



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' Flat at Main Office Premises(MOP)

Sealed tenders in two parts are invited from eligible contractors for providing quarterly cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' flat at Main Office Premises.

The Tender shall be submitted in two separate sealed envelopes viz part- I and part -II and those should be kept in a bigger sealed envelope.

For details of the tender, please see the 'Tenders' section of the Bank's website www.rbi.org.in.

Tender forms can also be obtained from the Maintenance Section of Human Resource Management Department, 2nd Floor, Reserve Bank of India, Bhubaneswar, between 11.00 HRs and 14.00 HRs from **March 12, 2021 to March 22, 2021**. The last date for submission of the completed tender forms is up to **14.00 HRs on March 22, 2021**.

**Regional Director
Reserve Bank of India,
Bhubaneswar**



Reserve Bank of India
Human Resources Management Department
Bhubaneswar

www.rbi.org.in

NOTICE INVITING TENDER

Sealed Tenders in two-parts **Part-I** (Techno Bid) &
Part-II (Price Bid) are invited as per the details furnished below.

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| 1 | Name of the work | Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers Flat at Main Office Premises(MOP) |
| 2 | Eligibility Criteria for Participation in the tendering process | <p>a. Experience: The tenderer should have minimum 3 years' experience in maintenance/housekeeping in a Star Hotel, Airport and Colleges/Institutions/Organizations of high standard. Documentary evidence of work orders with value from clients for having provided similar services for Star Hotels or Airports or establishments should be provided. The Bank may verify from such clients regarding quality of service.</p> <p>b. The tenderer will also provide copies of work orders, client certificates for satisfactory work as documentary evidence for work done by them earlier.</p> <p>c. The Bank's estimated cost of the contract is around Rs.5 lakh per annum and therefore the tenderer must have experience of successfully executing similar contracts during the last 3 years ending March 2021.</p> <p>d. Solvency: The tenderer shall provide a solvency certificate from its banker and/or bank statement.</p> <p>e. Net Worth - IT returns of last three consecutive years duly certified by a practicing Chartered Accountant should be enclosed by the tenderer.</p> <p>f. Proper Registration - Tenderers should have applicable tax registrations (PAN, GST, EPF, ESI etc.) supported by documentary evidence.</p> <p>g. Tendering Contractors should have current account in a scheduled bank and should give an undertaking that they are ready to receive the payments through Electronic Clearing Service (ECS/NEFT).</p> <p>h. The rates quoted by the tenderers should be inclusive of all charges for equipment, manpower, cleaning agents, insurance charges excluding GST etc.</p> |

| | | |
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| 3 | Availability of Tender forms | (a) Over the counter in HRMD, Reserve Bank of India, Bhubaneswar from 11.00 hrs. to 14.00 hrs. on all working days during the period from March 12, 2021 to March 22, 2021 (both days inclusive) (b) Tender forms can be downloaded from the Bank's website www.rbi.org.in from the section "Tenders" . |
| 4 | Pre-Bid Meeting | The Pre-Bid meeting will be conducted at 15.00 HRs on March 10, 2021 at Bank's Conference Room, 2nd Floor, Reserve Bank of India, Bhubaneswar |
| 5 | Method of submission of Tender | <u>Tenders shall be submitted in two sealed covers separately for:</u> (a) Part-I (Techno Commercial Bid) of the tender along with the documents mentioned in Part I (b) Part-II (Only Price Bid in the prescribed format – No letters/documents) Both these two sealed covers should be placed in another cover superscribed "Tender for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' Flat at Main Office Premises and addressed to: Regional Director HRMD, Reserve Bank of India, Pt. Jawaharlal Nehru Marg, Bhubaneswar – 751001. |
| 6 | Start Date for receipt of tender | From 11.00 HRs on March 12, 2021 |
| 7 | Last Date for receipt of tender | Up to 14.00 HRs on March 22, 2021. |
| 8 | Opening of Tender Documents | (a) Part-I will be opened at 15.00 HRs on March 22, 2021 in the presence of tenderers' authorized representatives who chose to be present. (b) Part – II will be opened on subsequent date under intimation to all eligible Participants of the tendering process. |

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and to reject all the tenders.

