



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

**NOTICE INVITING E-TENDER (NIT) for providing Housekeeping services on Outsourcing basis to RBI, Gangtok**

Human Resource Management Department, Reserve Bank of India (hereinafter referred to as 'the Bank'), Gangtok invites e-tender in two parts (Part I- Technical Bid & Part II- Price Bid) from reputed Firms / Companies / Agencies for providing Housekeeping services at RBI, Gangtok. The interested vendors must register themselves on the MSTC portal (<https://mstcecommerce.com/eprochome/rbi>) for participating through e-tendering.

2. The contract will be valid upto March 31, 2022 extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods as RBI may decide. The details of the tender document/corrigendum will be available only on RBI Website (<https://www.rbi.org.in>) and MSTC portal. The Tender (Part-I & Part-II) shall be submitted on or before 1500 hours on **March 8, 2021** through MSTC portal only.
3. The Bank reserves the right to accept or reject any or all the tenders/quotations without assigning any reason thereof.
4. Please note that further Addendum/Corrigendum will only be published on RBI website.

**February 11, 2021**

**Chief General Manager  
Reserve Bank of India  
Gangtok**



## Section I - SCHEDULE OF TENDER (SOT)

a. Name of Work	E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok
b. e-Tender no.	<b>RBI/GANGTOK/ESTATE/358/20-21/ET/529</b>
c. Mode of Tender	e-Tendering System (Part I - Technical bid and Part II – Price Bid) through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>
d. Date of NIT available to parties to download	<b>February 11 at 1500 hrs onwards</b>
e. Pre-Bid meeting	<b>February 19, 2021 at 1500 hrs.</b> Venue- Conference Hall, Reserve Bank of India, Gangtok (The queries may also be sent to the email id : <a href="mailto:gmgangtok@rbi.org.in">gmgangtok@rbi.org.in</a> )
f. Estimated cost of work	Rs 23,00,000 (Rupees Twenty – three Lakhs only) excluding GST
g. Earnest Money Deposit	<b>Rs 46,000/- (Rupees Forty six thousand only)</b> Through NEFT only in following account details: Account Number: <b>186003001</b> IFSC: <b>RBIS0GTPA01 (5<sup>th</sup> and 10<sup>th</sup> digit is Zero)</b> Beneficiary Name: <b>Reserve Bank of India</b> <b>The proof of having remitted the EMD is to be uploaded in MSTC portal.</b>
h. Transaction Fees	Payment of Transaction fee (as applicable) through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.



i. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	Up to 1400 hrs on March 8, 2021
j. Date of Starting of e-Tender for submission of online Technical Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a>	February 20,2021 from 1100 hrs onwards
k. Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid.	Up to 1500 hrs on March 8, 2021
l. Date & time of opening of Part-I - Technical Bid	March 8, 2021 at 1600 hrs
m. Date & time of opening of Part-II - Price Bid	Shall be informed separately

**Chief General Manager  
Reserve Bank of India  
Gangtok**



## DISCLAIMER

Human Resources Management Department, Reserve Bank of India, Gangtok has prepared this document to give background information on the contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

3. Reserve Bank of India reserves the right not to proceed with the empanelment or to change the particulars of the contract, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



## Section II

### Important instructions regarding E-tender

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

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

Process of e-Tender:

**1. Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid and Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAVE TO BE SUBMITTED ON-LINE at <https://www.mstcecommerce.com/eprochome/rbi>**

a. Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

b. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender. Contact person (Reserve Bank of India, Gangtok):

a) Shri Subir Ranjan Mukhopadhyay, Manager, [srmukhopadhyay@rbi.org.in](mailto:srmukhopadhyay@rbi.org.in), Mob: 9874271231

Contact person (MSTC Ltd):

- i. Shri Sabyasachi Mukherjee, ERO, Mobile No. 7278030407, [smukherjee@mstcindia.co.in](mailto:smukherjee@mstcindia.co.in)
- ii. Shri M H Jain, Assistant Manager, Mobile No-9721277969, [mhjain@mstcindia.co.in](mailto:mhjain@mstcindia.co.in)
- iii. Shri Kaviti Kranthi Kumar, Mobile no-9174009882, [kkumar@mstcindia.co.in](mailto:kkumar@mstcindia.co.in)

a) Windows 7 or above Operating System

b) IE-7 and above Internet browser.

c) Signing type digital signature



d) Latest updated JRE (Java) (x86 Offline) software to be downloaded and installed in the system.

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

- Tools => Internet Options => Security => Disable protected Mode if enabled-i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.
- To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

**2.** The Technical Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Bids will be opened electronically on specified date and time as given in the Tender.

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

**4.** Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

NOTE:

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



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

**6.** E-Tender cannot be accessed after the due date and time mentioned in NIT.

**7.** Bidding in e-Tender:

a) Vendor(s) need to submit necessary EMD, Transaction fees (If any) 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.

b) The process involves Electronic Bidding for submission of Technical and Price Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement →PSU/Govt depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

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

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical 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. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.

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

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

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

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

j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the



same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- p) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.





**RESERVE BANK OF INDIA**

**Human Resource Management Department**

**Amdo Golai, Gangtok**

**E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2022**

**PART-I**

**Technical Bid**

**Name of Tenderer:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Landline/Mobile Number:** \_\_\_\_\_

**Last Date for submission: Up to 1500 hrs on March 8,2021**



Expression of Interest  
(On letter head of the tenderer)

Date:

The Chief General Manager  
Reserve Bank of India  
Gangtok-737102

Dear Sir

Re: E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2022

Having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the tender document hereinafter set out and having visited and examined the site of the works specified therein and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer for my/our Firm / Company / Agency to be empaneled for providing Housekeeping services to be deployed at RBI, Gangtok.

