

# संपदा विभाग/ Estate Department चेन्नै /Chennai

#### **Notice Inviting Tender:**

Reserve Bank of India, Chennai invites e-Tenders for the work — "Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu". The tendering process will be done only through the e-Tendering portal of MSTC Ltd (<a href="http://mstcecommerce.com/eprochome/rbi">http://mstcecommerce.com/eprochome/rbi</a>). All interested bidders shall, register themselves with MSTC Ltd, through the above-mentioned website to participate in the tendering process.

#### The schedule of e-Tender is as follows:

e-Tender No.	RBI/Chennai/Estate/37/21-22/ET/46
Description of Work	Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu.
Mode of Tender	e-Tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
Estimated Cost for 12 months	₹99 Lakh (Rupees Ninety-Nine Lakh only)
Earnest Money Deposit (EMD)	₹1,98,000/- (Rupees One Lakh Ninety-Eight Thousand only)
Performance Bank Guarantee	5% of the contract value (to be provided in the form of Bank Guarantee by the successful Agency)
Liquidated damages	subject to a maximum of 10% of contract value
Date of NIT (Notice Inviting Tender) available to parties for download	16:00 Hrs. of July 21, 2021 onwards.
Pre-Bid Meeting	Offline at 11:00 Hrs. on August 05, 2021 (Venue: Reserve Bank of India, Estate Department, 2nd Floor, Rajaji Salai, Fort Glacis, Chennai 600001).  and through Cisco-WebEx (online) at 11.00 AM on August 05, 2021.
	Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids mentioned.
Last Date of submission of EMD	14:00 Hrs. of August 19, 2021
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid	16:00 Hrs. on, August 09, 2021
Date of closing of online e-tender for submission of techno-commercial bid & price bid	15:00 Hrs. on August 19, 2021

Date of opening of Part-I (techno-commercial bid)	16:00 Hrs. on August 19, 2021
Date of opening of Part-II (price bid)	If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

The Regional Director Reserve Bank of India Chennai



# Reserve Bank of India Estate Department Chennai

(Website: <a href="www.rbi.org.in">www.rbi.org.in</a>)

(e-Tendering only)
Tender Document
Part – I

# RBI/Chennai/Estate/37/21-22/ET/46

Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu

Due Date of Submission: August 19, 2021 not later than 03.00PM



# Reserve Bank of India Estate Department Chennai

(Website: www.rbi.org.in)

# **DISCLAIMER**

Reserve Bank of India, Estate Department, Chennai has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees 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 work or to change the configuration of the work, to alter the time table 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. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.



# Reserve Bank of India Estate Department Chennai

(Website: <a href="www.rbi.org.in">www.rbi.org.in</a>)

# **INDEX**

Section	Particulars	Page No
A.	The schedule of e-Tender	04
B.	Important Instructions for e- Procurement	05
C.	Eligibility Criteria for Participating in the Tender	09
D.	Form of Tender	13
E.	AMC Agreement	16
F.	General Instructions to Tenderers	22
G.	The Conditions hereinafter referred to	38
Ι	Scope of Work	41
I.	List of Approved Brands of Cleaning Materials	47
J.	Safety Code	48
K.	Schedule of Quantities	49
	Annex I – Basic Information	53
	Annex II – Details of the work executed during the last 5	56
	years ending on <b>June 30, 2021</b> as per the eligibility criteria	
	Annex III– Client's Certificate	57
	Annex IV- Proforma for Performance Bank Guarantee	58
	Annexure: V- Checklist for periodicity of works executed	61
	Annex-VI-Form of Banker's Certificate from a Scheduled	62
	Bank	
	Annex-VII-Details of Bankers	63

# Section A: The schedule of e-Tender

e-Tender No.	RBI/Chennai/Estate/37/21-22/ET/46
Description of Work	Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu
Mode of Tender	e-Tender (Online Part I - Techno-Commercial Bid and Part II- Price Bid through <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
Estimated Cost for 12 months	₹ 99 Lakh (Rupees Ninety-Nine Lakh only)
Earnest Money Deposit(EMD)	₹1,98,000/- (Rupees One Lakh Ninety-Eight Thousand only)
Performance Bank Guarantee	5% of the contract value (to be provided in the form of Bank Guarantee by the successful Agency)
Liquidated damages	subject to a maximum of 10% of contract value
Date of NIT (Notice Inviting Tender) available to parties for download	16:00 Hrs. of July 21, 2021 onwards.
Pre-Bid Meeting	Offline at 11:00 Hrs. on August 05, 2021 (Venue: Reserve Bank of India, Estate Department, 2nd Floor, Rajaji Salai, Fort Glacis, Chennai 600001).  and through Cisco-WebEx (online) at 11.00 AM on August 05, 2021.  Note: The participants are advised to confirm their participation one day before to make the necessary
	arrangements through mail ids mentioned.
Last Date of submission of EMD	14:00 Hrs. of August 19, 2021
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid	16:00 Hrs. on, August 09, 2021
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Date of opening of Part-I (techno-commercial bid)	16:00 Hrs. on August 19, 2021
Date of opening of Part-II (price bid)	If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or on a subsequent date which shall be intimated to the bidders.
Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.

# **Section B: Important Instructions for e-Procurement**

Bidders are requested to read the important instruction on e-Tendering process as given below and the Terms & Conditions of this Tender given in subsequent pages before submitting online Tender.

# **Process of e-Tender:**

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

# SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT <a href="https://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>

- 1).Tenderers are required to register themselves online with <u>www.mstcecommerce.com</u>→ e-Procurement →PSU/Govt depts.→ Select RBI Logo>Register as Tenderers -- Filling up details and creating own user id and password→ Submit.
- 2). Tenderers 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, Tenderers may contact RBI/MSTC, (before the scheduled time of the etender).

# **Contact person (RBI):**

- 1. Shri. P Chandrasekar (Manager, Estate Department) 044-2539 9027 (pchandrasekar@rbi.org.in)
- 2. Shri. Rajesh Bonagiri (Assistant Manager, Estate Department) 044-2539 9066 (<u>rajeshbonagiri@rbi.org.in</u>)

# Contact person (MSTC Ltd):

- 1. Shri. V Ganesh Moorthy-9176616410
- 2. Shri Shanmugam 9176397264
- 3. MSTC Help Line: 7338878731

Google hangout ID- (for text chat) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a>

# B) System Requirements:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

• Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".

## Other Settings:

• Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="https://www.mstcecommerce.com">www.mstcecommerce.com</a> once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

# **Special Note towards Transaction fee:**

The Tenderers shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the Tenderers login. The Tenderers would have to select the tender from the event dropdown box. The Tenderers shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Tenderers shall generate a challan by filling up a form. The Tenderers 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 Tenderers 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 Tenderers shall be receiving a system generated mail. Transaction fee is non-refundable. A Tenderers will not have the access to online e-tender without making the payment towards transaction fee.

#### NOTE

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

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

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

# **Bidding in e-tender:**

 Earnest Money Deposit for a sum of ₹1,98,000/- (Rupees One Lakh Ninety-Eight Thousand only) shall be remitted to Bank Account of Reserve Bank of India on or before 2:00 PM on August 19, 2021. The account details for NEFT/RTGS transactions are as follows

**Beneficiary Name: RBI CHENNAI** 

IFSC: RBIS0CNPA01 (5th and 10th digit is Zero)

Account No.: 8693309

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with Transaction number (scanned copy) to <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>. While making remittance of the said amount, 'EMD- ESTATE DEPARTMENT' shall be mentioned in the remarks column. The tender which is not accompanied by such EMD will not be considered. No interest will be paid on EMD. EMD of the unsuccessful Tenderer will be refunded by the tender inviting authority in due course.

- a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The Tenderers(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="https://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govtdepts→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.
- c) The Tenderers should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the Tenderers will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, Tenderers have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, Tenderers have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, Tenderers have to click on the "Final submission" button to register their bids
- f) Tenderers are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, Tenderers are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the Tenderers will remain completely anonymous to one another and to anyone 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 Tenderers. Any bid will be considered as the valid bid offered by that Tenderers and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderers 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.
- 1) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderers confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. 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 reasons thereof.

Tenderers are requested to read the Tenderers guide and see the video in the page <a href="https://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize themselves with the system before bidding.

Tenderers are requested to quote rates without GST on works contract. No change in quoted rates will be accepted.

# Section- C: Eligibility Criteria for Participating in the e-Tender

- 1. Reserve Bank of India, Chennai invites e-Tender in two parts for Comprehensive Annual Maintenance Contract (CAMC) for providing housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu at an estimated cost of approximately ₹99 Lakh (Rupees Ninety-Nine Lakh only) per annum inclusive of GST.
- 2. **Eligibility Criteria for participating in the e-Tender:** Company/Firm/Contractor who fulfill the following per-qualification criteria are eligible to apply:

SI. No.	Qualifying Criteria	Requirement
(ii)	Duration of past experience	The intending tenderer Should have minimum 5 years of experience of executing similar works (during last 5 years ending last day of month previous to the one of which applications are invited). Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years
(iii)	Minimum value of each completed work (qualifying)	The intending tenderer must have executed successfully similar works, during last five years ending on <b>June 30, 2021</b> as under:  (a) Three works, each costing not less than ₹39.60 Lakh.  OR  (b) Two works, each costing not less than ₹49.50 Lakh.  OR  (c) One work, costing not less than ₹79.20 Lakh.
(iv)	Yearly Turnover	Only those firms who have a minimum yearly turnover of ₹ 99 Lakh (Rupees Ninety-Nine Lakh only) <b>during last 3 years</b> shall be considered eligible for tendering for the work.i.e. up to March 31, 2021 (Financial Year (FY) 2018-19, 2019-20 and 2020-21) along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(v)	Solvency /Bankers Certificate	The firm Should submit a 'Solvency Certificate' issued by the intending bidder's Banker, specifically for the purpose of this tender for an amount, of ₹ 99 Lakh (Rupees Ninety-Nine Lakh only) (Annex-VI)
(vi)	Service setup	Full-fledged service setup should be available for the specified job at Chennai, wherefrom required quality services can be regularly provided. A copy of trade license must be submitted as proof of the service setup.

The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory

Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years ending on June 30, 2021.