Regional Director
Reserve Bank of India
Bhubaneswar



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

DISCLAIMER

Reserve Bank of India, Bhubaneswar, 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.

PART-I



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

www.rbi.org.in

Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' flat at Main Office Premises(MOP)

Name of Tenderer:

Address

Landline/Mobile no.



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Form of Tender (Part-I)

Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' Flat at Main Office Premises(MOP)

The Regional Director
Reserve Bank of India
Human Resource Management Department
Pt. J.N. Marg
Bhubaneswar- 751001

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the work and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to take up the service contract of Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' flat at Main Office Premises at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

2. I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, etc., also need to be paid as prescribed under various statutes, by me / us.

3. I/ we have valid registration in respect of Employees Provident Fund / Employees State Insurance /GST etc., copies of the above are enclosed herewith.

4. The information/documents/reports provided by me/us in connection with this tender is true to the best of my/our knowledge and if any information is found incorrect or false, I/we may be debarred from the tender process / being awarded the contract.

5. I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves abide by them. I/We understand that the bank reserve the right to accept

or reject any or all the tender either in full or in part without assigning any reason therefore.

6. Should this tender be accepted, I/we hereby agree to fulfil the terms and conditions of the contract and work as per the rate accepted by the Bank.

Date: _____ Signature and seal of the Contractor/s

Place: _____ Landline/Mobile No.

List of Documents

Tenderers are requested to enclose the following documents in Part I for examining their qualification/suitability. Opening of Part II (Price Bid) will be subject to satisfying the prescribed eligibility criteria:

1. Work experience/client certificate (copies of work orders from clients for executing similar works for Star Hotels or Airports or Establishments like Colleges, institutions of high standard, etc.
2. Solvency Certificate in prescribed pro-forma or bank statement from the bank where the account is maintained
3. Client list showing details of work carried out along with contract amount during last three years in housekeeping area.
4. Composition of firm in details (whether a Partnership firm or a company, etc.) should be submitted along with name(s) and address of the partners/Power of Attorney/other relevant documents.
5. Copies of PAN, GST registration, Labour License, Provident Fund Registration code, ESI Registration Code, Firm Registration Number
6. Address Proof in respect of own office in Bhubaneswar
7. CA's certificate/statement of accounts
8. IT Returns of last three consecutive years, duly certified by a Chartered Accountant
9. All the Annexures provided in this tender
10. Any other document/s required to be submitted, as mentioned in this tender document or as demanded by the Bank.

Date: _____ Signature and seal of the contractor/s

Place: _____ Landline/Mobile No



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' flat at Main Office Premises(MOP)

1. General Instructions

Reserve Bank of India, Bhubaneswar hereinafter referred to as 'The Bank', invites sealed tenders in two parts from the firms/companies for providing Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers' flat at Main Office Premises on all days of the week as per Scope of Work. The contract will be initially for a period of one year from April 01, 2021 to March 31, 2022 as per laid down contractual obligations detailed in Para 2 below. The contract can be extended further up to two years renewable at annual interval, as per mutual agreement subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company.

2. The Contractor awarded the tender will be required to provide the following services:

2.1 Appropriate arrangements for cleaning operations are to be made by Contractor through deployment of suitable personnel. The estimated minimum numbers of cleaning/maintenance persons to be deployed will be one person on a daily basis, all days of the week. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or anytime during the currency of contract.

2.2 The contractor will be responsible to procure machines, if any, required for the cleaning and maintenance work of the colony.

3. Scope of Work.

- (a) Proper cleaning of PVC Netlon / window mesh of different sizes, electrical fans, cobwebs inaccessible spots in electrical fittings once in three months using approved chemicals detergent, Collins and to get the clean surface leaving no stain on the articles.
- (b) Materials are to be got approved from the Bank prior to its use.
- (c) Work is to be carried out without disturbance to the occupants.
- (d) Bill may be claimed on quarterly basis.
- (e) Work shall be carried out in consultation with Bank's Engineer and concerned Caretaker of the Colony

- (f) Debris, if any, to be removed from the Premises on same day after completion of days' work

The Contractor has to ensure smooth operation of the services as set forth in the Scope of Work and Services. Works have to be carried out in consultation with Bank's Caretakers (Officers' quarters, Nayapalli and Officers' flat at Main Office Premises).