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a Contract, I/We agree to honor the obligation with due diligence and efficiency as required by RBI, Gangtok.

I/We also understand that mere filling of the E-Tender does not automatically qualify me/us for being empaneled. I/We also agree to RBI, Gangtok's right to reject any or all Applications (including mine/ours) without assigning any reason thereof.

I/We agree to all the terms and conditions of the tender notice.

Thanking you

Yours faithfully

Signature and Seal of the tenderer:

Address:



**E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2022**

**Terms and Conditions of the Contract:**

**General Instructions:**

1. Reserve Bank of India, Gangtok intends to empanel a reputed Firm / Company / Agency for providing Housekeeping services at RBI, Amdo Golai, Gangtok on contract basis as per laid down Contractual obligations upto March 31, 2022. However, the Contract can be further extended for a further period of two years, one year at a time, or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the tenderer.

**2. The deployment of manpower should be as follows:-**

SN	Category	No
1	Office Attendant	2
2	Maintenance Attendant	3
3.	Maintenance Attendant (Tech / Elect)	1
4	Cook	1
5	Assistant cook	1

3. The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or at any time during the currency of the Contract. The Bank reserves the right to award entire Contract to one tenderer or separately. Estimated Contract value is Rs.23,00,000/- (Rupees Twenty- three Lacs only) excluding GST and statutory taxes for the contract period.

**4. Submission of Tender:**

- i. Tenderers will have to submit the transaction fee and shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- ii. The tenderers shall submit their technical bid as well as the price bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- iii. If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

**5. Earnest Money Deposit (EMD) and Interest Free Security Deposit:**

- i. Earnest Money Deposit (EMD) for Rs. 46,000/- (Rupees Forty Six Thousand only) is to be deposited through NEFT/online mode during the submission of the tender. Failure to



comply with this condition will render the tender void and the tender will be rejected. The EMD will be returned to all the unsuccessful tenderers after the completion of the tender process. No interest shall be paid on this deposit. EMD of the successful tenderer will be adjusted against Security Deposit.

- ii. MSME/NSIC registered organizations will be eligible for Exemption from EMD as per applicable Statutory Provisions. However, valid Certificate must be enclosed with technical bid for EMD Exemption.
- iii. The successful tenderer shall deposit 5% of Contract value as interest free security deposit. This amount shall be paid through NEFT/online mode in favour of "Reserve Bank of India, Gangtok". The tenderers are also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of demand draft/NEFT/Online mode payment. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- iv. The security deposit shall be adjusted against any loss, theft, damage, etc. caused by the tenderer or by the personnel deployed or by negligence of personnel deployed and/or breach of one or more of the conditions of the agreement by the tenderer.

**6. Eligibility Criteria (Pre-qualification Criteria):**

The tenderer should satisfy the following conditions and is requested to enclose the following documents in Part-I, Technical Bid for examining their qualification/suitability. Part-II, Price Bid of only those tenderers will be opened who are found eligible after the scrutiny of Part-I, Technical Bid:

- i. The tenderer may be a Proprietary firm, Partnership firm, Limited company or Corporate Body legally constituted and reputed for providing Maintenance Staff/Office Staff on outsourcing basis.
- ii. The tenderer must have its office at Gangtok or in any other places in the State of Sikkim.
- iii. The tenderer should have applicable tax registrations PAN and GST supported by documentary evidence.
- iv. Tenderer should have an annual turnover of an amount not less than Rs. 27 lacs during three financial years i.e. 2016-17, 2017-18 and 2018-19 as reflected from its Audited Balance Sheets (For 2018-19, if audited balance sheet is not available, GST Return for the year 2018-19 can be submitted or a provisional balance sheet certified by a Chartered Accountant can be submitted).
- v. The tenderer must have completed similar works in the last five years (works undertaken and completed on or after March 31, 2015) and should submit documentary evidence for:
  - a. Three similar works each costing not less than the amount equal to 40% of the estimated cost i.e. for Rs. 9.20 lakhs each.  
OR
  - b. Two similar works each costing not less than the amount equal to 50% of the estimated cost i.e. for Rs. 11.5 lakhs each.  
OR



- c. One similar work costing not less than the amount equal to 80% of the estimated cost i.e. for Rs. 18.40 lakhs.



Note: "Similar work" is defined as Annual Service Contract for Providing Manpower on outsourced basis.

- vi. Tenderer should be continuously in business at least for 5 years as on March 31, 2020 (supported by documentary evidence).
- vii. Tenderer should have existing deployment of minimum 8 Office Staff/ Housekeeping Staff each in minimum of three Govt. institutions / bodies / establishments (including residential premises) or institutions of repute (Attach proof of present deployment). Tenderer should furnish three Reference Sites and on request by the RBI the Referees should testify about the performance of the tenderer to RBI's satisfaction.
- viii. The tenderer should have presently deployed minimum 8 Office Staff/Housekeeping Staff. (Attach proof of details)
- ix. Tenderer should have valid Certificate of Registration under Employees Provident Funds and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948.
- x. Tenderer should have own Office/ branch in Gangtok (Documentary Evidence has to be provided).
- xi. Tenderer should have a current account in a scheduled bank and should give an undertaking that it is ready to receive the payments through RTGS/ NEFT.
- xii. Tenderer should upload the following documents along with Part-I, Technical Bid:
  - a. Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
  - b. Income Tax Returns for three Financial Years i.e. 2017-18, 2018-19 and 2019 - 20 and PAN Card. (In Case, income tax returns for the year 2019-20 is not available Income Tax Return for the 2016 -17, 2017-18 and 2018-19 can be submitted)
  - c. Audited Balance Sheet for three Financial Years i.e. 2017-18, 2018-19 and 2019 - 20 (in-case of non-availability of Audited Balance Sheet for 2019 -20, the applicant can submit GST return for the year 2019-20 or a provisional balance sheet certified by a Chartered Accountant)
  - d. Certificate of registration from Employees' State Insurance Corporation (latest).
  - e. Certificate of registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (latest).
  - f. GST Registration Certificate.
  - g. Performance feedback from minimum of three clients, preferably Govt. / Public Sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2019).
  - h. Solvency Certificate from banker (Date of issue of Solvency Certificate must not be earlier than September 30, 2020)



