along with proof of payment of wages, statutory dues and medical dues.
- xxv. The tenderer shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits (as may be applicable), including licenses under Food Safety and Standard Act, 2006 and Contract Labour (Regulation & Abolition) Act, 1970 at his/her own cost. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

22. Account Details of Reserve Bank of India, Panaji

Account Name	:	Reserve Bank of India, Panaji
Account Number	:	186003001
IFSC Code	:	RBIS0PJPA01
GST No.	:	30AAIFR5286M1ZT

23. Opening of Tender:

Part-I of the e-tender will be opened at **3:00 pm on September 03, 2021** 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 Assistant General Manager, Human Resource Management Department, Reserve Bank of India, 7th floor, Gera's Imperium II, Patto, Panaji – 403001.

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.	Name and Address of the organization i. Address and telephone number of Registered Office 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.		
2.	Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act, 1956) (Please enclose relevant documents.)		
3.	Name/s of the Proprietor /Partners /Directors of the Organization		
4.	Details of Registration (Firm, Company, LLP etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship.)		
5.	The tenderer should be continuously in business at least for 3 years as on March 31, 2021. (Attach documentary proof such as Certificate of Incorporation, IT Returns, PAN card etc.)		
6.	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.		
7.	Existing deployment (in minimum three Govt. institutions / bodies / establishments (including residential premises) or institute of repute with deployment of minimum 7 attendants each. The tenderer should furnish		

	three Reference Sites and on request by the RBI, the Referees should testify about the performance of the tenderer to the RBI's satisfaction. Details as per Annex-I may be provided. Please enclose performance feedback from minimum of three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2017)		
8.	Annual turnover of the tenderer during three financial years i.e. 2018-19, 2019-20 and 2020-21 (should be of not less than Rs.15 Lacs per year as reflected in the audited balance sheet of the respective years) (in-case of non-availability of Audited Balance Sheet for 2020-21, the applicant can submit a provisional balance sheet certified by a Chartered Accountant may be provided)		
9.	Whether the firm/company has been issued PAN. Income Tax Return (i) F.Y. 2018-19 (ii) F.Y. 2019-20 (iii) F.Y. 2020-21 (In Case, income tax returns for the year 2020-21 is not available Income Tax Return for the 2017-18, 2018-19 and 2019-20 can be submitted)		
10.	Audited Balance Sheet for three Financial Years i.e. 2018-19, 2019-20 and 2020-21 (in-case of non-availability of Audited Balance Sheet for 2020-21, the applicant can submit GST Return for the year 2020-21 or a provisional balance sheet certified by a Chartered Accountant may be provided)		
11.	Certificate from ESI Corporation (latest).		
12.	Certificate from EPF Organization under EPF and Miscellaneous Provisions Act, 1952 (latest).		

13.	GST Registration Certificate.		
14.	The tenderer should have presently deployed minimum 7 Office Staff/Housekeeping Staff. (Attach proof of details) (Refer Page no. 13 para 5(v))		
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 Panaji. Provide details		
19.	The tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than March 31, 2021)		
20.	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 _____ 2021 between Reserve Bank of India, having its Office at 7th floor, Gera's Imperium II, Patto, Panaji, Goa (hereinafter referred to as the "**Bank**") represented by.....which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns in office of the ONE part

and

M/s _____, having its Office at _____

(hereinafter referred to as the "**Contractor**") represented by.....(duly authorized to enter into this agreement) 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 Office attendants and maintenance attendant 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 Attendants for the Office and residential premises at Patto, Panaji and St Inez Panaji respectively.
2. This agreement will come into effect from **October 01, 2021** and will remain in force up to **September 30, 2022** or unless it is terminated as per the terms hereinafter contained. The terms and conditions contained in the tender document shall be treated as part and parcel of this agreement.
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 tenderer shall have to provide Housekeeping/ Cleaning Attendants and catering staff as per the requirement of Reserve Bank of India, Panaji.