4. Eligibility Criteria

The tenderers should satisfy the following conditions and are required to enclose required documents in support of their claim in Part I of the Tender Document for examining their eligibility/suitability. Opening of Part II (Price Bid) will be subject to satisfying the prescribed eligibility criteria **(ref: List of documents in Part I as mentioned above)**

- a. **Experience:** The tenderer should have minimum 3 years' experience in maintenance/housekeeping in a Star Hotel, Airport and colleges/institutions/Organizations of high standard. Documentary evidence of work orders with value from clients for having provided similar services for Star Hotels or Airports or establishments should be provided. The Bank may verify from such clients regarding quality of service.
- b. The tenderer will also provide copies of work orders, client certificates for satisfactory work as documentary evidence for work done by them earlier.
- c. The Bank's estimated cost of the contract is around **Rupees Five lakh** per annum and therefore the tenderer must have experience of successfully executing similar contracts during the last 3 years.
- d. **Solvency:** The tenderer shall provide a solvency certificate from its banker and/or bank statement
- e. **Net Worth** - IT returns of last three consecutive years duly certified by a practicing Chartered Accountant should be enclosed by the tenderer.
- f. **Proper Registration** - Tenderers should have applicable tax registrations (PAN, GST, EPF, ESI, etc.) supported by documentary evidence.
- g. Tendering Contractors should have current account in a scheduled bank and should give an undertaking that they are ready to receive the payments through Electronic Clearing Service (ECS/NEFT).
- h. The rates quoted by the tenderers should be inclusive of all charges for equipment, manpower, cleaning agents, insurance charges etc.

5. Getting information as to nature of work - 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 tender and for entering into a contract and may inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the

work and all matters pertaining thereto and satisfy himself as regards the requirements of the work and his capability to provide the same.

6. Documents of Experience -The tenderer should submit the reports on past performance of his firm/company from his clients and bankers along with the part I of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of Part -I of the tender and his sealed cover containing Part-II of the tender will be returned. The Bank is not bound to assign any reason for rejecting the tender.

7. Two Part Tenders - Interested parties/firms shall submit the tender in prescribed form in two parts. Part-I of the tender will contain the tenderer's covering letter, tenderer's additional conditions, if any, and be sealed in one cover, marked as Part I, super scribing the name of relevant contract. Part II of the tender will contain price bid only and be sealed in a separate cover, marked as Part II, super scribing the name of relevant contract. Both these sealed covers should further be sealed in another envelop and addressed to **The Regional Director, Human Resource Management Department, Reserve Bank of India, Bhubaneswar-751001** and submitted in the drop box at the 2nd floor, Human Resource Management Department, Reserve Bank of India, Bhubaneswar on or before **14.00 hrs. on March 22, 2021**. Tender forms received after the due date and time as mentioned above will be rejected.

8. Official Tender forms - The tenderer must use only the tender forms supplied by the Bank or downloaded from Bank's web-site for submission of tender. Any addition /alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void. Tender Forms will be issued on all working days between **11.00 hrs. and 14.00 hrs.** on all working days (Monday to Friday) from **March 12, 2021 to March 22, 2021 in Maintenance Section of Human Resource Management Department (2nd Floor), Reserve Bank of India, Bhubaneswar.** Tender forms can also be downloaded from the web-site (www.rbi.org.in) from the Section "Tenders".

9. Opening of Tenders - Part-I of the tenders will be opened at **15.00 hours on March 22, 2021** in the presence of the tenderers or authorized representative of the tenderers who choose to be present. Part-II of the tender of only those tenderers which meet the requirement of the Bank as specified above will be opened on a subsequent date which will be advised to the tenderers. The work will be awarded to the L1 bidder as per

total amount quoted at price bid in Part II, subject to compliance with the eligibility criteria as stipulated above.