## **7. Scope of work:**

The tenderer shall have to provide Housekeeping services on outsourced basis as per the requirement of Reserve Bank of India, Gangtok. The broad Scope of Work and Guidelines to be followed by the deployed personnel will be as under:

### **(A) Work to be performed by Office Attendant:**

- i. To perform activities such as receiving and delivering documents or items, including correspondence, memorandum, publications, records, files, packages, etc. and to assist with basic Office duties such as photocopying, filing and assisting superiors as and when necessary.
- ii. To serve Officers / staff of the Bank with water, tea/ coffee and to attend to visitors and promptly serve them with water, tea/ coffee and other needs.
- iii. To maintain cleanliness of the Office, Office equipment and furniture and clean them as and when required.
- iv. To perform other miscellaneous office work assigned by the Officers / staff of the Bank.

### **(B) Scope of work for Maintenance Attendant:**

- i. Cleaning of floors/toilets/common areas etc. with suitable tile cleaning chemicals and keeping the passage clean at all times, even if it means cleaning repeatedly.
- ii. Cleaning of windows and doors internally every day and externally once in a month.
- iii. Over and above the activities mentioned above, any other work relating to Housekeeping of the designated areas will be done as and when required as per the instructions of the Officers / staff of the Bank.

### **(C) Scope of work for Maintenance Attendant Tech / Elect:**

Attending various complaints on electrical fittings and Fixing / Change / Repairing of the same. The material and other cost involved will be borne by the Bank separately. The person deployed will have to visit the residential accommodation of the Bank if required.

### **(D) Scope of work for Cook**

- i. The cook will have to work in the kitchen attached to the lounge in the Bank necessarily except under circumstances approved by the Bank.
- ii. Prepare both Breakfast and Lunch. The menu for the day will be pre-decided by the Bank.
- iii. Preparation of snacks/meals for meetings/Special Lunch organized in the Bank premises.
- iv. Monitor stock and place orders when there are shortages.
- v. Ensure all food and other items are stored properly
- vi. Keep a sanitized and orderly environment in the kitchen

### **(E) Scope of work for Assistant Cook**

- i. To assist the cook in preparation for cooking



- ii. To maintain the hygiene in the kitchen working area as well as in the dining area.
- iii. To pick-up fresh grocery items from the market.
- iv. To serve breakfast and lunch in the dining area.
- v. To assist the cook in monitoring stock.
- vi. Over and above the activities mentioned above, any other work relating to Kitchen and Dining area of the Bank will be done as and when required as per the instructions of the Officers / staff of the Bank.

8. If the space is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

9. Application containing false or inadequate information is liable for rejection.

10. Price Bids of only those tenderers who qualify the Technical Bid will be opened. Price Bids of the tenderers who do not qualify the Technical Bid will not be opened.

**11. Eligibility Criteria for Personnel's to be deployed:**

- i. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than MBBS as produced for verification by the Contractor.
- ii. The manpower deployed by the tenderer during the currency of the Contract shall not work in any other organisation or shall not be deployed by the tenderer at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the tenderer, which will be recovered from its monthly bills or security deposit or any other dues of the tenderer. Bank shall have the right to ask for a suitable replacement in such a case.
- iii. All the manpower deployed shall be persons between 18 and 45 years of age.
- iv. Office attendant should be able to read English Language.
- v. The cook deployed should be skilled to prepare different varieties of buffet spread for breakfast and Lunch.
- vi. The manpower deployed should be able bodied and trained persons with good health and clean record.

**12. Pay Structure:**

- i. The tenderer will be bound to the Minimum Rates of Wages as per the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) under applicable statutory provisions to the manpower deployed.
- ii. Rates quoted by the tenderer shall be a fixed amount throughout the period of the agreement. However, the Bank shall consider changes on account of revision of





minimum wages/statutory provisions as notified by the Government during the currency of the contract.

- iii. The rates should be inclusive of all applicable elements as per applicable Statutory Provisions except GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.

**13. Agreement Between the successful tenderer and the Bank:**

The successful tenderer shall execute an Agreement, at its own expenses, on a non- judicial Stamp Paper of appropriate value, as per the Articles of Agreement provided in this Tender Document, in duplicate, on receipt of intimation from the Bank of the acceptance of his tender. The Bank and the tenderer will retain one copy of the agreement each.

**14. No Commitment to Accept Lowest or any Tender:**

The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

**15. Terms of Payment:**

- i. The tenderer shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.
- ii. The tenderer will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the tenderer and submitted to the Bank shall be made by the Bank after the end of every calendar month. 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). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing which the bill may not be paid.
- iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the tenderer shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the tenderer.
- iv. 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.
- v. The payment of the bill to the tenderer will normally be done 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 settlement of the severed part will be separately dealt with as per terms and conditions of the contract.

**16. Penalty and Liquidated Damages:**

- i. The Bank will impose a penalty of Rs.500/- per person per day if the manpower deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.
- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the successful tenderer are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the successful tenderer can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

**17. Uniform and Other Facilities:**

- i. It shall be the responsibility of the successful tenderer to provide full uniform (summer and winter both) along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the Housekeeping services in the Bank's Premises or elsewhere.
- iii. In case of Housekeeping services, cleaning material will be provided by the Bank.

**18. Reporting:**

- i. The tenderer will introduce its manpower to Officer-in-charge, declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the tenderer shall furnish the complete particulars / bio-data of personnel with passport size color photo, duly attested by a Gazetted Officer, before deployment, including a copy of the arm license, wherever applicable.
- ii. The Bank reserves the right to advise the tenderer to remove any personnel found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points for the personnel deployed by the tenderer will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the



tenderer will have to abide by such direction.

- iv. It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the tenderer. The replacement personnel should be able to join his duty within two hours, failure to do so would render the tenderer liable to pay the damages at double the rate of the wages and suitable deductions will be made from monthly bills of the tenderer. Such replacement personnel shall also be subject to meeting the required standards.

#### **19. Termination of the Contract:**

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
  - a. in the opinion of the Bank (which shall not be called in question by the tenderer and shall be binding on the tenderer) the tenderer fails or refuses to implement this agreement to the Bank's satisfaction and/or
  - b. the tenderer commits a breach of any terms and conditions of this agreement and/or
  - c. the tenderer is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the tenderer and/or
  - d. for any reason whatsoever, the tenderer becomes disentitled in law to perform his obligations under this agreement and/or
  - e. There is any variation in the ownership/partnership of the management of the tenderer or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Bank or the tenderer wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

#### **20. Settlement of Disputes by Arbitration:**

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Gangtok and only courts in Gangtok shall have jurisdiction to determine the same.

#### **21. Compliance with “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013**

- a) The Contractor shall be solely responsible for full compliance with the provision of



“the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the Bank’s Premises, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or the Local Complaints Committee, as applicable, and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.

- b) 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.
- c) The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s Premises, at all times.

## **22. Other terms and conditions:**

- i. The tenderer shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for the following:
  - a) Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
  - b) Any loss suffered by the Bank as a result of disclosure of any confidential information.  
Failure to observe the above shall be treated as breach of Contract on the part of the tenderer and the Bank shall be entitled to claim damages and pursue legal remedies.
- ii. The tenderer shall be wholly responsible for the liabilities, if any, in respect of losses and claims, damages or compensation for breach of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen’s Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other applicable law/statute in force from time to time in this regard.
- iii. Any dispute regarding working hours and of compensation payable to the workers deployed by the tenderer will be the responsibility of the tenderer and no representation will be entertained on this issue by this Office. The tenderer shall totally indemnify the Bank in this regard.



- iv. If awarded, the tenderer shall not assign the Contract. The tenderer shall not sublet any portion of the Contract except with written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the tenderer rescinding the Contract.
- v. 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 are not found satisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e-tender and Part-II of the e- tender will be not be opened. The Bank is not bound to assign any reason for rejecting the tender.
- vi. After prima facie scrutiny, if any tenderer is found not fulfilling the required eligibility criteria, the tender submitted by it will not be processed further.
- vii. The tenderer / manpower deployed by it shall not disclose directly or indirectly to anyone details of this Office, operational process, technical know-how, security arrangements, administrative / organizational matters, infrastructure / systems / equipment's etc., which may come to the possession or knowledge of the tenderer during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The tenderer shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The tenderer 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.
- viii. The tenderer 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 Contractual obligations with respect to non- disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- ix. The Manpower deployed shall work as per the timings decided by the Bank, subject to applicable statutory provisions.
- x. The tenderer shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- xi. The tenderer shall provide information as required in respect of manpower deployed by it to enable the Bank to monitor compliance of Employees' Provident Fund Organization, Employees' State Insurance Corporation, etc.
- xii. The tenderer shall ensure that all persons employed by it, for the purpose of rendering the services required by the Bank are insured as per Workman's Compensation Act and other applicable statute for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower.
- xiii. The authorized person of the tenderer, other than the personnel deployed, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank. The tenderer shall ensure that



no employee of the tenderer will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.

- xiv. The tenderer shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- xv. The tenderer shall, at its own expenses, get the manpower deployed by it medically and clinically examined as per the tests prescribed by the Bank within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the tenderer.
- xvi. The tenderer shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages Act, 1948. The tenderer shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the Bank's authorized Officer assigned for this work. The register shall be submitted to the Bank after every payment to the manpower. In addition, the tenderer will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The tenderer has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by the Bank as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The tenderer shall also keep the Bank indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities.
- xvii. The tenderer shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the tenderer and /or the manpower deployed have observed the same.
- xviii. The tenderer shall provide a day of rest to the manpower deployed as per applicable statutes.
- xix. The tenderer shall obtain a licence under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the tenderer alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the tenderer and shall in no way be made liable to the persons deployed by the tenderer.
- xx. The Contract can be further extended for a further period of two years, one year at a time, or such other period as the Bank may consider necessary subject to satisfactory



performance and adherence to Contractual obligations by the tenderer. The decision of the Bank in this regard will be final.

- xxi. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the tenderer and the Bank shall not be liable in any manner whatsoever.
- xxii. The Contractor shall ensure that all persons employed for the purpose of rendering the services required by the Bank under this agreement are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damage to any persons or animals or any other things arising due to deployment in the Bank for executing the work contract.
- xxiii. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the tenderer shall alone be liable to pay such damages or compensation to the persons deployed.

### **23. Opening of Tender:**

Part-I of the e-tender will be opened on **March 8, 2021 at 1600 hrs** in the presence of the tenderers or authorized representative of the tenderers who choose to be present. Part-II, Price Bid of only those tenderers who qualify the Part-I, Technical Bid will be opened at a later date which will be advised to the tenderers.

### **24. Validity of Offer:**

The application and rates quoted in the tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the Price Bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

**25.** The tenderer must obtain for itself on its own responsibility and at its own expenses all the information which may be necessary for the purpose of making tender and for entering into a Contract and must inspect the site of work, acquaint itself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

**26.** Clarifications, if any, may be obtained from the Manager, Human Resource Management Department, Reserve Bank of India, Gangtok-737102.

