



Reserve Bank of India
Human Resource Management Department, Bhubaneswar

NOTICE INVITING e-TENDER

Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ).

1.	Tenders by e-tendering process are invited from Vendors at its Bhubaneswar Office for the "Annual Maintenance Contract for 3 residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ) at Bhubaneswar, Odisha". The tender will be applicable for initial period of one year w.e.f. April 01, 2021 to March 31, 2022. However, the contract can be extended for further period of two years (one year at a time) subject to satisfactory performance of the successful bidder and adherence to contractual obligations by the service provider.	
1.(a)	Interested tenderers may like to go through the entire tender document before taking part in the tendering process. The tenderers may obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and acquaint themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining	
2.	All pre-Qualification documents shall be uploaded with Techno-commercial bid (Part-I) on MSTC portal. Those who do not upload the Pre-qualification documents would not be considered for this tender process. Further, the Vendor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.	
2.(a)	Registration Certificate – Shram Suvidha portal	The tenderers are required to upload the copies of EPF/ESIC registration Certificates issued on Shram Suvidha Portal.
2.(b)	Proof of submission of EPF/ESIC	The tenderers are required to upload at least 2 months of ECR and Combined Challan for EPF and Challan for ESIC to the Bank along with their tender.
3.	Interested tenderers have to upload applicable documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.	
4.	Tenders form will be available for downloading w.e.f February 08, 2021 from 06:00 pm. A pre-bid meeting will be held on February 19, 2021 at 3:00 pm. in the Human Resource Management Department, RBI Bhubaneswar. Tender form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com/eprochome/rbi. The applicable pre-Qualification papers	

	should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.	
5.	Interested Vendors/firms can participate in e–Tender after getting registration with www.Mstcecommerce.com/eprocurement/rbi). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through www.mstcecommerce.com/eprocurement/rbi and applicable transaction charges have to be paid by the firm.	
6.	<p>Tender in prescribed format shall be uploaded on MSTC website. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work and tenderers' covering letter.</p> <p>The EMD of Rs.1,24,000/- (Rupees One Lakh and twenty-four thousand only) should be submitted by every bidder through NEFT transfer to A/C No-186004001, Reserve Bank of India, IFSC Code-RBIS0BBPA01, Branch Name – Bhubaneswar</p>	
7.	The schedule of the tender is as follows:	
	Activity	Tentative date
i.	e-Tender no.	RBI/Bhubaneswar/Bhubaneswar/15/20-21/ET/522
ii.	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprchome/rbi)
iii.	Estimated Cost	Rs.62,00,000/- (Inclusive of GST)
iv.	Date of NIT (along with complete tender) available to parties to download - Tender activation on portal-Tender 'Live' for all	February 08, 2021 at 06:00 pm onwards
v.	Date and time for start of Off-line Pre-bid meeting	February 19, 2021 at 3:00 pm.
vi.	Security-Deposit/Bank Guarantee	Only the successful bidder will be required to provide security deposit of Rs.3,10,000/- (Rupees Three Lakh and Ten Thousand only) in the form of Performance Bank Guarantee for the duration of the Contract. The Performance Bank Guarantee has to be furnished within 14 days of commencement of work. Failure to submit this guarantee or failure on the part of Vendor to perform its contractual obligations shall be treated as a violation and can lead to cancellation of the Contract and the EMD of Rs.1,24,000/- (Rupees One Lakh and Twenty-Four Thousand only) submitted by it shall be forfeited
vii.	Earnest Money Deposit	Every Bidder has to remit Rs.1,24,000/- (Rupees One Lakh and twenty-four Thousand only) as EMD to Reserve Bank of India account up to 12:00 PM on March 05, 2021. The account details for NEFT transactions are as under: Beneficiary name: - Reserve Bank of India IFSC code: RBIS0BBPA01

		<p>Account No.: 186004001 Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.</p> <p>EMD of the successful bidder shall be returned on receipt of Performance Security-Deposit/Bank Guarantee from the successful bidder after signing the Agreement. EMD of the unsuccessful bidder will be returned within 30 days of the award of the Contract. EMD shall be forfeited if the bidder withdraws his bid during the Tender Evaluation Process.</p>
viii.	Tender Fees	Nil
ix.	<p>Transaction Fee</p> <p>Please note that the Vendors will have the access to online e-tender only after payment of transaction fees online.</p>	<p>Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s MSTC Ltd.</p>
x.	<p>Start Bid date - Date of Starting of e- Tender for submission of online Techno- Commercial Bid and Price Bid at www.mstcecommerce.com/epr/ochome/rbi</p>	February 20, 2021 at 06:00 pm
xi.	<p>Close Bid date - Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid</p>	March 05, 2021 at 12:00 pm
xii.	Part I Bid opening date	March 05, 2021 at 03:00 pm
xiii.	Part II Bid opening date	Shall be informed separately to parties
8.	<p>The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</p>	

Regional Director
Reserve Bank of India
Bhubaneswar



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

TENDER FOR

Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)

RBI/Bhubaneswar/Bhubaneswar/15/20-21/ET/522

Name of Tenderer:-----

Address -----

PH. No. _____

Date of NIT (along with complete tender) available to parties to download – Tender activation on portal – Tender 'Live' for all	February 08, 2021 at 06:00 PM
Last date and time for Submission	March 05, 2021 at 12:00 PM
Pre-Bid meeting	February 19, 2021 at 3:00 PM
Start Bid Date – Date of Starting e-Tender for submission of online Techno-Commercial Bid and Price Bid	February 20, 2021 at 6:00 PM

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time, but the tender shall be closed for bidding on March 05, 2021 at 12:00 PM, as scheduled above. No tender by E-Mail/Telephone will be entertained. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.



**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.



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)

INDEX

S No.	Description	Page Nos
1.	PART I	1
2.	Disclaimer	2
3.	INDEX	3
4.	Notice Inviting e-Tender	4-6
5.	Important Instruction of E- Procurement	7-9
6.	Eligibility /Pre-Qualification Criteria	10-12
7.	Form of Tender	13-15
8.	General Instructions to Vendors	16-32
9.	List of Documents to uploaded	33-34
10.	PART II	35
11.	Price Bid (Annex -A)	36
12.	Draft for Articles of Agreement	37-45
13.	Proforma for Bank Guarantee (Annex – I)	46-48
14.	Basic Information (Annex – II)	49
15.	Form of Bankers Certificate (Annex – III)	50
16.	Details of Bankers (Annex – IV)	51
17.	Client Report Card (Annex – V)	52



Reserve Bank of India
Human Resource Management Department, Bhubaneswar

NOTICE INVITING e-TENDER

Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ).

1.	Tenders by e- tendering process are invited from Vendors at its Bhubaneswar Office for the "Annual Maintenance Contract for 3 residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ) at Bhubaneswar, Odisha". The tender will be applicable for initial period of one year w.e.f. April 01, 2021 to March 31, 2022. However, the contract can be extended for further period of two years (one year at a time) subject to satisfactory performance of the successful bidder and adherence to contractual obligations by the service provider.	
1.(a)	Interested tenderers may like to go through the entire tender document before taking part in the tendering process. The tenderers may obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and acquaint themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining	
2.	All pre-Qualification documents shall be uploaded with Techno-commercial bid (Part-I) on MSTC portal. Those who do not upload the Pre-qualification documents would not be considered for this tender process. Further, the Vendor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.	
2.(a)	Registration Certificate - Shram Suvidha portal	The tenderers are required to upload the copies of EPF/ESIC registration Certificates issued on Shram Suvidha Portal.
2.(b)	Proof of submission of EPF/ESIC	The tenderers are required to upload at least 2 months of ECR and Combined Challan for EPF and Challan for ESIC to the Bank along with their tender.
3.	Interested tenderers have to upload applicable documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.	
4.	Tenders form will be available for downloading w.e.f February 08, 2021 from 06:00 pm. A pre-bid meeting will be held on February 19, 2021 at 3:00 pm. in the Human Resource	

	Management Department, RBI Bhubaneswar. Tender form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com/eprhome/rbi. The applicable pre-Qualification papers should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.	
5.	Interested Vendors/firms can participate in e-Tender after getting registration with www.Mstcecommerce.com/eprhome/rbi). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through www.mstcecommerce.com/eprhome/rbi and applicable transaction charges have to be paid by the firm.	
6.	<p>Tender in prescribed format shall be uploaded on MSTC website. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work and tenderers' covering letter.</p> <p>The EMD of Rs.1,24,000/- (Rupees One Lakh and twenty-four thousand only) should be submitted by every bidder through NEFT transfer to A/C No-186004001, Reserve Bank of India, IFSC Code-RBIS0BBPA01, Branch Name – Bhubaneswar</p>	
7.	The schedule of the tender is as follows:	
	Activity	Tentative date
i.	e -Tender no.	RBI/Bhubaneswar/Bhubaneswar/15/20-21/ET/522
ii.	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprhome/rbi)
iii.	Estimated Cost	Rs.62,00,000 /- (Inclusive of GST)
iv.	Date of NIT (along with complete tender) available to parties to download- Tender activation on portal-Tender 'Live' for all	February 08, 2021 at 06:00 pm onwards
v.	Date and time for start of Off-line Pre-bid meeting	February 19, 2021 at 3:00 pm.
vi.	Security-Deposit/Bank Guarantee	Only the successful bidder will be required to provide security deposit of Rs.3,10,000/- (Rupees Three Lakh and Ten Thousand only) in the form of Performance Bank Guarantee for the duration of the Contract. The Performance Bank Guarantee has to be furnished within 14 days of commencement of work. Failure to submit this guarantee or failure on the part of Vendor to perform its contractual obligations shall be treated as a violation and can lead to cancellation of the Contract and the EMD of Rs.1,24,000/- (Rupees One Lakh and Twenty-Four Thousand only) submitted by it shall be forfeited

vii.	Earnest Money Deposit	<p>Every Bidder has to remit Rs.1,24,000/- (Rupees One Lakh and twenty-four Thousand only) as EMD to Reserve Bank of India account up to 12:00 PM on March 05,2021. The account details for NEFT transactions are as under:</p> <p>Beneficiary name: - Reserve Bank of India IFSC code: RBIS0BBPA01 Account No.: 186004001</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.</p> <p>EMD of the successful bidder shall be returned on receipt of Performance Security-Deposit/Bank Guarantee from the successful bidder after signing the Agreement. EMD of the unsuccessful bidder will be returned within 30 days of the award of the Contract. EMD shall be forfeited if the bidder withdraws his bid during the Tender Evaluation Process.</p>
viii.	Tender Fees	Nil
ix.	<p>Transaction Fee</p> <p>Please note that the Vendors will have the access to online e-tender only after payment of transaction fees online.</p>	<p>Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s MSTC Ltd.</p>
x.	<p>Start Bid date - Date of Starting of e- Tender for submission of online Techno- Commercial Bid and Price Bid at www.mstcecommerce.com/epr/ochome/rbi</p>	February 20, 2021 at 06:00 pm
xi.	<p>Close Bid date - Date of closing of online e – tender for submission of Techno-Commercial Bid and Price Bid</p>	March 05, 2021 at 12:00 pm
xii.	Part I Bid opening date	March 05, 2021 at 03:00 pm
xiii.	Part II Bid opening date	Shall be informed separately to parties
8.	<p>The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</p>	

Regional Director
Reserve Bank of India
Bhubaneswar

Important instructions for E-Procurement

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

Bidders are requested to read and understand the Notice Inviting e-tender, terms and conditions of this tender and subsequent Corrigendum, if any, before submitting their online tender.

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves Vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → Select RBI Logo- >Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC, before the scheduled time of the e- tender.</p> <p>Contact Person (RBI, Bhubaneswar):</p> <p>1. Shri Rajesh Satapathy (AM), HRMD – rajeshsatapathy@rbi.org.in Ph No: 7684074612</p> <p>2. Shri N.C. Panda (AGM), Personnel, ncpanda@rbi.org.in Ph No: 0674-2396089</p> <p>3. Shri Tapan Kumar Mahapatra (AGM), HRMD - tkmahapatra@rbi.org.in PhNo: 0674-2393747</p> <p>Contact person (MSTC Ltd):</p> <p>1. Shri Tammana DMV Satyasai, SM(BM) – tsatyasai@mstcindia.co.in Ph- 09441487624/ 0674-2950091(D)</p> <p>2. Shri Ramavath Mahesh, AM – mahesh@mstcindia.co.in Ph- 08801281004 / 0674-2950091(D)</p> <p>Google hangout ID- (for text chat) - mstceproc@gmail.com</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>
-----------	---

	<p>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”.</p> <p>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”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprchome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee: The Vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the Vendor login. The Vendors have to select the particular tender from the event dropdown box. The Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Vendor shall generate a challan by filling up a form. The Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the Vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the Vendor shall be receiving a system. Generated mail. Transaction fee is non-refundable. A Vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the Vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of Vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender: a) Vendor(s) need to submit necessary EMD and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fee is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful Vendor(s) will be refunded by the tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and</p>

	<p>Commercial Bid.</p> <p>c) The Vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com→ e-procurement→PSU/Govt depts→Login under RBI→ My menu→ Auction Floor Manager→live event→Selection of the live event.</p> <p>d) The Vendor should allow 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 click on the Technical bid. If this application is not run, then the Vendor will not be able to save/submit his Technical bid.</p> <p>e)After filling the Technical Bid, Vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then Vendor should click on “save” to record their Commercial bid. Then once both the Technical bid and Commercial bid has been saved, the Vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, Vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the Vendors will remain completely anonymous to one another and to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the Vendor. Any bid will be considered as the valid bid offered by that Vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>Submission of bid in the e-tender floor by any Vendor confirms his acceptance of terms and conditions for the tender.</p>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms and conditions are allowed.
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	Vendors are requested to read the Vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Eligibility /Pre-Qualification Criteria

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

All the documents shall be submitted by uploading them in e-tendering portal only.

Sno.	Criteria	Requirement
1	Experience	<p>a) The tenderer should have minimum 3 years experience in maintenance/housekeeping in any of the following segments (i) Star Hotels, (ii) International/Domestic Airports, (iii) Metro Railway Stations (iv) Reputed/ Public/ Private Sector Banks/ Enterprises (v) Colleges/Institutions/Organizations of high standard.</p> <p>b) The Bank's estimated cost of the contract is around Rs.62 Lakh per annum (Inclusive of GST) and therefore the tenderer must have experience of successfully executing similar contracts and of value during the last 3 years.</p> <p>c) Tenderer should furnish their Client list showing the details of work carried out by them, of at least during the last 3 years. The list shall include details such as Name of Client, Value of Work executed, Date of Starting and Finishing of the work, Reasons for delay, if any, etc. The Bank may verify from such clients regarding quality of service.</p> <p>d) The tenderer should also provide copies of (i) Work orders with value from clients, (ii) Client certificates/reports/feedback for satisfactory work, (iii) any other relevant documents as documentary evidence in support of minimum experience of 3 years for having provided similar services to any of the</p>

		aforementioned segments. The Bank reserves the right to verify with clients regarding the veracity/authenticity of reports submitted by the tenderers.
2	Solvency Certificate/Bank Statement	Solvency Certificate or Bank statement (of last three months) from the bank where the account is maintained to be furnished.
3	Composition of the firm	Full particulars (whether Vendor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of Vendors in detail should be uploaded along with name(s) and address (es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.
4	Service Set up	Certificate in support of having a full-fledged service set up in Bhubaneswar should be uploaded.
5	Proper Registration	Tenderers should have applicable tax registrations (PAN, TIN, EPF, ESI, GST etc.) supported by documentary evidence.
6	Net Worth	IT returns of last three consecutive years duly certified by a practicing Chartered Accountant should be enclosed by the tenderer.
7	Details of Bank Accounts	Full particulars of the bank accounts, to which payments will be made, of the tenderers like the bank branch address, IFSC Code, account no and type etc., should be submitted (To be uploaded in MSTC portal)
8	Account Type and Undertaking	Tendering Vendors 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).

Note:

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. The Bank is not bound to assign any reason for rejecting the tender.

The proof of having remitted the EMD is to be uploaded in MSTC portal.

The firm should provide details of civil suit, if any, pending in any of the works executed or if any bank having declared any loan of the tenderer as NPA in the last three years.

UNDERTAKING BY THE VENDOR

I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

Date : _____ Signature and seal of the Vendor/s

Place: _____ Landline/Mobile No

Form of Tender

Date: / /

Place:

To,

Regional Director
Reserve Bank of India
Human Resource Management Department
Bhubaneswar

Dear Sir,

Sub: Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)

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 works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender, Articles of Agreement, Special and conditions of contract attached hereto.

Memorandum

Sl. No.	Description of work	
		Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)
A	Estimated cost (₹)	Rs.62,00,000/- (Inclusive of GST)
B	Earnest Money (₹)	Rs.1,24,000/- (2 % of Estimated cost)
C	Percentage, if any, to be deducted from bill	Nil
D	Performance-Bank Guarantee	5% of the contract value Rs.3,10,000/- (Rupees Three Lakh and ten Thousand only)
E	Mode of Payment	Monthly (On completion of month)

2. 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.

3. Bidder / tenderer is advised to **submit / deposit Rs.1,24,000/- as Earnest Money Deposit** with the Reserve Bank of India, along with the tender which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.
4. 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.
5. I/ we have valid registration in respect of Employees Provident fund / Employees State Insurance /GST etc., copies of the above are enclosed herewith.

Our bankers are (full address)

(i)	
(ii)	

Declaration by the bidder:

This is to certify that

1. 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.
2. 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.

Dated this _____ day of _____ 2021.

For and on behalf of M/s _____

(Signature with seal)

Name _____
 Designation _____
 Place _____
 Date _____

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

Witnesses

(1) Signature with _____
name, address and date _____

(2) Signature with _____
name, address and date _____

GENERAL INSTRUCTIONS TO VENDORS

Introduction

1. The e-tenders are invited from the Vendors through e-tendering on MSTC portal for **“Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers’ Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)”**. The scanned and signed Part I of the tender is to be uploaded online on MSTC portal along with the price bid.
2. No tenderer will be able to bid for the tender **after 12:00 PM of March 05, 2021** under any circumstances whatsoever.
3. The Part I of the tender will be opened on **March 05, 2021 at 3:00 pm** at Human Resource Management Department, Reserve Bank of India, Bhubaneswar. The date for opening of the Part-II will be decided by the Bank, after analysis of the documents uploaded during Part-I.
4. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the Part- II of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

Preparation of the tender

5. The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II "Part I – Technical and Commercial" and "Part II – Prices", respectively.
6. Each of the tender documents should be deemed to be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
7. No advice of any change in rate or conditions after the opening of the tender will be entertained.
8. 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 requirements of tender 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.
9. **A pre-bid meeting (off-line mode) of the intending tenderers will be held on February 19, 2021 at 3:00 pm at Conference room, 2nd floor, Bank’s Main Office Building, Reserve Bank of India, Bhubaneswar.** The duly filled in tender

documents shall be uploaded on MSTC site **till 12:00 pm on March 05, 2021. No separate communication will be sent for this meeting.** All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II). If any of the requisite documents is missing or not uploaded, the tender may be considered invalid by the Bank at its discretion.

10. The Part-I of the tender must be duly signed before uploading by the competent person of the bidding party.

Preparation of Bid

11. The tender has been exhaustively vetted for the Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ).
12. Tender in prescribed form shall be submitted in two parts – Part I Technical and Part II Financial.

Technical Bid: Part-I of the tender will contain Bank's standard technical and commercial conditions (not Price Bid) for the proposed work, tender's covering letter.

- (i) Bidder must fill all the details specified in various sections.
- (ii) EMD shall be part of Technical Bid.
- (iii) All the Annexures must be filled before submission of tender.

Financial Bid: Part-II of the tender will contain no conditions, but tenderer's price Bid only as given in Part II.

Description of headers:

1st Header – Labour component will include - Fixed Cost to Vendor for statutory payment or mandatory payment to workers for minimum wages, Gratuity, Bonus, EPFO, ESIC, contribution, etc. for 12 Months (365 days) for 22 Workers (3 – Semi Skilled and 19 – Unskilled).

2nd Header - Non-Labour component will include Cleaning material cost and plus profit margin i.e. all payment over and above minimum wages, administrative charges for running the business (such as cost of provision of uniform, amenities to worker and other expenses etc.), profit margin and GST.

Note: GST should not be calculated over EPF/ESIC contribution.

Rates quoted should be for 12 months and inclusive of all incidental charges and **including GST.**

For the purpose of this clause, it is mentioned that the Minimum Wages (as per the latest Gol order dated October 12, 2020) of unskilled, semi-skilled and skilled workmen are ₹534/-, ₹603/- and ₹707/- per day respectively w.e.f. October 01, 2020.

13. The Financial Bid is liable to be rejected at the discretion of the Bank, if:
- any of the above rates and percentage are found to be not in compliance with the respective statutory laws.
 - the rate quoted in the 1st header is lesser than the Bank's estimation as per Minimum Wages i.e. $((3*365*Rs.603/-)+(19*365*Rs.534/-))*1.1625=Rs.50,72,656/-$ (Rupees Fifty Lakh Seventy Two Thousand Six Hundred Fifty Six only)
 - the rate quoted in 2nd header is zero (excluding GST) or not reasonable as per the discretion of the Bank.**
14. No advice of any change in rate or conditions after the opening of the tender will be entertained.

Amendment to tender document

15. (a) At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment / addendum.
- (b) Any such amendment will be hosted on the MSTC / RBI Website. The addendum (s)/ Corrigendum (s) issued will form part of the tender documents.
16. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.

Right of the Employer

17. (a) 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.
- (b) The Bank reserves the right to accept or reject any tender application during the scrutiny of the Eligibility Criteria and it will be the sole discretion of the Bank to allow / disallow any / all Part I tenderers to participate in Part -II.

18. **Earnest Money Deposit:** Tenderers shall pay as Earnest Money Deposit a sum of **Rs.1,24,000/- (Rupees One Lakh and Twenty Four Thousand only)** by NEFT Credit only in favour of the Reserve Bank of India, Bhubaneswar.
19. The proof of having remitted the EMD is to be uploaded in MSTC portal. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank, Demand Draft or cheque etc.
20. 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. EMD of the unsuccessful bidder will be returned within 30 days of the award of the Contract. EMD shall be forfeited if the bidder withdraws his bid during the Tender Evaluation Process.
21. All compensation or other sums of money payable by the Vendor to the Bank under the terms of this Contract may be deducted from the payable bill amount / security deposit
22. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement. Further, 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 subsequently executed or not.
23. **Performance Bank Guarantee (PBG) / Security Deposit (SD)**
On award of contract, only the successful Tenderer shall furnish **an amount of Rs.3,10,000/-(Rupees Three Lakh and Ten Thousand only)** in the form of a Performance Bank Guarantee from any scheduled commercial 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. Failure to submit this guarantee or failure on the part of Vendor to perform its contractual obligations shall be treated as a violation and can lead to cancellation of the Contract and the EMD of Rs.1,24,000/- (Rupees One Lakh and Twenty-Four Thousand only) submitted by it shall be forfeited.
24. The PBG, submitted in the prescribed format, will initially remain valid for a period of tender duration i.e. 3 years and shall be suitably extended till final completion of the work in case of extension of tender period. This PBG will be revalidated from time to time so as to ensure that it remains valid and in full force till the date of completion of the work. The PBG will be revoked / en-cashed and forfeited to the Bank if the

successful tenderer fails to satisfactorily perform the contract.

25. **Refund of SD:** The Security Deposit shall be refunded to the Vendor without any interest in due course i.e. on successful completion of the tenure of the tender where satisfactory services have been provided during the tenure. All compensation or other sums of money payable by the Vendor to the Bank under the terms and conditions of this Contract may be deducted from his SD, if the amount so permits and the Vendor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft or NEFT of value equal to the amount so deducted.

26. **The Vendor awarded the tender will be required to provide the following services:**

(a) Appropriate arrangements for cleaning operations are to be made by Vendor through deployment of suitable personnel. The estimated number of cleaning /maintenance persons to be deployed will be 19 persons (unskilled) i.e. Seven persons at Vidyut Marg Staff Quarters and six persons each at Officers' Quarters Nayapalli and Baramunda Staff Quarters on staggered basis i.e. from 7 AM to 11 AM and 2 PM to 6 PM on a daily basis, all days of the week (365 days in a year). Apart from this, three supervisors (semi-skilled) i.e. one for each colony will be deployed from 7 AM to 11 AM and 2 PM to 6 PM on a daily basis, all days of the week (365 days in a year). Bank reserve the right to increase or decrease the number of persons to be deployed before awarding the work or during any time during the currency of the contract.

(b) The Vendor will be responsible to provide machines, if any, along with all cleaning materials required for the cleaning and maintenance work.

27. Scope of Work

- a) Cleaning and sweeping of the entire pathways and roads are to be made by Vendor through deployment of suitable personnel.
- b) Removing garbage bags from all the flats in the colonies and dumping the garbage in the garbage dumping areas of the colonies/loading in the garbage collecting vehicle of BMC.
- c) Daily dry sweeping of the common areas including car parking areas of the colonies.
- d) Wet cleaning and mopping off the entire common areas, Staircases and car parking areas of the colonies twice a week using standard quality floor disinfectants such as phenyl, lizol etc.
- e) 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 Caretaker.

28. Obligation of - The successful bidder/Vendor shall:

(a) Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are 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 persons 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 Vendor 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 Vendor 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 Vendor will enter or remain in the Bank Quarters premises beyond the specified time limits unless absolutely necessary for fulfilling Vendor'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 Vendor 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 Vendor'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) The Vendor shall provide a complete and updated list of its employees, who are deployed within the Bank's premises.

29. The Bank will not provide accommodation to the cleaning or other staff of the Vendor in the Bank's premises. Change of employee can only be done by giving RBI, Bhubaneswar one-month prior information in writing along with police verification report of the new workman.

30. **Bank not liable for damages** - In the event of termination of the contract for any reason whatsoever, the Vendor/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.

31. **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.

32. **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.

33. **Tenderer to inform himself fully:**

(a) The tenderer shall be deemed to have carefully examined the work and site conditions including the labor, 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.

(c) The successful tenderer must co-operate with the other Vendors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

34. 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.

35. (i) 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.

i) The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI for those workers deployed by the Vendor to execute the contract work in the Bank,

must be provided by the selected Vendor/Vendor to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.

36. The Vendor / 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 Vendor / Agency and the Vendor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the Vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Vendor, for instance any monetary relief to Bank’s employee, if sexual violence by the Employee of the Vendor is proved.

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

37. The Vendor should follow the following and continue to have valid license, if any, during the validity of the contract period:

- a) Contract Labour (Regulation and Abolition) Act 1970
- b) Payment of Wages Act 1956
- c) Employment of Children’s Act 1923
- d) Minimum Wages Act
- e) Employee Provident Fund Act 1952 and scheme made under said Act.
- f) Employees' State Insurance Act 1948

Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality and other local agencies/bodies at his own cost, whatever necessary.

38. **Payment of Wages**

(a) The Vendor should ensure payment of minimum wages to all labourers / workmen staff employed by him. Vendor should submit NEFT mandate / passbook copies / Credit alerts / certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him at the rate which is not less than the one prescribed under Minimum wages Act, 1948 after deduction, if any, under applicable laws and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank’s representative to verify and certify the veracity of such documents.

(b) The price quoted shall be deemed to have included all taxes, local levies, work contract tax etc. including GST imposed/to be imposed by Central govt./State govt./Local Bodies. If the Vendor/firm/company fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards, while calculating the rate quotation for monthly wages, the tender should factor all wage components as prescribed under minimum wages act as also the applicable EPF and ESIC payments for workers deployed for 365 days. The calculation may be done as per format [Annex- A](#). The rate quotation submitted without factoring minimum wages, EPF and ESIC for 365 days for all workers would be rejected and it wouldn't be taken into consideration for selecting L1.

(c) Any increase in Salary/Minimum wages of workmen during currency of the contract will have to be borne by the Vendor/firm/company. The Bank will consider for reimbursing the differentiated amount only when the increased minimum wage is more than the wages quoted by the Tenderer.

39. Terms of Payment: The payment for the works to be executed under this contract shall be made on a monthly basis and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

40. Taxes: The prices quoted shall be inclusive of GST but deemed to have included all other taxes, local levies, works contract tax, etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the Tender, no claim thereof will be entertained by the Bank afterwards.

41. Insurance:

The successful Tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work for the duration of the contract. The Vendor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

42. Bank to have no liability - The Vendor 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 Vendor 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 Vendor.

43. 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 Vendor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.

44. Agreement for contract - The Successful Vendor 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.

45. Termination of Contract –

(i) 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 called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement the contract to the Bank's satisfaction and/or
- b) The Vendor commits a breach of any terms and conditions of the contract and/or
- c) For any reason whatsoever, the Vendor 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 Vendor or his business without the prior approval in writing of the Bank to such variation.
- e) The Vendor 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.

46. 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.

47. Risk and 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 Vendor at the cost, risk and responsibilities of Vendor 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.

48. 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 Vendor 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.

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

50. Contract not to be reassigned/transferred/sublet - The contract is not a transferrable contract under any circumstances. If awarded, the Vendor shall not assign/sublet/transfer the contract either fully or partly or any portion of the contract to any other person or company /organisation.

51. Submission, Sealing and Marking of Tenders

a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.

b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.

c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

52. Deadline for Submission of Tenders

a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.

b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

53. Late Tenders - No Tender after the deadline shall be allowed on the e- portal.

54. Tender Opening

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers or authorized representative of the tenderers who choose to be present. Part-II (Price Bid) of the tender of only those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) 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. The Bank will have the sole right to terminate the contract and select L2 (similarly L3, L4), in case L1 fails to fulfil its obligation.

55. Bid Evaluation Criteria

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

Rates quoted by the Vendor in the Bid should be in accordance with the provisions/statutes/acts/terms and conditions stipulated by the Central Government from time to time towards statutory payments viz. Minimum Wages, EPF, ESI etc. Tenders with quoted rates below the prescribed rates will be rejected. The rates should be all inclusive.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

56. Clarification of Tenders

a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.

b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

57. 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.

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

59. 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 will be rejected.

60. 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.

61. Statutory Obligation:

- a) The Vendor should obtain necessary contract licence for deploying contract labour, if applicable (as per prevailing contract labour Act 1970) from the central labour commissioner before commencement of the contract.
- b) Vendor should have registered under GST and shall have PAN CARD Number.

62. Registration/Licensing - The successful bidder/Vendor shall depute stipulated numbers of cleaning persons and supervisors to render the cleaning services. The successful bidder/Vendor 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. E S I Code Number
- iv. List of workers
- v. GST Registration Number

63. Police Verification of all Workmen/Supervisors /Officials for entering into Bank's Residential Colonies: The Vendor shall obtain Police verification report on character and antecedents of its personnel and other details relating to age, educational qualifications, name and permanent address, contact numbers 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, well mannered, disciplined and honest personnel preferably between the age of 21-45 years shall be deployed.

64. Firm Quotation - The quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. The Vendor will be bound to pay in accordance with Central Minimum Wages Act 1948 to the workforce employed by him / them, therefore rate should be quoted accordingly. **Tenders having 'quoted rates' below the minimum wages are bound to be rejected.**

65. Payment Clause –

(a)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 Bank's Officers/ Caretaker that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc.

(b) **Charges to include statutory levies** - The quoted amount of tender in Part-II shall be inclusive of GST, Insurance charges, Work Contract tax 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.

66. Requirement of Secrecy/Confidentiality Clause - The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipments etc, which may come to the possession or knowledge of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor 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 Vendor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

67. Signing of Contract Agreement: The General instructions to the Tenderers' and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

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

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

68. Disclaimer

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex, if any.
- c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

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 Vendor/s

Date: _____

Place: _____

List of Documents to be submitted for Technical Bid (Part I)

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

1. Client list showing details of work carried out along with Name of Client, Contract amount, Date of Starting and Finishing of the work, Reasons for delay, if any, etc. during last three years in housekeeping area with contract value of nearly Rs.62 lakhs (Rupees Sixty Two Lakh Only) per annum (Including GST).
2. Work experience (copies of work orders from clients for executing similar works for Star Hotels or Airports or Establishments like Colleges, Institutions of high standard, etc.).
3. Client Certificate/Reports/Feedback from at least three existing clients for executing similar works for Star Hotels or Airports or Establishments like Colleges, institutions of high standard, etc. The Bank reserves the right to verify regarding the veracity/authenticity of these reports. ([Annex-V](#))
4. Solvency Certificate or Bank statement (of last three months) from the bank where the account is maintained. ([Annex- III](#))
5. 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.
6. Address Proof in respect of own office in Bhubaneswar
7. Copies of PAN, TIN, Labour License, Provident Fund Registration code, ESI Registration Code, Firm Registration Number, GST Registration etc.
8. CA's certificate/statement of accounts - Audited Annual Financial Statements
9. IT Returns of last three consecutive years, duly certified by a Chartered Accountant.
10. Ernest Money Deposit: proof of NEFT payment to RBI, Bhubaneswar
11. All the Annexures provided in this tender
12. Any other document/s required to be submitted, as mentioned in this tender document or as demanded by the Bank.