10. The tender form must be filled in **English or Hindi** and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

11. Precautions for filling up tender - Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be authenticated by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever, especially on change in rate specifications after opening of Part II of the tender, will be entertained.

12. Tenders to be signed - Each page of the Tender Documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the conditions of contract, etc, as laid down. Any tender with any of the documents not so signed is likely to be rejected.

13. Signature on Tender - The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Bank.

14. Non-acceptance of tenders - The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves 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.

15. Contract not to be reassigned - If awarded, the Contractor shall not assign/sublet the contract. He shall not assign, either fully or partly, any portion of the contract.

16. Invalid Tenders - After prima facie scrutiny, if any of the contractors is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

17. Firm Quotation - The quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever.

18. Payment Clause - The charges quoted will cover the cost of manpower deployed, material used, and machinery/equipment deployed for efficient

rendering of services and shall be payable on quarterly basis, subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers/ caretaker that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc. **The GST payment claimed by the contractor will be paid after submission of proper documents.**

19. The firm/agency will be bound to give minimum wages to the workforce employed by him/them, therefore rate should be quoted keeping this in mind. Tenders having quoted rates below the minimum wages will be bound to be rejected.

20. Charges to include statutory levies - The quoted amount of tender in Part-II shall be inclusive of Insurance charges and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State or Local Authority, as applicable, for which no separate claim shall be made.

21. Registration/Licensing - The successful bidder/contractor shall depute one number of cleaning person for rendering the cleaning services. The successful bidder/contractor shall commence the work only after entering into an agreement with the Bank as detailed below and furnishing to the Bank the following:

- i. Labour License
- ii. Provident Fund Code Number
- iii. GST Registration Number
- iv. E S I Code Number
- v. List of workers

22. Obligation of - The successful bidder/contractor shall:

a. Ensure that he/she deploys only adult, trained and competent person who is physically fit and is not suffering from any chronic or contagious diseases for carrying out the cleaning works and comply with provisions of Child Labour (Prohibition and Regulation) Act, 1986.

b. Be responsible for and arrange to bear costs of such equipment as Bank considers necessary for effectively rendering the services required by the Bank.

c. Be responsible and liable for payment of salaries through bank accounts as per Central Minimum Wages Act 1948 and other legal dues to the

persons who are employed by him/her for the purposes of rendering the services required by the Bank under this tender.

d. Maintain neat, complete and legible registers, records, reports and returns which shall be made available for inspection by various authorities at short notice.

e. Provide information as required in respect of all his employees employed by him/her to enable the Bank monitor compliance of P.F., ESI, Rules etc.

f. Ensure that all person employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The contractor shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.

g. Ensure that his/her employees, while in the premises of the Bank Quarters or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down

by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.

h. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

i. Ensure that no employee of the contractor will enter or remain in the Bank Quarters premises beyond the specified time limits unless absolutely necessary for fulfilling contractor's obligations and with permission of the Caretaker/security officials.

j. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.

k. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank Quarters premises. All the employees and

agents should bear the identity card at all times while they are working in Bank Quarters premises.

l. Provide distinct uniforms to his/her employees or agents different from the Bank's employees. The uniform should have logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.

m. Only able bodied, physically fit, well trained, disciplined and honest personnel preferably between the age of 21 and 45 years shall be deployed. Bank may prescribe frisking of the personnel for security reasons.

n. 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 and the Contractor shall ensure appropriate action under the said Act in respect of the complaint.

o. 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.

p. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incidence 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.

q. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

r. The contractor shall provide a complete and updated list of its employees, who are deployed within the Bank's premises.