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 Annual Contract is entrusted to me/us.

I/we also note that this letter will form part of the Contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.



Signature and seal of the tenderer/s:

Date: \_\_\_\_\_

Place: \_\_\_\_\_ Landline/Mobile No. \_\_\_\_\_





**Part- I TECHNICAL BID (BASIC INFORMATION)**

Sr.	Information Required	Comments of the Tenderer	Pg no.
1.	<p>Name and Address of the organization</p> <p>i. Address and telephone number of Registered Office</p> <p>ii. Address of the Office through which work with RBI would be handled. Also indicate the name of the authorized official and his/her telephone number.</p>		
2.	<p>Type of Organization- (Proprietorship, Partnership/Company established under the Companies Act,1956) (Please enclose relevant documents.)</p>		
3.	<p>Name/s of the Proprietor /Partners /Directors of the Organization</p>		
4.	<p>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc. (Not applicable for proprietorship.)</p>		
5.	<p>The tenderer should be continuously in business at least for 5 years as on March 31, 2019. (Attach documentary proof such as Certificate of Incorporation, IT Returns, PAN card etc.)</p>		
6.	<p>Whether the tenderer complies with the provisions of Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; and other acts as applicable from time to time.</p>		



7.	Existing deployment (in minimum three Govt. institutions / bodies / establishments (including residential premises) or institute of repute with deployment of minimum 5 attendants each. The tenderer should furnish three Reference Sites and on request by the RBI, the Referees should testify about the performance of the tenderer to the RBI's satisfaction. Details as per <a href="#">Annex-I</a> may be provided. Please enclose performance feedback from minimum of three clients, preferably Govt. / public sector clients availing the service. (Date of performance feedback should not be earlier than April 01, 2019)		
8.	Annual turnover of the tenderer during three financial years i.e. 2017-18 , 2018-19 and 2019-20 (should be of not less than Rs.23 Lacs per year as reflected in the audited balance sheet of the respective years) (in-case of non-availability of Audited Balance Sheet for 2019-20, the applicant can submit a provisional balance sheet certified by a Chartered Accountant)		
9.	Whether the firm/company has been issued PAN.  Income Tax Return (i) F.Y. 2017-18 (ii) F.Y. 2018-19 (iii) F.Y 2019-20 (In Case, income tax returns for the year 2019 - 20 is not available, Income Tax Return for the 2016-17, 2017-18 and 2018-19 can be submitted)		
10.	Audited Balance Sheet for three Financial Years i.e. 2016-17, 2017-18 and 2018-19 (in-case of non-availability of Audited Balance Sheet for 2018-19, the applicant can submit GST Return for the year 2018-19 or a provisional balance sheet certified by a Chartered Accountant may be provided)		
11	Whether Audited Balance Sheet of 2019 – 2020 is available? If yes please submit the same.		
12.	Certificate from ESI Corporation (latest).		



13.	Certificate from EPF Organization under EPF and Miscellaneous Provisions Act, 1952 (latest).		
14.	GST Registration Certificate.		
15.	The tenderer should have presently deployed minimum 8 Office Staff/Housekeeping Staff. (Attach proof of details) (Refer Page no. 12 para 5(vii))		
16.	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required.		
17.	The tenderer must have an Office in Gangtok. Provide details		
18.	The tenderer should submit solvency certificate certified by its banker (Date of issue of the certificate must not be earlier than March 31, 2020)		
19.	The Bank Account details (Account Number and IFSC Code) where payments would be received by the Tenderer in respect of the deployed manpower should be provided. Payments will be made through RTGS/NEFT		



## Articles of Agreement

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 between Reserve Bank of India, having its Office at Amdo Golai, Gangtok, Sikkim (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 \_\_\_\_\_, having its Office at  
\_\_\_\_\_

(hereinafter referred to as the "Contractor") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the Contractor is carrying on the business of providing personnel for Housekeeping services at a Govt. institution/ body/ establishment and has adequate experience in such jobs for rendering such services.

and whereas the Bank is desirous of availing services of the Contractor for the purpose as indicated in the letter no. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Contractor shall provide Housekeeping services for the Office premises at Amdo Golai, Gangtok
2. This agreement will remain in force up to March 31, 2022 or unless it is terminated as per the terms hereinafter contained.
3. The quoted charges of Rs. \_\_\_\_\_ (In words: Rupees \_\_\_\_\_) covering the cost of manpower deployed shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Security Officer/ Bank's Officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.



#### 4. Scope of work:

The Contractor shall have to provide Housekeeping services on outsourced basis as per the requirement of Reserve Bank of India, Gangtok. The broad Scope of Work and Guidelines to be followed by the deployed personnel will be as under:

##### (A) Work to be performed by Office Attendant:

- i. To perform activities such as receiving and delivering documents or items, including correspondence, memorandum, publications, records, files, packages, etc. and to assist with basic Office duties such as photocopying, filing and assisting superiors as and when necessary.
- ii. To serve Officers / staff of the Bank with water, tea/ coffee and to attend to visitors and promptly serve them with water, tea/ coffee and other needs.
- iii. To maintain cleanliness of the Office, Office equipment and furniture and clean them as and when required.
- iv. To perform other miscellaneous office work assigned by the Officers / staff of the Bank.

##### (B) Scope of work for Maintenance Attendant:

- i. Cleaning of floors/toilets/common areas etc. with suitable tile cleaning chemicals and keeping the passage clean at all times, even if it means cleaning repeatedly.
- ii. Cleaning of windows and doors internally every day and externally once in a month.
- iii. Over and above the activities mentioned above, any other work relating to Housekeeping of the designated areas will be done as and when required as per the instructions of the Officers / staff of the Bank.