The broad scope of work and work timings of the various service personnel are as under:

4.1. Catering – Cook cum housekeeping supervisor/ caretaker - 1 No. (Skilled)

Cook's scope of work-

Timing – 9.00 AM to 5.00 PM (Duty hours will be allotted as per the Bank's convenience and as per the labour rules)

- i) Timing for Quarters – Duty hours will be allotted as per the Bank's convenience and as per the labour rules. They can accommodate themselves in the place identified by the Bank after completing the service and cleaning of the area. Necessary arrangement for their accommodation (i.e. mattress etc.) may be provided by the contractor.
- j) The Contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and soft drinks. Fresh vegetables and milk, standard soft drinks shall be used. The quality of the materials should be satisfactory to the officials of the Bank who may carry out random inspection.
- k) The Contractor shall store sufficient quantity of high-quality ingredients in the available place in the VOF to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- l) Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
- m) The Contractor shall provide efficient and prompt service to all guests.
- n) The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staff is also expected to be reporting for duty with good health and hygiene as well as washed & pressed uniforms.
- o) The Contractor should provide healthy food under hygienic conditions by ensuring total cleanliness and regular cleaning of facilities in the kitchen. The Contractor shall perform the Service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials (written/verbal), the Contractor shall rectify the shortcoming immediately.
- p) Food to be supplied at pre-determined rates. This will be decided and agreed mutually with the selected contractor.

The Contractor shall ensure that he appoints well qualified & experienced cooks in all types of food (tea/coffee etc.) preparation. If Bank asks for procurement of any outside preparations, the Contractor shall arrange for the same and claim the expenditure in his regular bills.

Housekeeping Supervisor's scope of work-

- q) Minimum 12th standard/graduate with two years of experience in Hospitality field.
- r) Should be of courteous and of polite demeanor.
- s) Has to be proactive in solving the infrastructural and human problems.
- t) Should ensure that all electrical, plumbing furniture, linen etc. are always in proper order through constant checking of the works carried out by the house keepers. If any damage is observed, the same shall be brought to the notice of AM (Estate).
- u) Should interact with the occupants of VOF and residents enquire personally or through telephone regarding their comfort and assist them.
- v) Should interact with the officials of the Bank for any issues
- w) Should handover/take over the keys of the rooms allotted to them.
- x) Should ensure that that all the wash rooms are cleaned before and after allotment.
- y) Should ensure that all electrical/plumbing/sanitary fittings/installations in the rooms are in order.
- z) Should control all the housekeepers under his charge and allocate duties to them.
- aa) Arranging with contractors for repairs/replacement of electrical/Plumbing/Sanitary/Garden equipment etc. provided in Officer's quarters/VOF on the basis of complaints recorded in the Register,
- bb) Maintaining register of complaints received in respect of officer's Quarters/VOF/Bungalow and coordinating with the office for repairs of any complaints recorded into the same by residents/guests,
- cc) Ensuring proper operation of the pumping system and lighting system by the Security Staff in the Officer's quarters and arranging for water tankers whenever required
- dd) Managing catering services and coordinating with cook in case of any emergency
- ee) Making arrangements of sufficient cleaning material required for day to day cleaning without extra cost to the Bank and
- ff) Any other duties assigned by the authorized officer of the Bank within the duty hours.

4.2 House keepers / VOF- maintenance attendants – 2 No. and Gardening attendant – 1 No. (Unskilled)

A. VOF maintenance attendants – 2 No. (Scope of work)

Flats/Bungalow/ leased flats related works

Timing for Quarters – Duty hours will be allotted as per the Bank's convenience and as per the labour rules.

The Contractor has to ensure the following services to be provided for 1 Bungalow, 3 regular flats, 2 single rooms and 12 leased flats (address of the lease flats will be provided by the Bank). The work should include:

- o) Washing and scrubbing of bathroom and toilet area with detergents and disinfectants etc. of the said flats/bungalow. This work needs to be done once in a week.
- p) Removal of cobwebs, dusts, termites, insects, pests etc. to be done once in a month.
- q) Windows sponging and cleaning to be done once in a month.
- r) Cleaning of ceiling and table/pedestal fans, air-conditioning grills to be done once in a month
- s) Cleaning of dustbins with detergents once in a month.
- t) Daily cleaning of colony premises including staircase, terrace, etc. and making arrangement to throw the thrash (including that collected from the houses and VOFs) in the corporation dustbin.
- u) The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are of ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning including rubber gloves and safety goggles.
- v) Should sweep, swab and dust the rooms/furniture at VOF.
- w) Should ensure that all lights, plumbing fittings, TVs etc. are in working order.
- x) Should convey to plumbers/electricians or to the house keeping supervisor for shortfalls in electric supply/water before allotment of rooms, or any damage occurred.
- y) Shall assist the guests for lifting and placing the luggage in the room allotted on arrival and departure.
- z) Daily cleaning of open areas, & common area of the building with approved cleaning materials.
- aa) Cleaning of kitchen hood on fortnightly basis or early as per requirement.
- bb) Should provide all cleaning devices and consumables like brooms, swabs, phenyl, floor cleaning agents, detergents, naphthalene balls, toilet rolls, air freshener of reputed brands etc.

Visiting Officers Flats (VOFs) related works

I. Cleaning-

The Contractor has to ensure the following services to be provided at 5 VOFs including common area and VOF kitchen. The work should include:

- k. Washing and scrubbing of floor and toilet area with detergents and disinfectants etc. of all the VOF, common area & VOF kitchen to be done every day morning or after guest check out.
- l. Removal of cobwebs, dusts, termites, insects, pests etc. to be done at least once in a month or as and when it is required.
- m. Windows sponging and cleaning to be done once in a month.

- n. Cleaning ceiling and table/pedestal fans, air-conditioning grills to be done once in a month.
- o. Cleaning of dustbins and buckets with detergents to be done on daily basis.
- p. The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- q. Should ensure that all lights, plumbing fittings, TVs etc. are in working order.
- r. Should ensure to liaise with plumbers/electricians or housekeeping supervisor for shortfalls in electric supply/water before allotment of rooms, or any damage occurred.
- s. Provision and replenishment of good quality mosquito repellents.
- t. Change of linen every two days or during every check out of guests.

II. Washing

- d. Contractor should make arrangement for washing of bed linen, pillow covers & towels etc., with ironing of the same whenever required.
- e. Washing of curtains once in two months.
- f. Washing of blankets/quilts/ comforters once in two months.

The Contractor shall ensure that, the articles may be washed carefully with the product of reputed brand. In this connection, the Contractor may avail the services of reputed laundry agencies. The payment of outside Contractor need to be taken care by the Contractor itself, which will be reimbursed by the Bank on submission of bills.

B. Gardening attendant 1 No. (Scope of work)

- h. Employing necessary personnel to maintain the existing and developing garden and lawn.
- i. Watering, trimming, pruning and removing all the wild grass and weeds in the garden area.
- j. Re- cultivating the area in the lawn with existing quality of grass wherever dried without any extra cost to the Bank.
- k. Control of insects, fungus and other diseases by means of spraying with pesticides as and when required.
- l. Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves and other waste material & disposal thereof.
- m. Providing the necessary length of pipe and portable sprinklers etc. for watering purpose from existing taps so as to water entire garden area.
- n. Removing debris away from the Bank's premises.

4.3 Cleaning of Office Premises – maintenance attendant – 1 No. (Unskilled)

Timing for office – 9.00AM to 05.00 PM, during office hour the contractor should depute the staff on working days of the Bank from 8:30 to 16:30 hrs. (Duty hours will be allotted as per the Bank's convenience and as per the labour rules)

- k) Washing and scrubbing of toilet and kitchen area with detergents and disinfectants etc. on day to day basis.
- l) Removal of cobwebs, dusts, termites, insects, pests etc. to be done once in a month.

- m) Windows sponging and cleaning to be done once in a month.
- n) Cleaning of ceiling/wall/table/pedestal fans, air-conditioning grills to be done once in a month
- o) Cleaning of dustbins with detergents on day to day basis.
- p) The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are of ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- q) Should sweep, swab and dust the rooms/furniture at office.
- r) Sanitization of frequently touched surfaces every 30 minutes.
- s) Should ensure that all lights, plumbing fittings, TVs etc are in working order.
- t) Should convey to plumbers/electricians or to the house keeping supervisor for shortfalls in electric supply/water before allotment of rooms, or any damage occurred.

The Contractor shall ensure that the cleaning/ housekeeping materials being utilized by them are of ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.

5. Common instructions to the Contractor

Supply of welcome kit to be provided to the guests of VOF

- d. The Contractor should make arrangement for Supply of welcome kit to be kept in VOF for the use of the guest/s. Fresh kit may be provided to the occupant only once during his/her stay at the VOF. The welcome kit should consist of following items of reputed companies/ brands:
 - x. Hair oil pouch – 01
 - xi. Small tooth paste tube – 01
 - xii. Tooth brush – 01 –
 - xiii. Small Bath Soap – 01
 - xiv. Razor – 01
 - xv. Small shaving cream pouch – 01
 - xvi. Comb – 01
 - xvii. Detergent Cake
 - xviii. 2 mineral water Bottles (1L each)

Above articles may be provided in PVC pouch. The Contractor should make arrangement for providing room freshener of reputed brand and necessary room fresheners in toilets in all the VOF only.

- e. The Contractor should provide 2 coffee pouches (Nescafe), 4 tea bags (Tetley), 4 sugar pouches and 4 milk pouches (Nestle) at all the VOF on daily basis.
- f. Room fresheners/deodorants (of reputed brands viz ODONIL) are to be sprayed in all the rooms (whenever required), and room fresheners may be kept in all common toilets. They may be replenished immediately by the Contractor whenever required.

Reimbursement towards the same may be claimed from the Bank on submission of bill.

Washing charges at a rate of ₹ 3000/month will be payable separately subjected to submission of bill. Further payment towards welcome Kit will be made based on consumption and occupancy at the rate of ₹ 150/Kit (approx.).

During the cleaning work, if any of the electrical, sanitary & water supply systems found to be faulty, may be brought to the knowledge of the caretaker. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost.

Any additional work, which is to be carried out for the development works in the garden, has to be carried out at no extra cost. However, the cost of additional item of plants will be paid separately as per actual bills and no labour charges towards this will be paid.

The Contractor should maintain checklist of the work performed by them and get it verified by the caretaker on duty/occupant.

Any other task which may be required to be done keeping in mind the interest of the Bank with consultation of the Contractor.

6. Eligibility Criteria for Housekeeping / Cleaning Attendants to be deployed:

- i. Manpower deployed 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 to be submitted annually.
- ii. The manpower deployed by the Contractor during the currency of the Contract shall not work in any other organization or shall not be deployed by the Contractor 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 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.
- iii. Housekeeping / Cleaning Attendants shall be persons between 18 and 45 years of age.
- iv. The manpower deployed should be able bodied and trained persons with good health and clean record.

7. Pay Structure:

- i. The contractor will be bound to pay the Minimum Rates of Wages as per the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) under applicable statutory provisions to the manpower deployed.

- ii. 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.
- iii. The rates should be inclusive of all applicable taxes/cess/levy 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.

8. Terms of Payment:

- i. The contractor 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 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 contractor 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 contractor and submitted to the Bank shall be made by the Bank after the end of every calendar month. The contractor must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing which the bill may not be paid.
- iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the contractor 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 contractor.
- iv. In the event of termination of the contract for any reason whatsoever, the contractor 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 contractor 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 dispute of the severed part will be separately dealt with as per terms and conditions of the contract.

9. Interest Free Security Deposit:

- i. The Contractor shall deposit interest free security deposit of Rs. 82,500/- (Rupees eighty two thousand five hundred only) within.....days of award of work.. This amount shall be paid either in the form of Demand Draft of a scheduled bank payable at Panaji or through Online Mode/NEFT in favour of “Reserve Bank of India, Panaji”. The Contractor is also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of demand draft/NEFT/Online mode payment. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- ii. The security deposit shall be adjusted against any loss, theft, damage etc. caused by the Contractor or by the personnel deployed by the Contractor or negligence of personnel deployed by the agency and/or breach of one or more of the conditions of the agreement by the Contractor.

10. Penalty and Liquidated Damages:

- i. The Bank will impose a penalty of Rs.1000/- 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.
- iii. 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 tender or undertaking any work in the Bank for a period of two years. However, before debarring the contractor, the Bank shall give notice and consider the reply, if any, given by the contractor.
- iv. In case the agreement is terminated by the Bank for breach of terms and conditions of the agreement, the security deposit is liable to be forfeited. The contractor shall also be liable to risk and cost and the risk and cost amount calculated by the Bank shall be final and binding on the Contractor. The amount of risk and cost will be recovered from the dues payable (including from security deposit) to the Contractor.

11. Uniform and Other Facilities:

- i. It shall be the responsibility of the Contractor to provide full uniform (summer and winter both) along with the 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/Cleaning attendants in the Bank's Premises or elsewhere.
- iii. Cleaning material will be provided by the Bank for cleaning office premises.
- iv. Police clearance certificate of all personnel before joining.
- v. The contractor shall also provide rain wear during monsoon season to all the staff members deployed by him under this contract.

12. Reporting:

- i. The Contractor will introduce its manpower to Officer-In-Charge, declared as controlling 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.
- ii. The Bank reserves the right to advise the Contractor to remove any personnel without notice found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The Office Attendants and Maintenance Attendant shall work as per the timings decided by the Bank, subject to applicable statutory provisions.
- 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 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.

13. 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.
- f. In case, the Bank or the tenderer wants to terminate the agreement for any reason, the tenderer may do so after giving three months' prior notice whereas the Bank may do so by giving one month's prior notice.
- g. Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination. However, if the contractor had appointed his/ her representative under a valid and registered deed of assignment and submitted the relevant documents to the Bank at the time of signing of the contract, in the event of his/her death the Bank may continue the contract with the said Representative , if it so desired by the Bank by entering into a fresh agreement under the same terms and conditions for the remaining period or till a new agreement is executed, whichever is earlier or for the period, as may be decided by the Bank.

14. Settlement of Disputes by Arbitration:

All disputes arising out of the Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Panaji and language of arbitration proceedings shall be English. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Panaji and only courts in Panaji shall have exclusive jurisdiction to determine the same.

15. Compliance with “the Sexual Harassment of women at work place (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 Work Place (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, if sexual harassment by the employee of the Contractor is proved.
- d) The person of the contractor against whom complaint is pending shall be removed from the Bank's premises till the completion of proceedings and such person is absolved of the charges by the Committee.
- e) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- f) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's Premises, at all times.

16. 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 Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.
- ii. The Contractor 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; Employees' 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 Contractor will be the responsibility of the Contractor and no representation will be entertained on this issue by this Office. The

Contractor shall totally indemnify the Bank in this regard.