23. The Bank will not provide accommodation to the cleaning or other staff of the contractor in the Bank's premises.

24. Bank not liable for damages - In the event of termination of the contract for any reason whatsoever, the contractor or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

25. Applicability of Central Minimum Wages Act - The contractor shall ensure payment of wages as per Payment of Wages Act 1936 and also

Central Minimum Wages Act 1948 to the workmen employed by him/her. He / She shall maintain a register of wages and shall issue a wage slip to every workman employed by him/her and pay wages to its employees through their bank accounts. The register shall be submitted to the Bank for inspection after every payment to the workmen. In addition, he/she has to provide essential amenities like drinking water, first aid facility etc. to its employees as per The Contract Labour (Regulation and Abolition) Act, 1970 (CLRA Act). The contractor has to give undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that he /she undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him/her for

Completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employee indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. Any request for increase in rate by the contractor will not be entertained during the contract period. Such request will only be considered at the time of renewal of contract subject to extant provision of the Bank.

26. Labour License - The contractor shall obtain a license as contemplated under Contract Labour Act 1970 or any other law as applicable, failing which he alone would be responsible for actions/proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.

27. Bank to have no liability - The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Contractor should follow Standard safety procedure and equipment and ensure that none of his staff suffer any injuries. Any liability on this account will be entirely that of the contractor.

28. Security deposit - On award of the Contract the successful bidder shall deposit an amount of 5% of the contract value to the Bank (Which will be deposited at the time of letter of acceptance) for the due fulfilment of the contract. Security Deposit amount will be refundable upon cessation of the contract. However, no interest will be paid on the said security deposit amount. The amount should be deposited in form of bank draft drawn in favour of "Reserve Bank of India, Bhubaneswar" on any commercial bank.

The Bank reserves the right to forfeit the amount in the event of the termination of the contract as mentioned below in clause no **31**

29. Renewal of contract - The contract can be considered for further renewal, after the expiry of one year/contract period, 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.

30. Agreement for contract - The successful contractor shall have to execute an Agreement with the Bank in this regard, in duplicate, on receipt of intimation from the Bank of the acceptance of his/her tenders.

31. Termination of Contract - Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate the contract by written notice without assigning any reason and without payment of any compensation, if:

- a. In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement the contract to the Bank's satisfaction and/or
- b. The Contractor commits a breach of any terms and conditions of the contract and/or
- c. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligation under the contract and/or
- d. There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
- e. The contractor is adjudged an insolvent.

(ii) Right of Bank to terminate the contract in the event of death of Vendor if individual-

Without prejudice to any of the rights or remedies under this contract, if the Vendor, being an individual/sole proprietor, dies, the Bank shall have the option of termination of the contract without incurring any liability for such termination.

(iii) In the event of termination of the contract, for any reason whatsoever, the Vendor or persons employed by him or his/her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

32.In the event of termination of the contract for any reason whatsoever, the contractor or persons employed by him or his/her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

33. Risk & Cost- RBI, Bhubaneswar reserves the right of termination of the contract at any time by giving one month notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by the Bank from his Security deposit or pending bill or by raising a separate claim.

34. Arbitration - If any dispute, difference or question shall, at any time, arise between parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to sole arbitrator appointed by the Bank. In case the contractor does not agree to such appointment, both the parties will appoint an arbitrator and the arbitrator then will appoint the Presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable, and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further all disputes, difference or question, if any, shall be deemed to have arisen at Bhubaneswar and only courts in Bhubaneswar shall have jurisdiction to determine the same.

35. Stamp Duty - The Contractor shall bear the stamp duty. The agreement shall be executed in duplicate and the Bank shall retain the original copy and the Contractor shall retain the duplicate copy.

36. Assignment / Sub-letting the contract: The Vendor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Vendor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank.

37. Vendor to provide everything at his cost: The Vendor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the tender. This may include uniforms, tools, cleaning materials, gadgets or any item in best conscience of the Vendor.

38. Tenderer to inform himself fully:

(a) The tenderer shall be deemed to have carefully examined the work and site conditions including the labour, general and special conditions, the specifications, schedules and scope and shall be deemed to have visited the site of work and have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates

quoted in the tender. In this regard, he will be given necessary information available with the department but without any guarantee about its accuracy.

(b) If the tenderer shall have any doubts as to meaning of any portion of the general conditions, or the special conditions, or the scope of 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 the tender conditions in the absence of such authentic pre- clarification.

39. Errors, Omission and Descriptions

(a) In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases, the correct rate would be that which is lower.