##### (C) Scope of work for Maintenance Attendant Tech / Elect:

Attending various complaints on electrical fittings and Fixing / Change / Repairing of the same. The material and other cost involved will be borne by the Bank separately. The person deployed will have to visit the residential accommodation of the Bank if required.

##### (D) Scope of work for Cook

- i. The cook will have to work in the kitchen attached to the lounge in the Bank necessarily except under circumstances approved by the Bank.
- ii. Prepare both Breakfast and Lunch. The menu for the day will be pre-decided by the Bank.
- iii. Preparation of snacks/buffet for meetings/Special Lunch organized in the Bank premises.
- iv. Monitor stock and place orders when there are shortages.
- v. Ensure all food and other items are stored properly
- vi. Keep a sanitized and orderly environment in the kitchen

##### (E) Scope of work for Assistant Cook

- i. To assist the cook in preparation for cooking
- ii. To maintain hygiene in the kitchen working area as well as the dining area.



- iii. To pick-up fresh grocery items from the market.
- iv. To serve breakfast and lunch in the dining area.
- v. To assist the cook in monitoring stock.
- vi. Over and above the activities mentioned above, any other work relating to Kitchen and Dining area of the Bank will be done as and when required as per the instructions of the Officers / staff of the Bank.

**5. Eligibility Criteria for Personnel's to be deployed:**

- i. Manpower deployed should not be in Low Medical Category i.e. should be physically fit in all respects. Medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than MBBS as produced for verification by the Contractor.
- ii. The manpower deployed by the Contractor during the currency of the Contract shall not work in any other organisation or shall not be deployed by the Contractor at any other organisation. If any such instance comes to the notice of the Bank during the agreement period, the Bank shall have the right to impose suitable penalty on the Contractor, which will be recovered from its monthly bills or security deposit or any other dues of the Contractor. Bank shall have the right to ask for a suitable replacement in such a case.
- iii. Personnel deployed shall be persons between 18 and 45 years of age.
- iv. Office Attendant should be able to read English language.
- v. The manpower deployed should be able bodied and trained persons with good health and clean record.

**6. Pay Structure:**

- i. The contractor will be bound to the Minimum Rates of Wages as per the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) under applicable statutory provisions to the manpower deployed.
- ii. Rates quoted by the contractor shall be a fixed amount throughout the period of the agreement. However, the Bank shall consider changes on account of revision of minimum wages/statutory provisions as notified by the Government during the currency of the contract.
- iii. The rates should be inclusive of all applicable elements as per applicable Statutory Provisions except GST. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.

**7. Terms of Payment:**

- i. The contractor shall be responsible and liable for payment of salaries, statutory minimum wages, other admissible allowances and other legal dues to the manpower deployed for the purpose of rendering the services required by the Bank under this tender. The Bank shall not pay any extra charges / payment for whatever reason including weekly off / leave / holiday etc. to the manpower



deployed. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification.

- ii. The contractor will not be paid any payments in advance. Monthly payment confirming to the attendance of the manpower deployed as per the documents to be maintained by the contractor and submitted to the Bank shall be made by the Bank after the end of every calendar month. The contractor 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). The bill should be submitted along with documentary evidence like bank statement etc. regarding payment made to its manpower, failing which the bill may not be paid.
- iii. The requisite manpower deployment shall be provided as per the requirement of the Bank and the persons deployed by the contractor shall not claim themselves as the employees of the Bank and there shall be no employer-employee relationship between the Bank and the persons so deployed by the contractor.
- iv. In the event of termination of the contract for any reason whatsoever, the contractor or the manpower deployed shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- v. The payment of the bill to the contractor will normally be done 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.

#### **8. Interest Free Security Deposit:**

- i. The Contractor shall deposit 5% of Contract value as interest free security deposit. This amount shall be paid either in the form of Demand Draft of a scheduled bank payable at Gangtok or through Online Mode/NEFT in favour of "Reserve Bank of India, Gangtok". The Contractor is also allowed to furnish security deposit in the form of a Performance Bank Guarantee in lieu of demand draft/NEFT/Online mode payment. Performance Bank Guarantee shall be valid for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor.
- ii. The security deposit shall be adjusted against any loss, theft, damage etc. caused by the Contractor or by the personnel deployed by the Contractor or negligence of personnel deployed by the agency and/or breach of one or more of the conditions of the agreement by the Contractor.

#### **9. Penalty and Liquidated Damages:**

- i. The Bank will impose a penalty of Rs.500/- per person per day if the manpower



deployed are found either unauthorizedly absent from their post or sleeping while on duty. In addition to this penalty, such lapses will be viewed seriously by the Bank and may result in termination of the contract.

- ii. In case of breach of any/or more of the conditions in the agreement and/or services provided by the Contractor are found not satisfactory (not maintaining the man power, found not alert on duty, indiscipline and improper uniform/turnout etc.), during any period of the agreement, an amount subject to minimum 10% of the total monthly bill would be deducted as liquidated damages for one month and if the performance continues to be unsatisfactory in any of the subsequent months the services of the Contractor can be terminated by giving a short notice of seven days or forthwith depending upon the exigencies and also disqualifying it from participation in future empanelment.

**10. Uniform and Other Facilities:**

- i. It shall be the responsibility of the Contractor to provide full uniform (summer and winter both) along with the name plate/identity card to the manpower deployed to perform their duties. The identity cards shall be produced on demand by any authority of the Bank or of the Government.
- ii. The Bank will not provide accommodation to the personnel deployed in the Bank's Premises or elsewhere.
- iii. In case of Housekeeping services, cleaning material will be provided by the Bank.
- iv. The Contractor must arrange all necessary measures to keep the workers compliant to COVID 19 norms as prescribed by the authorities and as per instruction issued by the Bank from time to time.