- ➤ There should not be any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages or other payments for last 5 years ending on June 30, 2021.
- ➤ The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract for last 5 years ending on June 30, 2021.
- Track record of a bidder should be clean without any involvement in unlawful/illegal activities or financial Banking frauds. There should not be any case with the Police/Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

Note: The intending bidder who satisfied the above parameters must submit Declaration/ Undertaking in its Letter Head for the same.

Further, the Bank may terminate the contract any time if it is found that the Contractor has provided false information for considering the tender and the Bank Guarantee submitted by him as security deposit shall be forfeited/ invoked either fully or partially.

# 3. Details of the Company/Firm/Agency:

- (a) The Full of the Company/Firm/Agency, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es)' etc are required to be submitted.
- (b) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial year duly certified by a Chartered Accountants should be enclosed in proof of credit worthiness and turnover for the last three years.
- (c) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., Fax Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished (Annex VII).

#### 4. Documents / details to be submitted:

- a. Copies of applicable tax registrations, viz., PAN, TIN, GST, etc.
- b. Copy of Registration Certificate of the Company/firm/agency issued by the relevant authority.

- c. Copies of EPF. Registration Certificate and ESI Registration Certificate.
- d. MSME Registration Certificate for MSME firms.
- e. Copy of License under Contract Labour (Regulation and Abolition) Act,1970 for providing **Housekeeping Services.**
- f. Labour Licenses obtained for clients (whose performance certificates have been submitted towards establishing minimum eligibility) need to be compulsorily submitted if 20 or more manpower was supplied.
- g. Name and Address of the existing clients along with full details where tenderer is currently executing a similar work.
- h. Provide details if any Civil Suit/ Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on **June 30, 2021** / being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation, provide Self-attested copies of litigations/civil suits/disputes.
- i. Any Bank having declared any loan of the tenderer as NPA in the last three years if any.
- j. Any other document or information the tenderer wishes to furnish.
- k. Any other document/s as and when sought by the Bank.
- **5. Details of the completed work:** The client-wise names of work(s), year(s) of works execution of work(s), awarded and actual cost(s) of executed work(s), names and full contact details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished. Client's Report as per format at <a href="Annex-III">Annex-III</a> from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.

#### 6. Site Visit/Client visit:

- a) Service quality by the bidder at current similar facilities (to be decided by the Bank based on client feedbacks/ site visit reports, the decision taken by the Bank in this regard will be final and binding).
- b) The members of the Evaluation Committee may conduct site visits to assess the quality and other aspects of the existing contracts of bidders as per the above criteria. A list of such places i.e. complete address details of clients in Tamil Nadu along with contact details of the concerned person should be provided.
- c) Price Bids of only those firms, whose scores in the following areas are more than 75 out of 100, will be considered for opening.
  - i) Standard of Housekeeping and Maintenance: -50 Points (Max)

- ii) Client feedback: - 25 Points (Max)
- iii) Responsiveness and pleasing disposition of staff deployed at the site: -25 Points (Max)
- 7. After scrutiny, if any of the contractors is found not to be in possession of the required eligibility, their Tenders will not be considered by the Bank for further processing.
- 8.Tender shall be submitted through e-Tendering in two parts. Part-I Tender will contain the Bank's standard Techno-Commercial conditions for the proposed work.
- 9. The proof of having remitted the EMD is to be uploaded in MSTC portal.
- 10. Part-I of the Tenders will be opened at 16:00 hours on August 19, 2021 in the presence of the authorized representative of the Tenderers, who choose to be present. Part-II of the Tender will be opened on a subsequent date, which will be intimated to the Tenderers, in due course of time.
- 11. The Bank may obtain reports on the past performance of the Tenderer from his clients and bankers. The Bank shall evaluate the said reports as per the evaluation criteria mentioned in Part I before opening of the Part-II of the Tender. If the tenderer is not found to possess the required eligibility for participating in the Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the Tender and Part-II of the Tender will not be opened and EMD shall be returned back to him. The Bank is not bound to assign any reason for doing so.
- 12. THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT ANY TENDER EITHER IN FULL OR IN PART. THE BANK RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.
- 13. Note: The client's Report shall be accepted only when the same is signed by an official in-charge of administration or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The Client's Report issued by the private organizations shall be submitted along with Tax Deducted at Source (TDS) certificates. Applications/Tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.
- 14. I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and have read and understood all the above conditions and the same shall remain binding upon me/us.

Signature and Name of Tenderer with seal Address:

Date:

## Section D: FORM OF TENDER

Place	
Date	

To Regional Director for Tamil Nadu & Puducherry Estate Department Reserve Bank of India Fort Glacis, Rajaji Salai Chennai – 600 001.

Dear Sir,

Having read and examined the Notice Inviting e-Tender, Specifications, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

# **MEMORANDUM**

a)	Description of work:	Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu
b)	AMC Period	October 01, 2021 to March 31, 2022 (Contract to be initially awarded for 06 months and the same to be renewed on yearly basis for the next two years FY: 2022-23 and 2023-24 subject to the agency fulfilling the terms of the contract satisfactorily)
c)	Estimated cost	₹ 99 Lakh (Rupees Ninety-Nine Lakh only) Inclusive of 18 % GST
d)	Earnest Money	₹1,98,000/- (Rupees One Lakh Ninety-Eight Thousand only) from each bidder
e)	Performance Bank Guarantee	5% of the contract value (to be provided in the form of Bank Guarantee by the successful Agency)
f)	Liquidated damages	subject to a maximum of 10% of contract value

- 2. We undertake to deposit a sum of ₹1,98,000/- (Rupees One Lakh Ninety-Eight Thousand only) as Earnest Money with the Reserve Bank of India at the time of award of work, along with the bid which will not bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India. We also agree to keep the Bank Guarantee valid during the entire period of contract.
- 3. We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
- 4. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.
- 5. I/We understand that Reserve Bank of India reserves the right to accept or reject any or the entire Tender either in whole or in part without assigning any reason thereof.
- 6. The Tender is submitted in two parts. Part I contains all commercial terms & conditions, technical, EMD and Part II contains only the Price Bid in the Bank's proforma.
- 7. Should this Tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

#### 8. Pre-Bid meeting:

- a) Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document not later than one day before the date of the pre-Bid meeting or raise enquiries during the pre-Bid meeting.
- b) The tenderers' designated representatives are invited to attend a pre-Bid Meeting Offline at 11:00 Hrs. on August 05, 2021 (Venue: Reserve Bank of India, Estate Department, 2nd Floor, Rajaji Salai, Fort Glacis, Chennai 600001) and through Cisco-WebEx (online) at 11.00 AM on August 05, 2021. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.
- c) Date and time of the meeting may change subject to the **COVID-19** pandemic scenario. The Bank if it deems necessary may at its own discretion cancel the Prebid Meeting.

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

O D.	along and (Full Adduces)	
(i)	nkers are: (Full Address)	
(ii)		
	s of Partners of our firm are:	
(i)		
(ii)		
	of the Partner of the firm rized to sign	
or		
Attorn (Certif	of person having Power of ey to sign the Contract ied copy of the Power of ey should be attached).	
Yours f	aithfully,	
Signatu	re of Contractor	
Signatu	ure and Addresses of Witnesses:	
S. No	Signature	Address
(i)		
(::)		
(ii)		

## **Section E: AMC Agreement**

This	Agreement	is	made	on	this			day	of	(month),	(year)	between
M/s							having	its	3	Registe	ered	Office
at				(	Chenr	nai ·	<b>–</b> 600010,	(here	eina	after called	the C	ontractor)
of the	e One Part											

And

The RESERVE BANK OF INDIA, Chennai, having its Central Office at Mumbai, constituted under the provisions of the Reserve Bank of India Act, 1934 (Hereinafter called the "The Bank") of the other part,

WHEREAS the Bank is desirous of provision of regular operation, Break-down/Preventive/regular Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu.

AND WHEREAS THE CONTRACTOR HAS AGREED TO execute upon and subject to the conditions set forth in the original AMC entered into and detailed in the scope of work and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

- In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the Contractor shall upon and subject to the said conditions execute and complete the work described in the said scope of work.
- 2. The Bank shall pay the Contractor the said contract amount at the times and in the manner specified in the said conditions.
- 3. The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.
- 4. The General Manager/ Deputy General Manager/Assistant General Manager, Estate Department, Chennai is the Authority authorized on behalf of The Bank.

- 5. The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
- 6. This contract is at the rate of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) and valid for a period of
- 7. The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.
- 8. The Contractor shall agree to pay salary to his employees in accordance with Minimum Wages Act, 1948 and also considering any escalation in wages as notified from time to time by the Government of India. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1st April and 1st October every year.
- 9. The period of contract is 06 months from October 01, 2021 to March 31, 2022 subject to satisfactory performance, unless it is curtailed by or terminated by the Bank owing to deficiency of service, sub-standard quality of the materials used, and breach of contract, reduction or cessation of the requirement of the work. Termination of the contract shall be made by issuing a prior notice. In such case a notice period of one month will be given to the contractor and the security deposit shall not be refunded.
- 10. On termination of the Contract or on expiry of the Contract, the Contractor shall vacate the Premises of the Bank and shall hand over or return all the articles/ Material/ property pertaining to the Bank.
- 11. All payment by the Bank under this contract will be made only at Chennai.
- 12. All disputes out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to determine the same.
- 13. Non-Disclosure Clause: It is advised that the contractor shall not disclose directly information, materials and details of the Bank's indirectly infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry under it or to comply with applicable laws. The Contractor out the obligations 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 Contractor shall indemnify the Employer for any loss suffered by the Employer because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue

legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

- 14. The said conditions shall be read and construed, as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement of their part respectively in the said conditions contained.
- 15. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor, in witness whereof the Contractor has caused its seal (if any) to be affixed hereunto and The Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf the day, month and year first here above written.
- 16.i) Payment of the bills will be made on **Monthly** basis for <u>Block Cleaning work</u>. The bill must contain:
  - a. Copy of Attendance Register duly certified by Caretaker/Asst.Caretaker.
  - b. Detailed record of the maintenance job carried out by the contractor Annex V duly certified by respective Caretaker/Asst. Caretaker.
  - c. Declaration for compliance of Contract Labour Act & Minimum Wages Act.
  - d. Detailed schedule/breakup of salary paid to employees clearly stating respective statutory payments (Minimum Wages, Bonus, EPF and ESI) remitted.
  - e. The tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement (documentary evidence) showing payment of salary (inclusive of bonus) made to deployed personnel along with invoice.
  - f. A copy of receipt of payment made by the contractor towards Employees Provident Fund to the Employees Provident Fund Organization(EPFO) through any scheduled bank, like e-Pay Order of the State Bank of India.
  - g. A copy of receipt of payment made by the contractor towards Employees insurance to the Employees' State Insurance Corporation (ESIC)
  - h. Any other log books/document as directed by Estate Dept. in charge.
- ii) Payment of the bills will be made on **Monthly/Quarterly/Half yearly** basis for <u>Flat Cleaning work</u>. The bill must contain:
  - a. Copy of Attendance Register duly certified by Caretaker/Asst.Caretaker.
  - b. Due acknowledgement taken from the Caretaker/Asst.caretaker after the vacant flat cleaning is done.
  - c. Due acknowledgement taken from the resident/occupant after the cleaning is done.
  - d. Declaration for compliance of Contract Labour Act & Minimum Wages Act.
  - e. Salary statements of employees deployed for flat cleaning work.
  - f. Any other log books/document as directed by Estate Dept. in charge.

The bills submitted without the above said documents shall not be processed for payment.

- 17. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with the Works any person who has not completed Eighteen years of age.
- 18. All the workers or employees deployed by the contractor shall be considered as the employees of contractor and Reserve Bank of India shall not have any liability whatsoever in nature regarding such workers/employees.
- 19. The Contractor shall pay to labour employed by him, directly wages not less than Minimum wages as prescribed by Minimum Wages Act 1948, Government of India.
- 20. The Contractor shall in respect of labour employed by him contractor comply with or cause to be complied with the Contract Labour Regulation regarding all matters provided therein.
- 21. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938 Workmen's compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification there of or any other law relating thereto and rules made there under from time to time.
- 22. The Contractor shall indemnify and keep indemnified the Reserve Bank of India against:
  - a. Any claim arising out of third party loss/ damage to life or property caused by during execution of the work
  - b. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - c. Any claim due to non-compliance of applicable Wages, PF/ Labour laws, ESI, Regulations etc.
- 23. The contractor shall take necessary insurance covers (Workmen Compensation Policy), third party / public liability with an Insurance Company approved by the Employer. a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of Rs.2 lakh.
- 24. The Contractor shall comply with the provisions of Contract Labour (Regulation& Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of

- all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.
- 25. The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the Premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- 26. 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.
- 27. The Contractor agrees to utilize materials/brands which will be of the best quality. Banks reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis.
- 28. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved.
- 29. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 30. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- 31. **Risk Clause**: The Contractor shall always have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. The Bank reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the RBI, Chennai from the Contractor's Security Deposit or pending bill or by raising a separate recovery claim.
- 32. **Dispute Settlement**: It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Bank whose decision shall be final and binding on both the parties and any legal dispute will be subject to Chennai Jurisdiction only.
- 33. Renewal of contract: At the sole discretion of the Bank, the AMC shall be considered for further renewal for the years, 2022-23 and 2023-24, on same terms

and conditions with applicable increase / decrease in rates, based on the prevailing Minimum Wages, provided the Bank, finds the services of the Contractor satisfactory. The decision of the Bank, in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

# SIGNATURE CLAUSE: SIGNED AND DELIVERED BY

Contractor	Authorized Signatory of RBI
Signature seal Address	Designation & Address
Witness	Witness
Signature	Signature
Name and Address	Name and Address

#### Section: F- General Instructions to Contractors

e-Tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI Portal for the work 'Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu' not later than 3:00 PM on August 19, 2021.

- 1. The tender documents will be available for viewing/downloading for the intending bidders from 16:00 Hrs of July 21, 2021. The bidders who do not comply with the following pre- qualification criteria and have not submitted requisite EMD, will not be considered for opening of their tender Part-II.
- 2. Part I of the tender will be opened at 16:00 Hrs. on August 19, 2021. Upon scrutiny of Part-I by the Bank, Part II of the eligible tenderers will be opened on a subsequent date under intimation, to the eligible bidders. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender, which period may be extended by agreement and the tenderer shall not cancel or withdraw the tender during this period.
- 3. Digital Signatures may be used to submit the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
- 4. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after the opening of the tender will be entertained.

#### 5. Earnest Money and Performance Guarantee during contract period:

Tenderers shall pay as Earnest Money Deposit a sum of ₹1,98,000/- (Rupees One Lakh Ninety-Eight Thousand only) by NEFT/RTGS in favour of the Reserve Bank of India, Chennai. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or cheque etc. On award of contract, the successful Tenderer shall furnish an amount of 5% of the contract value in the form of a Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.

- 6 The Earnest Money Deposit submitted by successful Tenderer shall be returned within one month of award of work post submission of the Performance Bank Guarantee. The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period.
- 7. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest.

- 8. All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 9. The Contractor shall not assign the Contract. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank.
- 10. For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

#### 11. Evaluation of tenders:

The Price Bid consists of following components:

#### **I.FIXED COMPONENT:**

A). Gross Wages for total employees: Basic Wages (Minimum) (plus Variable Dearness Allowance) House Keeping Staff (Unskilled) and Supervisor(Semi-Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), and Bonus.

# **II.VARIABLE COMPONENT:**

- B). Service charges for providing 21 employees, which includes Contractor's Overhead Charges (cost of salary over and above the minimum wages/ bonus) & Profit, items like procurement of cleaning material, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform and identity cards to the workmen or any other expenses applicable for 12 months.
- C) Flat Cleaning Charges (Weekly/Quarterly/Half yearly) inclusive of Cleaning materials.
- 12.On receipt of intimation from the Bank of acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within **fourteen days** thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
- 13. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- 14. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for

entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

- 15. The rates for the items in Part II should be quoted **Exclusive of GST**, wherein the total of all the items under-price bid will be subjected to GST @18%. Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The contract value will also be subject to TDS/Withholding Tax as per law.
- 16. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted. The successful tenderer should make his own arrangement to obtain all materials required for the work.
- 17. Every employee so engaged by the contractor shall wear uniform, a badge bearing his/her name while on duty.
- 18. Police Verification of all Workmen / Supervisors / Officials for entering in to the Bank's Residential Premises: The successful tenderer shall submit the necessary Police Verification Certificate of each deployed workman / supervisors / officials from Local Police Authorities about his/her identity records within **45 days** of awarding the contract. Any change of deployment also needs to be submitted for the above provision without any lapses. Further, the agency should ensure that the staff deployed is medically fit and free from contagious diseases.
- 19. Termination of services of any person deployed by the contractor shall be made by a letter of termination of contractor. Bank will not issue any letter in this regard.
- 20. Water & Electricity shall be provided free of cost for execution of the work at convenient place. Contractor has to make his own arrangement for using water and electrical supply at end. The contractor shall, however take care to ensure that no undue wastage of water/electricity is caused. All necessary safety measures shall be taken by the contractor to avoid any mishap/accident. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.
- 21. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank.
- 22. The contractor shall be responsible to maintain all property and equipment of the RBI entrusted to it. Any damage or loss caused by the contractor's persons to the Bank in whatever shape would be recovered from the contractor.

- 23. The Bank does not recognize any employee employer relationship with any of the workers of the contractor and their services shall be automatically discontinued with the termination of the contract.
- 24.In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Bank and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Bank unless and until the same are incorporated in a formal instrument and signed by the Bank and the contractor. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contract.
- 25. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.
- 26. The Contractor shall pay to the labourers employed by him directly wages not less than minimum wage as prescribed in Minimum Wages Act 1948, of Government of India. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1st April and 1st October every year.
- 27. The contractor shall make available the services of Housekeepers on all days of the week except National Holidays. The contractor should ensure that minimum number of persons as stated in scope of work are deployed **daily**. The contractor may provide weekly off on rotational basis to the employees, but the contractor should ensure that the services of an alternate skilled &experienced Housekeeper is always available. In case of absence of Housekeeper, the contractor should ensure that the service of alternate Housekeeper is always available for uninterrupted service delivery, the cost for such arrangement has to be included in their quote and no additional cost will be paid separately for such arrangement.

The timings and minimum requirement of laborers required are as follows for Block Cleaning and flat cleaning work at all three residential colonies located in Chennai

SI. No.	Type of Work	Frequency of cleaning	Manpower Required	Category	Timings
1.	Block Cleaning	Regularly on all days of the except national Holidays	K.K Nagar 05 P.H Road 10 SAF- 05 Koyambedu Supervisor 01 Total 21	House Keepers	Normal
2.	Flat Cleaning  a). Officers Flat and Class III Flats occupied by Officers	Cleaning of toilet on weekly basis deep cleaning of flat has be to be carried out on quarterly basis.	Separate labourers different from that of used for block cleaning works needs to be employed and attendance for the same to be submitted along with the Invoice.	Flat Cleaners	Working hours: (8hours) 9 AM to 5.30 PM with half an hour lunch break.
	b). Class III & Class IV	deep cleaning of flat has be to be carried out on Half yearly basis for Class III/IV.			

\*The bidders shall, however, survey the area & assess the manpower requirement at their own. The bidder must employ an adult & experienced labour only. However, the above labourers' number can be increased or decreased at the discretion of the Bank, based on the requirement.

For Flat Cleaning works, the rates will be paid based on the number of flats/toilets cleaned and no minimum charges will be paid based on the labour employed. Separate labourers different from that of used for block cleaning works needs to be employed. The availability of the flat for cleaning is as per the convenience of the resident/occupant accordingly the contractor cannot force the resident or claim the right to clean the flat/toilet.

- 28. The Tenderers are advised to visit all three (3) Residential Colonies after obtaining prior approval and acquaint themselves of the site conditions before submitting the Tender.
- 29. The Tenderers are advised to submit the Tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the Tender documents has any price implications, the

same should be considered and included in the bid price. Any Tender containing deviation from the laid terms and conditions is liable to be rejected.

- 30. The contractor shall comply with the provisions of all labour legislation including the requirement of
  - a) The payment of Wages Act
  - b) Employers liability Act, including P.F Act, Gratuity Act, etc.
  - c) Workmen's Compensation Act.
  - d) Contract Labour (Regulation and Abolition) Act,
  - e) Apprentices Act
  - f) Any other act or enactment relating thereto, and rules formed there under from time to time.
- 31. The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
- 32. The Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labour that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.
- 33. The movement of the Housekeeping services staff should be confined to the area of their duty only. If they find any valuable item lying in/near the premises, they should immediately deposit it with the security officer.
- 34. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.
- 35. The Contractor shall inspect the site and understand the scope of work before quoting. They may contact the concerned colony Caretaker/Asst.Caretaker for clarification in case of doubts, if any.
- 36. The Contractor should submit the AMC agreement in bilingual format only. In case of any dispute arises, agreement clauses in English will be considered valid.
- 37. The successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract. The name of the successful contractor will be delisted/removed from the Bank's approved/empanelled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.

- 38. Bank is not liable for compensation for any accident fatal or otherwise of the workmen on duty or on third party. The responsibility of such mishap rest with the contractor.
- 39. **Escalation clause:** The rates shall also be firm and valid for a tenure of the contract from the issue of work order and shall not be subject to exchange variations, labour condition, fluctuations in railway freights or any conditions whatsoever. In case, whenever there is increase in minimum wages notified by Government of India, the firm shall pay the wages in addition to the existing wages for the tenure of the contract. The upward revision of wages shall be taken in to consideration by the Bank during the renewal of the said contract i.e. after the completion of the said contract subject to satisfactory performance of the firm as per the terms of the contract.
- 40. The Contractor should note that Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank's premises is strictly prohibited and ensure that the workers deployed in the Bank's premises abide this rule strictly.
- 41. The Contractor shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/problem of any nature in the Bank's premises.
- 42. The Contractor and his staff shall be under the general supervision and control of the Assistant Manager (P&SE) /Assistant Caretaker or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from him for the day-to-day work in the premises.
- 43. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- 44. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 45. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.
- 46. The contractor shall not employ any person below the age of 18 yrs.
- 47. The tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement (documentary evidence) showing payment of salary made to deployed personnel along with invoice. The Contractor will be responsible for opening bank accounts of its employees. In case any complaint is received, or it is observed that the payment to the housekeeping staff is not being made as per law, the Bank shall have right to make payment to these workers at the risk and cost of the Contractor. The Bank shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor because of any such statutory obligation.

- 48. The Contractor shall obtain Labour license under the provisions of The Contract Labour (R&A) Act, 1970; in case the strength of the workmen deployed by them in the premises of the Bank exceeds 19 on any day.
- 49. **Renewal of contract:** At the sole discretion of the Employer, the AMC shall be considered for further renewal for 2022-23 and 2023-24 on same terms and conditions with requisite increase / decrease in rates based on the applicable minimum wages provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

# 50. Maintenance of Attendance & Complaint register

- I. An attendance register has to be maintained with the Caretaker/Asst.Caretaker and the employees engaged by the contractor should duly sign the same in the presence of the Care taker/Asst.Caretaker.
- II. A separate complaint register has to be maintained by the contractor with complete details of the complaints registered by the residents.
- III. A photocopy of the pages of the complaint register so maintained should be on monthly basis submitted to the respective Caretaker/Assistant caretaker/Security officer along with the monthly bill and the same should be duly certified by the Bank official concerned.

#### IV. List of Documents to be submitted along with Monthly Bill:

- 34.i) Payment of the bills will be made on **Monthly** basis for <u>Block Cleaning work</u>. The bill must contain:
  - a. Copy of Attendance Register duly certified by Caretaker/Asst.Caretaker.
  - b. Detailed record of the maintenance job carried out by the contractor Annex V duly certified by respective Caretaker/Asst. Caretaker.
  - c. Declaration for compliance of Contract Labour Act & Minimum Wages Act.
  - d. Detailed schedule/breakup of salary paid to employees clearly stating respective statutory payments (Minimum Wages, Bonus, EPF and ESI) remitted.
  - e. The tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement (documentary evidence) showing payment of salary (inclusive of bonus) made to deployed personnel along with invoice.
  - f. A copy of receipt of payment made by the contractor towards Employees Provident Fund to the Employees Provident Fund Organization(EPFO) through any scheduled bank, like e-Pay Order of the State Bank of India.
  - g. A copy of receipt of payment made by the contractor towards Employees insurance to the Employees' State Insurance Corporation (ESIC)
  - h. Any other log books/document as directed by Estate Dept. in charge.

- ii) Payment of the bills will be made on **Monthly/Quarterly/Half yearly** basis for <u>Flat</u> <u>Cleaning work</u>. The bill must contain:
  - g. Copy of Attendance Register duly certified by Caretaker/Asst.Caretaker.
  - h. Due acknowledgement taken from the Caretaker/Asst.caretaker after the vacant flat cleaning is done.
  - Due acknowledgement taken from the resident/occupant after the cleaning is done.
  - j. Declaration for compliance of Contract Labour Act & Minimum Wages Act.
  - k. Salary statements of employees deployed for flat cleaning work.
  - I. Any other log books/document as directed by Estate Dept. in charge.

The bills submitted without the above said documents shall not be processed for payment.

٧.	The successful tenderer must submit a certificate every month by certifying the
	following
	a) Wages of workers were credited to their bank accounts on
	(Acknowledgment by bank enclosed).
	b) ESI Contribution relating to workers amounting to Rs was
	deposited on (Copy of Challan enclosed with contribution sheet)
	c) EPF Contribution relating to workers amounting to Rs was
	deposited on (copy of the Challan enclosed with contribution sheet)
	d) We are complying with all statutory Labour Laws including Minimum Wage
	Act.

VI. In case of absence of regular employees, a separate column has to be maintained for the additional/replacement employees.

#### 51. Penalty: -

The Contractor shall maintain an attendance register duly signed by designated Bank's staff and attach a copy of the same with each month's bills failing which no payments shall be released. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty equal to the wages of the absent personnel(s) in addition to that an amount of ₹500/- per day shall be levied by the Bank and the same shall be deducted from the contractor's bills.

In case any complaint is received regarding misconduct/misbehaviour of agency's personnel, or of poor quality of work, a penalty of ₹2000/- (Rupees Two Thousand only) for each such incident shall be levied and the same shall be deducted from agency's pending/subsequent bill. Further it shall be obligatory upon the agency to remove the said personnel from the site immediately after being notified by the Bank.

#### 52. Terms of Payment

i. Payment in respect of manpower deployment will be made as per actual deployment and the firms/ contractors are advised to submit proof of deployment by way of attendance registers.

- ii. The successful tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement showing payment of salary. Necessary PF etc. to be ensured as per statutory rules. The Bank reserve the right to verify the same as and when required and accordingly, the contractor must have the necessary documents to submit the same. No Invoice would be accepted without the supporting document of Bank statement, ESI and PF dues. The Bank prefers that the Agency should pay their staff salary at-least by 10th of every month by means of NEFT/RTGS/Cheque and for this purpose a bank account should be maintained by their staff.
- iii. Bank's official will verify the deployment of people/ manpower at regular intervals; hence an attendance register should be maintained for verification and copy of the same duly attested.
- iv. Payment of monthly bills /lump sum charges will be paid through RTGS/NEFT on submission of copy of attendance register, complaint registered duly certified by the officers concerned. Wages must be paid to the employees by the contractor without waiting for the payment from the Bank.
- v. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. The Housekeeping Agency shall make payment of monthly wages (as quoted in the Financial Bid) to the deployed staffs through bank accounts only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through Bank account, the contract will be terminated.

#### 53. Security Deposit

The successful Tenderer shall furnish an amount of **5% of the contract value** in the form of a Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period.

#### 54. Insurance

- 1) The contractor shall take necessary insurance covers namely Workmen Compensation Policy, third party / public liability with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of ₹2 lakh.
- 2) The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- a. Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
- b. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
- c. Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor with additional penalty amounting to twice the premium.

# 55. Settlement of Disputes by Arbitration:

- a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after its completion and whether before or after the termination or abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.
- b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
- c) The arbitrator or arbitrators shall make his or their award within one year (or such further extended time as may be decided by him or them with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators, shall make an award in terms of such settlement or compromise.
- d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators, who may

determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid

- e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions about the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.
- (f) The agreement shall be subject to the jurisdiction of the Hon'ble High Court of Tamil Nadu at Chennai
- **56.**<u>Liquidated damages</u>: In case of the requisite number of services for the duration of time as mandated on daily basis are not made available, Bank shall recover Damages on Pro-rata basis in respect of deficiency in number of services provided/ work executed and/or deficiency in duration of service (in hours), subject to a maximum of 10% of contract value.

NOTWITHSTANDING ANYTHING SPECIFIED ABOVE, THE TENDERER SHALL BE RESPONSIBLE TO TAKE ALL MEASURES TO MAINTAIN THE SAFETY, LOOK, BEAUTY, CLEANLINESS, HYGIENE AND SANITATION OF THE BUILDINGS AND PREMISES.

#### 57. TERMS AND CONDITIONS FOR HOUSE KEEPING WORK

- 1. The period of contract is 06 months i.e. October 01. 2021 to March 31, 2022, subject to satisfactory performance, unless it is curtailed by or terminated by the Bank owing to deficiency of service, sub-standard quality of the materials used, and breach of contract, reduction or cessation of the requirement of the work. Termination of the contract shall be made by issuing a prior notice. In such case a notice period of one month will be given to the contractor and the security deposit shall not be refunded.
- 2. The Contractor and its staff shall take proper and reasonable precautions of Bank's assets and to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank.

- 3. The execution of cleaning will be done with uniformed, hygiene conscious workers.
- 4. The Contractor shall exclusively supervise or employ sufficient supervisory personnel to supervise the work of his/her employees to ensure that the services rendered are carried out to maintain high standards of cleanliness. The agency must provide one dedicated mobile phone (with SIM card) with adequate balance to the Supervisor. This mobile phone will remain with the Supervisor on duty. The same mobile number will be circulated in the office. The Supervisor will have to be present on all the days of week to supervise the cleaning work.
- 5. The supervisor will also do a continuous check of the work being done by the agency staff and maintain a log book of the same.
- 6. The Contractor shall depute only able bodied, physically fit, well trained and disciplined personnel for carrying out the work. Also, the contractor should make sure the minimum number of persons, if any, specified in the scope of work are deployed on a pro-rata basis.
- 7. Every employee so engaged by the Contractor shall wear uniform and ID card wearing his/her name, while on duty. The said uniform and ID card issued by the Contractor shall be provided by the Contractor at his cost.
- 8. No lapse from the Contractor's side, which may cause damage to the property and injury to the staff in the opinion of the Bank's Engineer, shall be permitted.
- 9. The work has to be carried out with the least inconvenience to the residents.
- 10. The Contractor should specify the working hours of their staff and the details thereof shall be maintained with the Caretaker/Security Guard of the respective colonies. No labourer shall be permitted to stay inside the campus after working hours.
- 11. The Bank shall have the right to ask for the removal of any person employed by the Contractor, who is not found to be competent and orderly in the discharge of his duty.
- 12. The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. Workmen will be allowed inside the building only on producing the photo pass issued by the Bank & also have to subject themselves to the security restrictions imposed by the Bank. Only the contractor himself/ themselves shall be held responsible for conduct of his/ their workers/ labour.
- 13. Within 45 days of award of contract, the Contractor has to obtain police verification report on character and antecedents of its 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.
- 14. The Contractor shall maintain an attendance register and attach a copy of the same should be attached with each month's bills failing which no payments shall be released. There should be minimum replacement of persons. In case of absenteeism, the contractor needs to send a suitable alternative person as a substitute. The contractor is advised to keep one extra person trained in each category, so that, in case of absenteeism, the next person can act as replacement without hampering any activities.
- 15. The rates quoted by the Contractor shall be in accordance with the Contract Labour Act 1970 / Minimum Wages Act, 1948 for the current year and also considering any escalation as notified from time to time by the Government of India.
- 16. The successful tenderer shall be responsible for safety & security of their materials & personnel and also for ensuring fire prevention steps at all the times in working premises including their part of work.
- 17. The Contractor shall not engage any subcontractor or transfer the contract to any other person in any manner and workers/personnel engaged by the contractor shall not accept any gratitude or reward in any form.
- 18. The intending tenderers are advised to inspect the site with the prior permission from the Bank and ascertain the exactness of the area to be maintained and the work to be executed before quoting the rates.
- 19. In case any deficiency in services such as less no. of areas to be cleaned, nonuse of approved cleaning materials and less no. of staff deployed etc., is observed or brought to notice of the office, a proportionate/ appropriate amount form the monthly bill will be deducted as penalty for deficiency in services and in any case, it will not be refunded to the contractor, in future.
- 20. All the consumables and disposables required for cleaning and housekeeping should be eco-friendly (preferably Green products) and branded and shall be procured by the contractor at its own cost.
- 21. The cleaning and housekeeping works are to be carried out in such manners that all related areas/space in the Bank's Premises always look neat and clean.
- 22. **Disposal of Waste from all three colonies**: The Manpower engaged shall be trained in Management of garbage (bio-degradable & non- degradable and recyclable waste) also so that waste disposal is carried out properly without affecting the environment as per pollution control directions.
  - a. Arrange for a garbage disposal vehicle and other equipment required for segregation and disposal of waste in a professional manner,

- b. Plan, manage, and collect, segregate dry and wet garbage in the earmarked area, efficiently transport and dispose the garbage in the disposal area. The work should be carried out in an eco-friendly manner.
- c. The Contractor will arrange for required resources, including manpower, disposables etc which is used by the house keeping staff.
- d. Ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.
- e. All the dustbins washed and lined with colour-coded bags in the morning.
- 23. The Charges quoted will cover the cost of manpower deployed and material used for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Caretaker/Assistant Manager of P&SE that the services have been provided satisfactorily and thereafter deducting all statutory dues/taxes, etc.
- 24. The cleaning materials used shall be of approved quality.
- 25. Payment to the labourers has to be made through bank account and proof for the same has to be submitted along with the bills.
- 26. All statutory benefits like EPF, Bonus, ESI, and other statutory payments etc. has to be paid by the contractor and the proof for the same has to be submitted along with the bills.
- 27. The contract could be considered further renewal for one year on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.
- 28. The cleanliness will be periodically checked by the officials of the Bank.
- 29. The work shall be carried out strictly as per direction of the officials of the Bank.
- 30. The Contractor shall ensure that water shall be used judiciously without wasting. The Contractor is solely responsible for compliance of provisions or any Statute or rules framed there under by the Central Government or State Government and applicable to the labour employed by him. The Bank is not responsible in case of non-compliance of any of the provisions of the Statute or rules of the State/Central Government, by the Contractor.
- 31. The Bank will have the right to terminate the agreement without assigning any reason with a notice of one month and the contractor will not be entitled to any compensation for premature termination of the agreement. In such cases security deposit shall not be refunded. Before expiry of the notice period given in the termination notice, the contractor shall vacate the premises.

- 32. In case of any dispute arising out of this agreement, the decision of the Bank will be final and binding on the contractor.
- 33. The Bank will not provide accommodation to the contractor and or his workers / supervisor, etc. in the Bank's premises.
- 34. The contractor shall obtain necessary licenses and permits in their name at their own expenses and shall keep the Bank indemnified against any loss arising due to non-compliance to any statutory requirement.
- 35. The contractor will ensure co-operation with the Bank employees and with any representative of the Bank in their routine check-up of housekeeping arrangements.
- 36. The Contract shall be in force for the period stipulated in the contract and on the expiry thereof, it shall be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor shall not have any right either contractually or equitably to demand any fresh contract for another term to continue the same in preference to any other intending party.
- 37. The Contractor shall furnish the details of his employees prior to deployment. The Bank or its authorized representatives reserve the right to refuse admission to one or more of the contractor's persons, if their conduct or inefficiency is subsequently found unacceptable. The decision of the Bank or its authorized representatives in this matter shall be final. Although not desired, the Contractor may substitute any of his employees and after taking permission from the Bank. The Contractor is required to submit the complete list of staff working under the contract with their complete address/photo etc. for records.
- 38. The Contractor will also maintain a suggestion book and a complaint register to be produced to the Bank monthly along with the invoice.
- 39. Licenses if any required for Housekeeping services at the site will be procured by the Contractor.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers` and will abide by the same.

Date: Place:	
Signature of Contractor with Seal:	
Name and Address with Contact Nos.:	

#### **Section G. The Conditions Hereinafter Referred To**

#### 1 Interpretation Clause

(b) "Contractor" shall mean

- 1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
- (a) "**Employe**r" shall mean the Reserve Bank of India and shall include its assigns and successors.

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			and sha	ll includ	de the pa	rtners for t	he time b	eing of
the	said firm and the	legal repr	esentatives	of a de	ceased	oartner.		
(c)	(In the case of "	Contracto	<b>or</b> " shall m	ean Sh	nri			
trad	ling in individual) tl	ne name a	and style of_					and
sha	Il include his heirs	, success	ors and leg	al repre	esentative	es.		
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incl	ude its assigns an	d success	sors.					

- (d) " **This Contract**" Shall mean the Articles of Agreement, the Special conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.
- (e) "**Notice in writing**" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.
- (f) "**Act of Insolvency**" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(in the case of

#### 2 Scope of Contract.

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to: -

- I. The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- II. Any discrepancy in the Schedule of Quantities and/or Specifications.
- III. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore
- IV. The dismissal from the works of any persons employed thereupon.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

#### 3 Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

#### 4 Termination of Contract by the Employer

The contract can be terminated by the Bank by issuing a notice period of one month to the contractor and the security deposit shall not be refunded.

#### 5 Termination of Contract by Contractor

Contract can be terminated by the Contract or if desires, by giving one month notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

#### 6 Delayed Payment

Any bill submitted by the contractor shall be settled in the normal course provided the bills are in order in all aspects.

#### 7 Disputes arising out of the contract:

The decision of Bank will be final for any dispute arising of this contract. However, the contractor can appeal to the Principal if not satisfied with the decision of the department and his/her decision will be binding on the contractor.

#### 8 Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### 9 Right of Employer to terminate Contract in the event of death of Contractor

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

#### 10 Marginal Notes

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the annexures hereto.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers and will abide by the same.

Date:	Signature of Tenderer
Place:	Address

#### **Section H- Scope of Work**

The aim and objective are to provide a high level of a clean, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the Bank. The Housekeeping staff will be responsible for cleaning of Residential Premises including corridors, lift lobbies, Lift car, staircases, entire compound area, vehicle parking area, internal roads and internal area along the perimeter wall, adjoining areas and all security guard posts located along the perimeter wall along with cleaning/ maintenance of washrooms/toilets located in each premise.

#### 1. House Keeping at various Residential Quarters:

- a) The Bank has various residential quarters located across Chennai details as below:
  - Reserve Bank Staff Quarters
     K.K. Nagar, Chennai 600 078.
  - 2. Reserve Bank Staff Quarters
    Poonamallee High Road, Chennai 600 010.
  - Reserve Bank Staff Quarters
     SAF Games Village, Koyambedu Chennai 600 107.

The following are the various works which has to be carried out at the Residential Quarters: -

#### 2. BLOCK CLEANING:

The Following Block cleaning work has to be carried out by 21 house Keeping staff including one supervisor and **separate labourers should be used for cleaning of flats at colonies**. The requirement of workforce to be deployed at each premise is given herein under

SI.NO Location		Number of House Keeping Staff
1	K.K Nagar	05
2	P.H Road	10
3	SAF-Koyambedu	05
4 Supervisor		01
Total		21

Note: Deployment/re-appropriation of the number of site supervisor and housekeeping staff may change as per requirement of the RBI.

- a) Cleaning/sweeping of staircase/s, entrance, rear area of all blocks including common area, sunshades, car and two-wheeler parking area and cleaning of road inside the quarters **daily**.
- b) The garbage has to be collected from occupants of the residential colonies **daily** and apply air fresheners in the lift car (SAF-Koyambedu) immediately after transporting the garbage.

- c) Collecting the garbage and segregating based on organic and non-organic waste and arrange for its disposal **daily**. The organic waste should be disposed of with Organic Waste Converter (OWC), if available in the quarters
- d) Cleaning/sweeping in Caretaker/Asst.Caretaker Office/ Security Office/ Gymnasium/Dispensary/Community Hall/ Co-Operative Society/Badminton Court/ Creche/ Library, Recreational room all other offices in a colony **daily**.
- e) Dusting & cobweb removing and washing staircase/s **once in a week** in all the blocks of the colonies.
- f) Cleaning of all common area toilets in Cartaker/Asst.Caretaker Office/ Security Office/ Gymnasium/Dispensary/Community Hall/ Co-Operative Society/ Creche/ Library/ Recreational room /all other offices in a colony **once in a week.**
- g) Restock toiletries including liquid hand wash soap, toilet rolls, air Fresheners, Odonil, sanitary/urinal cubes, naphthalene balls in toilets (as mentioned at point No:6), etc. No separate charges will be paid.
- h) Thorough cleaning/sweeping/washing/mopping with disinfectant cleaners of all floors, staircases in flats of Residential colonies on a **weekly basis**.
- i) The Contractor should carry out cleaning of terrace of the flats on a **weekly** basis.
- j) Deep Cleaning in Caretaker/Asst.Caretaker Office/ Security Office/ Gymnasium/Dispensary/Community Hall/ Co-Operative Society/Creche/ Library/ Recreational room all other offices in a colony **once in a quarter.**

#### 3. FLAT CLEANING:

For Flat Cleaning works, the rates will be paid based on the number of flats/toilets cleaned and no minimum charges will be paid based on the labour employed. Separate labourers different from that of used for block cleaning works needs to be employed. Attendance details of the laborers engaged for flat cleaning work should be submitted along with invoices for the verification purpose. This detail shall be co related with number of flats/toilets cleaning to release the payment for that item. The availability of the flat for cleaning is as per the convenience of the resident/occupant accordingly and the contractor cannot force the resident or claim the right to clean the flat/toilet. Also, due acknowledgement must be taken from the resident after the cleaning is done. The details of vacant flats are available with the Caretaker/Asst. Caretaker in the respective premise and deep cleaning of vacant flats should be carried out according to its frequency as mentioned in the table below and the same should be duly certified by the respective caretaker. Further, the Bank may also seek deep cleaning of vacant flats as and when required and amount will be reimbursed according to quoted rates.

#### i)Total No of flats and toilets to be cleaned at all colonies is detailed below,

**K.K Nagar Quarters:** SI. Type of Flats No No of Toilets Frequency No of times No in a Year of flats Weekly Cleaning of Toilets 1. Officer Flats 20 40 Weekly 52 Deep Cleaning of Flats (inclusive of vacant flats)

2.	Officer Flats	No of	Carpet area		
		Flats	(approximately)	Quarterly	4
		20	97 sq. m		
3.	Class III	52	49 sq. m	Half Yearly	2
4.	Class IV	31	32 sq. m	Half yearly	2

#### 2. P.H Road Quarters:

SI. No	Type of Flats	No of flats		o of oilets	Frequency	No of times in a Year
	Weekly Cleaning of Toil	ets				
1	Senior Officer flats	10		40	Weekly	52
2	Officer Flats	40		80	Weekly	52
3	Officers Occupying Class III flats	17		17	Weekly	52
	Deep Clea	ning o	f F	lats (inclus	sive of vacant flats)	
4	Senior Officer flats	No Flats	of	area (approx	Quarterly	4
		10		188 sq. m		
5	Officer Flats(N&P)	8		97 sq. m	Quarterly	4
6	Officer Flats(H&J)	32		73 sq. m	Quarterly	4
7	Officers Occupying Class III flats including SRA	17		45 sq. m	Quarterly	4
8	Class III (Type A)	48		62 sqm.	Half yearly	2
9	Class III (Type B)	13		45 sq. m	Half yearly	2

3. SAF-Koyambedu Quarters:

	<u> </u>	<u> </u>	yannocaa e	70.0 10.0.	
SI. No	Type of Flats	No of flats	No of Toilets	Frequency	No of times in a Year
	Weekly Cleaning of To	ilets			
1	Officer Flats Category A	51	108	Weekly	52
2	Officer Flats Category A	07	18	Weekly	52
	Deep Cle	aning of	Flats (inclu	sive of vacant	flats)
	•	No of Flats	Carpet area (approx.)		
3	Officer Flats Category A	51	72 sq. m	Quarterly	4
4	Officer Flats Category A	07	100 sq. m	Quarterly	4

#### ii) Weekly Cleaning of Toilets / bath area for Officers' flat

Periodical cleaning and maintenance of toilet / bath area for Senior Officers, Officers and in case Officers occupying Class III flat in various residential quarters have to be carried out **once in a week**.

The above said cleaning work consists of washing, scrubbing, cleaning the floor and wall dado of Toilet, bathroom, water closet, sanitary wares, fittings / fixtures (without damaging their shine) including flush tank, common wash basin area, toilet mirror, medicine chest, etc. by using the nylon brush with approved cleaning materials like detergent, toilet cleaner, oxalic acid etc. and outside wash basin and wall dado area)

#### iii) Quarterly - Deep Cleaning of Flats

Cleaning and maintenance of flats of Senior Officers, Officers occupying Class III flats has to be carried out once in a quarter.

The work consists of Cleaning of all rooms by moping the floor and wall dado etc. inside the flat, including carefully moving the furniture, complete dusting of the flat including balcony, cleaning of fans/exhaust fan, light fixtures, cleaning of electric switch boards, cleaning of netlon/SS Mesh(by scrubbing/washing or both), SS hand rail and toughned glass(by washing), removing cobwebs and cleaning in accessible spots in entire flat i.e. wall, loft/top & outside of cupboards etc. ceiling pelmet, window/ ventilator grills and shutter with glass panes etc. with broom/ vacuum cleaner/moping etc. inside the flat. Toilet / bathroom cleaning also has to be carried out on that day.

#### iv) Half yearly – Deep Cleaning of Flats Cleaning and maintenance of Class III flats & Class IV has to be carried out once in a half year

The work consists of complete dusting of the flat including balcony, cleaning of fans/exhaust fan, light fixtures, cleaning of electric switch boards, cleaning of netlon (by washing), removing cobwebs and cleaning in accessible spots in entire flat i.e. wall, loft/top & outside of cupboards etc. ceiling pelmet, window/ ventilator grills and shutter with glass panes etc. with broom/ vacuum cleaner/ moping etc. inside the flat. Toilet / bathroom cleaning also has to be carried out on that day.

The Contractor's quoted rates should be inclusive of these items. No extra payment what so ever will be made on this account.

- 4. **Penalty**: The details of cleaning of all toilets in the flats should be enclosed along with the bill and if any complaint is received ₹.500/-per flat will be levied as penalty for not carrying out cleaning of wash rooms in flats of the colonies and ₹1000/- per flat for not doing complete cleaning of flat.
- 5. In case the services are not found satisfactory, the Bank shall be at liberty to withhold any payment/s that may be due to the successful bidder, till such time such services are rendered to the satisfaction of the Bank.
- 6. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by organization.

#### 7. Guidelines for cleaning works:

- a. High standard of cleanliness should be maintained by using modern equipment and materials
- b. Cleaning works are to be undertaken at the time specified by the Bank, taking into consideration the volume and nature of work, without compromising on the quality of the work.
- c. Cleaning of fans, lighting fixtures exhaust fans, etc.
- d. Cleaning of platform and toilet pots, seats/urinal pots, sink, wash basins, tiles, racks, glass mirrors of the flats in colonies.
- e. Thorough sweeping, washing, mopping and scrubbing the floors and wall dado inside the toilets.
- f. Cleaning of floor, walls and ceiling and removing dirt, dust and stains from them. It should also be made free of cobwebs including removing them from inaccessible places by using appropriate tools.
- g. Cleaning includes plumbing and sanitary fittings & fixtures, etc., without causing damage to sensors.
- h. Cleaning of windows, window panes, grills, doors, ventilators, etc., without causing any damage to the installed blinds.
- i. Cleaning of accessories provided in the wash rooms like buckets/mugs/soap cases etc.
- j. All the cleaning material and equipment will be provided by the service provider / contractor firm.
- k. The cleaning material used shall be of standard quality (of eco-friendly and non-toxic variety) to avoid damage to CP fixture/tiles/flooring, etc.
- The Contractor should procure/keep/provide stock of sufficient/adequate quantity cleaning materials/tools/equipment for use to ensure state of the art cleaning.
- m. The contractor should use appropriate non-toxic and eco-friendly cleaning materials available in the market and as approved by the Bank. The Contractor shall use only standard quality cleaning materials for cleaning of window panes/fans/ mirror etc, use of floor cleaning materials for respective floor finish. The materials used shall not damage the sheen of the flooring / dado finishes. Brass/stainless steel fitting and fixtures shall be polished using appropriate good quality approved materials.
- n. The Contractor shall provide the workers with hand gloves where ever necessary.
- o. Any additional work as and when required has to be attended to.
- 8. The contractor shall depute sufficient number of labourers for the work and also a supervisor shall be posted throughout the day to supervise all the operations who will be responsible for ensuring that work is carried out satisfactorily. No minor shall be appointed.
- 9. All labourers and supervisor should report to the Caretaker/Asst.Caretaker of respective Colonies of Reserve Bank Staff Quarters. The working hours shall be 8 working hours (including 30 minutes lunch break), working on all days of a week by giving rotational off to the labourers employed. However, in the case of emergency, the workers will have to work till the emergency is over as per the directions issued by

authorized person of the Bank. Weekly holiday should be given to the workers with an alternative arrangement as per Statutory Requirement without affecting services. No extra payment will be considered other than rates quoted by the firm. Contractor shall maintain a record of payment to the workers, which shall be submitted along with the bill. Electricity and water shall be given to the agency at nearest available point free of cost by the Bank, but all the other arrangements have to be made by the contractor on their own.

- 10. The above described job descriptions are only indicative. In case of any exigencies, the persons should be prepared to perform any other jobs assigned to them.
- 11. Contractor will arrange manpower for special VIP visits at no extra cost and provide full support and cooperation when Bank's conducts any special meeting and also rearranging/shifting of furniture viz. conference chairs, tables, office furniture, chairs, sofas, computer etc. from one place to another place in the Residential Colonies.

#### 12. Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor: -

#### b.) Management / Housekeeping Service Requirements/ Complaints Report:

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site on a computer and should be reported to Asst. Caretaker or P&SE department officials. The Contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

**IMPORTANT**: Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping services, these are, however, not exhaustive and if deemed fit, the Bank may add additional scope of work, for which no additional payment whatsoever on any account will be made.

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

Date:		
Place:		
Seal & sigr	nature of the contracto	or

#### Section: I- LIST OF APPROVED BRANDS OF CLEANING MATERIALS

The contractor shall ensure adequate availability of stock of consumable items required for smooth activities for housekeeping work throughout the contract period without any extra charges. The consumable items should be of reputed made/brand as mentioned below. The Contractor should use following approved / any other equivalent cleaning materials approved by Bank.

- A. Cleaning material Harpic/Sani fresh or approved equivalent to be approved by the Bank for toilets
- B. Lizol (Perfumed) / Domex (Perfumed) or approved equivalent to be approved by the Bank for floor cleaning /Bath room cleaning.
- C. Colin or approved equivalent to be approved by the Bank for cleaning of windows/
  - Panes /fans/mirror etc.
- D. Permanent kind of stains inside the bathroom can be cleaned with the help of stain removers like "Easy off Bang" or approved equivalent to be approved by the Bank.
- E. Use of branded floor cleaning materials for respective floor finishes (Ceramic/vitrified/granite/kota).
- F. Good quality cleaning such as scrubbing machines dusters/ mops detergents/ washing powder, brooms, sponges, garbage sacks, polish, phenyl acid, ladder, different types of brushes for dusting, liquid items cleaning, oil stain remover, bleaching liquid, bleaching powder, cleaning acid, Dolly mops, Squeezing bucket, floor wipers, Cleaning scrubbers, glass wipers, Glass cloth, Table duster, Dry Mops etc.
- G. Refilling of liquid soap for hand wash & air fresheners for rooms & Toilets of approved manufacture common washrooms in each colony.
- H. Good quality tissue papers, Odonil cubes, Naphthalene balls, Aer pockets, three-fold papers should be kept in the Common washrooms in each colony.

Contractor should keep/provide stock of cleaning materials for use to ensure state of the art. Any deviation in the house keeping tools quality & quantity and other resources as mentioned above will invoke penalty as decided by the Bank. In case the contractor has not provided the sufficient amount of requisite materials even after levy of penalty, the Bank may procure it and deduct the cost from the bills of the contractor.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers` and will abide by the same.

guidance of tenderers` and will	abide by the same.
Date	
Place:	Signature & Seal of the Contractor

#### **Section J: Safety Code**

- 1. First-aid appliances, including adequate supply of sterilized dressings, cotton wool shall be maintained in a readily accessible place for the use of staff deployed by the Tenderer.
- 2. In case of any mishap, the injured person shall be taken to a public hospital without loss of time, where the injury necessitates hospitalization.
- 3. Workers employed shall be provided with protective footwear and rubber hand gloves as per requirement.
- 4. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from the ground.
- 5. No floor, roof or other part of the structure shall be overloaded with debris or materials as to render it unsafe.
- 6. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition
- 7. Fire safety measures shall be adhered to as per local bye laws.
- 8. Whenever electric power is used for attending works, prior permission has to be taken from Bank's Electrical Engineer

Date:	Signature of Tenderer

#### **Section: K- Schedule of Quantities**

Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services to Bank's 03 Residential Colonies Located at K.K Nagar, P.H Road and SAF-Koyambedu

Table :1-This is for illustrative purpose only and the Price Bid should not be submitted with Part I –Technical Bid. It should be submitted online in MSTC Portal and No Enclosure should be enclosed with Part- II.

SI.	Description of Work-Block Cleaning									
No.										
A.	FIXED COMPONENT: – The bidder should not quote rates for this component. Gross Wages of total employees for 12 months: The amount is inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) House Keeping Staff (Unskilled) and Supervisor(Semi-Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), and Bonus.									
	SI. Category of No. of No. of Base Rate Total Total amount per person wages for 12 per day (refer to annum Table 2)									
	1	House Keeping Staff (Unskilled)	20	365	795	58,03,500	64,27,869/-			
	2	Supervisor (Semi- Skilled)	1	365	872	3,18,280				
			Gross Wa	ages for 12 ı	months incl of C	SST at 18%	72,23,700 /-			
	Varia webs	=	nent: The	bidder ma	y quote his d	esired am	ount in MSTC			
В	Service charges for providing 21 employees, which includes Contractor's Overhead Charges (cost of salary over and above the minimum wages/ bonus) & Profit, items like procurement of cleaning material, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform and identity cards to the workmen or any other expenses applicable for 12 months.  Please quote rate per month(a) excl of GST in MSTC website.  (System will automatically calculate for 12 months along with GST at 18% and add									
		ulae= (a*12*1. ed Component=	,				ed component" s mentioned			

#### C <u>Description of the work: Flat Cleaning</u>

Cleaning charges include cleaning of flats/toilets as mentioned in scope of work of the Part – I of the Tender and the cleaning material as mentioned at Section-I. Please quote rate per flat per service (excl of GST) and System will calculate automatically calculate for 12 months along with GST at 18% by using following formulas.

Weekly Cleaning-(Quantity\*a\*52\*1.18)

Quarterly Cleaning-(Quantity\*a\*4\*1.18)

Half yearly Cleaning-(Quantity\*a\*2\*1.18)

	Half yearly Cleaning-(Quantity*a*2*1.18)		
	K.K Nagar		
	Description	Qua ntity	Amount(a)
1	Charges for weekly cleaning of toilets in officer's flats including consumables.	20	Do not quote the rate here.
2	Charges for complete quarterly cleaning of officers Flats including consumables	20	-do-
3	Charges for complete half yearly cleaning of class III Flats including consumables	52	-do-
4	Charges for complete half yearly cleaning of class IV Flats including consumables	31	-do-
	P.H Road		
5	Charges for weekly cleaning of toilets in senior officer's flats/bungalows including consumables.	10	-do-
6	Charges for weekly cleaning of toilets in officer's flats including consumables.	40	-do-
7	Charges for weekly cleaning of toilets in officers occupied class III flats including consumables.	17	-do-
8	Charges for complete quarterly cleaning of senior officer's flats/bungalows including consumables.	10	-do-
9	Charges for complete quarterly cleaning of officers Flats(N&P) including consumables	8	-do-
10	Charges for complete quarterly cleaning of officers Flats(H&J) including consumables	32	-do-
11	Charges for complete quarterly cleaning of officers occupied class III Flats and SRAs including consumables	17	-do-
12	Charges for complete half yearly cleaning of class III (Type A) Flats including consumables	48	-do-
13	Charges for complete half yearly cleaning of class III Flats (Type B) including consumables	13	-do-

	SAF-Koyambedu		
14	Charges for weekly cleaning of toilets in	51	-do-
	officer- Category A flats including		
	consumables.		
15	Charges for weekly cleaning of toilets in	07	-do-
	officer- Category B flats including		
	consumables.		
16	Charges for complete quarterly cleaning of	51	-do-
	officers- Category A Flats including		
	consumables		
17	Charges for complete quarterly cleaning of	07	-do-
	officers- Category B Flats including		
	consumables		
D	Grand Total for 12 months inclusive of GST at 18%		[A+B+C (1 to17)]

- ➤ Bidders must keep in mind that while quoting Service Charges they should include all expenditure on providing managerial supervisory/ administrative services to get the work done through their deployed Housekeeping Staff.
- Bidders offering "zero" or irrational quotes shall be liable for disqualification. Further, in case of abnormally low bids, the Bank may seek written clarifications from the Bidder, for a detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements as per the Tender document
- ➤ The bidders shall satisfy themselves about the correctness of the quantity. Agency may visit the site to access the quantum of work before submitting the tender.
- ➤ Kindly note that the fixed component amount is added to "B" (variable component) in the MSTC formulae for calculation purpose.

<u>Table:2</u> calculation sheet for arriving rate per person per day inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) according to Minimum Wages Act of Government of India, applicable statutory payments Employees State Insurance (ESI), Employees Provident Fund (EPF), and Bonus.

SI. No	Description	Housekeeping Staff (Unskilled)	Supervisor (Semi-Skilled)
1	BASIC+VDA per day* (W.E.F April 01, 2021)	645.00	714.00
2	for 26 days on SI. No-1	16,770.00	18,564.00
3	EPF @ 13% including EDLI & admin charges on SI. No-2(ceiling Rs.15000/-)	1,950.00	1,950.00

4	ESI @ 3.25% on SI. No-2(NA if it Rs. 21,000/-) rounded off to the next higher rupee	546.00	604.00
5	Bonus @ 8.33% on SI. No-2(NA if it exceeds 21000/-) (rounded off to 2 decimal points)	1,397.00	1,547.00
6	Total rate per person for 26 days (Sl. No 2 to 5)	20,663.00	22,665.00
7	Base rate per person per day SI. No:6/26 (rounded off to 2 decimal points)	795.00	872.00

- ➤ Minimum rates of wages (plus VDA) calculated as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment applicable from 1st April 2021.
- ➤ Statutory payments EPF and ESI are calculated according to latest rules and regulations stipulated by respective authorities Employees' Provident Fund Organization and Employees' State Insurance Corporation.
- ➤ Bonus is calculated as per the latest amendment [The payment of Bonus(Amendment) Act, 2015 notified on 01.01.2016] made effective from 01.04.2014.

## ANNEXURE-I BASIC INFORMATION

SI. No	Description	
1.	Name of the applicant/ organisation and address of the registered office.	
2.	Type of Organisation- (Whether Sole Proprietorship/Partnership/Private Limited/Limited or Co-operative Body etc)  Please enclose the related documents.	
3.	Name of the Proprietor /Partners/Directors of the organization/Firm	(a) (b) (c) (d)
4.	Details of Registration (whether partnership firm, company etc)-Registering Authority, Date, Registration Number etc. mentioning the business/activity of the Firm.	
5.	Registered office address, telephone/Mobile No. and E-mail ID	
6.	Experience in the respective field of work Please, enclose documents in support thereof.	Years
7.	Whether financially sound to undertake works costing up to ₹ 99 Lakh (Rupees Ninety-Nine Lakh only). If so, enclose Audited Annual Financial Statements for last three years. FY 2018-19 FY 2019-20 FY 2020-21	

8.	Yearly turnover of the firm/contractor for	
	the last three years	
	FY 2018-19	
	FY 2019-20	
	FY 2020-21	
	(duly certified by a Chartered	
	Accountants)	
9.	Income Tax Returns of for the last three	
	Financial years:	
	FY 2018 – 19	
	FY 2019 – 20 and	
	FY 2020-21	
40		
10.	PAN number (copy should be uploaded)	
11.	GST Registration No (Copy should be	
	uploaded)	
	•	
12.	<b>)</b>	
	firms.	
13	EPF Registration Number (copy should	
10.	be uploaded)	
	'	
14.	ESI Registration Number (copy should	
	be uploaded)	
15	Whether registered with Labour	
10.		
	Department under the Contract Labour	
	(R & A) Act, 1970 and Contract Labour	
	(Regulation and Abolition) Central Rules,	
	1971 for providing housekeeping	
	services. If yes, indicate the date of	
	registration and number. (A copy of	
	Certificate/ Registration to be submitted).	
16		
10.	Registration No. / License No. Under	
	Contract Labour (R & A) Act 1970 of any	
	other employer for whom the agency is	
	currently undertaking the work through	
	contract labour for providing	
	Housekeeping services.	
17.		
''	•	
	along with full details where tenderer is	
	currently executing a similar work.	
18.	Whether having registered local office	
	within the jurisdiction limits of Tamil	
	Nadu? If yes, mention the address of the	
	local office. (A copy of trade license for	
	the service set-up in Chennai as an	
	address proof for registered local office to	
	be uploaded)	

experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. (The tender shall stipulate in the tender notice, to be given in the website that the tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India)  20. The Bank Account (IFSC Code and Account Number) where payments would be received by the organisation  21. Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head (Annex-VI)  22. Whether any Civil Suit Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on June 30, 2021 / being executed, If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation otherwise mention "Nil"  23. Any other disputes with statutory authorities are pending otherwise mention "Nil"  24. Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention "Nil"	10	Werk Experience Details of work	Attack a concrete about
Account Number) where payments would be received by the organisation  21. Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head (Annex-VI)  22. Whether any Civil Suit/ Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on June 30, 2021 / being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation otherwise mention "Nil"  23. Any other disputes with statutory authorities are pending otherwise mention "Nil"  24. Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention "Nil"	19.	Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. (The tender shall stipulate in the tender notice, to be given in the website that the tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works	Attach a separate sheet.
Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head (Annex-VI)  22. Whether any Civil Suit/ Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on June 30, 2021 / being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation otherwise mention "Nii"  23. Any other disputes with statutory authorities are pending otherwise mention "Nii"  24. Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention "Nii"	20.	Account Number) where payments would	
Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on June 30, 2021 / being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation otherwise mention "Nil"  23. Any other disputes with statutory authorities are pending otherwise mention "Nil"  24. Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention "Nil"	21.	Bankers Certificate regarding financial standing of the Tenderer is to be given by	
authorities are pending otherwise mention "Nil"  24. Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention "Nil"	22.	Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on <b>June 30, 2021</b> / being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation otherwise	•
tenderer as NPA in the last three years if any otherwise mention "Nil"	23.	authorities are pending otherwise	
05 NEET (7.7.4.00.000/ /D	24.	tenderer as NPA in the last three years if	
Lakh Ninety-Eight Thousand only) deposited in favour of RBI, Chennai, representing Earnest Money Deposit.		deposited in favour of RBI, Chennai, representing Earnest Money Deposit.	
26. Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.  Note: The Bank reserves the right to call for proof/ verification of any of the above-		submitted, as mentioned above or as demanded by the Bank.	f/varification of any of the above

**Note:** The Bank reserves the right to call for proof/ verification of any of the above-mentioned.

Date:	Signature of the contractor/firm
Place:	

ANNEXURE – II

Details of the work executed during the last 5 years ending on June 30, 2021 as per the eligibility criteria

SI. No.	Name of the	Nature &	Name & address of	The name and	Value of	Whether	Date of start and
	work & location	Description	the owner for	full address of	the work in	work	completion -Proof
		of work	whom work was	the officer	₹	completed in	for satisfactory
			carried out (Details	under whom		time. If not	completion of the
			of contact person	the work was		reason for	work should be
			with Phone	carried out.		the delay	attached (signed
			number shall be				by the competent
			furnished).				person)
1	2	3	4	5	6	7	8

Place and Date:

Signature of the contractor/firm with name and address& Seal

[Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with tender

## Annexure – III: CLIENT'S CERTIFICATE PERFORMANCE OF CONTRACTOR

То

Regional Director for Tamil Nadu & Puducherry

Estate Department

Reserve Bank of India

Fort Glacis, Rajaji Salai (or) to whomsoever it may concern

Chennai - 600 001.

Name & address of the

Client:

#### Details of Works executed by Smt. /M/s

Detai	is of Works executed by Smt. /M/s	
1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate	
	amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom	
	works executed	
10	Whether the contractor employed qualified	
	Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/
		Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/
		Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/
		Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/
		Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/
		Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/
		Good/Satisfactory/poor

Note: All columns should be filled in properly counter signed by Reporting Officer or executive engineer/Superintending Engineer or equivalent.

The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted.

### Annexure: IV Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

				Ð 	
To Regional Director for Tamil Na Estate Department Reserve Bank of India Fort Glacis, Rajaji Salai Chennai – 600 001.	du & Puducher	ry			
Dear Sir,					
Comprehensive Annual I Housekeeping services to Ba P.H Road and SAF-Koyambe	ank's 03 Resid		•	-	_
WHEREAS Reserve Bank of I Road, Mumbai, through its off Salai, P.B.No.40, Chennai 60 Contract for the captione M/s called " the said Contractor", assigns).	fice at Reserve 0 001 (hereina d work (he	e Bank of In after called ' reinafter called to (Name of to	dia, Fort G 'the RBI") alled the he Contra	ilacis – 1 has awai "Contra ctor) (he	6, Rajaji rded the act") to reinafter
AND					
Whereas the Contractor is boundia, Chennai a Perform ₹terms and conditions contained Bank), (hereinafter called "the Contractor, do hereby undertaexceeding ₹fulfilment of terms and conditions."	ance Bankfor the du ed in the cont Bank"), at the ke to pay to the	Guarantee le fulfilment ract. We, e request o e Reserve Bas Perfo	for a to by the saidf	otal amo Contract (Namo ia, an am	ount of or of the e of the, the ount not
NOW THIS GUARANTEE WIT	NESSETH				
1. We (Name of the Bank)	do hereby ac	ree with a	nd underta	ike to R	BI, their

Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well

as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹or any lower amount that may be
demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹
2. We also agree to undertake and confirm that the sum not exceeding ₹as aforesaid shall be paid by us without any demur
or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.
We hereby further agree that:
a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹
b) Our liability under these presents shall not exceed the sum of ₹
c) Our liability under this agreement shall not be affected by any infirmity or irregularity

on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to Sixty (60) days beyond the contract period, i.e., upto **March 31, 2022** for this contract provided that if so desired by the

RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the day of(Month) (Year) being herewith duly authorized.
For and on behalf of (Name of the Bank)
Signature and Seal of authorized Bank official
Name:
Designation
Stamp/ Seal of the Bank
Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:
Witness 1
Signature
Name
Address

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

Page | 60

#### Annexure: V- Checklist for periodicity of works executed

Name of the Colony: Name of the Contractor: Period of AMC work:

SI. No	Description of Work	Yes/ No
1.	Cleaning/sweeping of staircase/s, Lift car, entrance, rear area of all blocks including common area, sunshades, car and two-wheeler parking area and cleaning of road inside the quarters <b>daily</b> .	
2.	The garbage must be collected from occupants of the residential colonies <b>daily</b> and apply air fresheners in the lift car (SAF-Koyambedu) immediately after transporting the garbage.	
3.	Cleaning/sweeping in Caretaker/Asst.Caretaker Office/ Security Office/ Gymnasium/Dispensary/Community Hall/ Co-Operative Society/Badminton Court/ Creche/ Library/Recreational room all other offices in a colony daily.	
4.	Collecting the garbage and segregating based on organic and non-organic waste and arrange for its disposal <b>daily</b> . The organic waste should be disposed of with Organic Waste Converter (OWC), if available in the quarters.	
5.	Dusting & cobweb removing and washing staircase/s <b>once in a week</b> in all the blocks of the colonies.	
6.	Cleaning of all common area toilets in Caretaker/Asst.Caretaker Office/ Security Office/ Gymnasium/Dispensary/Community Hall/ Co-Operative Society/ Creche/ Library/ Recreational room /all other offices in a colony <b>once</b> in a week.	
7.	Restock toiletries including liquid hand wash soap, toilet rolls, air Fresheners, Odonil, sanitary/urinal cubes, naphthalene balls in toilets (as mentioned at point No:6), etc.	
8.	Thorough cleaning/sweeping/washing/mopping with disinfectant cleaners of all floors, staircases in flats of Residential colonies on a <b>weekly basis</b> .	
9.	Cleaning of terrace of the flats on a weekly basis.	
10.	Deep Cleaning in Caretaker/Asst.Caretaker Office/ Security Office/ Gymnasium/Dispensary/Community Hall/ Co-Operative Society/Creche/ Library, Recreational room all other offices in a colony <b>once in a quarter</b> .	
11.	Whether the Cleaning Materials used is as mentioned in the tender document at 'LIST OF APPROVED BRANDS OF CLEANING MATERIALS'	
12.	Whether separate labourers for flat cleaning works (Toilet/Deep cleaning) different from that of used for block cleaning works are employed.	

This is to certify the contractor has carried out the captioned work satisfactorily for the above stated period.

Date:	Signature with Seal of Caretaker
	Signature of any other official if applicable

## Annex-VI FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (On the Scheduled Bank's Letter Head)

To Regional Director for Tamil Nadu & Puducherry Estate Department Reserve Bank of India Fort Glacis, Rajaji Salai Chennai – 600 001.

This certificate is issued without any guarantee or responsibility on the bank of any of its offices.

For the bank with Name, Designation & Seal

# Annexure VII Details of Bankers (To be given on Tenderer's letter head)

Particulars	Banker
Account No	
Type of Account:	
Name of the Bank and complete postal address:	
IFS Code	
Name and Job-title of the Contact Person	
Telephone No(s) and Email ID etc.	
Whether Credit Facility/Overdraft facility availed by the agency.	
The period from which the agency has been banking with the Banker.	
Any other information which the vendor may like to furnish about its Banker.	

Date:

Authorized Signatory:
(With Name/Designation & Seal)