(b) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

(c) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Assistant General Manager / Assistant Manager, Human Resource Management Department, Reserve Bank of India, Bhubaneswar whose elucidation, elaboration or decision shall be considered as authentic. The Vendor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

40. Labour Laws

(a) The Vendor 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, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, Payment of Gratuity act 1972, Payment of Bonus act 1965 or any modification thereof or any other law relating thereto, and rules made there under from time to time.

(b) Successful tenderer has to follow Minimum Wages and Contract Labour act and pay to his workmen as per this act. Maintain the proper records of the same as per extant law. The workmen / labour deployed for the work shall be paid **minimum wages** and other facility as per provision in the **CLC/Contract Labour Act 1970.**

(c) The offices of the Regional Labour Commissioner (Central), Bhubaneswar will have the jurisdiction over the implementation of the Labour laws under this contract.

(d) The Vendor shall be required to obtain a license, if applicable, from the office of the Assistant Labour Commissioner, Government of India as provided under section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 read with section 21 Contract Labour (Regulation and Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way be made liable to the labourers engaged by the Vendor.

(e) The Vendor shall maintain all the documents, Registers and records as required under the Contract Labour (R and A) Act, 1970 / the Contract Labour (R and A) Central Rules, 1971, Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the relevant labour and general laws/Rules and Notifications and make the same available for inspection by the Bank or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.

(f) The Vendor shall be responsible to ascertain any changes made applicable in the rates of minimum wages by the Government of India vide their Notification issued from time to time and shall implement the said changes and make payment of wages to their workmen accordingly with immediate effect and maintain all the records updated in this regard and keep the Bank posted with the said development producing the necessary documentary proof without delay.

g) The Vendor shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen's compensations Act, etc. and all Government Liabilities.

h) The Vendor shall be responsible for compliance of all the legal requirements as per the prevailing labour laws and other Laws / Rules / Regulations as the case may be and the Bank shall not, in any manner be responsible for any act, omission or commission on part of the Vendor and no claim in this respect will lie against the Bank or his representatives.

41. Requirement of Secrecy - The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc, which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to

carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure 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.

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

I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender.

Signature and seal of the contractor/s

Date: _____

Place: _____

PART II (Price Bid Only)

Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Contract for Quarterly Cleaning of Netlon Window Mesh, Fan etc. in Officers' Residential Flats at Bank's Officers' Quarters, Nayapalli and Officers Flat at Main Office Premises(MOP)

Name of the Tenderer:

Address

: _____

| Description of flat | No of flats | Rate /flat per quarter (in Rs.) | Amount in (Rs) per quarter |
|--|-------------|---------------------------------|----------------------------|
| R D Residence: (Netlon Mesh- 17 pcs, fan -7, exhaust fan-3, electrical fittings - 14) | 1 | | |
| Block A- senior officers (Netlon Mesh- 12 pcs, fan-6, exhaust fan-3, electrical fittings -8) | 8 | | |
| Block B to E -- Gr B and C officers (Netlon Mesh- 6 pcs, fan -5, exhaust fan-3 electrical fittings -5) | 32 | | |
| Block F to L –Gr. A officers (Netlon Mesh- 6 pcs, fan -5, exhaust fan-2, electrical fittings -5) | 56 | | |
| Security officers flat at MOP (Netlon Mesh- 6 pcs, fan -3, exhaust fan-2, electrical fittings -5) | 2 | | |
| Total | 99 | | |

GST is excluded (to be paid by Bank as per Govt. guidelines)

Amount in Words

(Rupees:)

Date: _____ Signature & Seal of the Contractor/s

Place: _____

Note

1. The Contractor may visit the site before quoting the rates.
2. Cleaning work shall be carried out on a daily basis as per above specification.
3. Any Price Bid below the minimum wage will be rejected.
4. Materials are to be got approved from the Bank prior to its use.
5. Work is to be carried out without disturbance of the occupants.
6. Bill may be claimed on monthly basis.
7. Work shall be carried out in consultation with Bank's Engineer and concerned Caretaker of the Colony.
8. Debris, if any, to be removed from the Premises on same day after completion of days' work.

