



RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT

2nd Floor, Jackson Gate Building, Lenin Sarani, Agartala- 799001

E- Tender for providing Manpower, Maintenance and Housekeeping Services at Office Premises and Leased Residential Accommodations of Reserve Bank of India, Agartala

Reserve Bank of India, Human Resource Management Department, Agartala invites Tender on or before **December 10, 2020 (11:00 hrs)** through e-Tendering from eligible vendors for the work of providing “Manpower, Maintenance and Housekeeping services at Office Premises and Leased Residential Accommodations of Reserve Bank of India, Agartala”. The estimated value of work is approximately **₹11.60 lakh (Rupees Eleven lakh sixty thousand only) exclusive of GST**. For participating in the e-Tendering, the interested vendors are required to register themselves on MSTC portal (<https://www.mstcecommerce.com/eprhome/rbi>). For Tender details please visit “Tender Section” on our website <http://www.rbi.org.in> or MSTC portal.

The application form shall be signed by a person who is duly authorized to do so on behalf of the organisation. Application containing false or inadequate information is liable for rejection.

The successful Contractor shall execute an Agreement on a stamp paper of required value for due performance of the Contract within 14 days from the date of award of work. If the selected Contractor fails to sign the formal agreement within 14 days of award of Contract or fails to commence the work on due date, the letter of offer shall be treated as cancelled and the EMD of **₹23,200/- (Rupees Twenty-three thousand two hundred only)** submitted by it shall be forfeited. The successful bidder will be required to provide security deposit of **₹58,000/- (Rupees Fifty-eight 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 Contractor to perform its contractual obligations shall be treated as a violation and can lead to cancellation of the Contract/invoking the guarantee as applicable.

EMD of the successful bidder shall be returned on receipt of Performance 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.

**E-Tender for Manpower, Maintenance and Housekeeping Services at Office Premises of RBI,
Agartala**

Before submitting the Tender, the bidder may go through the general Terms and Conditions on which the work will be awarded by the Bank and is required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria given out in the Tender document. It may also be noted that the general Terms and Conditions are only indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the maintenance work being awarded under this Tender.

The General Manager (Officer-in-charge), Reserve Bank of India, Agartala reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and his decision will be binding on all the parties.

General Manager (Officer-in-charge)
Human Resource Management Department
Reserve Bank of India, Agartala



**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
AGARTALA**

**Tender for Manpower, Maintenance and Housekeeping Services at Office
Premises and Leased Residential Accommodations of Reserve Bank of India,
Agartala**

(E-Tendering only)

E- Tender Number - RBI/Agartala/Agartala/3/20-21/ET/292

PART – I

Name of Tenderer: _____

Address: _____

Last date and time for Submission	December 10, 2020 till 11:00 hours
Pre-Bid meeting	November 19, 2020 at 15:00 hours
Validity of the Tender	Three months from the date of opening of the PART- I of the Tender
Cost of Application form/Tender	Nil

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 **December 10, 2020 at 11:00 hours**, 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
Agartala**

(Website: www.rbi.org.in)

DISCLAIMER

Reserve Bank of India, HRMD, Agartala, 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.

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Section A:

SCHEDULE OF TENDER (SOT)

1.	E- Tender Number	RBI/Agartala/Agartala/3/20-21/ET/292
2.	Description of Works	E-Tender for Manpower, Maintenance and Housekeeping Services at Office Premises and Leased Residential Flats of Reserve Bank of India, Agartala
3.	Estimated Cost	₹11,60,000/- (Rupees Eleven lakh sixty thousand only) exclusive of GST
4.	Earnest Money Deposit (EMD)	₹23,200/- (Rupees Twenty-three thousand two hundred only) through NEFT only in favour of Reserve Bank of India, Agartala Eligible registered MSEs (as per Public Procurement Policy Order 2018 issued by Ministry of MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.
5.	Tender Fees	Nil
6.	Performance Bank Guarantee	₹58,000/- (Rupees Fifty-eight thousand only)
7.	Mode of Tender	e-Procurement System (Online Part-I Techno-Commercial Bid and Part II – Price Bid) through https://www.mstcecommerce.com
8.	Date of NIT available to parties to download	November 13, 2020 at 10:00 hrs
9.	Date of Starting of e-Tender for Online submission on MSTC website	November 13, 2020 at 10:00 hrs
10.	Schedule of Pre-bid meeting	November 19, 2020 at 15:00 hours at, 2 nd Floor Jackson Gate Building, Lenin Sarani, Reserve Bank of India, Agartala
11.	Last Date of Submission of EMD to RBI, Agartala	December 09, 2020 by 15:00 hrs.

E-Tender for Manpower, Maintenance and Housekeeping Services at Office Premises of RBI, Agartala

12.	Date of Closing of Online E-Tender for submission of Techno-Commercial Bid & Price Bid	December 10, 2020 at 11:00 hrs.
13.	Date and Time of Opening of Part-I i.e. Techno-Commercial Bid	December 10, 2020 at 15:00 hrs.
14.	Date & Time of Opening of Part II- Price Bid	Will be communicated in Due course.
15.	Transaction Fees	Fees will be submitted to MSTC https://www.mstcecommerce.com

Section B

Important Instructions for E-procurement

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

1	<p>Process of E-Tender:</p> <p>A) Registration:</p> <p>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 personal computer/laptop connected with Internet. MSTC is not responsible for making such arrangement. (<i>Bids will not be recorded without Digital Signature</i>).</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>i) Vendors are required to register themselves online following the below given process</p> <p>www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>ii). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI or MSTC, (before the scheduled time of the e-Tender).</p> <p><u>MSTC Contact Person</u></p> <ol style="list-style-type: none">1. Shri Shubhajit Roy, AM, Mobile Number – 7501524754, email: sroy@mstcindia.co.in2. Shri Prashant Chitranjan, AM, Mobile Number: 8592888286, email: pchitranjan@mstcindia.co.in <p><u>Contact person at RBI Agartala</u></p> <p>(i) Shri Sunil Kumar Pradhan, Assistant Manager, Reserve Bank of India, Agartala. Email: estateagartala@rbi.org.in, Phone No.: 0381-2381061</p>
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	<p>(ii) Shri Ashis Mittal, Manager, Reserve Bank of India, Agartala. Email: estateagartala@rbi.org.in, Phone No.: 0381-2381071</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>
	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p><input type="checkbox"/> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. <input type="checkbox"/> Other Settings:</p> <p>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 pages www.mstcecommerce.com once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. However, a hard copy of all the documents submitted online in the techno commercial bid along with the EMD Demand Draft be submitted at the tender box kept at Human Resource Management Department, Third Floor, RBI Agartala.</p>
3	<p>All entries in the Tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>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.</p> <p><u>Transaction fee is non-refundable.</u></p>

	<p><i>A vendor will not have the access to online e-Tender without making the payment towards transaction fee.</i></p> <p><i>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.</i></p>
5	<p>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).</p>
6	<p>E-Tender cannot be accessed after the due date and time mentioned in NIT</p>
7	<p>Bidding in e-Tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. EMD will be given in the form of NEFT credit only in the account mentioned below in favour of Reserve Bank of India, Agartala. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the Tender inviting authority.</p> <p>Beneficiary Name: Reserve Bank of India, Agartala Beneficiary Ac No: 8614038 IFSC: RBIS0AGPA01 (5th and 10th digit is Zero)</p> <p><i>The proof of having remitted the EMD is to be uploaded in MSTC portal</i></p> <p>Eligible registered MSEs (as per Public Procurement Policy for Micro & Small Enterprises (MSE) Order, 2018) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p> <p>b) The process involves Electronic Bidding for submission of Technical and 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</p>

	<p>Commercial bid. Then once both the Technical bid & 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 also to everybody else.</p> <p>i) The e-Tender floor shall remain open from the pre-announced date & 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. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & 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 & 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.

Section: C

Eligibility Criteria for Participating in the e-Tender

E- Tender for Manpower, Maintenance and Housekeeping Services at Office Premises and Leased Residential Accommodations of Reserve Bank of India, Agartala

1. Reserve Bank of India, Agartala invites e-Tender in two parts for Manpower, Maintenance and Housekeeping Services at Office Premises and Leased Residential Accommodations of Reserve Bank of India, Agartala at an estimated cost of approximately **₹11,60,000/- (Rupees Eleven lakh sixty thousand only)** per annum exclusive of GST.
2. **Eligibility Criteria for participating in the e-Tender:** Company/Firm/Contractor who fulfill the following per-qualification criteria are eligible to apply:

Sl. No.	Qualifying Criteria	Requirement
(i)	Kind of Experience	The Contractor must be providing services exclusively for (i) housekeeping works, <i>i.e</i> , pertaining to cleaning and sweeping, (ii) office attendant work and (iii) electrician-cum-Office attendant works in any of the reputed Public/Private Sector banks/enterprises. The Firm should produce the copies of work orders from clients as mentioned above. No other kind of work experience would be accepted. The applicants should not upload any documents pertaining to any other works other than that of (i) housekeeping <i>i.e</i> , pertaining to cleaning and sweeping, (ii) office attendant work and (iii) electrician-cum-Office attendant works.
(ii)	Duration of past experience	Applicant should have <u>continuous</u> experience of three years from April 01, 2017 to March 31, 2020 and, in support of this, the applicant should submit documentary evidence. Applicant should also furnish their client list showing the details of works carried out by them for these three years. The list shall include details such as 'Name of the Client', 'Value of Work executed', 'Date of Start and Finish of the Work', etc. Experience certificates and work orders only for the works undertaken during the period April 01, 2017 to March 31, 2020 would be accepted. Experience certificates and work orders for the works carried out prior to April 01, 2017 will not be accepted.
(iii)	Minimum value of	Experience of having successfully completed work under a single contract during April 01, 2017 to March 31, 2020 costing

	completed work under a single contract	not less than 80% of the estimated cost. The contract should pertain to either one or more of the following works, namely, (i) housekeeping i.e, pertaining to cleaning and sweeping, (ii) office attendant work and (iii) electrician-cum-Office attendant works. The contract should be for a continuous/unbroken period of minimum one year during the timespan April 01, 2017 to March 31, 2020. Documentary evidence in support of such work must include work order and experience certificate/work completion certificate from the client in the format prescribed in Annex-II .
(iv)	Yearly Turnover	The firm should have annual turnover of amount equal to the estimated cost during each of the last three years i.e. up to March 31, 2020 (Financial Year (FY) 2017-18, 2018-19 and 2019-20).
(v)	Solvency	The firm should furnish solvency certificate issued by the Applicants Banker, specifically for the purpose of the work, for a minimum amount equal to the estimated cost
(vi)	Service setup	Full-fledged service setup should be available for the specified job at Agartala, wherefrom required quality services can be regularly provided. A copy of trade license must be submitted as proof of the service setup.
(vii)	ISO Certificate	The Contractor should have atleast one of the following certifications (a) ISO 9001 (b) SA 8000.

3. Details of the Company/Firm/Contractor:

(a) The Full particulars of the Company/Firm/Contractor, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Contractor or Proprietorship, the particulars of the individual/individuals involved therein along with a copy of the(ir) PAN Card(s) along with the name(s) and address(es) etc are required to be submitted.

(b) Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates, along with documentary evidence of previous experience, if any, should be given.

(c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial year duly certified by a Chartered Accountants should be enclosed in proof of credit worthiness and turnover for the last three years

(d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., Fax Nos., etc. of the contact executives (i.e. the persons

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who can be contacted at the office of their bankers by RBI, in case it is so needed) should be furnished.

4. 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 tenders.
5. **Details of the completed work:** The client-wise names of work(s), year(s) of works execution of work(s), awarded and actual cost(s) of executed work(s), names and full contact details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished. Client's Report as per format at [Annex- II](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
6. After scrutiny, if any of the contractors is found not to be in possession of the required eligibility, their Tenders will not be considered by the Bank for further processing.
7. Tender shall be submitted through e-Tendering in two parts. Part-I Tender will contain the Bank's standard Techno-Commercial conditions for the proposed work.
8. The proof of having remitted the EMD is to be uploaded in MSTC portal. Eligible registered MSEs (as per Public Procurement Policy for Micro & Small Enterprises Order, 2018 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.
9. **Part-I** of the Tenders will be opened at **15:00 hours on December 10, 2020** in the presence of the authorized representative of the Tenderers, who choose to be present. **Part-II** of the Tender will be opened on a subsequent date, which will be intimated to the Tenderers, in due course of time.
10. The Bank may obtain reports on the past performance of the Tenderer from his clients and bankers. The Bank shall evaluate the said reports as per the evaluation criteria mentioned in Part I before opening of the Part-II of the Tender. If the tenderer is not found to possess the required eligibility for participating in the Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the Tender and Part-II of the Tender will not be opened and EMD shall be returned back to him. The Bank is not bound to assign any reason for doing so.
11. **THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.**
12. 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

Note: The client's Report shall be accepted only when the same is signed by an official in-charge of administration or equivalent in respect of a Government/Semi Government

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Agartala**

organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The Client's Report issued by the private organizations shall be submitted along with Tax Deducted at Source (TDS) certificates. Applications/Tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

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

Signature and Name of Tenderer with seal

Address:

Date:

Section-D
Letter of Offer

Place: _____

Date: _____

General Manager (Officer-in-charge),
Reserve Bank of India
Agartala- 799001

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the Tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached price bid and in accordance in all respects with the specifications and instructions in writing referred to in the Articles of Agreement, General Conditions of the Tender and Terms and Conditions of Contract with such services as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

(a)	Description of work	Annual Maintenance Contract for providing Manpower, Maintenance and Housekeeping of Office Premises and Leased Residential Accommodations of the Bank
(b)	Estimated cost	Approximately ₹11,60,000/- (Rupees Eleven lakh sixty thousand only)
(c)	Earnest Money Deposit (EMD)	₹23,200/- (Rupees Twenty-three thousand two hundred only) (bears no interest)
(d)	Validity of Contract	One year initially and may be renewed for a maximum period of two years (one year at a time), as per the terms and conditions and based on satisfactory performance.
(e)	Performance Bank Guarantee	₹58,000/- (Rupees Fifty-eight thousand only) (to be provided in the form of Bank Guarantee by the successful Contractor)

2. We undertake to deposit a sum of **₹23,200/- (Rupees Twenty-three thousand two hundred only) (bears no interest)** as Earnest Money with the Reserve Bank of India at the time of award of work, which amount is not to bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India. We also agree to keep the Bank Guarantee towards Earnest Money valid during the entire period of Tender.

3. We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

4. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.

5. I/We understand that Reserve Bank of India reserves the right to accept or reject any or the entire Tender either in whole or in part without assigning any reason thereof.

6. The Tender is submitted in two parts. Part I contains all commercial terms & conditions, technical particulars, EMD and Part II contains only the Financial Bid in the Bank's proforma.

7. Should this Tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. Our bankers are (full address):

i)	
ii)	

9. The names of partners of our firm are:

i)	
ii)	

Name of the partner of the firm authorized to sign

OR

Name of person having Power of Attorney/
authorization to sign the Contract
(authorization letter / certified true copy of
the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractor

Signatures and addresses of witnesses:

Sl.o	Signature	Address
(i)		
(ii)		

Section E

General Instructions to Tenderers

Tender in prescribed form shall be submitted in two parts i.e. Part-I and Part-II.

1. **Part - I** of the Tender, titled “**Annual Maintenance Contract for Providing Manpower, Maintenance and Housekeeping services in the Office Premises and Leased Residential Accommodations of the Bank**” shall be submitted containing the following:
 - (i) Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the Tender documents.
 - (ii) The Bank will not accept the tender in case it is conditional and will out rightly disqualify the company/firm from the tender process.
 - (iii) The Tender Document (Part-I) issued by the Bank – duly stamped and signed.
2. Only those proprietorship firms/partnership firms/companies with requisite years of experience in related trades like cleaning, housekeeping and maintenance works are eligible to participate in e-Tendering.
3. 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.
4. **Information Gathering & Site Inspection:** The Tenderer must obtain for himself and at his own expense all the information which may be necessary for the purpose of Tendering and for entering into a contract and must inspect the site of the work with prior permission and acquaint himself with all local conditions, means of access to the work, nature of work and the matters pertaining thereto. The Employer’s decision in such cases shall be final and shall not be open to arbitration.
5. The rates quoted in the Tender shall be for the complete item including labour, tool and plants required at site. The rate shall be exclusive of GST but shall include any other taxes, duties, levies on work’s contract by Central Govt. or State Govt. or any other authorities. The rates shall be firm and shall not be subject to exchange variations, labour conditions, or any conditions whatsoever, except for changes, if any, in the statutory minimum wages announced by the Government of India under the Minimum Wages Act and the related components. The rates shall also include transportation, transit insurance etc.
6. The payment shall be made on monthly basis (by credit to bank account through NEFT) after satisfactory completion of the work duly acknowledged by the concerned official and certified by the Bank’s Officials. **PAYMENT TO CONTRACT LABOURERS BY THE CONTRACTOR SHOULD BE MADE ELECTRONICALLY IN THEIR BANK ACCOUNTS. ALONG WITH THE BILL, A PROOF OF PAYMENT TO CONTRACT LABOURERS SHOULD BE SUBMITTED. THE PAYMENT TO CONTRACT LABOURERS SHOULD BE FOR 28 OR 30 OR 31 DAYS A MONTH DEPENDING**
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ON THE LENGTH OF THE MONTH. ANY DEVIATION FROM THIS WOULD LEAD TO TERMINATION OF THE CONTRACT.

7. **Part - II** of the Tender will contain no conditions but only the Price Bid in the Schedule of Quantities titled “Annual Maintenance Contract for Providing Services for Manpower, Maintenance and Housekeeping in the Office Premises and Leased Residential Accommodations of the Bank”.

8. This part shall contain prices in Indian Rupees only with detailed break-up of price as per format (Part - II) in figures and in words in English in the columns specified against each item of work in the document. All items of work shall be quoted.

9. **Rates:** The Bank reserves the right to adjust arithmetical or other errors in the Tender in accordance with the following general rules. In the event of discrepancy between words and figures quoted, the description in words shall prevail. Similarly, in the event of an error in the amount column arising as a result of wrong product extension, the unit or item rates shall be regarded as firm and extension amended accordingly.
 - a) Rates shall be quoted both in figures and in words in columns specified. If rate for any item is not mentioned in the Tender therein, the Tender will be rejected. No advice whatsoever especially on any change in rate, specifications or conditions after opening of Part II of the Tender will be entertained.
 - b) The rates shall also be firm and be valid for the entire duration of the contract and / or extension thereof and shall not be subject to change in exchange variations, labour conditions, or any conditions whatsoever. The periodical revision in minimum wages will be admissible as per the extant guidelines.
 - c) The rates shall be for providing labour for full 365 days and no less in a year.
 - d) The rates quoted in the Tender shall include all charges and taxes but shall not include GST. Tenderers must include in their rates any other prevailing taxes, royalties and duty levied by the Central Government or any State Government or local authority, if applicable. No separate claim in respect of any other tax, duty or levy whether existing or future shall be entertained by the Employer.

10. **Job Work on Lump Sum Basis:** The Contractor shall note that unless otherwise stated, the Tender is strictly on Job Work on Lump sum Basis and his attention is drawn to the fact that rates for each and every Job should be correct, workable and self-supporting. The quantities in the Part – II of Tender approximately indicates the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Claim in such case shall be entertained on pro rata basis.

11. **Tender Format:** The Tenderer shall use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the Tender form made by the Tenderer shall not be valid and shall be treated as null and void.

12. **Opening of Tender:**

- a) **Part-I** of the Tenders will be opened at **15:00 hrs on December 10, 2020** in the presence of Tenderers or their authorized representatives who choose to be present by the Tenderers.
- b) The Bank reserves the right to reject offer even after opening Part –I of the Tender and submission of Part – II of the Tender.
- c) Part-II of the Tender shall be opened on a subsequent date, which will be intimated to the Tenders in advance.

13. **Last Date:** Tenderers should clearly indicate the date on each copy of the Tender under their full signature. No Tender will be received after **11:00 hrs on December 10, 2020**.

14. **Disqualification - Missing and Unsigned documents:** The Tender form must be filled in English only. If any of the documents is missing or unsigned, the Tender may be considered invalid by the Bank at its discretion.

15. **Right to Accept or Reject:** 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 without assigning any reasons for doing so. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may and has a right to modify/ withdraw the Tender

16. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates. The EMD will be forfeited in case of withdrawal after the opening of the technical bid.

17. **Broad Scope of Work:** The scope of work shall be as given in the Tender document.

18. **Lowest Tender Not Necessarily to Be Accepted:** The Bank is not bound to accept the lowest or any Tender or to assign any reason for non-acceptance of any Tender. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may elect to modify/withdraw the Tender.

19. **Earnest Money and Performance Guarantee during contract period:**

- a) Tenderers shall pay as Earnest Money Deposit a sum of **₹23,200/- (Rupees Twenty-three thousand two hundred only)** by NEFT Credit only in favour of the Reserve Bank of India, Agartala. The account details to which the EMD to be deposited is as given below.

Beneficiary Name: **Reserve Bank of India, Agartala**
Beneficiary Ac No: **8614038**
IFSC: **RBIS0AGPA01 (5th and 10th digit is Zero)**

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

(Eligible registered MSEs (as per Public Procurement Policy for Micro and Small Enterprises Order, 2018 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.)

Under no circumstances EMD will be accepted in the form of fixed deposits of the bank, Demand Draft or cheque etc. On award of contract, the successful Tenderer shall furnish an amount of **₹58,000/- (Rupees Fifty-eight 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.

b) 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.

c) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the payable bill amount / security deposit.

20. 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.

21. Taxes: The prices quoted **shall be exclusive 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.

22. Insurance:

a) 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 contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

b) The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any of his employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The

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Agartala**

contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

Note: These policies shall be valid till the completion of the work and is an essential condition of the contract.

23. 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.

24. 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.

25. 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.

26. 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 tender terms and conditions. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so Tendering, whether such contract is or is not subsequently executed.

27. The contractor shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

28. Language: The Tender including all documents etc. shall be in English. However, the agreement to be entered by the successful Tenderer with Reserve Bank of India shall be in bilingual, i.e. Hindi and English.

29. Other Issues: The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's officials. If in the opinion of the Bank's officials, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

30. Settlement of Disputes by Arbitration:

a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the General Manager (Officer-in-charge), Reserve Bank of India, Agartala.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Vendor shall continue to be made in terms of the contract.

(d) The agreement shall be subject to the jurisdiction of the Hon'ble **High Court of Tripura at Agartala.**

31. Compliance with the requirements of the Minimum Wages Act / Rules and Contract Labour (R & A) Act/Rules and other Laws/Rules/Notification as applicable:

a) The contractor shall be responsible to get himself registered under the Contract Labour (Regulation and Abolition) Act, 1970 / the Contract Labour (Regulation and Abolition) Central Rules, 1971 and other relevant laws, whenever it is required. The Contractor shall follow all the relevant provisions of the Contract Labour (R & A) Act, 1970 and Contract Labour (R & A) Central Rules, 1971 and ensure to maintain all the records as prescribed there under and by the Office of the Labour Commissioner (Central).

b) The Contractor shall be responsible for paying wages to their workmen for 365 days a year. The payment shall strictly be at the daily rate of minimum wages prescribed under the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the Notifications issued thereunder by the Government of India from time to time. The contractor shall maintain the relevant records with regard to minimum wages as required under the Minimum Wages Act / Rules / Notifications issued by the Government of India from time to time. **THE RATES QUOTED IN PART II OF THE TENDER SHALL BE NECESSARILY FOR PROVIDING MANPOWER FOR FULL 365 DAYS. FURTHER, THE APPLICANT (TO WHOM THE TENDER IS AWARDED) MUST ENSURE THAT THE PAYABLE MONTHLY WAGES (28 OR 30 OR 31 DAYS AS THE CASE MAY BE) ARE CREDITED ELECTRONICALLY TO THE BANK ACCOUNTS OF THE WORKERS. AT THE END OF A COMPLETED YEAR OF PROVIDING SERVICE, IT MUST BE ENSURED THAT EACH LABOURER/WORKER, WHO HAS WORKED ON ALL WORKING DAYS DURING THE YEAR, SHOULD HAVE HIS BANK ACCOUNT CREDITED BY THE CONTRACTOR WITH THE TOTAL AMOUNT OF MINIMUM WAGES FOR FULL 365 DAYS AND NO LESS. THIS TOTAL AMOUNT SHOULD BE 365 MULTIPLIED BY THE APPLICABLE DAILY RATE OF MINIMUM WAGES AT CENTRAL GOVERNMENT RATES.**

c) The Contractor shall maintain all the documents, Registers and records as required under the Contract Labour (R & A) Act, 1970 / the Contract Labour (R & 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 Employer or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.

d) The Contractor 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 Employer posted with the said development producing the necessary documentary proof without delay.

e) The Contractor 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.

f) The Contractor 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 Employer shall not, in any manner be responsible for any act, omission or commission on part of the Contractor and no claim in this respect will lie against the Employer or his representatives.

g) The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI for those workers deployed by the Contractor to execute the contract work in the Bank, must be provided by the selected Contractor/Contractor to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.

32. Police Verification of all Workmen/Supervisors /Officials for entering in to the Bank's Premises and Leased Residential Accommodations: The Contractor 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 21-50 years shall be deployed. A certificate to the effect that Police Verification of all employees deployed in the services of the Bank has been done and are available with the firm, needs to be submitted within one month of start of the contract to the Bank. Bank can verify these at any point of time during the contract duration. This is an important condition of the tender.

I/We hereby declare that I/we have read and understood the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Signature of Tenderer with seal

Address:

Date

Section F

Part I: Technical Bid

From,

To,
General Manager (Officer-in-charge),
Reserve Bank of India,
2nd floor, Jackson Gate Building, Lenin Sarani,
Agartala- 799 001

<u>Sl. No</u>	<u>Particulars</u>	<u>Details to be filled in by the Tenderer</u>
1.	Name of the Organisation	
2.	(a) Type of organisation – (whether Proprietorship/Partnership/LLP/Pvt. Ltd./ Ltd. Company) (b) Date of Establishment (c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same	
3.	Name of the proprietor/partners/directors of the organisation with designation	
4.	Regd. Office/ Business Address of the organisation along with Telephone No., Mobile No. and e-mail. (a) Whether having own office in Agartala. (b) Address of the local office at Agartala. (c) Name of the authorised official and his/ her telephone number. Please enclose relevant documents in support of the same.	
5.	Work Experience – Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services or the Reserve Bank of India at any centre or government/ semi – Government/ Public	

	Sector undertakings/ Banks/ MNCs should also be given.	
6.	Whether average annual business turnover of last three financial years (FY 2017-18, FY2018-19 and FY 2019-20) is more than ₹ 11.60 lakh. Supporting documents should be enclosed in proof of turnover.	
7.	Income Tax Returns of three Financial years: F.Y. 2017 – 18, F.Y. 2018 – 19 and F.Y. 2019 – 20 (FY-2019-20 if available)	
8.	Copy of audited Balance Sheets for last three years 2017-18, 2018-19 and 2019-20. If Balance Sheet for 2019-20 is not available, a provisional Balance Sheet/declaration to this effect must be submitted.	
9.	Whether registered under Section 12(1) under the Contract Labour (R & A) Act, 1970 If yes, indicate the date of registration. (A copy of Certificate/ Registration to be submitted).	
10	Whether registered under Provident Fund and Employees State Insurance Corporation.	
11	Whether registered under GST	
12.	Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head as per format attached with this Tender document. (Annex – I)	
13.	Name and Address of the existing clients along with full details. The Clients Report from top three existing clients is required as per format attached with this Tender document (Annex – II)	
14.	The Bank Account (IFS Code and Account Number) where payments would be received by the organisation.	
15.	Any Disputes (including with statutory authorities) which are pending and details of the stage of proceedings.	
16.	Indicate if involved in any litigation	
17	Whether all the documents mentioned in para 2 of Section F, i.e., Copies of Documents required to be submitted for technical bid has been submitted?	

2. Copies of Documents required to be submitted for Technical Bid:

ALL DOCUMENTS SUBMITTED SHOULD BE STRICTLY IN ACCORDANCE WITH PARA 2 OF SECTION C 'ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE E-TENDER'. ANY DEVIATION FROM, OR INADEQUACY OR INCOMPLETENESS IN THE REQUIREMENTS PRESCRIBED WILL RENDER THE TECHNICAL BID INELIGIBLE.

FAILURE TO SUBMIT ANY OF THE DOCUMENTS WOULD LEAD TO CANCELLATION OF THE BID. ANY FURTHER COMMUNICATION IN THIS REGARD WITH THE APPLICANT SHALL BE AT THE SOLE DISCRETION OF THE BANK.

Documents	Description	Whether submitted (Yes/No)
a) Audited Financial Statements	Audited or CA certified Annual Financial Statements of accounts for the last three years, i.e., FY 2017-18, 2018-19 and 2019-20. In case audited accounts for FY 2019-20 is not available, a provisional audited accounts or a declaration to the effect that FY 2019-20's accounts have not been prepared/audited must be submitted.	
b) Turnover Certificate	A turnover certificate from a Chartered Account stating the amount of turnover for the company/firm/agency for the last three financial years, i.e., FY 2017-18, 2018-19 and 2019-20.	
c) Income Tax Returns	Copies of Income Tax Return filed with the Income Tax Department for the last three financial years, i.e., for FY 2017-18, FY 2018-19 and FY 2019-20 (if available for FY 2019-20)	
d) List of Clients (served during the last three years)	List of Clients for whom eligible works have been performed in terms of Para 2 of Section C, i.e., 'eligibility criteria for participating in the e-tender'.	
e) Client Reports	Client reports from clients for whom eligible works have been performed in terms of para 2	

	of Section C, i.e., 'eligibility criteria for participating in the e-tender' as per format given in Annexure II .	
f) Incorporation documents	In case of a company – Certificate of Registration. In case of a partnership firm – partnership deed. In case of sole proprietorship firm – PAN Card	
g) Trade License	A copy of trade license for the service set-up in Agartala.	
h) Registration under EPF, ESIC and GST laws	EPF Registration Certificate, ESIC Registration Certificate and GST Registration Certificate	
i) Bank Account details	Details of the bank account held by the bidder in a scheduled Bank in India. The details to be furnished as per format in Annex I attached with this document.	
j) Contract Labour License	Copy of license under Section 12(1) of the Contract Labour (R & A) Act, 1970 for the state of Tripura.	
k) Power of Attorney/authorisation	Power of attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.	
l) EMD Deposit	Proof of NEFT payment of ₹23,200/- (Rupees twenty-three thousand only) made to the account of RBI, Agartala, representing Earnest Money Deposit. In case of MSME bidders, a valid MSME certificate from NSIC must be submitted (in case EMD is not paid).	
m) Others	Any other document/s required to be submitted or as demanded by the Bank	

Declaration

(To be submitted in the Technical Bid on the Letter head of the company, duly signed by authorised signatory)

1. The information provided by me/us 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 agree to abide by the terms and conditions stipulated by the Bank as mentioned in [Annex-II](#).
3. I/We also agree that our Tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the Tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us in writing. I/We also agree to keep the earnest money valid during the entire period of validity of Tender.
4. I/We understand that the Reserve Bank of India, Agartala reserves the right to accept or reject any or all of the Tenders either in full or in part without assigning any reason thereof.

Dated this _____ day of _____ 2020.

Signature:

Name:

Seal of the Contractor:

Section G

Detailed Scope of Work

RBI, Agartala Office: Annual Maintenance Contract for Providing Services for Manpower, Maintenance and Housekeeping in the Office Premises and Leased Residential Accommodations of the Bank”

1. The Service provider shall provide the following manpower for rendering services at Reserve Bank of India, Agartala

- (i) Five (5) persons for maintenance and housekeeping: under the category as per Central Government minimum wages rates for the “Industrial workers - employed in BUILDING OPERATIONS – UNSKILLED”.
- (ii) One (1) Electrical worker - cum - Office Attendant for providing quality service in maintenance of all office/resident equipment under the category as per Central Government minimum wages rates for the “Industrial workers- employed in BUILDING OPERATIONS – SEMISKILLED.”

2. Duty Hours: The normal duty hours will be between **09.30 AM to 05.30 PM**, six days a week. The person whom the Service Provider may depute may, however, be called before the office hour or may be asked to stay back beyond 48 hours in a week. If in exceptional circumstances he is made to work beyond 48 hours in a week, he shall be suitably compensated on a pro-rata basis.

3. Place of duty: In addition to the office, the person so deployed will be required to provide services in the Leased Residential Flats of Officers/staff. The total number of duty hours, however, will not exceed 48 hours in a week.

4. Duties and Responsibilities:

A. For maintenance and housekeeping:

Five (5) persons will be made available for Office premises of Reserve Bank of India, Jackson Gate Building, 2nd Floor, Lenin Sarani, Agartala-799001 and all Leased Residential Accommodations on six (6) days a week (except Sundays). If the persons are not in a position to attend service on any working day, the service provider shall depute other persons for the period of absence and for this engagement no additional amount will be paid to the service provider. The scope of work will include:

i) Daily duties and responsibilities:

- a) Attending office related work and work related to General Manager-in-charge at the Office premises of Reserve Bank of India, 2nd Floor, Jackson Gate Building, Lenin Sarani, Agartala, PIN -799001 on all working days as may be decided by the Office.
- b) Sweeping and cleaning of the interior and exterior of the office premises during normal office hours.

- c) Removal of garbage, cleaning of common area and stair case of the Office Premises
- d) Cleaning of toilet pots, seats/urinal pots, platform, sink, wash basins, tiles, floor, racks, glass mirrors, etc., in all the washrooms and toilets of the Office premises.
- e) Removing the cobwebs, stains, dirt from wall, ceiling, pelmet and inaccessible spots, as and when needed by the Bank.
- f) Cleaning of accessories provided in the wash rooms like Buckets/mugs/soap cases, etc.
- g) Wiping of fridge and water purifier
- h) Cleaning of wash basins and kitchen sinks with detergent.
- i) Flushing system of all toilets are to be checked at regular interval every day.
- j) Dustbins kept in the washroom and surrounding area shall be emptied on regular basis at designated places.
- k) The soap dispenser in the washrooms should be topped up regularly with good quality liquid soap for hand wash, as decided by the bank.
- l) Removal of garbage, cleaning of common area and stair case of the Leased Residential Flats, wherever needed by the Bank.

ii) **Weekly:**

- a) Bathrooms / toilets of Leased Residential Accommodations of the Bank to be cleaned once in a week by using nylon brush and plunger with approved cleaning material like detergents, toilet cleaner, oxalic acid, etc.
- b) Cleaning of wash basins and kitchen sinks of Leased Residential Flats of the Bank with detergent.
- c) Wiping of fridge and water purifier of Leased Residential Flats of the Bank.

iii) **Quarterly**

- a) Cleaning of ceiling fans, exhaust fans and fixtures of both the Office Premises and Leased Residential Accommodations of the Bank with good detergent and soft cloth.
- b) Thorough removal of cobwebs in both the Office Premises and Leased Residential Flats of the Bank.
- c) Carefully removing mesh from windows, washing the same with detergent and fixing the same on the same place in both the Office Premises and Leased Residential Flats of the Bank.
- d) Cleaning of grills in both the Office Premises and Leased Residential Flats of the Bank.

iv) **Yearly:**

Thorough cleaning, washing and swabbing of entire Office Premises and Leased Residential Flats of the Bank.

B. For Electrical worker-cum-Office Attendant

The Service Provider shall provide **one Electrical Worker - cum - Office Attendant** for providing quality service in maintenance of all office equipment such as photo copier, fax machine, air conditioner / air conditioning machines, PC connections, UPS, inverter, pump operations etc. and also the maintenance of electrical gadgets/appliances used at Leased Residential Flats such as Fans, Lighting system, Exhaust Fan, Geyser, Heater etc., besides doing the work of an Office Attendant.

5. The work as detailed above will have to be completed as per convenience of the employees/residents and daily work to be undertaken during normal hours in the morning. If the person so deputed is not in a position to attend service on any day(s), the service provider shall depute another person for the day(s) of absence and for this engagement no additional amount will be paid to the service provider. However, non-deputation of alternative person(s) as above by the service provider shall entail payment of bill(s) on *pro rata* basis for the month concerned.

6. Provision of Cleaning Material: The necessary cleaning material shall be provided by the Bank.

7. The Office shall remain closed on Sunday and Holidays and if any work is required in any specific area during these days, it will be informed in advance. All Saturdays will be used for special cleaning exercise of the toilets/ washrooms and other areas in the Bank premises and Leased Residential Flats.

8. The Contractor must maintain at least one dedicated mobile phone number, for contact at any time.

9. A daily job card is to be displayed in the washroom for the Bank to monitor the cleanliness. A Log book will be maintained and periodically scrutinised and verified by the Banks authorised officials.

10. Log book/registers/records for the jobs carried out on daily, weekly and monthly basis will be maintained by the Contractor and will be countersigned by the Banks' authorised officials at regular intervals and finally at the end of each month.

11. Over and above the activities mentioned above, if any further work relating to Manpower, Maintenance and Housekeeping is required to be done, it shall be carried out as per the instruction of the Bank on requirement basis.

Section H

Terms and Conditions of Contract

1. **Agreement:** On receipt of intimation from the Bank the acceptance of his/ their tender, the successful Tenderer shall be bound to sign the formal Contract Agreement within fourteen days, in accordance with the tender document and the Schedule of Conditions. However, written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the Person so tendering, whether such formal agreement is or is not subsequently executed within the stipulated period of Fourteen days. Unless the Contract Agreement is signed, no payment shall be entertained by the Bank. The agreement shall be executed in duplicate. One copy will remain in the custody of Employer and the second set of copy will remain in the custody of Contractor. The Agreement shall be made on necessary stamp paper (having worth equal to applicable stamp duty in the state of Karnataka) and the cost of necessary stamp duty on both the documents shall be borne solely by the Contractor.

2. **Duration of Contract & Review:** The contract is valid for one year initially and can be extended for two more years, but one year at a time, if the treatment and workmanship is found satisfactory. Quarterly review will be taken on the performance of the contractor. The contract may be renewed and extended on mutual terms and conditions for a period of one year at a time but not more than two years

3. **Subletting Contract:** The Contractor shall not assign or sublet any portion of the Contract. The Contractor shall make all arrangements for carrying out the work as per the terms and conditions of the contract; the employer will not provide any kind of assistance in the form of men/ material. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

4. **Earnest Money Deposit:** EMD of the successful Tenderer /Bidder shall be returned on receipt of the Performance Bank Guarantee and will not carry any interest.

5. **Performance Bank Guarantee:** The Contractor has to provide Performance Bank Guarantee in the form of irrevocable Bank Guarantee issued by a scheduled Bank in the prescribed proforma as given in [Annexure III](#) of the tender document within 14 days of the award of the tender.

6. **Deductions from EMD/Performance Bank Guarantee:** All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from the dues payable / performance Bank Guarantee if the amount so permits, and Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good the amount so deducted.

7. The Service provider shall provide the manpower as detailed under “detailed scope of work” part of the tender document, for rendering services at Reserve Bank of India, Agartala. The work as detailed will have to be completed as per convenience of the employees/residents and daily work to be undertaken during normal hours in the morning.

**E-Tender for Manpower, Maintenance and Housekeeping Services at Office Premises of RBI,
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If the person so deputed is not in a position to attend service on any day(s), the service provider shall depute another person for the day(s) of absence and for this engagement no additional amount will be paid to the service provider. However, non-deputation of alternative person(s) as above by the service provider shall entail payment of bill(s) on *pro rata* basis for the month concerned.

7. **Payment:** For providing the person on contractual basis, the Bank shall make monthly payments as quoted by the Service provider in the tender based on Central Government rates of minimum wages revised from time to time as below.

- (i) Five (5) persons for maintenance and housekeeping: under the category as per Central Government minimum wages rates for the “Industrial workers - employed in BUILDING OPERATIONS – UNSKILLED”.
- (ii) One (1) Electrical worker - cum - Office Attendant for providing quality service in maintenance of all office/resident equipment under the category as per Central Government minimum wages rates for the “Industrial workers- employed in BUILDING OPERATIONS – SEMISKILLED.”

9. **Mode of Payment:** The payment shall be made by the Bank directly to the bank a/c of the Service Provider through NEFT or any other mode within 10th day of the succeeding month. The Service Provider in turn will ensure payment of amount to the bank a/c of the person deputed to the Bank within 3 days of receiving the payment.

10. Taxes as applicable from time to time, as per extant Tax Rules, relevant other rules (Acts) will be paid by Reserve Bank of India, Agartala / service provider to the appropriate authority [as per the extant instructions of the concerned authorities for payment of such tax].

11. The documentary evidence in respect of payment of PF, ESI and other applicable taxes will have to be produced every month to the Bank.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING WAGES TO THEIR WORKMEN FOR 365 DAYS A YEAR. THE PAYMENT SHALL STRICTLY BE AT THE DAILY RATE OF MINIMUM WAGES PRESCRIBED UNDER THE MINIMUM WAGES ACT, 1948 AND MINIMUM WAGES (CENTRAL) RULES 1950 AND THE NOTIFICATIONS ISSUED THERE UNDER BY THE GOVERNMENT OF INDIA FROM TIME TO TIME. THE CONTRACTOR SHALL MAINTAIN THE RELEVANT RECORDS WITH REGARD TO MINIMUM WAGES AS REQUIRED UNDER THE MINIMUM WAGES ACT / RULES / NOTIFICATIONS ISSUED BY THE GOVERNMENT OF INDIA FROM TIME TO TIME. THE CONTRACTOR MUST ENSURE THAT THE PAYABLE MONTHLY WAGES (28 OR 30 OR 31 DAYS AS THE CASE MAY BE) ARE CREDITED ELECTRONICALLY TO THE BANK ACCOUNTS OF THE WORKERS. AT THE END OF A COMPLETED YEAR OF PROVIDING SERVICE, IT MUST BE ENSURED THAT EACH LABOURER/WORKER, WHO HAS WORKED ON ALL WORKING DAYS DURING THE YEAR, SHOULD HAVE HIS BANK ACCOUNT CREDITED BY THE CONTRACTOR WITH THE TOTAL AMOUNT OF MINIMUM WAGES FOR FULL 365 DAYS AND NO LESS. THIS TOTAL AMOUNT SHOULD BE 365 MULTIPLIED BY THE

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APPLICABLE DAILY RATE OF MINIMUM WAGES AT CENTRAL GOVERNMENT RATES.

13. Alternate arrangement: In case on any day the person so deputed by the Service Provider is absent for any reason, it will be the responsibility of the Service provider to depute an alternate person to the Bank to perform the duties. The Bank shall not be liable to pay any additional amount, except in case of extended duty hours. However, non-deputation of alternative person as above by the service provider shall entail payment of bill on pro rata basis for the month concerned.

14. The Bank shall be sending notice to the service provider for immediate discontinuation of the service by the persons deputed, for any kind of act detrimental to the interest of the Bank.

15. The service provider shall realize and further educate the persons engaged with the Bank that the contract is not an appointment to the persons provided by the service provider but a contractual agreement between the Bank and the service provider.

16. The contractor/service provider shall deploy trained and competent person/s that are physically fit and do not suffer from chronic or communicable diseases. If the person so deputed is not in a position to attend service on any day(s), the service provider shall depute another person for the day(s) of absence and for this engagement no additional amount will be paid to the service provider. However, non-deputation of alternative person(s) as above by the service provider shall entail payment of bill(s) on *pro rata* basis for the month concerned.

17. The contractor/service provider shall undertake to indemnify the Bank for any losses/damages that may be caused to the Bank by the person/s deputed by him.

18. The contractor/service provider shall be fully responsible for ensuring compliance with all applicable laws/statutes enacted by Central/State Government or by Local Bodies and shall ensure non-violation of Labour Laws, Minimum Wages Laws as might be applicable. Any dues/claims/penalties arising out of any infraction of such laws/regulation shall be the sole responsibility of the contractor and no liability in this regard shall in any manner devolve upon the Bank.

19. (i) The contractor/service provider shall be solely responsible for full compliance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/ Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

(iii) The contractor/service provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violation by the employee of the contractor is proved.

(iv) The contractor/service provider shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

20. The contractor/service provider shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

21. (i) The contractor/service provider 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 Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

(ii) The contractor/service provider shall take all appropriate actions in respect of its employees to ensure that the obligations of non-disclosure of confidential information under this agreement is fully satisfied.

(iii) The contractor's/service provider's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

22. **Termination of Agreement:**

(i) Either party shall be at liberty to terminate the agreement by giving three clear calendar month's notice in writing.

(iii) Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to the Bank's satisfaction and/or.

a) The Contractor commits a breach of any terms and conditions of this agreement and/or.

- b) The Contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or,
- c) For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or.
- d) There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
- e) In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

23. That the Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the personnel deployed by the contractor which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such personnel/their families.

24. That all precautions shall be taken by the Contractor towards the safety of its employees deployed at the Bank and it will be the sole responsibility of the Contractor towards any untoward incident i.e. compensation etc., to its employees.

24. **Award of Contract**

- a) The Bank will award the contract to the successful evaluated bidder as per fulfilment of all the terms and conditions to this Tender.
- b) The Bank will communicate the decision through a “Letter of Offer”.
- c) The successful bidder will be required to execute a contract agreement within a period of 14 days from the date of issue of Letter of Offer.
- d) The successful bidder shall be required to furnish a Performance Bank Guarantee within 14 days of receipt of “Letter of Offer” for an amount of **₹58,000/- (Rupees Fifty-eight thousand only)** in favour of Reserve Bank of India, Agartala.
- e) The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- f) In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by the Contractor accordingly.
- g) The successful bidder may be assigned additional area of the Bank for the purpose of providing Housekeeping Services on the rates and terms mutually acceptable.
- h) The successful bidder shall mention, in the prescribed Performa, the number of personnel, propose to be deployed on day to day basis, for the smooth execution of the work.

i) The successful bidder shall mention, in the prescribed Performa, the number of personnel including supervisors he proposes to deploy on day to day basis, for the smooth execution of the work.

j) The bidder shall mention the list of cleaning equipment, major tools, cleaning materials etc. that he proposes to use in smooth execution of work.

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

SIGNATURE AND SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)

Section-I

PART II – FINANCIAL BID

THE DAILY RATES OF MINIMUM WAGES SHOULD BE IN COMPLETE CONFORMITY WITH THE DAILY RATES PRESCRIBED IN THE MINIMUM WAGES ACT 1948 AS PUBLISHED BY CENTRAL GOVERNMENT. KINDLY NOTE THAT THE STATE GOVERNMENT RATES ARE NOT TO BE QUOTED.

The quotes should be given as per **Table 1**. Quotes should be exclusive of GST. The amount of bonus, as applicable, shall be reimbursed as per actuals and should not be included in the quote. Quotes are to be made on per day per person basis, exclusive of GST. The system will automatically calculate the total amount.

In response to the above, and in full agreement with the terms and conditions and the pre-qualification criteria as stipulated by the Bank, I/We state as under.

Table 1

Sl. No.	Description	Housekeeping and Office Attendants (unskilled)	Electrician-cum-Office Attendant (semi-skilled)
1.	Wages (including VDA) per day (should not be less than the minimum amount shown in Table 2)		
2.	EPF (minimum 12% of Wages as in Sl. No.1) per day (should not be less than the minimum amount shown in Table 2)		
3.	ESIC (minimum 3.25% of Wages as in Sl. No. 1) per day (should not be less than the minimum amount shown in Table 2)		
4.	Service Charges per day (should not be zero or negative value)		
5.	Total cost per day per person (Sl. Nos. 1+2+3+4)		
6.	Total Cost for 365 days per person (Sl. No. 5 x 365)		
7.	Number of personnel	5	1
8.	Total cost for 365 days (Sl. No. 6 x Sl. No. 7)	(A)	(B)
9	Grand Total	(A)+(B)	

For Table-1, the amount quoted against Sl. Nos. 1, 2 and 3 should not be less than the amount shown against the respective/corresponding Sl. Nos. 1, 2 and 3 of Table-2. Any quote given in Table-1 which is less than the corresponding value in Table-2, will cause the bid to be summarily rejected.

For Service Charges (Sl. No. 4 of Table-1), the amount quoted should have positive value. If zero or negative value is quoted as service charges, the bid will be summarily rejected.

Only Sl. Nos. 1, 2, 3 and 4 are to be entered in the MSTC portal. Final Value will be calculated automatically.

Table-2 below shows the current Central Government Minimum Wages [*vide* Order dated October 12, 2020 issued by the Office of the Chief Labour Commissioner, Ministry of Labour and Employment, Government of India under File No. 1/20(1)/2020-LS-II].

Table 2 - Minimum Amount to be quoted

Sl. No.	Description	Housekeeping and Office Attendants (unskilled)	Electrician-cum-Office Attendant (semi-skilled)
1.	Wages (including VDA) per day per person	427	500
2.	EPF (minimum 12% of Wages as in Sl. No.1) per day per person	51.24	60
3.	ESIC (minimum 3.25% of Wages as in Sl. No. 1) per day per person	13.88	16.25

Please note:

Do not quote the rates here. Quote to be entered in MSTC website only.

The Total Amount will be calculated automatically by the system.

The financial bids of only the firms/agencies/bidders qualified in the technical bid will be opened for financial evaluation. The work will be awarded to the lowest bidder, which will be the party quoting the lowest amount against Sl. No. 9 of Table 1, *i.e.*, 'Grand Total'. In the event of a tie where multiple bidders have, in their financial bids, quoted the same lowest amount, the work will be awarded to the bidder which has the highest Average Annual Turnover in the last three Financial Years, *i.e.*, FY 2017-18, 2018-19 and 2019-20.

THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK ALSO RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.

Authorised signatory

(With name and seal)

E-Tender for Manpower, Maintenance and Housekeeping Services at Office Premises of RBI,
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Details of Bankers

(Annex- I)

(On Contractor/ Vendor letter head)

Sl.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 Contractor:	
9.	The period from which the Contractor has been banking with the Banker:	
10.	Any other information which the Contractor may like to furnish about its Banker	

Authorised Signatory

(With Name and Seal)

Clients Report

Annex II

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	Outstanding/VeryGood/Good/satisfactory/Poor
7	Did the firm go for arbitration?	
8	Any other information in your view will help us in making our decision	

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

Name & Signature of the Reporting Officer (with Office Seal)

Place:

Date:

Proforma for Performance Bank Guarantee

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

Place: _____
Date: _____

The General Manager (Officer-in-charge)
Reserve Bank of India
Human Resource Management Department
Agartala

Dear Sir,

Contract for Providing Manpower and Housekeeping Services in Office Premises and Leased Residential Accommodations of Reserve Bank of India.

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 2nd floor, Jackson Gate Building, Lernin Sarani, Agartala-799 001 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND

Whereas the Contractor is bound by the said Contract to submit to Reserve Bank of India, Agartala a Performance Bank Guarantee for a total amount of **₹58,000/- (Rupees Fifty-eight thousand only)** for the due fulfilment by the said Contractor 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 Contractor, do hereby undertake to pay to the Reserve Bank of India, an amount not exceeding **₹58,000/- (Rupees Fifty-eight thousand only)** as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of **₹58,000/- (Rupees Fifty-eight thousand only)** or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance

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Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of **₹58,000/- (Rupees Fifty-eight thousand only)**.

2. We also agree to undertake and confirm that the sum not exceeding **₹58,000/- (Rupees Fifty-eight thousand only)** as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding **₹58,000/- (Rupees Fifty-eight thousand only)**.

b) Our liability under these presents shall not exceed the sum of **₹58,000/- (Rupees Fifty-eight thousand only)**.

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to Sixty (60) days beyond the Defect liability period provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any

extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the _____ day of _____(Month) (Year) being herewith duly authorized.

For and on behalf of (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

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