**11. Reporting:**

- i. The Contractor will introduce its manpower to Officer-In-charge, declared as controlling Officer or any other person authorized by the Bank on its behalf for the operation of the agreement by the Bank, for verification and satisfaction before their deployment and the Contractor shall furnish the complete particulars / bio- data of personnel with passport size color photo, duly attested by a Gazetted Officer, before deployment, including a copy of the arm license, wherever applicable.
- ii. The Bank reserves the right to advise the Contractor to remove any personnel found not discharging his duties satisfactorily or of doubtful character and it will immediately remove such person / persons and provide replacement.
- iii. The duty points and retention of personnel deployed by the Contractor will be decided by the Bank through its Officer-in-Charge or any person so authorized in this regard and the Contractor will have to abide by such direction.
- iv. The personnel deployed shall work as per the timings decided by the Bank, subject to applicable statutory provisions.
- v. It may be distinctly understood that there shall not be any absenteeism by the personnel. In case of absenteeism, if any, replacement personnel will have to be provided by the Contractor. The replacement personnel should be able to join his duty within two hours, failure to do so would render the Contractor liable to pay the damages at double the rate





of the wages and suitable deductions will be made from monthly bills of the Contractor. Such replacement personnel shall also be subject to meeting the required standards.

**12. Termination of the Contract:**

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
  - a. in the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
  - b. the Contractor commits a breach of any terms and conditions of this agreement and/or
  - c. the Contractor is adjudged an insolvent or a compromise is entered by it with its creditors or receiver is appointed of any part of the assets or property of the Contractor and/or
  - d. for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - e. there is any variation in the ownership/partnership of the management of the Contractor or its business without the prior approval in writing of the Bank of such variation.
- ii. In case, the Contractor wants to terminate the agreement for any reason, it may do so after giving three months' prior notice.

**13. Settlement of Disputes by Arbitration:**

If any dispute, differences or questions shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further, such disputes, difference or questions, if any, shall be deemed to have arisen at Gangtok and only courts in Gangtok shall have jurisdiction to determine the same.

**14. Compliance with "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013**

- a) The Contractor shall be solely responsible for full compliance with the provision of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the Bank's Premises, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or the Local Complaints Committee, as applicable, and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.



- b) 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.
- c) The Contractor shall be responsible for any monetary compensation that may have to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's Premises, at all times.

**15. Other terms and conditions:**

- i. The Contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for the following:
  - a) Any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism or dereliction of duty by the manpower deployed.
  - b) Any loss suffered by the Bank as a result of disclosure of any confidential information.  
Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.
  - c) The Contractor shall be wholly responsible for the liabilities, if any, in respect of losses and claims, damages or compensation for breach of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act 1948; Workmen's Compensation Act, 1923; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act, 1938, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other applicable law/statute in force from time to time in this regard.
- ii. Any dispute regarding working hours and of compensation payable to the workers deployed by the Contractor will be the responsibility of the Contractor and no representation will be entertained on this issue by this Office. The Contractor shall totally indemnify the Bank in this regard.
- iii. If awarded, the Contractor shall not assign the Contract. The Contractor shall not sublet any portion of the Contract except with written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract.
- iv. The Contractor / manpower deployed by it shall not disclose directly or indirectly to anyone details of this Office, operational process, technical know- how, security arrangements, administrative / organizational matters, infrastructure / systems /



equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his Contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank.

- v. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractual obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason.
- vi. The Manpower deployed shall work during the Office hours.
- vii. The Contractor shall maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- viii. The Contractor shall provide information as required in respect of manpower deployed by it to enable the Bank to monitor compliance of Employees' Provident Fund Organisation, Employees' State Insurance Corporation, etc.
- ix. The contractor shall ensure that all persons employed by it, for the purpose of rendering the services required by the Bank are insured as per Workman's Compensation Act for which no extra payment will be made by the Bank. Documentary proof of the same has to be submitted to the Bank within two months from the date of deployment of manpower.
- x. The authorized person of the contractor, other than the personnel deployed, shall personally and exclusively supervise or deploy sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
- xi. The Contractor shall ensure that no employee of the Contractor will enter or remain on the Bank's premises beyond the specified time limits until and unless it is absolutely necessary for fulfilling Contractual obligations.
- xii. The Contractor shall obtain Police Verification report on character and antecedents of his personnel and other details relating to age, educational qualification, name and permanent address to be provided under this Contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- xiii. The Contractor shall, at its own expenses, get the manpower deployed by it medically and clinically examined as per the tests prescribed by the Bank within one month of awarding the Contract. The medical reports should be submitted to the Bank. These certificates / reports should also be submitted as and when any new person is deployed by the Contractor.
- xiv. The Contractor shall ensure payment of wages to labourers of all descriptions deployed by it as per the rates quoted by it ensuring compliance with Minimum Wages



Act, 1948. The Contractor shall maintain a register of wages, issue a wage slip to every manpower deployed and obtain his signature or thumb impression on the wage slip in the presence of the Bank's authorized Officer assigned for this work. The register shall be submitted to the Bank after every payment to the manpower. In addition, the Contractor will have to provide essential amenities required under applicable laws / statutes like first aid facility etc. to the manpower deployed. The Contractor has to give an undertaking on Non-Judicial Stamp Paper of applicable value before the award of the work that it undertakes to actually pay wages to labourers of all descriptions deployed by it for the purpose of rendering services required by the Bank as per the rates quoted in the tender ensuring compliance with Minimum Wages Act, 1948 and other applicable laws. The Contractor shall also keep the Bank indemnified against all the actions that may be initiated against it by the Statutory Authorities for its failure to pay such wages and provide the essential amenities.