Signature of the contractor

With office seal

Date:

Annex - I

Basic Information
(Please submit along with documentary evidence)

| Sr. No. | Particulars of the Company/ Firm | |
|---------|--|--|
| 1 | Name and full address of the firm | |
| 2 | Registered Office with full address, Telephone No., Fax Nos., E-mail address, website URL | |
| 3 | Type of Company whether, Proprietorship, partnership etc. | |
| 4 | Name and address of the Proprietor/ Partners/Directors of the company | |
| 5 | Registration (Firm, company etc.)/Registration Authority, Date, Number etc. | |
| 6 | Income Tax Registration number(PAN) | |
| 7 | GST Registration No. | |
| 8 | Provident Fund Registration Number | |
| 9 | ESIC Registration Number | |
| 10 | Whether tenderer holding a License under Section 12 (1) of Contract Labour(R&A) Act 1970 read with section 21 of Contract Labour Act 1971. If so, furnish the details of license no. etc. and enclose a copy | |
| 11 | Name and addresses and designation of the person who will represent the agency while dealing with the Bank (attach letter of authority) | |
| 12 | Experience in undertaking similar services to other organizations | |
| 13 | Total value of the services provided to the other organization for the last 3 years | |
| 14 | Whether financially sound to undertake services (furnish audited balance sheet for last 3 years) | |
| 15 | Indicate if involved in any litigation | |
| 16 | Any civil suits pending in any of the orders executed, give details | |

Authorized Signatory with name, seal and signature

Date:

Annex-II

Form of Bankers Certificate from a Scheduled Bank

(To be submitted by the Vendor along with the Tender)

This is to certify that to the best of our knowledge and information M/S/Shri/ Ms _____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of ₹ _____ (Rupees _____). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

Note:

1. Banker's certificate should be on letter head of the Bank, addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Annex- III

**Details of Banker
(On Vendor/ Vendor letter head)**

| S. No | Particulars | Details |
|--------------|---|----------------|
| 1) | Name of the Banker: | |
| 2) | Name of the Branch and its Complete Postal Address: | |
| 3) | Name and job title of the Contact Person along with his/her Telephone | |
| 4) | No(s) and Fax No(s)., etc. | |
| 5) | Type of Account: | |
| 6) | Account Number: | |
| 7) | IFS Code (IFSC): | |
| 8) | Whether Credit facility/Overdraft Facility enjoyed by the Vendor | |
| 9) | The period from which the Vendor has been banking with the Banker: | |
| 10) | Any other information which the Vendor may like to furnish about its Banker | |

**Authorised Signatory
(With Name and Seal)**

Date:

Annex -IV

Clients Report Card

| S. No | Particulars | Details |
|--------------|--|--|
| 1. | Work order/reference No. and Agreement Date | |
| 2. | Gross Value of the Contract (in Rupees) | |
| 3. | Date of commencement of Contract | |
| 4. | Whether the Service carried out as per agreement and the scope of the work entered with the Firm | |
| 5. | Reason for delay (If any) and whether any penalty/liquidated damage, if any, was imposed on the firm | |
| 6. | Comments on capabilities of the firm (indicate grading) | |
| | (a) Quality of Security provided by the firm | Outstanding/Very Good/Good/satisfactory/Poor |
| | (b) Technical proficiency/competence | Outstanding/Very Good/Good/satisfactory/Poor |
| | (c) Integrity and reliability of the partners/proprietors of the firm | Outstanding/Very Good/Good/satisfactory/Poor |
| | (d) Integrity and reliability of the Personnel deployed | Outstanding/Very Good/Good/satisfactory/Poor |
| | (e) Dealings in the execution of the work, adherence to schedule and time | Outstanding/Very Good/Good/satisfactory/Poor |
| 7. | Did the firm go for arbitration? | |

| | | |
|----|--|--|
| 8. | Any other information in your view will help us in making our decision | |
|----|--|--|

(On Client's Letter Head) Performance details of the Firm: M/s
.....
Located at.....

Name and Signature of the Reporting Officer (with Office Seal)
Place:
Date: