



Reserve Bank of India
Human Resource Management Department, Bhubaneswar

NOTICE INVITING e-TENDER

Tender for Service contract for Maintenance, Housekeeping and Catering arrangements at (Reserve Bank of India) Visiting Officers' Flat (VOF) and Only Maintenance and Housekeeping contract at Transit Holiday Home (THH) and Medical Flats situated at Bhubaneswar

1.	Tenders by e- tendering process are invited from Vendors at its Bhubaneswar Office for the "Tender for Service contract for Maintenance, Housekeeping and Catering arrangements at (Reserve Bank of India) Visiting Officers' Flat (VOF), and Only Maintenance and Housekeeping contract at Transit Holiday Home (THH) and Medical Flats situated at Bhubaneswar". 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 10, 2021 from 06:00 PM . A pre-bid meeting will be held on March 04, 2021 at 11:00 AM . 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/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.	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. The EMD of Rs.62,600/- (Rupees Sixty Two Thousand Six Hundred 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																
7.	The schedule of the tender is as follows:																
	<table border="1"> <thead> <tr> <th>Activity</th> <th>Tentative date</th> </tr> </thead> <tbody> <tr> <td>e -Tender no.</td> <td>RBI/Bhubaneswar/Bhubaneswar/16/20-21/ET/534</td> </tr> <tr> <td>ii. Mode of Tender</td> <td>e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprhome/rbi)</td> </tr> <tr> <td>iii. Estimated Cost</td> <td>Rs.31,30,000 /- (Inclusive of GST)</td> </tr> <tr> <td>iv. Date of NIT (along with complete tender) available to parties to download- Tender activation on portal-Tender 'Live' for all</td> <td>February 10, 2021 at 06:00 PM onwards</td> </tr> <tr> <td>v. Date and time for start of Off-line Pre-bid meeting</td> <td>March 04, 2021 at 11:00 AM.</td> </tr> <tr> <td>vi. Security-Deposit/Bank Guarantee</td> <td>Only the successful bidder will be required to provide Security Deposit of 5% of the contract value and the same shall be deposited till the duration of the Contract. Failure to submit Security Deposit 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.62,600/- (Rupees Sixty Two Thousand Six Hundred only) submitted by it shall be forfeited</td> </tr> <tr> <td>vii. Earnest Money Deposit</td> <td>Every Bidder has to remit Rs.62,600/- (Rupees Sixty Two Thousand Six Hundred only) as EMD to Reserve Bank of India account up to 12:00 PM on March 15,2021. The account details for NEFT transactions are as under: Beneficiary name: - Reserve Bank of India</td> </tr> </tbody> </table>	Activity	Tentative date	e -Tender no.	RBI/Bhubaneswar/Bhubaneswar/16/20-21/ET/534	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.31,30,000 /- (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 10, 2021 at 06:00 PM onwards	v. Date and time for start of Off-line Pre-bid meeting	March 04, 2021 at 11:00 AM.	vi. Security-Deposit/Bank Guarantee	Only the successful bidder will be required to provide Security Deposit of 5% of the contract value and the same shall be deposited till the duration of the Contract. Failure to submit Security Deposit 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.62,600/- (Rupees Sixty Two Thousand Six Hundred only) submitted by it shall be forfeited	vii. Earnest Money Deposit	Every Bidder has to remit Rs.62,600/- (Rupees Sixty Two Thousand Six Hundred only) as EMD to Reserve Bank of India account up to 12:00 PM on March 15,2021. The account details for NEFT transactions are as under: Beneficiary name: - Reserve Bank of India
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		<p>IFSC code: RBIS0BBPA01</p> <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 Security-Deposit 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>	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s MSTC Ltd.
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>	March 05, 2021 at 12:00 pm
xi.	<p>Close Bid date - Date of closing of online e – tender for submission of Techno-Commercial Bid and Price Bid</p>	March 15, 2021 at 12:00 pm
xii.	Part I Bid opening date	March 15, 2021 at 03:00 pm
xiii.	Part II Bid opening date	Shall be informed separately to parties
8.	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.	

**Regional Director
Reserve Bank of India
Bhubaneswar**



Reserve Bank of India
Human Resource Management Department
Bhubaneswar

DISCLAIMER

Reserve Bank of India, Human Resources and Management Department, Bhubaneswar, has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for Housekeeping, Maintenance and Catering Arrangements at (Reserve Bank of India) 18 Visiting Officers' Flat (VOF) situated at RBI Officers' Quarters' Nayapalli, Bhubaneswar and only Housekeeping and Maintenance of 4 THH (Transit Holiday Home) and 2 Medical flat situated at RBI, Staff Quarters, Vidyut Marg, Unit- IV, Bhubaneswar.

The service contract initially shall be valid up to one year only from the date specified in the contract. It may be further renewed for two years (One year at a time) subject to satisfactory performance by the vendor. This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive.

Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents. The Bank reserves the right not to proceed with this tender, 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 tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

Regional Director
Reserve Bank of India
Bhubaneswar

Table of Contents

Description	Page No.
Notice inviting E - Tender	1-3
Disclaimer	4
Table of Contents	5
Important instructions for E - Procurement	6-11
Part I Techno -Commercial Bid	12
Part – I (Techno-commercial Bid)	
Section I -Eligibility/pre-qualification Criteria and important information	13-16
Checklist of documents to be submitted with Tender	17-18
Important Information	19 -20
Section II - Scope of work	21-30
Section III - General Instructions to Bidders	31-39
Section IV - Special conditions of the contract	40-47
Section V - Form of Tender	48-50
Section VI - Details of Bidders and bankers	51-54
Section VII - Techno-commercial Conditions	55
Section VIII - Scrutiny of Offers	56-57
Section IX - Draft articles of agreement	58-71
Declaration	72
Annexure-I - List of similar services/works	73
Annexure-II - Performa of Banker's Solvency Certificate	74
Annexure-III - NEFT Details	75
Annexure-IV - Power of Attorney	76
Annexure-V - Tentative menu to be provided for Breakfast / Lunch / Dinner	77-78
Annexure-VI - List of items in Welcome Kit	79
Annexure-VII - Declaration	80
Part – II – Price Bid Proforma	81-86

Important instructions for E-Procurement

1.	The techno-commercial bid and price bid has to be submitted on-line at https://www.mstcecommerce.com/eprochome/rbi
2.	<p>System Requirements: -</p> <p>(i) Windows 7 or above Operating System.</p> <p>(ii) Signing type digital signature.</p> <p>(iii) Kindly ensure that TLS 1.2 is enabled on your Internet Explorer browser to access the website. Please check through Tools --> Internet Options --> Advanced tab on Internet Explorer browser. For better browsing of the website, please use Internet Explorer version 10 or above.</p> <p>(iv) Signing type digital signature i.e 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”.</p> <p>Other Settings:</p> <p><input type="checkbox"/>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>(v) To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level</p> <p>(vi) Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.</p>
3.	<p>Registration: -</p> <p>(i) 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 techno-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 computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p>

	<p>(ii) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. Depts. → Click On RBI → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>(iii) 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 MSTC/the Bank, (before the scheduled time of the e- tender).</p>
4.	<p>Transaction Fees</p> <p>(i) The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login.</p> <p>The vendors have to select the particular tender from the event dropdown box.</p> <p>(ii) The vendor shall have the facility of making the payment either through NEFT or any other Online Payment.</p> <p>(iii) On selecting the online mode, 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.</p> <p>(iv) On selecting Online Payment, the vendor shall have the provision for making payment using its Credit/ Debit Card/ Net Banking.</p> <p>(v) 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. The 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 – Bidder(s) 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.

Bidding in e-tender:

(i). Vendor(s) need to submit necessary EMD, wherever applicable, and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

(ii) The process involves Electronic Bidding for submission of techno-commercial Bid.

(iii) Only, the vendor(s) who have submitted transaction fee can only submit their techno-commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

(iv) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they must fill up Common terms and other specification and save the same. After that click on the techno-commercial bid. If this application is not run, then the vendor will not be able to save/submit his techno-commercial bid.

(v) After filling the techno-commercial Bid, vendor should click 'save' to record their techno-commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Once both the Technical bid and Price Bid has been saved, the vendor can click on the "Final submission" button to register their bid.

(vi) Vendors are instructed to use **Attach Doc button** to upload documents. Multiple documents can be uploaded.

(vii) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

(viii) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

(ix) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

(x) 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

	<p>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>(xi) 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>(xii) 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>(xiii) 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>
<p>6.</p>	<p>Opening of Bids</p> <p>(A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p> <p>Note: As there would generally be no negotiations hence tenderers are advised to submit their most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
<p><u>7.</u></p>	<p>Contact Details (MSTC) for further enquiries/assistance:</p> <p>i) Ms Unneti - Mobile- 9639656353 – unneti@mstcindia.co.in, Google hangout ID- (for text chat)- mstceproc@gmail.com, Office – 0771-2432481</p> <p>ii) Help Desk – 033- 22901004, 033-40609118, 033-40645207, 033 - 40645316 and 033 -22895064–</p>

	<p>helpdesk@mstcindia.co.in</p> <p>Contact Persons:</p> <p>RBI, HRMD, Bhubaneswar, Regional Office</p> <ul style="list-style-type: none"> i. Shri B.N.Sethy, A.M, Contact No.- 9861291826 ii. Shri N. C Panda, AGM, Contact No.- 8420728074 iii. Shri T.K.Mahapatra, AGM,Contact No.- 7854922292
8.	Bidders are requested to read the terms & conditions of this tender before participating in the tendering process.
9.	All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by the Bank. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate) throughout the entire period of tendering process.
10.	E-tender cannot be accessed after the due date and time mentioned in NIT.
11.	<ul style="list-style-type: none"> (i) The bid will be evaluated based on the filled-in techno-commercial formats. (ii) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. <p>The bidders must upload all the documents required as per terms of the NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>

12.	<ul style="list-style-type: none"><li data-bbox="336 194 1382 293">i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.<li data-bbox="336 293 1382 434">ii. All entries in the tender should be entered in online techno-commercial Formats without any ambiguity.
13.	The Bank 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.



RESERVE BANK OF INDIA

HUMAN RESOURCE MANAGEMENT DEPARTMENT

Bhubaneswar

Part –I

(Techno-commercial Bid)

E-Tender for Service contract for Housekeeping, Catering and Maintenance of 18 (Reserve Bank of India) Visiting Officers' Flat (VOF) situated at Nayapalli and only Housekeeping and Maintenance of 4 THH and 2 Medical Flat at RBI Staff Quarters, Vidyut Marg, Unit –IV, Bhubaneswar

Name of Tenderer: _____

Address: _____

Landline/Mobile No: _____

Email Id: _____

Date of Starting of e-Tender:	February 10, 2021 at 6:00 PM
Date of Offline Pre-Bid Meeting:	March 04, 2021 at 11:00 AM
Due Date of Submission:	March 15, 2021 at 12:00 PM
Date of Opening of Part I of Tender:	March 15, 2021 at 3:00 PM
Venue:	Human Resource Management Department Reserve Bank of India Pt. Jawaharlal Nehru Marg, Secretariat Marg. Bhubaneswar- 751001.

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Section – I Eligibility/Pre-qualification Criteria & Important Information

1.1	Name of the work:
<p>Service Contract for providing Housekeeping, Catering and Maintenance of 18 VOF Visiting Officers' Flat (VOF) situated at RBI Officers, Nayapalli, Bhubaneswar and only House Keeping and Maintenance of 4 THH (Transit Holiday Home) and 2 Medical Flat at RBI, Staff Quarters, Vidyut Marg, Unit- IV, Bhubaneswar.</p>	
1.1.1	Eligibility/Pre-qualification Criteria:
(a)	<p><u>Registrations</u></p> <p>(i) The bidder should be registered with the appropriate Government authority and should be a well-established organization.</p> <p>(ii) The bidder must have GST Registration, Registration under Employee State Insurance Act, EPF registration, registration under labour and employment office and MSE registration (if applicable).</p> <p>(iii) The bidder should have Permanent Account Number.</p> <p>Documents to be submitted –</p> <p>(a) Copy of Certificate of Registration, Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed.</p> <p>(b) Certificate of registration from Employees' State Insurance Corporation (latest).</p> <p>(c) Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).</p> <p>(d) GST Registration Certificate.</p> <p>(e) Certificate of Registration under labour and employment office.</p> <p>(f) Copy of Permanent Account Number of firm.</p> <p>(f) MSE registration certificate (if applicable).</p>

(b)	<p><u>Experience</u></p> <p>The Bidder should have the experience in maintaining Guest Houses of reputed Organizations (Government Departments/ Public Sector (Central or State)/ reputed private sector companies/ multinational corporations/ Public or Private Sector banks/ hotels having not less than 15 rooms and directly running their own kitchen and upkeep of the hotel) for a period of a minimum of three years. The bidder should have carried out similar works for minimum one-year duration in the last two years.</p> <p>“Similar work” is defined as Service Contract for providing Housekeeping and Catering Arrangements.</p>
(c)	<p><u>Performance report/Client certificate</u></p> <p>The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished as per Annexure – I</p> <p>(i) Client Reports in client’s letterhead duly signed by appropriate authority showing the details of work carried out during the last 3 years ended December 31, 2020 must be enclosed along with techno-commercial Bid.</p> <p>It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and reject such bids.</p> <p>If the bidder has served any office of the Bank in the past or providing service to any office of the Bank, it is mandatory for the bidder to submit client certificate from such office of the Bank.</p> <p>Documents to be submitted –</p> <p>(a) Information as per Annexure -I</p> <p>(b) Client Reports/Certificates as mentioned in paragraph (ii) above.</p>

(d)	<p>(i) The agency must be profitable for last three consecutive years. The year-wise profits (2017-18, 2018-19 and 2019-20) duly supported by CA Certificate/ Certified copy of Balance Sheet shall be provided.</p> <p>(ii) The Agency should submit Income Tax Return Certificate/ Assessment Order and audited Balance Sheet for the past three financial years.</p> <p>Note-</p> <p>i. In case of non-availability of Audited Balance Sheet for the FY 2019-20, the bidder can submit GST Return for the FY 2019-20 or a provisional Balance Sheet certified by a Chartered Accountant.</p> <p>ii. In case, income tax returns for the FY 2019-20 is not available, income tax returns for the FY 2016-17, 2017-18 and 2018-19 can be submitted.</p>
(e)	<p>Should have average annual turnover of ₹ 32.00 lakhs or more during the last three financial years ending March 31, 2020.</p> <p>Documents to be submitted –</p> <p>(a) Copies of the Income Tax Returns along with latest audited final Balance Sheet of the business of the Bidder duly certified by a Chartered Accountant.</p> <p>(b) Certificate of turnover for the last three financial years issued by a Chartered Accountant.</p> <p>Note-</p> <p>i. In case of non-availability of Audited Balance Sheet for the FY 2019-20, the bidder can submit GST Return for the FY 2019-20 or a provisional Balance Sheet certified by a Chartered Accountant.</p> <p>ii. In case, income tax returns for the FY 2019-20 is not available, income tax returns for the FY 2016-17, 2017-18 and 2018-19 can be submitted.</p>
(g)	<p>Bankers' solvency certificate of value not less than ₹ 32.00 lakhs as per the Proforma given in Annexure II along with the techno-commercial</p>

	Bid. Date of issue of Solvency Certificate must not be earlier than Nov 01, 2020.
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1.1.2 Other terms and conditions

- (a) Track record of the Bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police / Court / Regulatory authorities against the Bidder. If found at any stage during the evaluation or after the award of contract that the Bidder had withheld or misrepresented facts and information in these regards the Bid shall be rejected.
- (b) The Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- (c) The Bidder must not have been suspended / delisted / blacklisted by any organization on any grounds.
- (d) The bidder should not have rescinded/abandoned any contract awarded by his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof, in the absence of the same a declaration to that effect to be furnished in [Annexure VII](#).

Check List of Documents to be submitted with the tender

Sr. No	Prequalification documents	Attached Yes/No
1.	Tender documents signed and stamped (Part-I)	
2.	EMD of ₹62,600/- wherever applicable should be remitted through NEFT. Details of NEFT should be attached. Details of NEFT is given in Annexure III .	
3.	<p>Proof of average annual financial turnover of Bidder during the last 3 years ending March 31, 2020 (i.e. For the Financial Year 2017-18, 2018-19, 2019-20.</p> <p>Copies Income Tax Returns along with latest audited final Balance Sheet of the business of the Bidder duly certified by a Chartered Accountant, certificate of turnover issued by a Chartered Accountant should be enclosed as proof of the bidders' turnover for three years ending March 31, 2020.</p> <p>Note –</p> <p>i. In case of non-availability of Audited Balance Sheet for the FY 2019-20, the bidder can submit GST Return for the FY 2019-20 or a provisional Balance Sheet certified by a Chartered Accountant.</p> <p>In case, income tax returns for the FY 2019-20 is not available, income tax returns for the FY 2016-17, 2017-18 and 2018-19 can be submitted.</p>	
4.	The client-wise list of similar work(s), year(s) of execution of work(s) and actual value 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 as per Annexure – I .	
5.	The details along with documentary evidence of previous experience if any, of carrying out similar works for the Bank at any other center. Details of work experience shall be supported	

	by work orders.	
6.	Client reports in client's letterhead showing the details of work carried out during the last 3 years, period of work, comments on performance/quality, amount of work, arbitration, if any, general behavior, technical proficiency, compliance with statutory requirements by vendor must be enclosed in along with techno-commercial Bid.	
7.	Copy of Permanent Account Number (PAN)	
8.	Proof of Registration with ESI.	
9.	Proof of Registration with EPF authorities.	
10.	Proof of Registration with /GST authorities.	
11.	Proof of Registration under Labour laws.	
12.	MSE Registration certificate, if applicable.	
13.	Particulars of the Bidders and their Bankers as per Section VI.	
14.	Copy of the Certificate of Incorporation/Articles of Association/Memorandum of Association/ Partnership Deed/ registration under Shops and Establishment Act and any other similar relevant document.	
15.	Power of Attorney in favour of the person signing the tender documents in case of a Company.	
16.	Bankers' Solvency certificate of value not less than ₹32.00 lakh as per the proforma given in Annexure II along with the techno-commercial Bid.	
17.	Declaration as per Annexure VII	

Place:

Signature and seal of the Bidder

Date:

1.2 Important Information:

Estimate annual cost of the work (inclusive of cost of labour, material and other services)	<u>₹ 31,30,000/- per annum (Including GST)</u>
Earnest Money Deposit (EMD)	EMD of ₹ 62,600/- by way of a NEFT using details given in Annexure III
Date and place of Pre-Bid meeting	At 11:00 AM on March 04, 2021 at Conference Hall, Reserve Bank of India, Pandit Jawaharlal Nehru Marg, Bhubaneswar, Odisha. to answer any queries / provide clarifications that the Bidders may have in connection with the work / tender and to give them relevant information regarding the same. No separate communication will be sent for this meeting. The tenderers are expected to get all the issues/doubts clarified during this meeting.
Last date of submission of completed Bid	March 15, 2021 up to 12.00 PM.
Date and time of opening of Techno-commercial Bids	March 15, 2021 at 03:00 PM.
Date and time of opening of Financial Bids	Shall be intimated to all Bidders later after scrutiny of techno-commercial Bids
Commencement Date	As specified in the work order
Security Deposit	Security Deposit (Clause 4.11 in section IV)
Power of Attorney	Shall be submitted in favour of the person signing the tender documents in case of a company.
Payment condition	Refer Clause 4.6 in Section IV
Penalty	As specified in Clause 4.5 in Section IV

Validity of the tender	90 days from the date of opening of techno-commercial Bid
All disputes arising shall be subject to the jurisdiction of courts in	Bhubaneswar
Contact person for communication in connection with this tender	Shri B.N.Sethy, A.M, HRMD, RBI, Bhubaneswar Contact No.- 9861291826

1.3	The Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Bidder shall have any cause of action or claim against the Bank for rejection of his Bid.
1.4	All information submitted in response to this tender shall be the property of the Bank and it shall be free.

Regional Director
Reserve Bank of India
Bhubaneswar

Section II- Scope of Work

2.1	Scope of Work - During the contract period, the contractor shall be responsible for Housekeeping and Catering Arrangements of Bank's 18 Visiting Officers' Flat (VOF) situated at RBI Officers Quarters, Nayapalli, Bhubaneswar and 4 THH (Transit Holiday Home) and 2 medical Flat at RBI Staff Quarters, Vidyut Marg, Unit IV, Bhubaneswar, Odisha. Note: "VOF" shall mean the site of the contract works i.e. Reserve Bank of India's VOF presently situated at in separate blocks at RBI Officers Quarters, Nayapalli, Bhubaneswar and 4 THH (Transit Holiday Home) and 2 Medical Flat at RBI Staff Quarters, Vidyut Marg, Unit IV, Bhubaneswar, Odisha or any other place taken on lease by the Bank in Bhubaneswar in future for the purpose of its VOF.
2.1.1	Reception/Supervisor/Caretaker
a)	Attend to him, receive him, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, to be provided by the Bank, may be made. The Bank will reserve the rooms and intimate the Agency through online allotment advices. The Agency/ Agency's staff shall not allot rooms on his own. Accompany guests to his room and offer help to carry his baggage to the allotted room, ensure his comforts, offer him tea/ coffee/ food, etc. suiting the time.
b)	Ensure availability of specified items such as tea bags/ coffee sachets/ milk and sugar sachets/ sugar free tablets, bath/ toilet kit in the room as advised by the Bank and ensure availability of drinking water bottle in each room.
c)	When the guest checks-out, bill for boarding and lodging are to be prepared and signed by the guest. Collected cash towards room tariff will be remitted through NEFT to the Bank on monthly basis. For this purpose, the register to be produced physically to the Office on monthly basis, the conveyance charges for the same will not be paid by the Bank.

d)	At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests is in order with respect to assets of the Bank. A quick check to be carried out for the purpose before the guest leaves the VOF. Simultaneously, it shall be ensured that the guest has not left behind any of his belongings in the room. If any belonging of the guest is noticed after he has left then immediately inform the Bank officials for sending the same to the guest.
e)	The keys are to be collected from the guests moving out or checking out from VOF.
f)	The Agency's boys shall not seek any tips or favour from the guests for the services rendered.
g)	To order for newspapers and magazines as advised by the Bank, coordinating with the newspaper agents. Payments of the bills to newspaper agency will be paid by the Bank at the end of the month.
h)	Feedbacks should be obtained from all officers/employees/their family members of the Bank while checking out, on the form prescribed by the Bank. Feedbacks must be submitted to RBI, Bhubaneswar Office on quarterly basis.
2.1.2	Catering Services.
a)	Providing catering services to the officers/Staff/ their family members of the Bank residing in VOF (on temporary basis) on all days, as per the item wise rate/charges given in Annexure- V . Charges for the same shall be borne by the employees/Guests and paid in the form of Cash/UPI. Menu for the Canteen shall be drawn on mutual consent. Changes in price of food items, if any, will be decided by the Bank based on market rates. The decision of Bank in this regard will be final.
b)	Preparation of Tea/ Coffee, Breakfast, Lunch, Dinner etc. The timing for services shall be as informed by the Bank in advance to the Agency's staff.
c)	The menu may be altered for specific guests / special occasions / functions as desired by the Bank, within the overall scope of the menu.
d)	The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements

e)	The Agency's staff shall take care to provide healthy food to the guests as per the standard menu prescribed by the Bank. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
f)	The Agency's staff shall be responsible for procurement of raw materials and ingredients. Good quality (AGMARK/ FSSAI marked) raw materials and oils shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.
g)	Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
h)	Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or Fish; and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
i)	All vegetables, fruits etc. used shall be fresh and shall not be rotten or over ripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry. The Agency's staff shall store sufficient quantity of high-quality ingredients in the available place in the VOF to ensure preparation of food items in time.
j)	The Bank's authorized official has the right to test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.
k)	The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
l)	The Agency's staff shall provide efficient and prompt service to all members. The Agency's staff shall perform the service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials,

	the Agency shall rectify the shortcoming immediately.
m)	The Agency should ensure that they appoint well qualified & experienced cook for all types of food preparation.
n)	The Agency's staff should ensure total cleanliness and regular cleaning of facilities in the kitchen. In order to maintain hygiene level, the personnel shall wear caps, masks and gloves while preparing food. Routine cleaning and proper handling of kitchen equipment required for food production will be the Agency's responsibility.
o)	The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities, the same shall be borne by the Contractor. The Bank will not pay any fine or penalty that may arise/ or that may be imposed on account of the fault of the Contractor. The Contractor shall be personally and solely responsible for any consequences due to food poisoning, if any. Besides the Bank may initiate further stringent action, as deemed fit.
p)	Food shall be cooked only in the kitchen provided. Contractor shall not bring or serve any food prepared or cooked outside, except when instructed by the Bank. No outsider shall be permitted inside the Kitchen. Food shall not be served to any outsider, either on payment or free of cost, except as advised by the Bank.
q)	The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price.
2.1.3	Maintenance/ Housekeeping Services
a)	Bank's Visiting Officers' Flat (VOF) presently RBI Officers Quarters, Nayapalli, Bhubaneswar and 4 THH (Transit Holiday Home) and 2 medical Flat at RBI Staff Quarters, Vidyut Marg, Unit IV, Bhubaneswar, Odisha , may depute their local representative to visit the place for its own assessment.
b)	The Agency will provide welcome kits, newspapers, tea/coffee/sugar/milk sachets, etc., List of the items to be provided in the welcome kit will be furnished to the successful Tenderer at the time of execution of agreement.

c)	All the rooms shall always be kept neat and tidy to enable the Bank to allot the rooms at any time. To ensure supply of adequate amount of good quality and reputed brand of cleaning materials and cleaning of linen, upholstery, kitchen equipment and cutlery/crockery for the VOF.
d)	Linen like towels (hand and bath), bed spreads and bed sheets as also the inner sheets to Quilts/Comforters should be changed immediately after the guest checks-out and after every two days if the room is continuously occupied.
e)	Bed linen, pillow covers and towels should be regularly washed and kept in clean condition for use. The bed sheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out once in six months. The services of dry cleaners may be engaged for washing blankets/ quilts/ comforters which is required to be done once in six months.
f)	Room fresheners and mosquito repellent (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required. The cost of same shall be reimbursed by the Bank on monthly basis on production of proper bills.
g)	The Agency shall be responsible for making the bed and clean all rooms daily. All rooms, bathrooms and toilets are to be cleaned with high quality disinfectants (use of acid is strictly prohibited).
h)	The Agency shall ensure that the cleaning/ housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
i)	The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc. provided in the VOF rooms and other places.
j)	Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers, bathroom fittings, bulbs, etc. and regular reports of the same to be maintained.

k)	The Agency shall ensure proper functioning of all systems in the VOF such as electrical, electronics, sanitary and water supply. In case of any complaints regarding plumbing/ electrical/ carpentry, etc., and/or need for replacement of any equipment, the Bank may be informed immediately.
l)	The Agency has to ensure the following weekly services: - (i) Washing and scrubbing of floor area with detergents. (ii) Removal of cobwebs, dusts, termites, insects, pests etc. (iii) Windows sponging and cleaning. (iv) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free. (v) Cleaning of dustbins and buckets with detergents. (vi) Cleaning of sanitary wares by using reputed /branded products.
2.1.4	FACILITIES PROVIDED BY THE BANK INCLUDE
a)	Kitchen with all necessary facilities like gas stoves, grinder, mixers, refrigerators, microwave, almirah for storage of linen and facility for storage of crockery / food grains etc.
b)	Crockery, cutlery and all cooking utensils/pans, pressure cookers etc.
c)	Furniture in rooms, dining halls, lounges, office rooms, etc.
d)	Appliances like TV, ACs, Geysers, Washing Machines, and Water Purifier etc. All the available capital equipment will be given on as-is, where-is condition.
e)	The Agency will have full responsibility of proper upkeep, maintenance and custody of the linen, crockery, equipment, and vessels etc., handed over to them by the Bank.
f)	One small room at the VOF is available for the use of vendor, if required.
g)	All the items supplied by the Bank at its expense for the purpose of running VOF will be Bank's property for all intents and purposes.
h)	The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Agency at full cost. However, damages/ breakages in crockery due to natural causes will be viewed leniently by the Bank. In regard to natural wear and tear of any such item, the decision of the Bank shall be final and binding on the Agency. However, the Agency

	shall maintain records for all such damages/breakages.
2.4	LP Gas – The Bank shall provide commercial LPG gas connection only and the Contractor shall arrange for regular supply of commercial LPG gas refills at his/her own cost and pay directly to the gas dealer. The Contractor must ensure prompt and uninterrupted supply of gas by placing order with the dealer sufficiently in advance and arrange for alternative sources when there is any short supply of gas.
2.5	Electrical Fittings and Water – The Contractor shall keep the usage of water and electricity restricted to a reasonable level. If it is found that water and electricity are not used properly and involves any wastage, the Bank reserves the right / option to levy penalty on the agency.
2.6	PERSONNEL
a)	The Successful Agency shall make all appropriate arrangements for smooth running of VOF operations. (i) VOF are operational on all days of week means booking is done for guest during 24*7*365 days. Sometimes during the Peak season VOFs may be booked to full capacity and sometimes during lean season bookings will be less. Bidders shall manage the weekly off of the personnel in such a way that sufficient manpower is available all the time (365 days).
b)	The details of minimum manpower requirement at the VOF are as under: (i) Supervisor – 1 – Skilled (ii) Cook – 1 – Skilled. (iii) Asst. Cook-1- Semi Skilled. (iv) Helper boy – 7 – Un Skilled Manpower requirement may vary with addition of new VOFs / THH / Medical Flats, the agency should be in a position to augment more manpower, if required.
c)	The Agency shall provide documentary evidence of Worker being two Skilled, one Semi-Skilled (Certification course/Degree /Diploma / Experience certificate in cooking or hospitality or housekeeping) and seven unskilled manpower to ensure smooth operation of the services as set forth

	in the Scope of Work and Services.
d)	In the event of any person deployed by the Agency being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve. The replacement/reliever in case of leave/exigency should be having similar qualifications and experience.
e)	Police verification of each and every person deployed is necessary and mandatory. It will be the sole responsibility of the firm to get proper police verification done in respect of all the staff deployed.
f)	In case of change of personnel by the agency, the same should intimated on the same day and the agency should submit the relevant documents (ID proof, address proof, police verification report etc.) of new employee. The Agency, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
g)	The Agency shall be solely responsible for providing all requirements of his labourers, including: <ul style="list-style-type: none"> (i) Payment of wages and all other statutory dues. Collection and payment of all taxes on behalf of his employees and any other applicable statutory requirements such as PF, ESI, Bonus, etc., made by any Government Authority having jurisdiction. (ii) Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.
	<ul style="list-style-type: none"> (iii) All insurance and safety aspects pertaining to Agency's employees are the Agency's liability. (iv) The personnel employed by the Agency shall be healthy in all respects and shall produce medical certificates to substantiate the same. Medical check-up shall be done once in a year. (v) The personnel employed by the Agency shall be trained to handle fire- fighting systems, administer first aid in emergencies, etc.

h)	The Agency shall ensure that all his employees turn out in clean, appropriate uniforms, badges at all times on duty. In order to maintain hygiene level, the personnel shall wear caps, masks and gloves while serving food. Smoking, eating or chewing of tobacco/ zarda/ gutka, etc., spitting is strictly prohibited.
i)	The personnel should have pleasing personality, courteous, be good in communication with guests and be experienced to serve guests of high levels. Hence, the Agency should preferably engage personnel who are well versed in Hindi. Further, personnel should also be able to understand English.
j)	One dedicated mobile with dual SIM (with number) will be provided by the Bidder to the supervisor/s at its own cost.
k)	The Agency will be solely responsible for the operation of the VOF. However, the operation will be monitored by the designated officials of the Bank. The Agency will also ensure availability of a responsible person on round-the clock basis for contact by the designated officials of the Bank.
l)	The Agency shall engage sufficient number of competent employees as per 2.6 b) of this documents for running the VOF. Expenses on account of payment of salary / wages / providing of food /eatables for Agency's employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the Agency's employees shall be met by the Agency. The Agency shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The Agency shall be solely responsible for any claim arising out of employment or termination of his employees and for statutory payments.
m)	The Bank has no responsibility whatsoever of the Agency's employees and the Agency will be solely responsible for managing its employees. In the event of any dispute between the Agency and its employees, the Agency alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.

n)	In case any personnel of the Agency is injured during the course of performing his duty/their duties it shall be the sole responsibility of the Agency to extend all medical help, financial help etc. without charging any cost to the Bank.
o)	In case the Bank is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency/ Agency itself, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency.
p)	The Agency shall, whenever required by the Bank or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
q)	The Agency shall produce documentary evidence in proof of effecting the said statutory payments whenever required. Non-observance of the provisions will be construed as default by the Agency to make such payment, and payment of his bill will be withheld.
r)	The Bank will not make any separate payment towards the expenses incurred by the Agency for complying with the above or any of the statutory provisions regarding their employees.
s)	The Agency shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the Agency or its employees happen to be operating / working. In the event of any of the Agency's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Agency shall remove forthwith such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.

Section III: General instructions to Bidders

3.1	Tender Document:
3.1.1	Tender shall consist of this document having Nine Sections along with any annexures, schedules, addendum or corrigendum etc. issued by the Bank for the purpose.
3.1.2	Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
3.1.3	Tenderers are advised to use only the forms (tender books) uploaded on MSTC portal. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may upload so on their own letter head/paper. Each page of the tender forms shall be signed and returned.
3.1.4	Eligibility criteria shall be as per clause 1.1.1 in Section I of the tender document.
3.2	Amendment to tender document
3.2.1	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.
3.2.2	Any such amendment will be hosted on the MSTC Portal. The addendum (s) issued will form part of the tender documents.
3.2.3	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.
3.3	Preparation of Bid: Tender in prescribed form shall be submitted in two parts – Part I Techno-commercial and Part II Financial.
3.3.1	Techno-commercial Bid

(i)	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 and the proof of EMD of ₹62,600/- (2% of the estimated amount)
(ii)	Bidder must fill all the details specified in various sections.
(iii)	EMD shall be part of Techno-commercial Bid. The amount of EMD is as given above. No interest is payable on the EMD.
(iv)	The tender documents must be without any ambiguity and if any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
3.3.1 (A)	Minimum Wages - Rates quoted must confirm the extant Minimum Rates of Wages as per the Ministry of Labour & Employment, Government of India for all the components except the Administrative Cost plus profit margin (Tenderer's Charges) element.
3.3.2	Financial/Price Bid: Part-II of the tender will contain no conditions, but tenderer's price Bid only as given in Part II . Special Note: - The bidder should quote price as per format prescribed in Part II as available in MSTC portal (in excel sheet). Sl No.(i-iv) of Part-II of Tender document will include Fixed Cost to Vendor for statutory payment or mandatory payment to workers for minimum wages (as per Ministry of Labour & Employment, Government of India), EPFO, ESIC contribution and Bonus payment etc. for one Months (26 days per month) for all 10 Workers (2 Skilled, 1 semi-skilled and 7 unskilled).
	Header b,c,d Part-II of Tender document will include Administrative Cost plus profit margin i.e. all payment over and above minimum wages, administrative charges for running the business (such as cost of cleaning materials, laundry, drycleaning, provision of uniform and other amenities to worker) etc and profit margin. Rates quoted should be for per year and inclusive of all incidental charges. All charges should be including of GST wherever applicable. Note: Tenders having quoted rates below the prescribed minimum wages

	under fixed cost (Row A to F of the Part II excel sheet), will be rejected.
(i)	<p>The rates quoted shall be inclusive of reliever charges. No extra amount will be paid for posting a reliever.</p> <p>The bidder should ensure that the Basic Wages plus VDA quoted in financial bid should confirm the current minimum wages stipulated by the Ministry of Labour & Employment, Government of India and that other mandatory charges i.e., EPF, ESI, Bonus etc are in conformity with the corresponding statutory provisions.</p> <p>The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.</p>
(ii)	Currency of Bid: 90 days from the date of opening of Part-I of the tender or till the date of finalization of tender, whichever is earlier.
(iii)	Correction in the amount will make the tender liable for rejection.
(iv)	The Bidder should ensure that all columns of the price schedule are duly filled and no column is left blank. After opening of the price Bid, no clarifications whatsoever shall be entertained by the Bank.
(v)	If any columns of the price schedule are found blank then the tender of the respective Bidders shall be treated as non-responsive, and will be summarily rejected by the Bank
3.3.3	It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder.
3.4	Bids shall remain valid for acceptance by the Bank for the period indicated in clause 1.2 . This period may be further extended, if required, by mutual consent.
3.5	Earnest Money Deposit (EMD) / Bid security:

3.5.1	<p>The Bidders shall deposit EMD of ₹ 62,600/- by NEFT to Reserve Bank of India, Bhubaneswar Account on or before 12:00 PM of March 15, 2021.</p> <p>The account details for NEFT transactions are as under:</p> <p>Beneficiary Name- Reserve Bank of India, Bhubaneswar</p> <p>IFSC: RBIS0BBPA01 (5th and 10th digit is zero)</p> <p>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 document</p>
3.5.2	No Interest on EMD shall be paid.
3.5.3	Bids not accompanied by EMD, (wherever applicable), shall be treated as non-responsive, and will be rejected by the Bank at its discretion
3.5.4	The EMD of unsuccessful Bidders shall be discharged/ returned by the Bank after award of work to successful Bidder.
3.5.5	The EMD of the Successful Bidder shall be returned after submission of a fresh Security Deposit/retention money by successful bidder.
3.6	EMD shall be forfeited if the Bidder:
(i)	Makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria;
(ii)	Withdraws his Bid during the period of Bid validity, or
(iii)	Has been blacklisted by any Government agency and the blacklist is still in force.
3.7	Procedure for Submission of Bids
	Interested Bidders / Agencies shall upload the tenders in prescribed form in two parts. Part-I tender will contain the tenderers' covering letter, tenderers' additional conditions, if any, Part-II tender will contain no conditions but tenderer's price Bid.
3.7.1	Techno-commercial Bid

(i)	Prices should not be indicated/included in the Techno-commercial Bid.
(ii)	EMD shall be part of Techno-commercial Bid.
3.7.2	Financial/Price Bid
(i)	<p>Financial Bid should not have any conditions. The bidder should quote price which shall include cost of providing services in all the VOFs/THHs/Medical Flats located in Bhubaneswar.</p> <p>Special Note:- Financial Bid: Part-II of the tender will contain no conditions but tenderer's price Bid only as given in Part II.</p> <p>The bidder should quote price as per format prescribed in Part II as available in MSTC portal (in excel sheet).</p> <p>Sl No.(i-iv) of the Part-II tender document will include Fixed Cost to Vendor for statutory payment or mandatory payment to workers for minimum wages (as per Ministry of Labour & Employment, Government of India), EPFO, ESIC contribution and Bonus payment etc. for one Months (26 days per month) for all 10 Workers (2- Skilled, 1 semi-skilled and 7 unskilled).</p> <p>Header (b,c,d) will include Cost of supplying kits plus profit margin, administrative charges for running the business (such as cost of cleaning materials, laundry, dry cleaning, provision of uniform and other amenities to worker) and profit margin. Rates quoted should be for one month and inclusive of all incidental charges. All charges should be including of GST.</p> <p>Note: (i) Tenders having quoted rates below the prescribed minimum wages under fixed cost (Sl. No. 1 of Part II excel sheet), will be rejected.</p>
(ii)	No conditional/optional quote shall be accepted.
(iii)	Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.
3.8	Receipt of Bids -The Bids will be accepted till the schedule time and date as referred to in refer clause 1.2.
3.9	Opening of Techno-commercial Bid

(i)	The Techno-commercial Bids will be opened on the scheduled time and date as referred to in clause 1.2 at Reserve Bank of India, Human Resources Management Department, Bhubaneswar. The Bidders or their authorized representatives may be present, if they so desire.
3.10	Scrutiny of Techno-commercial Bid
3.10.1	The Techno-commercial Bid shall be evaluated as per the procedure indicated in special condition of contract (Section IV).
3.10.2	After evaluation of the Techno-commercial Bids, the Financial/price Bid of only short-listed Bidders will be opened. The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question.
3.11	Opening of Financial Bid
	The Financial Bids of the short-listed Bidders will be opened later and such short-listed Bidders will be intimated about the date and time accordingly. The short-listed Bidders or their authorized representatives may remain present for opening of Financial Bids, if they so desire.
3.12	Scrutiny of Financial Bid
(i)	The Financial Bid shall be evaluated as per the procedure indicated in Scrutiny of Offers (Section VIII).
3.13	The Bank has Right to vary quantities at the time of placement of Work Order/signing of Contract or split the order among the selected Bidders.
3.14	The Bank may obtain reports on the past performance of the tenderer from his clients and Bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. 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 banker's solvency report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I/ Part- II of the tender. The Bank is not bound to assign any reason for doing so.
3.15	The Bank reserves the right to accept any Bid and to reject any or all Bids

(i)	<p>Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank may not assign any reason for rejection of any or all Bids. The Bank reserves the right to cancel/annul the selection process, at any stage prior to the award of the contract on account of the following:</p> <p>(a) In case no Bid is received</p> <p>(b) Occurrence of any event due to which it is not possible to proceed with the selection process.</p> <p>(c) An evidence of a possible collaboration/collusion/mischief on part of Bidders, impacting the competition and transparency of the selection process.</p> <p>(d) any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process</p> <p>(e) On occurrence of any such event, the Bank shall notify all the Bidders within 07 days or any reasonable time of such decision. The Bank shall also promptly return the EMD submitted by the Bidders within reasonable time of issue of such notice. The Bank is not obligated to provide any reason or clarification to any Bidder on this account. Liability of the Bank under this clause is restricted to returning the EMD and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.</p>
(ii)	<p>The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (i) to (iv) above.</p>
3.16	Disputes
	<p>All disputes arising shall be subject to the jurisdiction of the appropriate court as indicated in Clause 1.2 and will be governed by the relevant statutory provisions in force in India.</p>

3.17	<p>The Successful Bidder has to give undertaking on Non Judicial Stamp Paper in accordance with the instruction issued by state government of Chhattisgarh of applicable value before the award of the work that it undertakes to actually pay wages to all the laborers of all descriptions to be engaged by it 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 Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities.</p>
3.18	<p>The Successful Bidder 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, Bonus Act 1965 or any other labour law / statute in force in this regard. The Successful Bidder only shall be responsible for liabilities, if any, in this regard.</p>
3.19	<p>Insurance: The successful tenderer shall take workmen compensation policy, as applicable, for the workers engaged in the work for which no extra payment will be made by the Bank. The Successful Bidder shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.</p> <p><u>Note:</u> These policies shall be valid till the completion of the work. If the Successful Bidder does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the Successful Bidder.</p>

3.20	<p>Signing of Contract Agreement</p> <p>The General instructions to the tenderers and special conditions, conditions 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. 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 10 days thereof or the date specified by the Bank, the successful tenderer shall sign an agreement on Non-Judicial stamp paper. Notwithstanding the signing of the agreement, the written acceptance by the</p> <p>Bank, of a tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed.</p> <p>The cost of necessary stamp paper as per Stamp Act for execution of the agreement shall be borne by the successful Bidder. The draft Articles of Agreement is provided at Section IX.</p> <p>The successful Bidder 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 Successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to its other remedies against the Successful Bidder.</p>
3.21	<p>Right to Accept Part Tender: The Bank reserves the right to accept the tender either in whole or in part.</p>

Place:

(Signature of the Bidder with stamp)

Date:

(Name)

Section IV: Special Conditions of the contract

4.1	Techno-commercial and Financial Evaluation of Bids- Techno-commercial and Financial bids will be evaluated as per the details provided in Section VIII.
4.1.1	Techno-commercial Bid :
(a)	The Bank would examine and evaluate received Techno-commercial Bids, as per the documents submitted by the Bidders in line with the Bank's requirement mentioned in Scope of Work at Section II and as indicated in Scrutiny of Offers at Section VIII.
(b)	Financial Bid :
(c)	Financial Bid will be evaluated on the basis of Grand Total (Charges for one month) i.e Fixed Cost plus Administrative cost & profit margin as quoted by the tenderer for providing the required services set out in this tender. Refer Section VIII (Scrutiny of Offers.)
4.2	Renewal of contract.
	The service contract shall be valid initially up to 31st March 2022 and it may be further renewed for Two years (One year at a time) subject to satisfactory performance by the vendor.
4.3	Arbitration
	Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director,

	<p>Reserve Bank of India, Bhubaneswar. In case the Contractor does not agree to such appointment, both the parties will appoint an arbitrator each and the arbitrators then will appoint the Presiding Arbitrator. The Arbitrator may give interim awards and/or directions, as may be required. The award of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. In case of any unresolved dispute between the Agency and RBI it shall fall in the jurisdiction of the High Court of Odisha at Cuttack.</p>
4.3.1	<p>Non-disclosure:</p> <p>The Successful Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Successful Bidder 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 Successful Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Successful Bidder 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 Successful Bidder shall indemnify the Bank for any loss suffered by it 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 Successful Bidder and the Bank shall be entitled to claim damages and pursue legal remedies. The Successful Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Successful Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>

4.3.2	Successful Bidder shall provide identity cards to its employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all the times they are working in Bank's premises.
4.4	The personnel employed by the Agency shall be healthy in all respects and shall produce medical certificates to substantiate the same. The Successful Bidder shall obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. A copy of the Aadhaar card of such persons will be furnished to the Bank before their deployment in the Bank's premises.
4.5	Penalty
	If the performance is not found satisfactory, viz. not adhering with the terms & conditions of the tender/agreement, or directions given by Bank, are not executed in reasonable time, it may lead to imposing penalty ranging from 10 % to 20% of the Bill amount at the discretion of the Bank. The Bank's decision in this regard shall be final and binding on the successful bidder.
4.6	Payment Conditions
	(i) The Agency shall raise the bill (along with documentary evidence of releasing salary to workers, payment of EPFO, ESIC contribution and Bonus whenever applicable) on completion of every month and the payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc. (ii) The tenderer will not be paid any payments in advance. The tenderer must ensure payment to the manpower deployed and submit bill towards the same by 15th of the same month (or next working day if 15th is not a working day). (iii) Before submission of the bill, the Agency shall ensure that the

	<p>payment of persons deployed by the Agency have been made for the billed period.</p> <p>Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.</p> <p>(iv) The payment of the bill to the tenderer will be done electronically by the Bank within 30 days from the date of receipt of the bill by the Bank. However, if there is a delay of more than 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per terms and conditions of the contract. The bills of MSME will governed by the provisions of 'MSMED Act, 2006'.</p> <p>(v) Payments of the bills will made as per applicable Statutory guidelines and Statutory Acts.</p> <p>(vi) In the event of termination of the contract for any reason whatsoever, the tenderer or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.</p>
4.7	Force Majeure
	<p>The Bidder/Successful Bidder shall not be liable for forfeiture of its EMD/ Security Deposit or for payment of liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder/Successful Bidder and not involving the Bidder's/Successful Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide</p>

	whether delay or failure on the part of the Bidder/Successful Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the Bidder/Successful Bidder and will not be open to question before any court / forum in any proceedings.
4.8	Termination of Contract on Default
4.8.1	The Bank may, without prejudice to any other remedy for breach of contract, by a two months written notice of default sent to the Successful Bidder and upon the Successful Bidder's failure and/or neglect to propose and/or execute any corrective action to set right the default, terminate this Contract in whole or in part, in case of the following:
(i)	If the successful Bidder fails to deliver the services as specified in the Tender document and in case of breach of the terms and conditions of tender/contract.
(ii)	Or If the successful bidder fails to perform any other obligation/s under the contract.
4.8.2	On termination of the Contract on default, the Security Deposit of the Successful Bidder will be forfeited.
4.8.3	On termination of the Contract on default, action will be taken to blacklist the Successful Bidder.
4.8.4	The Bank has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.
4.9	Termination for Insolvency: The Bank may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes
4.10	Patents: The Successful Bidder shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall itself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.
4.11	Security Deposits/retention money: On award of contract, the

	<p>successful Bidder shall deposit an amount of 5% of the contract value in the form of a Security Deposit/retention money through NEFT to the Bank (which will be deposited at the time of letter of acceptance) for the due fulfilment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This security deposit shall be deposited till the duration of the contract. No interest will be paid on Security Deposit/retention money.</p> <p>All compensation or other sums of money payable by the Successful Bidder to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.</p>
4.12	Adherence to Safety Code: The successful Bidder will have to adhere to the safety code as detailed below:
(a)	The Successful Bidder shall follow the safety regulations as prescribed in the tender and Indian Standards. It shall provide necessary safety appliances to its employees as instructed by the Bank depending upon the nature of work. All model safety rules, issued by safety section, from time to time shall be strictly followed
(b)	First-aid appliances/kits, adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place. First-aid box with necessary items will be provided by the Bank.
(c)	The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
(d)	Any person found under the influence of alcohol or any intoxicating drugs on duty is unfit for duty and should not be allowed to work.
4.13	Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at work place:
	The Successful Bidder shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at workplace (Prevention, Prohibition & 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

	<p>Complaints Committee constituted by the Successful Bidder. The Successful Bidder shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank</p> <p>The Successful Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Successful Bidder, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Successful Bidder is proved.</p> <p>The Successful Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>The Successful Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
4.14	Indemnity clause:
(i)	<p>The bidder agrees to indemnify and to keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of bidder due to:</p> <ul style="list-style-type: none"> a. violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or b. breach or non-performance of the terms and conditions of the contract; or c. breach of the representations and warranties made by the bidder; or d. negligent or fraudulent act or omission by the bidder; or any third party for reasons attributable to the bidder.
(ii)	<p>The bidder shall also keep the Bank indemnified against any claim from the staff of the bidder and it shall be the duty of the bidder to clearly inform his own personnel / staff that they shall have no claim</p>

	whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.
(iii)	Further the bidder shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The bidder shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.
<p>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 Contract is entrusted to me/us.</p> <p>I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.</p> <p>I/We agree that the Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.</p> <p>I/We have gone through the terms and conditions and am agreeable to them.</p>	
Place:	(Signature of the Bidder with stamp)
Date :	Name

Section V - Form of Tender

(To be submitted on Bidder's letterhead)

Place.....

Date.....

Madam/Sir

Part – I: Tender - Service contract for Housekeeping, Catering and maintenance Arrangements at (Reserve Bank of India) Visiting Officers' Flat (VOF) situated in Bhubaneswar and only Maintenance and Housekeeping contract at Transit Holiday Home (THH) and Medical Flats situated at Bhubaneswar

This has reference to your tender notice of **Service contract for housekeeping, catering and maintenance** of 18 VOF's (Visiting Officers Flat) situated in separate blocks at RBI Officers Quarters, Nayapalli, Bhubaneswar and **only housekeeping and maintenance** of 4 THH (Transit Holiday Home) and 2 medical Flat at RBI Staff Quarters, Vidyut Marg, Unit IV, Bhubaneswar, Odisha.

We have examined the tender document and thoroughly understood its nature/scope of work and terms & conditions.

2. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.

3. I/We agree that the Financial Bid is liable to be rejected if any of the quoted rates and percentage are found not to be in compliance with the respective statutory laws.

I/We have gone through the terms and conditions and am agreeable to them. I/We are enclosing application along with required documents in the prescribed format as mentioned in tender document.

4. I/We have remitted ₹ 62,600/- (**Rupees Sixty two Thousand Six Hundred Only**) towards EMD through NEFT to Reserve Bank of India, Bhubaneswar.

5. I/We agree that our tender remain valid for acceptance by RBI, Bhubaneswar for a period of 90 days from the date of opening of Part-I of the tender or till the date of finalization of tender, whichever is earlier.

6. I / We, do hereby declare that there is no case with the Police / Court / Regulatory authorities against me / us. Also, I / We have neither been suspended / delisted / blacklisted by any organization for any reason nor any such proceedings are pending or contemplated. I / We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

7. I / We certify that all the information furnished by me / us is true to the best of my/our knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary.

8. I/We understand that the Bank reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason there for.

Dated this _____ day of _____ 2021.

For and on behalf of M/s.....

(Signature with seal)

Name :

Designation:

Place :

Date :

Telephone No. :

Fax No :

E-mail :

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

Witnesses

1. Signature with date

.....

Name, Address

.....

2. Signature with date

.....

Name, Address

.....

Section – VI

Details of Bidders

Basic Information

Sl. No.	Particulars	To be filled by the Bidder
1.	Name of the Bidder / firm / organization / company	
2.	Type of firm/organization (Proprietorship/ Partnership/ Private Ltd etc. (Furnish copies of partnership deed / memorandum / articles of association etc.)	
3.	Name of the proprietor / partners / directors of the firm along with ID documents (PAN/ Adhaar /Document Identification No. if available) etc.	
4.	Year of Incorporation / registration	
5.	Registered address of the firm	
6.	Name, designation, telephone nos., email of the contact person / authorized signatory	
7.	License for providing Facility management services. (Registration under shops & Establishment Act).	
8.	Whether the firm has been in business of providing facility management or at least 3 years (Yes / No). If Yes, Provide details since when and where?	
9.	Annual turnover of the firm for last 3 years (in Rs. lakh) 2017-18,2018-19,2019-20. (Furnish copies of audited balance sheets and profit & loss account statements)	

10.	<p>Details of registration (firm, company etc)</p> <p>(i) Registration Authority</p> <p>(ii) Date</p> <p>(iii) Number</p> <p>(Furnish copy of registration certificate)</p>	
11.	<p>Registration Nos. under various Statutory Acts viz. GST, Service Tax, EPF, ESIC, Labour License (copy of registration certificate to be enclosed), MSE (if applicable)</p>	
	GST	
	PF	
	ESIC	
	Labour License (if Applicable)	
	PAN	
12.	<p>Whether registered / empaneled with any of the Govt., Semi Govt., Govt. Undertaking, Public Sectors etc. as approved vendors and if so, furnish details. (if yes, furnish supporting document)</p>	
13.	<p>Whether involved in any litigation earlier with any organization? If so, please submit the details along with documentary evidence.</p>	
14.	<p>Any civil suits pending in any of the works executed? If so, furnish details along with documentary evidence.</p>	
15.	<p>Existing workforce of staff along with documentary evidence.</p>	

16.	Whether executed similar contracts of value equal to or greater than 32 lakhs for the last three Financial Years (If Yes, furnish copies of audited balance sheets and profit & loss account statements)	
17.	Whether executed similar contract at any other RBI Training Establishments / Offices for more than two years. (If yes, furnish supporting documents)	
18.	Any other information which the Bidder feels relevant.	

Note: Originals of the documents will be required for verification as and when called for.

(Signature and Name of the authorized person of the firm / Bidder with office seal)

The details of Bidder's Banker:

Sr. No.	Particulars	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	IFSC Code (bank statement showing details of A/c no. IFSC etc shall be enclosed)	
4	Telephone and fax number	
5	Name of the contact person	
6	Amount of credit facility / overdraft facility enjoyed by Bidder from the bank	
7	The period from which the Bidder has been Banking with the bank	
8	Bank Account Number (must be a current account)	
9	Type of A/c	
10	Account Holder Full Name	
11	Permanent Account Number (PAN).	

I/we hereby agree and confirm to disburse the salary of the employees through online mode directly into their bank account and also accept the payment in respect of the above works, if awarded to our firm /company, through NEFT.

Signature of Bidder with stamp/date

Section VII

Techno-Commercial Conditions

Estimated cost of Work is ₹ 31.30 lakhs Annually

Sr. No.	Description	RBI, Bhubaneswar 's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of Tender	90 days from the date of opening of Part I	
2	EMD	EMD ₹ 62,600/- to be remitted using NEFT. Details to EMD shall be submitted along with the Techno commercial Bid.	
3	Terms of payment	Payment will be made 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 that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.	
4	Scope of work	As per specifications in Section II of the tender	
5	Penalties	As specified in Section IV of the tender	
6	Security Deposit (to be submitted by the successful tenderer) at the time of award of the work	As per clause 4.11 of tender	

Place

Date

Signature of Bidder

Name:

Seal of the Bidder

Designation

Section – VIII: Scrutiny of Offers

Scrutiny of Bids will be in two stages. Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened.

(a) Eligibility criteria/Techno-commercial evaluation

The Bank will first scrutinize the eligibility of the Bidders as per “pre-qualification criteria” (Refer para. 1.1.1) of the Section – I of the Tender Document. The Bank will scrutinize and evaluate the techno-commercial Bids based on the documents submitted by the bidder. Verification of the documents submitted and competency of the bidder which may include onsite inspection of bidder office/premises also. Only Bidders who qualify pre-qualification /eligibility criteria will be shortlisted for financial Evaluation, i.e., opening of Part II of their Tender. The decision of the Bank in this regard shall be final and no further correspondence in this regard will be entertained.

(b) Financial/Price bid Evaluation:

The Bank will open and scrutinize the financial bids of the technically qualified Bidders only. The price bids of unqualified bidders will not be opened and communication will be sent in this regard.

The bidders is required to mention both **(a) Fixed Cost** (Header (i-v) 1 of Part-II of tender document):- which shall include Fixed Cost to bidders for statutory payment or mandatory payment to workers for minimum wages (as per the Ministry of Labour & Employment, Government of India), EPFO, ESIC contribution and Bonus payment etc. for one Month (26 days per month) for all 10 Workers (2 Skilled, 1 semi-skilled and 7 un-skilled) and **(b) Administrative cost plus profit margin** (Header b,c,d,e of Part-II of tender document) :- which shall include all payment over and above

minimum statutory payment, administrative charges for running the business (such as cost of cleaning materials, laundry/dry-cleaning, provision of uniform and other amenities to worker) and profit margin. Rates quoted should be for one month and inclusive of all incidental charges but including GST.

The lowest tender (L1) shall be decided on the basis of Grand Total (Charges for year) i.e Fixed Cost plus Administrative cost & profit margin as quoted by the tenderer.

Note: Tenders having quoted rates below the prescribed minimum wages, under fixed cost will be rejected.

If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct. To assist in the examination, evaluation and comparison of the bid, the Bank may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.

In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

Note: - In case the lowest tendered amount of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount (spot bidding).

The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.

Successful tenderer shall be awarded the contract.

Section IX

Draft Articles of Agreement

This Agreement made on this _____ day of _____ 2021 between Reserve Bank of India, having its Office at Pandit Jawaharlal Nehru Marg, Bhubaneswar, Odisha (hereinafter referred to as the “Bank”) which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

and

M/s.....a
firm having its registered office at herein called as “ The Contractor “ which expression shall include their legal representatives, administrators and assigns on the other part.

WHEREAS the employer is desirous of Service Contract for Housekeeping and Catering Arrangement at the Bank’s Visiting Officers Flat (VOF) as detailed in the tender and work order HRMD (RPR) No..... dated AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth hereinafter referred to as “the said conditions”.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Validity & Termination: The contract shall be valid for a period of one year from Apr 01, 2021 (tentative) to March 31, 2022.
2. Notwithstanding anything herein contained, the Bank shall be entitled to terminate this contract by giving the contractor **at least two month’s notice in writing**. On giving of such notice this contract arrangement shall stand automatically terminated at the close of business as on the last day of the month. In that event neither party shall have a claim against the other under this contract.
3. This agreement is a part of the contract following from the tender issued in this regard by the Bank. Conditions of this agreement will be supplemental to the terms and conditions of the tender.

4. The total cost of the Housekeeping & Catering services at the Bank's VOF shall be ₹..... (₹..... only) per year inclusive of all taxes for 18 VOFs, 4THHS & 2 Medical Flats in Bhubaneswar.
5. The payment will be released on **monthly basis** after rendering satisfactory services. If the services are found unsatisfactory, the Bank shall be entitled, without prejudice to its other rights to terminate this contract by giving notice in writing in which case the Contractor shall have no other rights under this agreement.
6. The Contract shall include supply of all manpower / material required for cleaning and maintenance and catering in the VOF by the Contractor.

SCOPE OF WORK AND SERVICES

To attend to phone calls, receive messages, interact with guests and local RBI Office, coordinate bookings, room allocation, check-in and check-out of guests, collect cash towards room tariff & catering charges/obtain signatures of guests, obtaining of feedbacks from the guests at VOF and submission of the same in Office on fortnightly basis, maintain proper accounting and submit applicable amount periodically to HRMD of the Bank.

“VOF” shall mean the site of the contract works i.e. Reserve Bank of India's VOF presently situated at in separate blocks at RBI Officers Quarters, Nayapalli, Bhubaneswar and 4 THH (Transit Holiday Home) and 2 medical Flat at RBI Staff Quarters, Vidyut Marg, Unit IV, Bhubaneswar, Odisha or any other place taken on lease by the Bank in Bhubaneswar in future for the purpose of its VOF.

2. GENERAL ADMINISTRATION

- a) To manage entire operations of the VOF and coordinate with respective department of the Bank for smooth running of the operations.
- b) To maintain records as required by the Bank.
- c) To ensure the safety of VOF, properties belonging to the Bank and maintain total vigil on the movement of people in the VOF.
- d) In case of any change in constitution of the Agency, the rights of the Bank should not suffer.

- e) To ensure timely action in emergencies including operation of firefighting systems, administering first aid etc.
- f) A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of the Bank, they shall work under directives and guidance of HRMD of the Bank and will be answerable to the same. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Bank.
- g) A senior level representative of the Agency shall visit VOF premises at least once-in a six months and review the service performance of its personnel. During the visit, Agency's representative will also meet the officer concerned dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
- h) The Authorised officer/Committee of HRMD of the Bank shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his/her decision shall be final and binding.
- i) Guest Occupancy Register provided by the Bank shall be kept safely. As soon as the guest enters the VOF necessary entries are to be obtained.
- j) A file to be maintained for preserving the room allotment advices.
- k) Inventory Register is to be maintained by the Agency room wise to ensure the safe custody of Bank's properties. This is subject to periodical verification by the concerned authorities of the Bank. Hence, the Agency shall assume full responsibility for maintaining all properties of the Bank located inside the VOF. In case of any shortage, damage etc., the Agency is liable for replacement of the same at their cost.
- l) The Agency shall get the feedback form filled from all guests without fail.
- m) The Agency shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Bank's own procedures and instructions. The Agency shall perform the Service to

the satisfaction of the Bank and if any shortcoming is found, then on instruction the Agency shall rectify the shortcoming immediately.

n) Bank statement indicating payment to personnel/EPFO/ESIC statements may be submitted every month to the Bank.

o) VOF is operational on all days of week means booking is done for guest during 24*7*365 days. Sometimes during the Peak season VOFs may be booked to full capacity and sometimes during lean season bookings will be less. Agency shall manage the weekly off of the personnel in such a way that sufficient manpower is available all the time (365 days).

p) No extra amount shall be paid for posting a reliever.

3. When the guest checks-in, the Agency's staff shall do the following:

a) Attend to him, receive him, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register provided by the Bank, may be made. The Bank will reserve the rooms and intimate the Agency through allotment advices. The Agency/ Agency's staff shall not allot rooms on his own. Accompany guests to his room and offer help to carry his baggage to the allotted room, ensure his comforts, offer him tea/ coffee/ food, etc. suiting the time.

b) Ensure availability of specified items such as water, tea/coffee/ milk and sugar sachets, bath/toilet kit in the room as provided by the Bank.

c) When the guest checks-out, bill for lodging and boarding is to be prepared and signed by the guest. Collected cash towards room tariff will be deposited with HRMD through NEFT on monthly basis. For this purpose, the register to be produced physically to the Office on monthly basis, the conveyance charges for the same will not be paid by the Bank.

d) At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests is in order with respect to assets of the bank. A quick check to be carried out for the purpose before the guest leaves the VOF. Simultaneously, it shall be ensured that the guest has not left behind any of his belongings in the room. If any belonging of the guest is noticed after he has left then immediately inform the Bank officials for sending the same to the guest.

- e)** The keys are to be collected from the guests moving out or checking out from VOF.
- f)** Offer help to the guest for carrying his baggage from the room to the vehicle.
- g)** The Agency's boys shall not seek any tips or favour from the guests for the services rendered.
- h)** To order for newspapers and magazines as advised by the Bank, coordinating with the newspaper agents. Payments of the bills to newspaper agency will be paid by the Bank at the end of the month.

4. CATERING

The Agency shall provide the following services at VOF:

- a)** Agency shall make all appropriate arrangements for smooth running of VOF operations. The details of minimum manpower requirement to be employed as-
 - (i) Supervisor – 1 – Skilled
 - (ii) Cook – 1 – Skilled
 - (iii) Asst. Cook-1- Semi-skilled
 - (iv) Helper boy – 7 – Un skilled
- b)** Preparation of Tea/ Coffee, Breakfast, Lunch, Dinner etc. The rates shall be fixed by the Bank.
- c)** The menu may be altered for specific guests / special occasions / programmes / functions as desired by the Bank, within the overall scope of the menu.
- d)** The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements.
- e)** The Agency's staff shall take care to provide healthy food to the guests as per the standard menu prescribed by the Bank. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- f)** The Agency's staff shall be responsible for procurement of raw materials and ingredients. Good quality (AGMARK/ FSSAI marked) raw materials and oils shall be

used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.

g) Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.

h) Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or Fish; and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.

i) All vegetables, fruits etc. used shall be fresh and shall not be rotten or over ripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry.

j) The Agency's staff shall store sufficient quantity of high-quality ingredients in the available place in the VOF to ensure preparation of food items in time.

k) The Bank's authorised official has the right to test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.

l) The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. The personnel shall wear caps, masks and gloves while preparing food and the left-over food shall not be carried to next meal service.

m) The Agency's staff shall be responsible for service of food and beverages in the common dining room as also in the room of the guests (if requested for).

n) The Agency's staff shall provide efficient and prompt service to all members. The Agency's staff shall perform the service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials, the Agency shall rectify the shortcoming immediately.

- o)** The Agency should ensure that they appoint well qualified & experienced cooks for all types of food preparation.
- p)** The Agency's staff should ensure total cleanliness and regular cleaning of the kitchen. Routine cleaning and proper handling of kitchen equipment required for food production will be the Agency's responsibility.
- q)** The Agency shall co-ordinate the booking & procurement of gas cylinders in time.
- r)** The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, **at a pre-determined price.**

5. HOUSEKEEPING

a) The Agency will provide water bottles, welcome kit and tea/coffee kits to the allottees as directed by the bank's officers. Cost of which shall be reimbursed by the Bank to the Tenderer on production of proper bills on monthly basis.

Note: The Agency will provide welcome kits, newspapers, tea/coffee/sugar/milk sachets, etc., cost of which shall be reimbursed by the Bank to the Tenderer on production of proper bills. List of the items to be provided in the welcome kit will be furnished to the successful Tenderer at the time of execution of agreement. The cost of the welcome kit shall be reimbursed by the Bank on monthly basis on production of proper bills. The cost of the welcome kit will be based on market rates and finalized by the Bank.

b) All the rooms shall be kept neat and tidy always to enable the Bank to allot the rooms at any time. Supply of adequate amount of good quality and reputed brand of cleaning materials and cleaning of linen, upholstery, kitchen equipment and cutlery/crockery for the VOF.

c) Linen like towels (hand and bath), bed spreads and bed sheets as also the inner sheets to Quilts/Comforters should be changed immediately after the guest checks-out and after every two days if the room is in continuous occupation.

d) Bed linen, pillow covers and towels should be regularly washed and kept in clean condition for use. The bed sheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out once in six months. The services of dry

cleaners may be engaged for washing blankets/ quilts/ comforters which is required to be done once in a six month.

e) Room fresheners and deodorants (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required. The same shall be provided by the Bank.

f) The Agency shall be responsible for making the bed and clean all rooms daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants (use of acids strictly prohibited).

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

h) The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc. provided in the VOF rooms and other places. These items will be provided by the Bank.

i) Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs, etc. and maintain regular reports.

j) The Agency shall ensure proper functioning of all systems in the VOF such as electrical, electronics, sanitary and water supply. In case of any complaints regarding plumbing/ electrical/ carpentry, etc., and/or need for replacement of any equipment, the Bank may be informed immediately.

k) The Agency has to ensure the following weekly services: i) washing and scrubbing of floor area with detergents. ii) Removal of cobwebs, dusts, termites, insects, pests etc. iii) Windows sponging and cleaning. iv) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free. v) Cleaning of dustbins and buckets with detergents. vi) Cleaning of sanitary ware by using reputed branded product.

6. FACILITIES PROVIDED BY THE BANK INCLUDE

a) Kitchen with all necessary facilities like gas stoves, cylinders, grinder, mixers, refrigerators, microwave, almirah for storage of linen and facility for storage of crockery / food grains etc.

b) Crockery, cutlery and all cooking utensils/pans, pressure cookers etc.

c) Furniture in rooms, dining halls, lounges, office rooms, etc.

d) Appliances like TV, ACs, WI-FI routers, Computers, Printers, Geysers, Washing Machines, and Water Purifier etc. All the available capital equipment will be given on as-is, where-is condition.

e) The Agency will have full responsibility of proper upkeep, maintenance and custody of the linen, crockery, equipment, and vessels etc., handed over to them by the Bank.

f) One small room at the VOF is available for the use of vendor, if required.

g) All the items supplied by the Bank at its expense for the purpose of running VOF will be Bank's property for all intents and purposes.

h) The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Agency at full cost. However, damages/ breakages in crockery due to natural causes will be viewed leniently by RBI. In regard to natural wear and tear of any such item, the decision of the Bank shall be final and binding on the Agency. However, the Agency shall maintain records for all such damages/breakages.

7. The Bank will not provide any kind of assistance in the form of men/material and the contractor will have to make their own arrangement for deputing the required manpower. The contractor will be solely responsible for the risk involved during discharge of duties by his workers. The Bank accepts no liability towards helper/labour deployed by the contractor. Any damage to the Bank's property caused by the contractor will have to be made good by the contractor at his cost failing which the same will be deducted from the amount payable to the contractor.

8. The contractor will be obliged to pay wages (which should not be less than minimum wages as prescribed by the Ministry of Labour & Employment, Government of India), retrenchment compensation, notice pay, gratuity and bonus as payable. Further the contractor is also liable to provide all welfare measures to the contract labour as required under the various acts and Rules in force, and the Bank (Principle Employer) will not be liable for any such obligation of the contractor.

9. In the event of the Bank as the principal Employer is required/ called upon to pay any amount to the contract labour engaged by the contractor due to lapse or default on his part in discharging his obligation towards the contract labour in terms of any law in force, such amount would be recoverable by the Bank from the contractor as debt due to the Bank by the contractor.

10. All payment by the employer under this contract will be made only at Bhubaneswar.

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only courts in Odisha shall have the jurisdiction to determine the same.

12. The contractor shall submit to the bank copy of the workmen compensation insurance taken for his workers.

13. The contractor shall bear the stamp duty both on the original and duplicate of this agreement.

14. The contractor shall:

a) Ensure that he/she deploys only adults, trained and competent person, who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance work. Contractor should submit the health check-up certificate every year of persons deployed by him at the work site.

b) Ensure that his/her employees, while in the premises of the Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorised agent and the Bank shall be the sole judge as whether or not the contractor and/or his employees have observed the same.

- c)** Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employee so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
- d)** Ensure that no employee of the contractor will enter or remain in the Bank premises behind the specified time limit unless and absolutely necessary for fulfilling the contractors obligations.
- e)** Be liable for any damage cause to the Bank or its premises or any part thereof or to any pictures or any fittings thereof and to any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employee or agents.
- f)** Supply identity card to his/her employees or agents who shall be doing jobs in the Bank premises. All the employees and the agents should wear the identity card at all time while working in the Bank premises.
- g)** Provide uniforms to his/her employees or agents different from the Bank employee. The uniform should have logo of the contractor's firm/company and shall be kept neat and tidy and in wearable condition.
- h)** Obtain police verification of all his employees or agents and submit to the Bank.
- i)** In case of change of personnel by the agency, the same should intimated on the same day and the agency should submit the relevant documents (ID proof, address proof, police verification report etc.) of new employee.

The Agency, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

15. The contract may be terminated by the Bank by giving two month's notice without assigning any reason therefor. In the event of termination of the contract for any reason whatsoever, the contractor, the persons employed by him or his agent shall not be entitled for any sum or sum whatsoever from the Bank by way of compensation, damages or otherwise.

16. The contract may be renewed for maximum two years (One year at a time) subject to satisfactory performance on same terms and conditions, provided the

Bank finds the services of the contractor satisfactory and if the Bank so desires. The decision of the Bank in this regard will be final.

17. On renewal of contract the revision of rates may be done on the basis of cost escalation on account of rise in minimum wages by Government. the rise in minimum wage by government may be reimbursed in monthly bills, on the productions of relevant documents.

Note: No revision of rates (administrative cost+ profit margin only) will be done on first renewal i.e. renewal for one year after March 31, 2022.

18. The contract will be reviewed at the time of renewal and will be continued/renewed subject to satisfactory performance of the contractor.

19. Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at work place:

The Vendor shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at work place (Prevention, Prohibition & 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. The Vendor shall ensure appropriate action under the said Act in respect of the complaint.

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.

The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee 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.

The Vendor shall provide a complete and updated list of its employees who are deployed within the Bank's premises. The Vendor shall be solely responsible for full compliance with the provision of the "the sexual harassment of women at the 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 complaint committee constituted by the Vendor and the Vendor shall ensure appropriate action under the said Act in respect of the complaint.

20. Security Deposit: The Contractor shall deposit an amount of 5% of contract value in the form of a Security Deposit/retention money through NEFT to the Bank for the due fulfilment of the contract. This security deposit shall be deposited the duration of the contract. **No interest will be paid on Security Deposit/retention money.**

All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

21. Non-Disclosure: The contractor shall not disclose directly or indirectly any information, material and details of the Bank's infrastructure/system/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligation in connection with this agreement, to any third party and shall at all-time hold the same to strict confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligation under it or 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 the damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure the obligations of non-disclosure confidential information under this agreement is fully satisfied.

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reasons.

22. Registrations and Compliances: The Contractor shall register with the concerned authorities of both Central and State Governments, obtain requisite licenses and shall abide by all other Statutory Acts / Regulations and rules, as amended from time to time, relevant to this contract including but not limited to Works Contract Act, Minimum Wages Act 1950, Payment of Wages Act 1935, Provident Fund Act, ESI Act, Bonus Act 1965 etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force or which may come into force in future. The Bank will have the rights to impose penalty of/recover appropriate amount if the Contractor does not abide by the above said Acts/regulations and rules.

The contractor shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954 at his/her own cost.

23. Independent Contractor: The Contractor agrees that the relationship between the contractor and the Bank being on principal-to-principal basis, the contractor shall not hold himself / herself as an agent of the Bank. The Contractor shall be deemed to be an independent contractor with respect to any and all Service/s performed under this Agreement. It is the express understanding and intention of the parties that no relationship of master and servant / principal and agent / employer and employee / partnership / joint venture shall exist between the parties.

24. Entire Agreement: The Tender document, the Agreement (along with its annexures) constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement executed by both the parties.

25. Inconsistency: In the event of any inconsistency between the provisions of this Agreement and the provisions of the annexures/schedules hereto, the provisions of this

Agreement shall prevail. Further, this agreement has been prepared in both English and Hindi. In the event of any inconsistency, the English version shall apply and be binding upon the parties.

DECLARATION

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 annual housekeeping and catering contract if interested to me/us.

This letter will form part of contract documents and contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

IN WITNESSES THEREOF, the employer has set its hands to these presents through its duly authorised official and the contractor has caused these presents and the said duplicate thereof, to be executed on its behalf, the day and year first herein above written.

SIGNED AND DELIVERED BY

for the Contractor

for Reserve Bank of India

Human Resource Management Department

Seal

in the presence of

in the presence of

1. Name and address

1. Name and address

List of similar works

Sr. No	Name of client	Year (s) of execution of work (s) awarded	Actual value of executed work (s)	Names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed

Note: Client reports in client's letterhead showing the details of work carried out during the last 3 years, period of work, comments on performance/quality, amount of work, arbitration, if any, general behavior, technical proficiency, compliance with statutory requirements by vendor must be enclosed in along with techno-commercial Bid.

Place:

Signature and seal of the bidder

Date:

Draft FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

(This should be enclosed with tender in an envelope sealed by the Banker)

This is to certify that to the best of our knowledge and information

M/s..... having address as reproduced below, 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)

For the Bank

Note:

1. Bankers' certificates should be on letter head of the bank, sealed in cover addressed to Regional Director, HRMD, Reserve Bank of India, Bhubaneswar.
2. In case of successful Bidder being partnership firm, certificate to include names of all partners as recorded with the Bank.

Annexure III

NEFT Details for effecting e-payments

Name of the Institution: Reserve Bank of India, Regional Office, Bhubaneswar

Address (in full): Reserve Bank of India, Pandit Jawaharlal Nehru Marg,
Bhubaneswar, Odisha.

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Bhubaneswar
2	Account Number	186004001
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	Reserve Bank of India, Bhubaneswar
6	Name of the Branch	Reserve Bank of India, Bhubaneswar
7	Address of the Bank	Reserve Bank of India, Bhubaneswar
8	IFSC Code	RBIS0BBPA01 (5th and 10th digit is zero)

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank of India
Regional Office, Bhubaneswar
Odisha-751001

Dear Sir

NAME OF WORK: Tender - Service contract for Housekeeping, Catering and maintenance Arrangements at (Reserve Bank of India) Visiting Officers' Flat (VOF) situated in Bhubaneswar and only Maintenance and Housekeeping contract at Transit Holiday Home (THH) and Medical Flats situated at Bhubaneswar

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized Power of Attorney furnished by Contractor shall be irrevocable.

Annexure-V**Tentative menu with price to be provided for Breakfast/Lunch/dinner**

Beverages			
Description	Rate	Description	Rate
Tea	Rs 10/- per cup	Lemon Tea	Rs 8/- per cup
Coffee	Rs 15/- per cup	Milk with sugar	Rs 20/- per glass (250 ml)
Butter Milk	Rs 15/- per glass	Lassi	Rs 20/- per glass
Break Fast (Timings: 7:30 AM to 9:30 AM)			
Description	Rate	Description	Rate
Aloo/Gobhi/Onion/Mooli Paratha with pickle	Rs 20/- per Pc.	Bread - Omlette	Rs 40/- for four Pcs. of bread and two eggs
Plain Paratha	Rs 10/- per Pc.	Bread toast with butter/ Jam	Rs 20/- per two Pc.
Poori with sabji	Rs 30/- per four pcs.	Dahi	Rs 10/ per bowl
Poha	Rs 20/- per plate	Upma	Rs 20/- per plate
Masala Dosa (including sambhar, chutney)	Rs 40/- per plate (1 No)	Plain Dosa (including sambhar, chutney)	Rs 35/- per plate (1 (No.))
Idli (including sambhar, chutney)	Rs 25/- per plate (2 Nos)	Vada (including sambhar, chutney)	Rs 20/- per plate (2 Nos)
Cornflakes (15 gm) with hot/cold Milk (200ml)	Rs 30/-		
Lunch (Timings: 12:30 p.m to 2:30 p.m) and Dinner (Timings: 8:00 p.m to 9:30 p.m)			

<u>Veg. Thali:</u>			
Plain rice, dal, 2 chapatti, two vegetables (one with gravy), salad, pickle and papad		Rs 60/- per head	
<u>Veg. Thali:</u>			
Plain rice, dal, 2 chapatti, two vegetables (one with gravy), curd, salad, pickle, papad and one sweet.		Rs 80/- per head	
<u>Non Veg. Thali:</u>			
Veg Thali plus 2 Pc of Egg		Rs 85/- per head	
Veg Thali plus 2 Pc of Fish (Rohu)		Rs 90/- per head	
Veg Thali plus Chicken (100 gm)		Rs 100/- per head	
Veg Thali plus Mutton (100 gm).		Rs 120/- per head	
Separate Items			
Description	Rate	Description	Rate
Rice	Rs 10/- per plate	Dal Mix	Rs 40/- per plate
Rajmah	Rs 25/- per half plate	Chicken (2Pc)	Rs 60/- per plate
Dal Fry	Rs 30/- per plate	Mattar Paneer	Rs 40/- per plate
Seasonal Veg	Rs 30/- per plate	Mix veg	Rs 30/- per plate
Veg Pulao	Rs 50/- per plate	Chapati	Rs 5/- per pc.
Paneer Buttor Masala	Rs 50/-	Chilly Paneer -8Pc	Rs 60/- per plate
Extra Rice	Rs.6/- per plate	Extra Roti	Rs.3/- per Roti

Annexure-VI

Approved list of Materials for KIT:-

Sr. No	Description	Brand
1.	Hand wash Soap (1 pc)	Medimix, Santoor, Dettol or equivalent
2.	Bath Soap (1 pc)	(1 pc)
3.	Toothpaste and Toothbrush (1 pc each)	Colgate, Pepsodent, Close-up or Equivalent
4.	Sachet of shampoo (1 sachet)	Pantene, Dove, Head and Shoulders or equivalent
5.	Hair oil (1 sachet)	Dabur, Godrej, Parachute or Equivalent
6	Shaving Razor and Shaving Cream	Gillette, 7O'clock, Lazer 3, Cream (Gillette, Park Avenue, Old Spice, Nivea) or equivalent
7	Comb (1 Pc)	Any standard make
8	Tongue cleaner (1 pc)	Any standard make
9	Talcum powder (1 pc)	Ponds or equivalent
10	Tea bag (4 Pouch)	Lipton, Twinings, or equivalent
11	Coffee Powder (4 pouch)	Twinings, Typhoo, Nescafe, Bru or equivalent
12	Sugar Pouch (4 pouch)	Any standard brand
13	Milk powder (4 pouch)	Amul, Everyday milk or equivalent

@ Only branded items to be provided.

List of Items to be provided in the Tea Kit

Sr.	Item	Price (Approximate)
1.	Two sachets of sugar, tea, coffee and milk	11/-

@ Only branded items to be provided.

Note: Cost will be reimbursed by the Bank on production of proper bill on monthly basis.

Declaration

I/We solemnly hereby declare that:

- a) The firm/company is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the bidder.
- b) The firm/company has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- c) The firm/company has not been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College, on any grounds.
- d) The firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company shall give details of all disputes it had with its clients and furnish the status thereof.

Signature and Name of the authorized person of the firm/bidder with office seal



RESERVE BANK OF INDIA

HRMD

Bhubaneswar

E- Tender - Service contract for Housekeeping, Catering and maintenance Arrangements at (Reserve Bank of India) Visiting Officers' Flat (VOF) situated in Bhubaneswar and only Maintenance and Housekeeping contract at Transit Holiday Home (THH) and Medical Flats situated at Bhubaneswar

(Part II)

(Price Bid)

Name of Tenderer: _____

Address: _____

Due Date of Submission : Mar 15, 2021 up to 12.00 PM

Date of Opening of Part II of Tender: Will be intimated to qualified bidders later

PART-II

Price Bid

Annex- A

Price Bid in excel format (excel format may be downloaded from MSTC portal).]

Name of the Firm :

Address :

Contact Details :

Note: Please read terms & conditions of Part II before filling the Price Bid.

E-Tender for Service contract for Maintenance, Housekeeping and Catering Arrangements at (Reserve Bank of India) Visiting Officers' Flat (VOF) & Only Housekeeping and Maintenance of 4 THH (Transit Holiday Home) & Two Medical Flats situated in Bhubaneswar.				
Sl. No	Detail	Minimum wage as per CLC, GOI in Rs.	Quantity	Rates per annum (Daily rate *365)
Header a - Labour component				
i.	Supervisor - Skilled	707	01	
ii.	Cook - Skilled	707	01	
iii.	Assistant Cook - Semi-Skilled	603	01	
iv.	Helper Boy - Unskilled	534	07	
v.	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,iv,v)				
Header b				
vi)	Cost of supplying kits per annum (tea / coffee, shaving, dental etc.)			
Header c				
vii)	Maintenance of 18 VOF at RBI Officers Quarters Nayapalli , Bhubaneswar, 4 THH & 2 Medical Flats at RBI Staff Quarters, Vidyut Marg Bhubaneswar per annum			
Header d				
viii)	Profit and other related expenses per annum			
Header e				
ix)	GST @ 18% on (Sum of i, ii,iii, iv, vi,vii and viii)			
Grand Total (Header a + Header b+ Header c+ Header d+ Header e)				

Signature of the Vendor with seal:

Date:

* Inclusive of GST

Bid will be considered based on the total amount quoted and not on the basis of individual items at Sl. Nos. 1 to 4 above. While quoting the above rates, it may please be noted items mentioned below either will be provided by the Bank or will be reimbursed separately. Therefore, their cost should not be included in the price bid:

a.	Overall Maintenance of the VOF's / THH's will be done by RBI. The agency will be responsible for day – to – day maintenance.
b.	Bank shall provide cooking/storage space, utensils, crockery items, electricity and LPG connection. The cost of cleaning materials will be reimbursed by the Bank on production of receipt from the vendors on monthly basis. However, cost of raw materials for cooking and LPG refill should be borne by the agency. The Bank will provide all linens, towels etc.
c.	Cost of food (breakfast/lunch/dinner/tea/coffee, etc.) served to the guests will be paid by the guest/s directly to the agency as per standard schedule of items and rate of the Bank.

Date:

(Signature of Tenderer)

Name and Address with seal

(This format in Part I & Part II together with the annexures, enclosed in an envelope super scribed '**Tender for House Keeping and Maintenance of Visiting Officer's Flat/Transit Holiday Home/ Medical Flats**' may be dropped in the Box kept with Enquiry Officer at Reception Counter at main gate of the Bank Building.

Note: Each page of the Tender Form (including Annexure) may be duly signed. There should not be any cutting/overwriting and all the columns must be filled properly.

Failure to do so may result in rejection of the tender.

Terms and Conditions:

1. Basic wage and Variable Dearness Allowance should conform the following–

Minimum wage for Supervisor (Skilled) ,Cook(Skilled), Asst. Cook (Semi Skilled) & Helper boy (Unskilled) to be deployed at VOF should be as prescribed for worker (under Industrial Worker) in Area 'B' (i.e. Bhubaneswar) vide Order F.No.1/20 (3)/2020-LS-II, dated October 12, 2020 issued by the Office of the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India.

The above Wage structure is as per the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India. The wages are subject to revision on account of changes by Applicable Statutory provisions.

2. The Bank will only reimburse extant minimum statutory mandatory payment, as applicable, made by the vendor to their workers towards Employee State Insurance (ESI), Bonus and Employee Provident Fund (EPF) (and extant administrative charges), as per details given below-

ESI contribution @ 3.25% of Basic + VDA (The wage ceiling for ESIC coverage will be as per applicable Statutory provisions which is presently ₹ 21,000/- per month).

EPF @ 13% of Basic + VDA (The wage ceiling for EPF coverage will be as per applicable Statutory provisions which is presently ₹ 15,000/- per month)

3. The bidders shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates. Rates quoted above must not be less than the minimum wages prescribed by the Ministry of Labour & Employment, Government of India rates (as enumerated at para 1 & 2 above) except the Administrative Charges and profit margin. All fields are mandatory and subject to Government rules as applicable. Tenders having quoted rates below the prescribed minimum wages will be rejected.
4. The tenderer is required to mandatorily quote for all categories of workers i.e. Skilled , Semi Skilled and Un-skilled in the price bid. Any bid which has not quoted charges for both the categories of workers shall be liable to be rejected.

5. Tenderers should note that Administrative Charges and profit margin can be retained by them and all other elements are to be passed on to respective authorities/manpower deployed. Copy of proof of payments of statutory dues and payments to manpower deployed in their respective bank accounts is to be submitted along with subsequent month's bill.
6. L1 shall be decided on the basis of Grand Total (Charges for one month) as quoted above by the tenderer.

Breakup of calculation of wage to be paid to the personnel employed as per Minimum Wage Act 1948

SI No	Type of Personnel	No. of Personnel	Daily Wage per person	Wages per month (365X per day wage)	ESIC @ D X applicable ESIC percentage (E)	EPF @ D X applicable EPF percentage (F)	Total Wages (per annum per person) (G)=D+E+F	Aggregate Wages per annum (I)=B*G	Grand Total (K)
	(A)	(B)	(C)	(D)	(E)	(F)	(G)=D+E+F	(I)=B*G	(K)
1.	Supervisor (Skilled)	1							
2.	Cook (Skilled)	1							
3.	Asst. Cook (Semi Skilled)	1							
4.	Assistant for housekeeping of VOF and THH (Unskilled)	7							
Total Wages									