- iv. 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.
- v. If awarded, the Contractor shall not assign the Contract. The Contractor 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 Contractor rescinding the Contract.
- vi. The Contractor / 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 etc., which may come to the possession or knowledge of the Contractor 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 Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank.
- vii. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- viii. The Office Attendants and Maintenance Attendant shall work during the Office hours.
- ix. The Contractor shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- x. The Contractor 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.
- xi. The contractor 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 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.
- xii. The authorized person of the contractor, 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.
- xiii. The Contractor shall ensure that no employee of the Contractor 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 Contractor 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 Contractor 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 Contractor.
 - xvi. The Contractor 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 Contractor 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 Contractor will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The Contractor 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 which shall be duly evidenced. The Contractor 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. Provisions of insurance cover to all workers.
 - xvii. The Contractor 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 Contractor and /or the manpower deployed have observed the same.
 - xviii. The Contractor shall provide a day of rest to the manpower deployed as per applicable statute.

- xix. The Contractor should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; and should undertake to comply with various acts applicable from time to time. Being a statutory body established under the Act of Parliament, the Bank is bound to pay minimum wages as prescribed by the Central and State Governments, which may be applicable in case of Contractors employed by the Bank.
- xx. The Contractor 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 Contractor alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the persons deployed by the Contractor.
- xxi. 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 Contractor. The decision of the Bank in this regard will be final.
- xxii. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the Contractor and the Bank shall not be liable in any manner whatsoever.
- 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.
- xxiv. Bills to be submitted along with proof of payment of wages, statutory dues and medical dues.

17. 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	
				Housekeeping Attendant at Office	Housekeeping attendants including Cleaning, gardening and catering staff at residential quarters

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**Reserve Bank of India
Human Resource Management Department
7th floor, Gera's Imperium II, Patto, Panaji, Goa – 403 001**

E-Tender for providing Housekeeping and Cleaning services at RBI, Patto Plaza, Panaji including at Bank's residential premises at St Inez, Panaji from October 01, 2021 to September 30, 2022

PART-II

Price Bid

Name of Tenderer: _____

Address: _____

Contact Number: _____

Last Date of Submission: 02:00 PM on September 03, 2021

PART-II
Price Bid

E-Tender for providing Housekeeping and Cleaning services at RBI, Patto Plaza, Panaji including at Bank's residential premises at St Inez, Panaji from October 01, 2021 to September 30, 2022

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.	Category of Manpower	Category of worker	No. of persons to be deployed	Rate per person (per month) *
(a)	(b)		(c)	(d)
A	Cook Cum Supervisor / Caretaker	Skilled	1	(to be quoted by the tenderer exclusive of GST)
B	Maintenance attendants at	Un-skilled	5	(to be quoted by the tenderer exclusive of

	VOF (2 No.) and Office (1 No.), Gardening attendant (1 No.), Assistant Cook cum reliever (1 No.)			GST)
C	Service Charges (Service Charges in percentage, which should include: All expenditure on providing uniform outfits/ managerial/ supervisory/ insurance/ administrative services by all means to get the work done through deployed Office Attendants and Maintenance Attendants.)			

* - 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 and other charges, if any. All Charges will be as per applicable statutory provisions. Uniform Washing Allowance shall be given @3% of Basic plus VDA.

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 12 months)

Total Manpower Charges = $\{[A+B + (A+B)*C/100]*12\}$

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. Rates quoted above must be as per the Minimum Rates of Wages as per the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) for all the components except the Service Charges (Agency Charges) element. All fields are mandatory and subject to Government rules as applicable.
2. The Wages are subject to revision on account of changes by Applicable Statutory provisions.
3. 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.
4. The tenderer is required to mandatorily quote for all two categories of Office Attendant and Maintenance Attendant in the price bid. Any bid which has not

quoted charges for both the categories of Attendants shall be liable to be rejected.

5. All the tenderers must attach component wise break-up of the Manpower charges quoted along with the Price Bid. Tenderers not attaching the break-up sheet along with the Price bid are liable to be rejected.
6. L1 shall be decided on the basis of Grand Total (Charges for 12 months) as quoted above by the tenderer.
7. 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.”
8. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.