- xv. The Contractor shall ensure that the manpower deployed, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Contractor and /or the manpower deployed have observed the same.
- xvi. The Contractor shall provide a day of rest to the manpower deployed as per applicable statute.
- xvii. The Contractor should be conforming to Employees Provident Funds and Miscellaneous Provisions Act, 1952; The Payment of Wages Act, 1936; The Contract Labour (Regulation and Abolition) Act, 1970; and should undertake to comply with various acts applicable from time to time. Being a statutory body established under the Act of Parliament, the Bank is bound to pay minimum wages as prescribed by the Central and State Governments, which may be applicable in case of Contractors employed by the Bank.
- xviii. The Contractor shall obtain a licence under Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable from time to time, failing which the Contractor alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the persons deployed by the Contractor.
- xix. The Contract can be further extended for a further period of two years, one year at a time or such other period as the Bank may consider necessary subject to satisfactory performance and adherence to Contractual obligations by the Contractor. The decision of the Bank in this regard will be final.
- xx. All liabilities arising out of any legal dispute, accident etc. shall be borne/ paid by the Contractor and the Bank shall not be liable in any manner whatsoever.
- xxi. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the manpower deployed which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to the persons deployed.



**16. Stamp Duty**

The Contractor shall bear the stamp duty of this Agreement which will be executed in duplicate. The Bank and the Contractor will retain one copy of the agreement each.

In witness, thereof the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof on the day and year hereinabove first mentioned.

Signed and delivered

Shri \_\_\_\_\_(sign and seal of the Contractor) In

the presence of (witness):

1.

Signed and delivered for and on behalf of Reserve Bank of India by (sign and seal of the Bank)

Shri \_\_\_\_\_, its duly authorized Officer in

the presence of (witness):

1.



Annex-1

Details of previous experience

Sl. No.	Duration of Contract	Nature of services rendered	Name, full address and phone no. of the Office under whom the work was carried out	Number of persons		
				Office Attendant	Maintenance Attendant	Cook/Assistant Cook



**Reserve Bank of India  
Human Resource Management Department  
Amdo Golai, Gangtok, Sikkim-737102**

**E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2022**

**PART-II**

**Price Bid**

**Name of Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Last Date of Submission: March 8,2021 at 15:00 hrs**

**(This is for illustrative purpose only and the Price Bid should not be submitted with Part- I Technical Bid. It should be submitted in the MSTC Online Portal under section – Price Bid**



**PART-II**  
**Price Bid**

**E-Tender for providing Housekeeping services on Outsourcing basis to RBI, Gangtok upto March 31, 2022 (Through [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi))**

**(This is for illustrative purpose only and the Price Bid should not be submitted with Part-I Technical Bid. It should be submitted in the MSTC Online Portal under section – Price Bid.)**

	<b>Name of the Firm / Company / Agency (With full address and Tel. No.)</b>	:	
	<b>Registration No. of the Firm / Company / Agency under State / Central Govt. or any other Organisation Viz. DGR</b>	:	

**Total Amount of Charges for all categories of manpower deployed**

Sr. (a)	Category of Manpower (b)	No. of persons to be deployed (c)	Rate per person (for 26 days) * (d)
A	Office Attendants	2	(to be quoted by the tenderer exclusive of GST)
B	Maintenance Attendant	3	(to be quoted by the tenderer exclusive of GST)
C	Maintenance Attendant Tech/Elect	1	(to be quoted by the tenderer exclusive of GST)
D	Cook	1	(to be quoted by the tenderer exclusive of GST)
E	Assistant Cook	1	(to be quoted by the tenderer exclusive of GST)





F	Service Charges (Service Charges in percentage, which should include: All expenditure on providing uniform outfits/ managerial/ supervisory/ insurance/ administrative services by all means to get the work done through deployed Housekeeping services.)
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**\* - Rates shall be inclusive of Minimum Basic Wages plus VDA, Employees Provident Fund Contribution, Employees State Insurance Contribution, Employees Deposit Linked Insurance (EDLI), EDLI administrative charges, Bonus and other charges, if any. All Charges will be as per applicable statutory provisions. Uniform Washing Allowance shall be given Basic plus VDA.**

Note: Tenderers should quote monthly charges for only one person. Charges for required Manpower will be automatically calculated by the system.

**Grand Total (Charges for 12 months)**

**Total Manpower Charges =  $\{[A+B+C+D+ (A+B+C+D)*E/100]*12\}$**

**Terms and Conditions:**

1. The agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/quoting the rates. Rates quoted above must be as per the Minimum Rates of Wages as per the Ministry of Labour and Employment (Higher of the Minimum Wages announced by Central and State Government) for all the components except the Service Charges (Agency Charges) element. All fields are mandatory and subject to Government rules as applicable.
2. The Wages are subject to revision on account of changes by Applicable Statutory provisions.
3. Tenderers should note that Service Charges (Agency Charges) 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.
4. The tenderer is required to mandatorily quote for all two categories of Housekeeping services in the price bid. Any bid which has not quoted charges for both the categories of Attendants shall be liable to be rejected.
5. All the tenderers must attach component wise break-up of the Manpower charges quoted along with the Price Bid. Tenderers not attaching the break-up sheet along with the Price bid are liable to be rejected.
6. L1 shall be decided on the basis of Grand Total (Charges for 12 months) as quoted above by the tenderer.
7. Keeping in view TDS provisions and other elements of service charges, quotations of service charge less than or equal to 2% would be treated as unresponsive and will not be considered. In case of a tie, the Bank reserves the right to award the contract to any



of the tenderer in the tie, keeping in view the experience of the agency in providing manpower services, geographical presence, own training establishment and ISO certification."

8. GST shall be reimbursed on actual on production of documentary evidence and should be exclusive of above rates.