Note:

1. The Bank (RBI) reserves the right to call for authentication/ verification of any or all of the above mentioned particular. If any information is found incorrect or false tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients

and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.

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

Date: _____ Signature and seal of the Vendor/s

Place: _____ Landline/Mobile No.



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

Price Bid For

Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)

Name of the Tenderer: _____

Address: _____

Date of Submission: Up to 12.00PM on March 05, 2021

Schedule of Quantity / Price bid

Annual Maintenance Contract for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)				
Sl. No	Detail	Minimum wage as per CLC, GOI in Rs.	Quantity	Rates per annum (Daily rate *365)
Header a - Labour component				
i.	Semi-Skilled	603	03	
ii.	Unskilled	534	19	
iii.	Employer Contribution of EPF and ESI	EPF @ 13% + ESI @ 3.25 % = 16.25% of Sum of (i) & (ii)		
Total amount for Labour Component per annum (Sum of i, ii, iii)				
Header b - Non-Labour component				
iv.	Cleaning Material cost			
v.	Vendor's profit			
vi.	Any other charges			
vii.	GST @ 18% on (Sum of i, ii, iv, v, vi)			
Total amount for Non-Labour Component per annum including tax (Sum of iv, v, vi and vii)				
Grand Total (Header a + Header b)				

Signature of the Vendor with seal:

Date:

DRAFT FOR ARTICLES OF AGREEMENT

This Agreement is made at Bhubaneswar, Odisha on the _____ day of _____ between, M/s _____ having its Regd. Office at _____ hereinafter called the "Vendor" represented by its Director and authorised signatory Shri (Which expression shall mean and include its legal representatives and assignees and successors) of the ONE PART.

AND

Reserve Bank of India, Pt.J.N.Marg, Bhubaneswar (a statutory body incorporated under the provisions of the Reserve Bank of India Act, 1934 and having its Central Office at Mumbai) hereinafter called the "Bank" presently represented by _____ (which expression shall include his successors in office and assignees) of the OTHER PART

WHEREAS the Bank is desirous to outsource the maintenance work for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ).

AND WHEREAS the Vendor has agreed to execute the said work as per the terms and conditions of the Tender floated in this regard.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

The Vendor shall perform maintenance work for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ) at a rate of ₹ (Rupees only) plus applicable GST per month. The Vendor shall also be compensated any increase in minimum wages and increased liability towards contribution to other statutory requirements like EPF and ESI on account of such increase of wages during the contract period. The cost of cleaning materials (Rs ----- /- per month) will be compensated by the bank separately. The Vendor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.

1. This agreement will come into effect from April 01,2021 and will remain in force up to March 31, 2022, as per laid down contractual obligations detailed in Para 2 below, or unless it is terminated as per the terms herein after contained. The contract can be extended further up to two years renewable at annual interval(April-March), as per mutual agreement subject to satisfactory performance of the services provided and

adherence to contractual obligations by the concerned firm/company.

2. The Vendor will be required to provide the following services

(a) Appropriate arrangements for cleaning operations are to be made by Vendor through deployment of suitable personnel. The estimated number of cleaning /maintenance persons to be deployed will be 19 persons (unskilled) i.e. seven persons at VMSQ and six persons each at OQNP and BMSQ on staggered basis i.e. from 7 AM to 11 AM and 2 PM to 6 PM on a daily basis, all days of the week (365 days in a year). Apart from this, three supervisors (semi-skilled) i.e. one for each colony will be deployed from 7 AM to 11 AM and 2 PM to 6 PM on a daily basis, all days of the week (365 days in a year). Bank reserve the right to increase or decrease the number of persons to be deployed before awarding the work or during any time during the currency of the contract.

(b) The Vendor will be responsible to provide machines, if any, along with all cleaning materials required for the cleaning and maintenance work.

3. Scope of Work

- a) Cleaning and sweeping of the entire pathways and roads are to be made by Vendor through deployment of suitable personnel.
- b) Removing garbage bags from all the flats in the colonies and dumping the garbage in the garbage dumping areas of the colonies/loading in the garbage collecting vehicle of BMC.
- c) Daily dry sweeping of the common areas including car parking areas of the colonies.
- d) Wet cleaning and mopping off the entire common areas, Staircases and car parking areas of the colonies twice a week using standard quality floor disinfectants such as phenyl, lizol etc.
- e) 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 Caretaker

4. Obligation of - The successful bidder/Vendor shall:

(a) Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are 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 persons 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 Vendor 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 Vendor 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 Vendor will enter or remain in the Bank Quarters premises beyond the specified time limits unless absolutely necessary for fulfilling Vendor'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 Vendor 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 Vendor'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) The Vendor shall provide a complete and updated list of its employees, who are deployed within the Bank's premises.

(o) Change of employee can only be done by giving RBI, Bhubaneswar one-month prior information in writing along with police verification report of the new workman.

5. Charges to include statutory levies- The Vendor shall perform the maintenance work as mentioned at Sl no. 2,3 and 4 at a consolidated sum of Rs. _____ plus, applicable GST per month, for the period from April 01, 2021 to March 31, 2022. The payment will be made after deduction of all statutory taxes as prescribed from time to time within 15 days from the submission of necessary bills by the Vendor. The cost of cleaning materials (Rs _____ per month) will be compensated by the bank.

6. Payment Clause - The charges quoted will cover the cost of manpower deployed, 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 Bank's Officers/ Caretaker that the services provided have been satisfactory and after deducting all statutory dues/taxes, etc.

7. **Registration/Licensing** - The Vendor shall depute stipulated number of cleaning persons and supervisors to render the cleaning services. The Vendor 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. E S I Code Number
- iv. List of workers
- v. GST Registration Number

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

9. **Bank is not liable for damages** - In the event of termination of the contract for any reason whatsoever, the Vendor/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.

10. **Applicability of Central Minimum Wages Act** - The Vendor 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 Vendor 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.

11. 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.
- i) The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI for those workers deployed by the Vendor to execute the contract work in the Bank, must be provided by the selected Vendor/Vendor to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.
- (j)The Vendor should follow the following and continue to have valid license, if any, during the validity of the contract period:
 - i. Contract Labour (Regulation and Abolition) Act 1970
 - ii. Payment of Wages Act 1956
 - iii. Employment of Children's Act 1923
 - iv. Minimum Wages Act
 - v. The Payment of Gratuity Act, 1972
 - vi. Employee Provident Fund Act 1952 and scheme made under said Act.
 - vii. Employees' State Insurance Act 1948

Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality and other local agencies/bodies at his own cost, whatever necessary.

12. Bank to have no liability – (i) The Vendor 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 Vendor 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 Vendor.

13.The Vendor / 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 Vendor / Agency and the Vendor / Agency

shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the Vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Vendor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the Vendor is proved.

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

14. Security Deposit/Bank Guarantee

a) The successful Vendor shall furnish along with the execution of the contract, a Security Deposit/Bank Guarantee (BG) of ₹. -----/- (5% of Total Contract Value including GST) which shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.

b) Failure of the successful tenderer to submit the Security Deposit/Bank Guarantee of ₹. -----/- (Rupees in words -----) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

c) The Security Deposit/Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues, the Security Deposit/Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

15. 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 Vendor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.

16. Agreement for contract - The Successful Vendor 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.

17. Termination of Contract –

(i) 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 called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement the contract to the Bank's satisfaction and/or
- b. The Vendor commits a breach of any terms and conditions of the contract and/or
- c. For any reason whatsoever, the Vendor 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 Vendor or his business without the prior approval in writing of the Bank to such variation.
- e. The Vendor 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.

18. 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.

19. Risk and 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 Vendor at the cost, risk and responsibilities of Vendor 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.

20. 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 Vendor 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.

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

22. Requirement of Secrecy (Non-Disclosure Clause) - The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's

infrastructure / systems/ equipments etc, which may come to the possession or knowledge of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor 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 Vendor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

I/ We have read the General Information, Scope of Work, Obligations of the Vendor, Terms and Conditions explicitly mentioned above and accept the same while executing the contract, if awarded.

IN THE WITNES THEREOF the parties have hereunto set their respective hands to the original and the duplicate hereto the day and the year first herein above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED Shri _____

In the presence of

1.

SIGNED, SEALED AND DELIVERED BY

The within named Reserve Bank of India

By the hands of the Assistant General Manager,

Reserve Bank of India. Bhubaneswar

Shri _____ , AGM, HRMD in the presence

PROFORMA FOR BANK GUARANTEE

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

Place:

Date:

The Regional Director
Reserve Bank of India
Bhubaneswar

Dear Sir,

Annual Maintenance Contract for maintenance work for three residential colonies of Reserve Bank of India at Bhubaneswar, Odisha i.e. Officers' Quarters at Nayapalli (OQNP), Staff Quarters at Baramunda (BMSQ) and Staff Quarters at Vidyut Marg (VMSQ)

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Pt.J.N.Marg, Bhubaneswar (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s..... (Name of the Vendor) (Hereinafter called " the said Vendor", which expression shall include its successors and assigns).

AND Whereas under the said contract the Vendor is bound by the said Contract to submit to RBI, Bhubaneswar a Performance Bank Guarantee for a total amount of ₹ /- (Rupees in words Only) in for the due fulfilment by the said Vendor of the terms and conditions contained in the contract.

We,(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s, the Vendor, do hereby undertake to pay to RBI, an amount not exceeding of ₹ /- (Rupees in words Only)in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Vendor has not performed his obligations as per the terms and conditions of the said contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor; we shall on demand by RBI, pay without demur to RBI, a sum of ₹ -----/- (Rupees ----- only) in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the

Vendor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ -----/- (Rupees ----- only)

1. We also agree to undertake and confirm that the sum not exceeding ₹ -----/- (Rupees ----- only) as aforesaid shall be paid by us without any demur or protest, merely on demand from 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 RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Vendor 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 RBI within a period of one week from the date of receipt of the notice as aforesaid.

2. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Vendor.

3. This guarantee shall not be revoked by us without prior consent in writing of RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract 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 Vendor 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 Vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ -----/- (Rupees ----- only)

b) Our liability under these presents shall not exceed the sum of ₹ -----/- (Rupees ----- only).

c) Our liability under these presents 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 Defect liability period provided that if so desired by 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 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 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 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).

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

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.

**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)**

Clients Report Card

S.No.		
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/VeryGood/Good/satisfactory/Poor
	b) Technical proficiency/competence	Outstanding/VeryGood/Good/satisfactory/Poor
	c) Integrity and reliability of the partners/proprietors of the firm	Outstanding/VeryGood/Good/satisfactory/Poor
	d) Integrity and reliability of the Personnel deployed	Outstanding/VeryGood/Good/satisfactory/Poor
	e) Dealings in the execution of the work, adherence to schedule and time	
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: