



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

E–Tender for Deployment of One (1) Cook for Officers’ Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata

Reserve Bank of India (hereinafter referred to as RBI), Human Resource Management Department, Kolkata invites e-tender in two parts (Part I & II) from eligible Companies / Firms / Agency for deployment of One (1) Cook for Officers’ Lounge (Main Office Building) RBI, Kolkata and Fifty (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata fulfilling the pre-eligibility criteria, for the period from April 01, 2023 to March 31, 2024 (12) months.

Estimated cost of the work for 2023-24 (Inclusive of GST @ 18%)	Earnest Money Deposit for 2023-24 (2% of Estimated Cost)
₹1,80,00,000/-	₹3,60,000/-

The last date for submission of e-tender is **February 10, 2023 up to 14:00 hrs.** For further details, please visit “Tender” Section at RBI’s website <https://www.rbi.org.in> and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. Please also note that further Addendum / Corrigendum, if any, will only be published on RBI website.

Place: Kolkata

Date: January 16, 2023

**Regional Director
Reserve Bank of India
Kolkata**



DISCLAIMER

Reserve Bank of India, HRMD, Kolkata, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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 Reserve Bank of India 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 any of their respective officers, employees. Reserve Bank of India reserves the right not to proceed with the work or to change the scope of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



Table of Content

Sl. No.	Title	Page No.
1	Important Instructions for E-Tender	4-7
2	Notice Inviting Tender (SOT)	8-9
3	Pre-Eligibility Criteria	10-13
4	Instructions to Tenderers	14-17
5	Technical Bid (Part-I)	18-21
6	Detailed Scope of Work	22
7	Terms and conditions for providing the Cleaning Services	23-30
8	Part- II – Commercial Bid	31-32
9	Annex I – Details of Bankers	33
10	Annex II – Client's Report	34
11	Annex III – Proforma for Bank Guarantee	35-37
12	Article of Agreement	38-44



IMPORTANT INSTRUCTIONS FOR E-TENDER

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

Bidders / vendors are requested to read the terms & conditions of this tender before submitting their online tender.

1. Process of e-Tender:

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

SPECIAL NOTE:

BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

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

2) 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, before the scheduled time of e-Tender.

Contact person (MSTC Ltd):

MSTC Help desk number: 07969066600

1.	Shri. Sabyasachi Mukherjee (ERO)	smukherjee@mstcindia.co.in	7278030407
2.	Shri Kaviti Kranthi Kumar	kkkumar@mstcindia.co.in	9174009882

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system



To disable “Protected Mode” for Digital Signature Certificate (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 <https://www.mstcecommerce.com> once).

2. The Technical Bid and the Commercial Bid shall have to be submitted online at 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.

Special Note towards Transaction fee:

4. 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.
5. 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 tender so as to give themselves sufficient time to submit the bid.

6. 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).



E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting tender.

Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD 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 (Reserve Bank of India, Kolkata).

The process involves Electronic Bidding for submission of Technical and Commercial Bid.

- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- c) The vendor(s) should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run then the vendor will not be able to save/submit / their/ his Technical bid.
- d) After filling the Technical bid, vendor(s) should click 'save' for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.
- e) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
- g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that



vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.

- i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- j) Reserve Bank of India 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.
- k) 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 the terms & conditions of the tender.
- l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) 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.
- n) Vendor(s) are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprchome> to familiarize him/ them with the system before bidding.



NOTICE INVITING TENDER
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

1	Description of Works	Contract for undertaking deployment One (1) Cook for Officers' Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Cleaners at: a) Reserve Bank of India, Main Office Building as also Annex Building, at 13 & 15, N.S. Road, Kolkata 700001 b) RBI Staff Quarters, Salt Lake c) RBI Staff Quarters, Dumdum d) IG Mint, Alipore e) Or any other site as decided by the Bank
2	Estimated Cost	₹ 1,80,00,000/-
3	Earnest Money Deposit	₹ 3,60,000/- (2% of Estimated Cost) [To be deposited through NEFT in favour of Reserve Bank of India, Kolkata in the A/c No. - 186003001, IFSC – RBIS0KLPAO1 mentioning Name/ Company Name of the vendor in NEFT transaction remarks] or through DD in favour of RBI Kolkata.
4	Validity of Quoted Rates	Initially for 12 (Twelve) months to be renewed and extended on mutual terms and conditions for a period of one year at a time but not beyond three years).
5	Bank Guarantee	₹ 9,00,000/- (5% of Estimated Cost) (to be submitted by successful bidder)
6	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through https://www.mstcecommerce.com
7	E – Tender No.	RBI/Kolkata/HRMD/67/22-23/ET/569
8	Date of NIT available (viewing of Tender) to parties for download	January 16, 2023 at 20:00 hrs
9	Transaction Fees	Fees will be submitted to MSTC https://www.mstcecommerce.com



10	Schedule of offline Pre-bid meeting	January 18, 2023 at 15:00 hours at Human Resource Management Department, 5 th Floor, Reserve Bank of India, 15, N.S Road, Kolkata 700001.
11	Date of Starting of e-Tender for Online submission on MSTC website	January 18, 2023 at 20:00 hrs.
12	Last Date of Submission of EMD to RBI, Kolkata	February 09, 2023 at 14:00 Hrs.
13	Date of Closing of Online e-tender for submission of Technical & Commercial Bid	February 10, 2023 at 14:00 hrs.
14	Date and Time of Opening of Part I i.e. Technical bid	February 10, 2023 at 15:00 hrs.
15	Date & Time of Opening of Part II i.e., Commercial Bid	Will be communicated in Due course.



PART I

E – Tender for Deployment of One (1) Cook for Officers’ Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata

Name of the Tenderer: _____

Address: _____

Date of pre-bid meeting: January 18,2023 (15:00 hrs.)

Date of on line submission: January 18 to February 10, 2023 (14:00 hrs.)

Date of opening of Tender (Part-I) February 10, 2023 (15:00 hrs.)



Pre-Eligibility Criteria

Criteria	Requirement
1. Duration of Past experience	<p>(a) Should have a minimum 3 years of experience as on December 31, 2022. Tenderers should furnish their Client list showing the details of work carried out by them during the last 3 years. The list shall include details such as Name of Client, Value of Work executed etc. The Tenderer should submit documentary evidence in support of minimum experience of 3 years.</p> <p>(b) The Tenderer should be providing services in any of the following segments (i) Hotels (ii) International/ Domestic Airports, (iii) Metro Railway Stations, (iv) Shopping Malls, (v) Reputed/Public/Private Sector banks/enterprises/Companies. Tenderer should produce the copies of work orders from clients mentioned above.</p>
2. Yearly Turnover	Should have an average annual turnover of 100% of the Estimated Cost or more during the last three financial year ended March 31, 2022. A Certificate from Chartered Accountant (CA), along with the Balance Sheet, duly certified must be mandatorily submitted along with the tender. Any tender document without the Balance sheet and a CA certificate regarding the turnover will be rejected.
3. Service Set up	Certificate in support of having a full-fledged service set up for the job specified in the Tender documents should be uploaded. (To be uploaded in e-tendering portal)
4. Details of Company/ Firm/ Agency	The full particulars of the Company/Firm/Agency/ in details are required to be submitted. In case of a company, the certificate of registration, Memorandum and Article of Association of the Company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm and in case of an agency or proprietorship, the particulars of the individual/individuals involved therein



	along with the names(s) and address(es) etc. are to be submitted.
5. Credit worthiness of the Agency	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with creditworthiness certificate from the bankers with a copy of the latest final accounts of the business of the bidder duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years. (To be uploaded in the e-tendering portal)
6. Name and Address of the Banker and their present contact executive	Written information about the names and addresses of the bankers of tenderers along with full details, like names, postal addresses, e-mail IDs, telephone nos. (Landline and mobile), fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by RBI in case it is so needed) should be uploaded . <u>(Annex-I)</u> to be filled and uploaded in the e-tendering portal)
7. Details of Bank Accounts	Full particulars of the bank accounts of the tenderers like the bank branch address, IFS Code, account no and type, when opened, etc., should be submitted (uploaded).
8. Names and Addresses of the Clients and their present contact executives	Written information about the names and addresses of the clients like e-mail IDs, telephone numbers, fax numbers, etc., should be uploaded.
9. Details of Work	The Client wise type of the work executed, awarded, actual cost of executed work, names, addresses and contact details of officers/ authorities/ departments under whom the work was executed should be furnished/ uploaded.
10. Documents to be submitted	<ol style="list-style-type: none">Audited or Chartered Accountant certified statement of accounts for the last 3 accounting years.Copies of Income Tax Return filed with the Income Tax Department for the last three years.Copies of applicable tax registrations. viz PAN, TIN, GST etc.



	<p>d) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.</p> <p>e) Copies of E.P.F.O Registration Certificate and E.S.I.C registration certificates.</p> <p>f) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.</p> <p>g) Details of the Bank Account held by them in a scheduled bank in India.</p>
11. List of Deviation- Technical, if any	
12. List of Deviation – Commercial, if any	

Note:

1. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.
2. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.



INSTRUCTIONS TO TENDERERS

1. Pre- Bid Meeting (Offline)

- a) Tenderers requiring any clarification regarding this document shall contact RBI in writing at the mentioned email address provided in this document or raise enquiries during the pre-Bid meeting.
- b) The tenderers' designated representatives are invited to attend a pre-bid meeting on **January 18,2023** at 15:00 hrs. at Human Resource Management Department, 5th Floor, Reserve Bank of India, 15, N.S Road, Kolkata 700001. The purpose of the meeting will be to clarify issues and to answer questions raised at that stage.
- c) The tenderers shall submit queries, if any, by sending e-mail, to RBI's email address mentioned in this document, not later than one day before the date of the pre-Bid meeting.
- d) Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.

2. Documents comprising the Tender

The Tender shall comprise of the following:

- Notice Inviting e-tender
- Technical Bid Details
- Commercial Bid Details
- Earnest Money Deposit (EMD) through NEFT to following A/c:

A/c Number	186003001
IFS Code	RBIS0KLPA01 @

Format of Performance Bank Guarantee to be furnished after award of contract by the successful bidder.

- Format of Agreement to be entered into between the successful bidder and the RBI.
- **@ 0 = Zero**

3. Period of Validity of Tenders

- a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.



4. Submission, Sealing and Marking of Tenders

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

5. Deadline for Submission of Tenders

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

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

7. Tenderers are advised to consider the tentative labour cost as prescribed by Government of India (Ministry of Labour & Employment), Office of Chief Labour Commissioner (C), New Delhi while quoting the rates.

8. Tender Opening

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/ their authorized representatives who choose to be present. Part-II (Commercial Bid) only will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/ E-mail/ Telephone call. The decision of RBI in this regard will be final.

9. Bid Evaluation Criteria

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

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



10. Clarification of Tenders

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

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

11 Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of value not less than ₹100/- within 10 days of award of work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

12 Bank Guarantee

a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) of ₹ 9,00,000/- (Rupees Nine Lakhs) only in accordance with the Performa given in [Annex-III](#). The BG should be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.

b) Failure of the successful tenderer to submit the Bank Guarantee of ₹ 9,00,000/- (Rupees Nine Lakhs) only in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

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

13. Disclaimer

a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.

b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.



c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note- The tenderers may visit the site before quoting the rates to assess the quantum of work.



PART I – TECHNICAL BID

From,

.....
.....
.....

To

Regional Director
Reserve Bank of India
13 & 15, N.S. Road
Kolkata – 700001

Sl. No.	Particulars	Details to be filled in by the Tenderer
1	Name of the Tenderer	
2	(a) Type of Company/Agency/Firm – (whether Proprietorship / Partnership / LLP / Pvt. Ltd./ Ltd. Company) (b) Date of Establishment (c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same	
3	Name of the proprietor/ partners/ directors of the Tenderer with designation	
4	Regd. Office/ Business Address of the Tenderer along with Telephone No., Mobile No., Fax No. and e-mail.	



	<p>(a) Whether having own office in Kolkata (b) Address of the local office at Kolkata. (c) Name of the authorised official and his/ her telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	
5	<p>Work Experience – Details of work experience as per the requirement in the Pre-Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services at any office of Reserve Bank of India or Government/ Semi – Government/ Public Sector Undertakings/ Banks/ MNCs should also be given.</p>	
6	<p>Whether average annual business turnover of last three financial years is 100% of the estimated cost of the work. Supporting documents should be enclosed in proof of turnover.</p>	
7	<p>Income Tax Returns of last three Financial years – F.Y. 2019 – 20 F.Y. 2020 – 21 and F.Y. 2021 – 22 (Self-Attested Copy to be submitted)</p>	
8	<p>Whether registered with Labour Department under the Contract Labour ((Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. (If yes, copy of certificate to be uploaded)</p>	
9	<p>Names and Addresses of the bankers. The bankers Certificate regarding creditworthiness of the tenderer is to be given by the banker on their letter head through e-mail as per format attached with this tender document. (Annex – I)</p>	



10	Names and Addresses of the existing clients along with their full details. The feedback from top three existing clients is required to be uploaded as per format attached with this tender document (Annex-II).	
11	The Bank Account (IFS Code and Account Number) where payments would be received by the organisation of the tenderer.	

Copies of Documents required to be submitted for Technical Bid:

1. Audited annual financial statements (for F.Y. 2019-20, F.Y. 2020-21 and F.Y. 2021-22).
2. Income Tax Returns for last three financial years i.e., for F.Y. 2019-20, F.Y. 2020-21 and F.Y. 2021-22).
3. List of Clients.
4. Feedback from top three existing clients.
5. Incorporation documents.
6. Copies of the PAN, Tin and GST Registration wherever applicable.
7. Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.



DECLARATION

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

1. The information provided by me/us is/ are true to the best of my/ our knowledge and if any information is found incorrect or false, I/ we may be debarred from the tender process/ being awarded the contract.
2. I/ We agree to abide by the terms and conditions stipulated by RBI as mentioned in the tender documents.
3. I/ We also agree that our tender will remain valid for acceptance by the RBI for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such further periods as may be mutually agreed upon between RBI and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.
4. I/ We understand that RBI, Kolkata reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this _____ day of _____ 2023

Signature:

Name:

Seal of the Tenderer



DETAILED SCOPE OF WORK

1. The aim and objective are to provide a high level of a clean, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the Bank. The Housekeeping staff will be responsible for cleaning of Office Premises including corridors, lift lobbies, staircases, entire compound area, vehicle parking area, internal roads and internal area along the perimeter wall, ISS (Reception), CRDS, Annex Building, adjoining areas and all security guard posts located along the perimeter wall along with cleaning/ maintenance of washrooms/toilets located in the entire premises of the Bank.

3. Detailed Scope of works:

1.	Area to be covered	(a) RBI Main Office Premises/Annex building located at Kolkata (b) CVPS area (to be worked in Day and Night shifts) (c) Bathroom/Toilets of occupied flats at RBI Staff Quarters, Salt Lake (d) THHs / TFs at RBI Staff Quarters, Dumdum (e) IG Mint, Alipore (e) Any other site/area as may be determined by the Bank
2.	Working Hours	Normal Working hours: (8 hours) 8 AM to 4.30 PM with half an hour lunch break for all other areas. For CVPS morning and night shifts.
3.	Manpower to be deployed	The manpower of One Cook (Semi-skilled) and 51 cleaning staff (Unskilled). (At least 50% of the workers shall be women. The ratio of men and women can be altered as per requirement.)
4.	I. Scope of Work for General Areas/Common Areas of Main Office Premises: a) Contractors shall be responsible for all cleaning works such as sweeping and mopping of general area in each floor, passages and lobbies at all the floors, cleaning of each cabin located in all the floors at Main Office Building. Cleaning of tables, chairs and Desks in each departments/Section. Periodicity of this job will be reviewed and determined by the Bank. b) Fortnightly cleaning, sweeping, moping and wiping of floors, staircase from (Date & time will be determined by Bank). Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.00 AM. c) Fortnightly cleaning of windows, window panes, grills, doors, ventilators in all floors of the main office building, Annex building & ZTC building. d) Fortnightly cleaning of glass panels used in building / infrastructure. Proper arrangements on the cost of agency to be done by contractor to clean all glass panels on regular basis. e) Fortnightly removal of beehives and cobwebs/honey webs from the office building and its premises. f) Fortnightly cleaning and sweeping of open area including balconies and roof tops with brooms.	



- g) Lifting, carrying and disposing of dead bird's animals, rats and insect etc. if found in and around office premises.
- h) Fortnightly cleaning of store rooms, book vaults etc. of all the departments of the Bank
- i) Regular cleaning of Conference Rooms and Board Room as per the requirement of the Bank.
- j) Cleaning of Officers Lounge and Dining room located at the 9th & 10th floor. Periodical cleaning the floor/table tops/ countertops/kitchen/ washbasins in Officers' Lounge and carry out miscellaneous tasks in the lounge as per instructions of the Bank.
- k) Fortnightly sweeping and mopping of the floor of the canteen area (except the kitchen) and wash basins located in the Annex Building.
- l) Weekly sweeping of frontal drive way, front parking area, rear parking area and complete peripheral area of the Bank.
- m) Fortnightly cleaning of areas around water dispensers/water purifiers installed at various locations in the Bank's premises.
- n) Special cleaning of specific areas in the Security Area as per the instructions of the Bank.
- o) Any special cleaning on Republic Day, Independence Day and Festivals to be carried out as per the instruction of the Bank.
- p) Continuous cleaning, maintaining hygiene & mopping of floors and common area in the Bank to be done during office hours so that it retains a clean and dry look.
- q) Continuous cleaning, maintaining hygiene & mopping of floors and common area in the CVPS area to be done during office hours so that it retains a clean and dry look.
- r) **Cleaning of the designated area / Washroom, Toilets at IG Mint, Alipore, as per instruction given by appropriate authority.**

II. Scope of Work for Washrooms/ Toilets in Main Office Premises: The housekeeping staff shall be responsible for cleaning of the washrooms/toilets to include toilet pots, seats/urinal pots, platform, sink, wash basins, tiles, floor, racks, glass mirrors etc. in all the washrooms and toilets of the Main Office Building and Annex Building.

- a. Cleaning of washrooms in the Banking Hall in the ground floor daily.
- b. Cleaning all washrooms (gents and ladies) in all the floors including the washrooms daily as specified above.
- c. Cleaning all wash basins/buckets and mugs/mirrors and wall tiles in the wash rooms daily.
- d. Removal of waste from all the washrooms daily.
- e. Removal of cob-webs in the washrooms as and when found necessary.
- f. Cleaning of all washrooms with bleaching powder/bleaching water once in a fortnight.
- g. Any new/addition of toilet in MOP, Annex Building will be included in the scope of work without any additional costs
- h. Thorough cleaning of all toilets using required cleaning and disinfectant material and by putting urinal cubes and air purifier in all urinals, wash basins and WC area.
- i. Restock toiletries including liquid hand wash soap, toilet rolls, air fresheners, odonil, sanitary/urinal cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoon, evening and on call basis during day time.



	<p>j. The required frequency of cleaning of toilets would be at least thrice in a day in the MOP. Display board indicating cleaning in progress must be displayed while the cleaning is in progress.</p> <p>III. Scope of Work for Washrooms/ Toilets in RBI Staff Quarters, Salt Lake: The housekeeping staff shall be responsible for cleaning of the washrooms/toilets of all occupied flats at RBI Staff Quarters at Salt Lake on weekly basis.</p>
--	--

Important instructions:

- a. All the Cleaning materials/equipment shall be provided by the contractor. The materials / equipment shall be of branded, standard qualities. The materials shall be kept under the custody of the Caretaker of MOP/Colonies and shall be subject to inspection by the officers of the Bank at any time.
- b. The contractor shall submit bill for use of material on monthly basis for reimbursement. The cost of materials shall not exceed the market rate. The brands of the materials used should be mentioned clearly in the Bill.
- c. The Caretaker/Asst. Caretaker of MOP / Colonies shall certify the Quantity and Quality of the materials used by the contractor on monthly basis.
- d. The successful bidder shall provide to each staff: 2 sets of Uniform with logo every year, one pair of shoes, one jacket for winter every year, ID Card of standard quality with photograph and/or any other items as the Bank may decide during the contract period.

3.The following jobs are to be carried out weekly (on Saturdays): All Saturdays will be used for special cleaning exercise of the toilets/ washrooms and other areas in the Bank premises.

- i) Thorough cleaning/sweeping/washing/mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base.
- ii) Thorough cleaning of pantries, sinks, exposed areas as well as behind/corner/niches under the furniture and fixtures.
- iii) Cleaning of sanitary fittings, toilet drain pipes, wash basin drain pipes, etc. with standard cleaning material.
- iv) Cleaning of all window glasses with glass cleaners
- v) All floors in common area, including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc.
- vi) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of P&SE/ Asst.Caretaker.



NOTE: The Contractor shall ensure that the first cleaning of the washrooms is completed before the start of the working hours of the office. The manpower deployed shall report to the Caretaker of the Bank and shall be available at a specified place in the premises to take instructions.

5. Penalty:

The details of cleaning of all washrooms should be enclosed along with the bill and if any washrooms is found to be not cleaned as mentioned in Annex- V, ₹500/- per washroom per day will be levied for not carrying out cleaning of wash rooms in the Bank's Main Office Building, Annex Building, ZTC & Museum building.

6. In case the services are not found satisfactory, the Bank shall be at liberty to withhold any payment/s that may be due to the successful bidder, till such time such services are rendered to the satisfaction of the Bank.

7. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by organization.

8. The successful bidder must provide a dedicated mobile phone number of its supervisor (with active SIM card). This mobile phone will remain with the Supervisor on duty (in shift). The same mobile number will be circulated in the office.

9. Guidelines for cleaning works:

- e. High standard of cleanliness should be maintained by using modern equipment and materials
- f. Cleaning works are to be undertaken at the time specified by the Bank, taking into consideration the volume and nature of work, without compromising on the quality of the work.
- g. Periodical cleaning of fans, lighting fixtures exhaust fans, etc.
- h. Cleaning of platform and toilet pots, seats/urinal pots, sink, wash basins, tiles, racks, glass mirrors.
- i. Thorough sweeping, washing, mopping and scrubbing the floors and wall dado inside the toilets.
- j. Cleaning of floor, walls and ceiling and removing dirt, dust and stains from them. It should also be made free of cobwebs including removing them from inaccessible places by using appropriate tools.
- k. Cleaning includes plumbing and sanitary fittings & fixtures, etc., without causing damage to sensors.
- l. Cleaning of windows, window panes, grills, doors, ventilators, etc., without causing any damage to the installed blinds.
- m. Cleaning of accessories provided in the wash rooms like buckets/mugs/soap cases etc.



- n. The Contractor shall provide the workers with hand gloves where ever necessary.
- o. Any additional work as and when required has to be attended to.

Note: Deployment/re-appropriation of the number of site supervisor and housekeeping staff may change as per requirement of the RBI.

*The bidders may, however, survey the area & asses the manpower requirement at their own. The bidder must employ adult & experienced persons only. **However, the above number can be increased or decreased at the discretion of the Bank, based on the requirement.**

10. The contractor shall depute sufficient number of manpower for the work and also a supervisor shall be posted throughout the day to supervise all the operations who will be responsible for ensuring that work is carried out satisfactorily. No minor shall be appointed. Any additional work shall be carried out on holidays if required by the Bank.

11. All labourers and supervisor should report to the P&SE/caretaker of the Main Office Premises. The working hours shall be 8 working hours (including 30 minutes lunch break), 6 working days in a week at the Main Office Building and Annex Building. However, in the case of emergency, the workers will have to continue to work till the emergency is over as per the directions issued by authorized person of the Bank. Weekly holiday should be given to the workers with an alternative arrangement as per Statutory Requirement without affecting services. No extra payment will be considered other than rates quoted by the firm. Contractor shall maintain a record of payment to the workers, which shall be submitted along with the bill. Electricity and water shall be given to the agency at nearest available point, free of cost by the Bank, but all the other arrangements have to be made by the contractor on their own.

12. The above described job descriptions are only indicative. In case of any exigencies, the persons should be prepared to perform any other jobs assigned to them.

13. The dust bins shall be washed, and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.

14. Contractor will arrange manpower for special VIP visits at no extra cost and provide full support and cooperation when Bank's conducts any special meeting and also rearranging/shifting of furniture viz. conference chairs, tables, office furniture, chairs, sofas, computer etc. from one place to another place in the office premises.

15. Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor: -

Toilets Checklist:

- a.) This is to be attached on the back of the toilet door. It is to be filled up by the Supervisor/ Housekeeping staff on regular basis.



b.) Management / Housekeeping Service Requirements/ Complaints Report:

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. **All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site and should be reported to Asst. Caretaker or P&SE department officials.** The Contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

16. **TERRACE CLEANING:** The Contractor shall clean the terraces of MOP, Annex building periodically as per instruction of the Bank. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

17. The cleanliness will be periodically checked by the officials of the Bank based on certain objective criteria which are decided to measure level of cleanliness and the agency has to abide by those criteria. These are as follows:

- i) Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows.
- ii) Dust, Dirt marks or cobwebs etc. on roof, window grills etc.
- iii) Finger or palm marks, dust or any other stain on glass panes of windows or doors and mirrors.
- iv) Stain, cleanliness and odour in Wash-basin, WC Seats.
- v) Dryness and shine on floor.
- vi) Cleanliness of sanitary fittings
- vii) Cleanliness of floor area in front and around washrooms
- viii) Cleaning of drinking water point and Aqua Guard area
- ix) Cleanliness of passage corridors, stairs, lifts and office space
- x) Over all cleanliness in general area and washrooms of the office premises.

IMPORTANT: Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping services, these are, however, not exhaustive and if deemed fit, the Bank may add additional scope of work, for which no additional payment whatsoever on any account will be made.

I/We hereby declare that I/We have read and understood the above instructions/scope of work for the guidance of the quotation/tender. I/we hereby agree to abide and fulfil the above terms & conditions/instructions.

Date:

Place:

Seal & signature of the contractor:



Tools and equipment: All Cleaning Machines like Wet and dry vacuum cleaners, Dry vacuum cleaners, Suction and mechanical sweepers for internal roads, Floor scrubbing machine, Injection extraction machines, Foam generator machines for carpet cleaning and upholstery fabric etc. may be used. Vacuum cleaning shall be done for cleaning cobwebs /dust inside the office.

Contractor should keep/provide stock of cleaning materials/ machines for use to ensure state of the art. Any deviation in the house keeping tools quality & quantity and other resources as mentioned above will invoke penalty as decided by the Bank. In case the contractor has not provided the sufficient amount of equipment, tools and tackles and requisite materials even after levy of penalty, the Bank may procure it and deduct the cost from the bills of the contractor.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers` and will abide by the same.

Date

Place:

Signature & Seal of the Contractor

V. The successful bidder must provide a dedicated mobile phone number of its supervisor (with active SIM card). This mobile phone will remain with the Supervisor on duty (in shift). The same mobile number will be circulated in the office.



E – Tender for Deployment of One (1) Cook for Officers’ Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata

1. PERIOD OF CONTRACT

The contract would initially be valid for a period of twelve (12) months unless earlier terminated in accordance with the termination clause. The contract may be renewed and extended on mutual terms and conditions for a period of one year at a time but not more than three years.

2. WORKING HOURS

- a. The successful bidder is required to deploy their staffs on all six working days of the week except on Sundays and Holidays. RBI reserves the right to seek deployment of the staff of the successful bidder on select holidays also, in case the need arises, with prior intimation.
- b. The working hours of the Staff deployed are required to be staggered in shifts between 8.00 am and 4.30 pm in consultation with RBI’s Care Taker & Security Managers and the successful bidder has to ensure that full consignment of staff is present at all times.
- c. **The staff deployed at CVPS shall be put on staggering duties on morning and night shifts. Whenever the night operation of CVPS comes to halt, their services shall be utilised in other areas as decided upon by the Bank.**

3. GENERAL TERMS & CONDITIONS

- i. The successful bidder has to deploy 1 Cook and 51 housekeeping staff including sufficient no. of lady cleaning staff and a supervisor on a full-time basis.
- ii. The successful bidder shall deploy its personnel only after obtaining RBI’s security approval by duly submitting details of these personnel and after taking necessary security clearance. Before replacing any staff, the Vendor shall give prior information and seek permission of RBI to do so.
- iii. The successful bidder should ensure that the staff deployed are medically fit and free from contagious diseases.
- iv. It is the responsibility of the successful bidder to maintain the minimum required staff strength deployed on all days except Sundays and Holidays and whenever specifically instructed on holidays.
- v. The successful bidder shall engage men/women whose age shall be between 21-50 years and who are duly trained for the job and are fit and able to perform their duties.
- vi. The successful bidder shall ensure that the entire workforce deployed are courteous and having good etiquette and good behaviour and are well groomed and having good communication skills and maintain personal hygiene and should project an image of utmost discipline.



- vii. In case any of the personnel(s) deployed by the successful bidder under the contract is (are) absent, a substitute shall be provided immediately. In case of absence without providing substitute(s), RBI reserves the right to impose penalty equal to the daily wages of the absent personnel and the same shall be deducted from the successful bidder's bills.
- viii. In case it is observed that the personnel deployed by the successful bidder is/ are repeatedly late in reporting for work or leave the premises without completing their work before scheduled timings, RBI reserves the right to impose monetary penalty as deemed fit.
- ix. In case any complaint is received regarding misconduct/misbehaviour of the personnel engaged by the successful bidder or of poor quality of work, a penalty of ₹ 2000/- for each such incident shall be levied and the same shall be deducted from bill of the successful bidder. Further it shall be obligatory upon the successful bidder to remove the said personnel from the site immediately after being notified by RBI.
- x. Every employee so engaged by the successful bidder shall wear uniform having firm/ company's etc. name and logo, shoes/ sandals and a badge bearing his /her name, while on duty. These are to be provided by the successful bidder and on production of proper documentary evidence for providing the same to staff the amount concerned will be reimbursed by RBI, Kolkata.
- xi. The RBI has the right to ask for removal of any personnel deployed by successful bidder on sufficient ground.
- xii. The successful bidder shall not engage any sub-agency or transfer the contract to any other person in any manner.
- xiii. The successful bidder shall along with other relevant particulars arrange to obtain Police Verification Report on character and antecedents of its personnel to be deployed and submit a certificate to that effect. The successful bidder shall submit their passport size photographs and police verification before engaging them for duty in RBI's Main Office Building including Annex Building and The RBI Museum & Zonal Training Centre. Only able bodied, physically fit, well trained, literate, well mannered, disciplined and honest personnel preferably between the ages of 21-50 years shall be deployed. RBI can verify these at any point of time during the continuation of contract. This is an important condition of the tender.
- xiv. **The Successful bidder should ensure that all persons deployed are adequately Insured, for which no extra payment will be made by RBI.** RBI will not be liable for any damages/ injuries to the persons deployed by the successful bidder as a part of execution of this contract. All liabilities arising out of any accident or death while on duty shall be borne by the successful bidder.
- xv. The successful bidder and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by RBI and shall not knowingly lend to any person or company any of the effects of RBI under its area of responsibility.



- xvi. The successful bidder shall be responsible for maintaining all property and equipment of RBI provided to it. Any damage or loss caused by its persons to RBI in whatever manner would be recovered from the successful bidder.
- xvii. In the event of any loss caused to RBI, as a result of any lapse on the part of the successful bidder, the said loss will be claimed from it up to the value of the loss. The decision of the Regional Director, RBI, Kolkata in this regard will be final and binding on the successful bidder.
- xviii. Any liability arising out of any litigation or any act of successful bidder's personnel shall be directly borne by it including all expenses/ fines. The successful bidder's personnel shall attend court as and when required.
- xix. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour Laws or Regulations, be directed to be paid by RBI in connection with the contract to be entered into between RBI & the successful bidder, such money shall be deemed to be payable by the successful bidder to RBI within fifteen days of such instructions. RBI shall be entitled to recover this amount from the successful bidder by deduction from money due to it.
- xx. The Vendor shall indemnify and hold RBI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the work/ services under the contract provided by the successful bidder.
- xxi. RBI shall not be under any obligation to provide employment to any of the personnel deployed by successful bidder after the expiry of the contract. No right of any employment in RBI shall accrue or arise, by virtue of engagement of personnel for any assignment under the contract.
- xxii. If as a result of post payment audit any overpayment is detected in respect of any work done by the successful bidder or alleged to have been done by the successful bidder under the tender, it shall be subsequently recovered by RBI from the successful bidder.
- xxiii. In the event of any provisions of the contract requiring modification after execution of the agreement, the same shall be made in writing and signed by RBI represented by its authorised officer and the successful bidder or its authorized representative. Such modifications in the contract will not be effective until the same has been signed by both the parties.
- xxiv. The successful bidder will maintain a register in which day to day deployment of personnel will be recorded. While raising bills, the deployment particulars of the personnel engaged during each month, shift wise, signed by supervisor and duly countersigned by Care Taker and Security Manager of RBI should be shown. The successful bidder has to give an undertaking regarding payment of wages to the personnel deployed in RBI as per Govt. rules and laws in force.
- xxv. RBI will not provide any accommodation to the successful bidder or its personnel in RBI premises.
- xxvi. In the event of termination of the contract for any reason whatsoever, the successful bidder / or persons employed by it or its agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.
- xxvii. The successful bidder shall ensure payment of Minimum Wages as per the notification of Central Government to the workmen employed through its Bank Account only and shall maintain a register of wages paid and shall issue a wage slip to every workman



- employed and obtain their signature or thumb impression on the wage slips. In addition, successful bidder has to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour (Regulation and Abolition) Act, 1970. Also it should keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by Statutory Authorities for its failure to pay such wages and provide the essential amenities.
- xxviii. The successful bidder shall obtain a license as contemplated under Contract Labour (Regulation and Abolition) Act, 1970 or any other law as applicable, failing which it alone would be responsible for actions/ proceedings ensuring thereto. RBI shall not be held responsible for acts, commissions or omissions of the successful bidder and shall in no way be made liable to the labourers engaged by the successful bidder.
- xxix. The successful bidder shall indemnify and shall keep indemnified RBI against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The successful bidder only shall be responsible for liabilities, if any, in this regard.
- xxx. The successful bidder should pay wages to its staff at-least by 10th of every month by means of NEFT/ RTGS/ Cheque and for this purpose a bank account should be maintained by its staff.
- xxxi. The successful bidder should submit a certificate every month along with the invoice of the next month from the second month itself to the effect that the wages to all its staff deployed in RBI have been paid complying with all Govt. Rules and Regulations and according to Minimum Wages Act, 1948. Without this certificate, the bill payment will not be processed.
- xxxii. The successful bidder should submit to RBI, the proof of depositing employees' contribution towards PF/ ESI/ Salary etc. of each employee on monthly basis.
- xxxiii. The payment to the successful bidder for the work done/ service provided shall be made on monthly basis subject to the following:
- a. RBI is satisfied regarding the quality of work executed, as per the Terms & Conditions of the contract, for the month for which the successful bidder has raised the bill.
 - b. The disbursement of the wages to the workers of successful bidder has already been done by the successful bidder for the month for which the payment to the successful bidder is under consideration.
 - c. The certificate as mentioned before has been submitted by the successful bidder in this regard. However, relevant documents for having made these payments may be asked by RBI at any time for its verification.
- xxxiv. RBI will deduct Income Tax at Source under Section 194-C of Income Tax Act, 1961 at the prevailing rates as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.
- xxxv. The successful bidder shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act



1986, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The successful bidder shall produce registers and records and comply with other directions issued by RBI for compliance of the statutory provisions.

- xxxvi. The successful bidder shall ensure full compliance with tax laws in India with regard to this contract and shall be solely responsible for the same. The successful bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep RBI fully indemnified against liability of tax, interest, penalty etc. of the successful bidder in respect thereof, which may arise.
- xxxvii. **SEXUAL HARASSMENT:** The successful bidder shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of RBI, the complaint will be filed before the Internal Complaints Committee constituted by the successful bidder and it shall ensure appropriate action under the said Act in respect to the complaint.
- xxxviii. Any complaint of sexual harassment from any aggrieved workmen of the successful bidder against any employees of RBI shall be taken cognizance of by the Regional Complaint Committee of RBI. The successful bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- xxxix. The successful bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the successful bidder, for instance any monetary relief to the RBI employee, if sexual misconduct by the employee of the successful bidder is proved.
- xl. The successful bidder shall ensure that none of its employee enters or remains in the RBI's premises beyond the specified time limits unless absolutely necessary for fulfilling successful bidder's obligations and with permission of the Caretaker/ Security officials of RBI.
- xli. **Non-Disclosure Clause:** The successful bidder shall not disclose directly or indirectly any information, materials and details of RBI'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 the agreement to be entered into with RBI, to any third party and shall at all times hold the same in the 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 it or to comply with applicable laws. The successful bidder shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of RBI. The successful bidder shall indemnify RBI for any loss suffered by RBI 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 RBI shall be entitled to claim damages and pursue legal remedies for the same. The successful bidder shall take all appropriate actions



with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this clause are fully satisfied. The successful bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement to be entered into with RBI for whatever reason.

xlii. **Notice for Termination of Contract**

The contract to be entered into with the Bank can be terminated by either party by giving one month's notice.

4. ARBITRATION.

(a) Any dispute and/or difference arising out of or relating to the contract to be entered into with RBI will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Regional Director, Reserve Bank of India, Kolkata.

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

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

(d) The agreement to be entered into with RBI shall be subject to the jurisdiction of the **Courts in Kolkata only.**

5. AWARD OF CONTRACT

(a) RBI will award the contract to the successful evaluated bidder on fulfilment of all the terms and conditions of this tender.

(b) RBI will communicate its decision to award the contract through a "Letter of Offer".

(c) The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of the said Letter of Offer.

(d) The successful bidder shall be required to furnish a Bank Guarantee within 10 days of receipt of "Letter of Offer". The amount of Bank Guarantee @ 5% of the contract value will have to be furnished.

(e) The Bank Guarantee shall remain valid for a period of Sixty (60) days beyond the date of completion of all contractual obligations.

(f) In case the contract period is extended further, the validity of Bank Guarantee shall also be extended by the successful bidder accordingly.

(g) The successful bidder shall mention, in the prescribed Performa, the names of personnel including supervisor it proposes to deploy on day to day basis, which shall be submitted at the beginning of the contract for the smooth execution of the work.

(h) The bidders shall mention the list of cleaning equipment, major tools, cleaning materials etc. that they propose to use for smooth execution of work.



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

SIGNATURE & SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)



PART II – Commercial Bid

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online Portal under Section-Commercial Bid)

(Part - A)

E – Tender for Deployment of One (1) Cook for Officers' Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata

In connection with the above and in full agreement with the terms and conditions as stipulated by you I/we state as under:

Sl. No.	Description	Manpower required	Monthly rate (in Rupees) **
1	Cook (Semi-skilled)	1	
2	Cleaner (Unskilled)	51	
3	Cleaning Materials	-	Shall be reimbursed separately
	Grand Total		

Note:

**** (Quotations for personnel have to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST).**

I /We have gone through the terms and conditions and am/ are agreeable to them.

Rates quoted in Part-A must be as per cost analysis mentioned in Part B

Authorised signatory

(With name and seal)



(Commercial bid)

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online Portal under Section-Financial Bid)

(PART –B)

Cost analysis: Manpower deployed (Break up of rates for Main Office Building as also all other sites of RBI, Kolkata as mentioned in the tender document)

Sr. No	Description	Rates (Semi-Skilled Cook)	No of Days	Monthly Amount per person (Semi-skilled)	Rates (Unskilled)	Monthly Amount per person (Unskilled)
1	Basic Wage	579	26	15054.00	523	13598.00
2	VDA	209	26	5434.00	188	4888.00
3	Total Wage			20488.00		18486.00
4	EPF (on Basic+VDA)	12%	On 3	2458.56	12%	2218.32
5	EDLI @ 0.5% on maximum 15000 & Administrative charges @ 0.5% on 3	75+102.44		177.44	75+92.43	167.43
5	ESI (for wage upto 21000)	3.25%	3.25%	665.86	3.25%	600.80
6	Bonus (for wage upto 21000)	8.33%	Monthly	1706.65	8.33%	1539.88
7	Total			25496.51		23012.43
10	Service Charge **	on Total			on Total	
11	Total Cost per head					
12	GST as per applicable rate	18%			18%	
13	Grand Total					

*(Quotations for personnel have to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST, Applicable Bonus etc.)

** Service charge is to given in Rupees. The percentage of service charge may be indicated in () for future calculations.

Authorised signatory

(With name and seal)



Note:

- **Service Charge shall include all such items /materials /accessories /Uniform/ winter liveries/ equipment and any other charges/items to be provided by the successful bidder to the staff deployed.**
- **The service charge shall be fixed throughout the year and shall only be increased / decreased in percentage terms as per Govt. of India notification on increase / decrease of VDA.**
- **ESI & Bonus shall not be applicable if total wage (Basic + VDA) is more than ₹ 21000**
- **To promote genuineness, the bidders are advised to determine the service charge (Item No.10 of price bid) considering all parameters. Very low service charge rate shall be considered as disguised and frivolous bid which shall be subject to cancellation.**



(Annex-I)

Details of Bankers

Name of the Banker-

Name of the Branch and its Complete Postal Address:

Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s)., etc.

Type of Account:

Account Number:

IFSC Code:

Whether Credit facility / Overdraft Facility enjoyed by the bidder:

The period from which the bidder has been banking with the Banker:

Any other information which the bidder may like to furnish about its Banker

Authorised Signatory (With Name and Seal)



Annex II

(To be submitted by the client in hard copy in sealed through the tenderer)

Client's Report

(On Client's Letter Head)

Performance details of the Firm: M/s Located at.....

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

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

Place:



Proforma for Bank Guarantee

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

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
13 &15, N.S. Road
Kolkata-700001

Dear Sir,

E – Tender for Deployment of One (1) Cook for Officers’ Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 15, N.S. Road, Kolkata (hereinafter called “the RBI”) has awarded the Contract for the captioned work (hereinafter called the “Contract”) to M/s..... (Name of the Contractor) (Hereinafter called " the said Contractor", which expression shall include its successors and assigns).

AND Whereas under the said contract the Contractor is bound by the said Contract to submit to RBI, Kolkata a Performance Bank Guarantee for a total amount of ₹ 5,00,000/- (Rupees Five lakh only) in for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We,(Name of the Bank), (hereinafter called “the Bank”), at the request of M/s, the Contractor, do hereby undertake to pay to RBI, an amount not exceeding ₹ 5,00,000/- (Rupees Five lakh only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by RBI, pay without demur to RBI, a sum of ₹ 5,00,000/- (Rupees Five lakh only) in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ 5,00,000/- (Rupees Five lakh only)

E – Tender for Deployment of One (1) Cook for Officers’ Lounge (Main Office Building) RBI, Kolkata and Fifty-one (51) Housekeeping Staff/Cleaners at various properties of RBI, Kolkata



1. We also agree to undertake and confirm that the sum not exceeding ₹ 5,00,000/- (Rupees Five lakh only) as aforesaid shall be paid by us without any demur or protest, merely on demand from RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.
2. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Contractor.
3. This guarantee shall not be revoked by us without prior consent in writing of RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding 5,00,000/- (Rupees Five lakh only)
- b) Our liability under these presents shall not exceed the sum of ₹ 5,00,000/- (Rupees Five lakh only).
- c) Our liability under these presents shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to Sixty (60) days beyond the Defect liability period provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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



For and on behalf of _____ (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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



Article of Agreement

THIS AGREEMENT is made at Kolkata on this.....day of (Two Thousand and) between RBI, 15, N.S. Road, Kolkata (having its Central Office at Shahid Bhagat Singh Marg, Mumbai and a body Corporate established under RBI Act, 1934) hereinafter referred to as the “**Bank**” represented by its (which expression shall include his successors in office and assignees) of the FIRST PART

AND

M/s.....having it's Regd. Office athereinafter referred to as the “Contractor” represented by its Director and authorised signatory Shri (Which expression shall mean and include its legal representatives and assignees and successors) of the

SECOND PART

Whereas the Contractor is carrying on the business of providing Cleaning Services for Wash Rooms/ Toilets and related areas/ space and has adequate experience in such jobs for rendering such service.

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 HERE TO AS FOLLOW:

1. This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.
2. The quoted charge of ₹ (Rupeesonly) covering the cost of manpower deployed for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment there on will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes, etc.
3. The above charges are firm and subject to labour conditions, exchange variations or any other conditions whatsoever. The above charges exclude Goods and Services Tax.



4. The above charges include service charges & GST, insurance charges and any duty or other levy, whether existing or levied in future by the Central Government or any other state Government or any other Local Authority.
5. The Contractor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.

SERVICES TO BE RENDERED BY CONTRACTOR

The Contractor shall be responsible for providing services strictly as per the **DETAILED SCOPE OF WORK** of the Tender Document.

Duties of the Contractor

The Contractor shall:

- i. Ensure that he/she/it deploys only adult, trained and competent persons who are physically fit and are capable for rendering Cleaning Services in RBI's Main Office Building as also Annex Building at 13 & 15 , N.S. Road, Kolkata and The RBI Museum and Zonal Training Centre at 8, Council House Street, Kolkata
- ii. Be responsible and liable for payment of salaries, statutory minimum wages and any other legal dues to the persons who are employed by him/her/it for the purpose for rendering the services required by RBI under this agreement. Written records for having made these payments will be submitted at monthly intervals, for verification of RBI.
- iii. Maintain neatly, completely and legibly registers, records, reports, and returns for inspection by various authorities at short notice.
- iv. Pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) to RBI on payment of minimum wages for the persons deployed in RBI's premises.
- v. Take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI.
- vi. Provide information as required in respect of all his employees employed by him/her/it to enable RBI to monitor compliance of P.F, ESI, etc.
- vii. Ensure that all persons employed by him/her/it for the purpose of, rendering the services required by RBI, are insured with Government of India recognized insurance Companies, for which no extra payment will be made by RBI. The Contractor shall be responsible for



any injury or damages to any persons, animals or any other things during the course of performance of their duties under this agreement.

- viii. Ensure that his/her/its employees, while on the premises of RBI or while carrying out their obligation, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by RBI or its authorized agents and RBI shall be the sole judge as to whether or not the Contractor and/or his/her/its employees have observed the same.
- ix. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of its Cleaning Staff so as to ensure that the service rendered are carried out to the satisfaction of RBI.
- x. Ensure that no employee of the Contractor will enter or remain in RBI premises beyond the specified time limit unless absolutely necessary for fulfilling successful bidder's obligation and with RBI's permission.
- xi. Be liable for any damage caused to RBI or its premises or any part there of or to any fixtures or fittings there of or any property of RBI and there in by any act, omission, default or negligence of the employee of the Contractor or his employee or agents.
- xii. Provide identity cards to his/her/its employees who shall be rendering the subject job at RBI's premises. All the employees should bear the identity card during all the times they are working in RBI's premises.
- xiii. Provide distinct uniform to his/her /its employees or different from RBI's employees. The uniform should have the logo of the successful bidder and shall be kept neat, tidy and in a wearable condition.
- xiv. The successful bidder shall along with other relevant particulars arrange to obtain Police Verification Report on character and antecedents of its personnel to be deployed. The successful bidder shall submit their passport size photographs before engaging them for duty in RBI Main Office Building including Annex Building and The RBI Museum & Zonal Training Centre. Only able bodied, physically fit, well trained, literate, well mannered, disciplined and honest personnel preferably between the ages of 21-50 years shall be deployed. A certificate to the effect that Police Verification of all employees deployed in the services of RBI has been done and are available with the successful bidder, needs to be submitted within one month coming into effect of contract of to RBI. Reserve Bank of India can verify these at any point of time during the continuous of contract. This is an important condition of the tender.



- xv. Ensure that only able bodies, physically fit, well trained, literate, disciplined and honest personnel preferably between the age of 21 and 50 years are deployed to render the subject job at RBI's premises.

STAMP DUTY

The Contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and RBI shall retain the original and the Contractor shall retain the duplicate.

OTHER LIABILITIES/INDEMNITIES.

- i) The Contractor shall ensure payment of minimum wages to the workman employed by him/them/it and obtain their signature or thumb impression on the wage slip in the presence of the RBI's authorized officer assigned for this work. The register shall be submitted to RBI after every payment to the workmen. In addition, he/they/it will /shall provide essential amenities like drinking water, first aid facility etc. to his/her/its employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor has to give undertaking on Non judicial Stamp paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him/it for completion of that particular job/work at the rate which is not less than the one prescribed under the Minimum Wages Act.1948 and also keep RBI indemnified against all the actions that may be initiated against RBI by the Statutory Authorities for his/her/its failure to pay such wages and provide the essential amenities.
- ii) The Contractor shall obtain a license as contemplated under Contract Labour (Regulation and Abolition) Act 1970 or any other law as applicable, failing which he/she /it alone would be responsible for actions/proceedings ensuring there to. RBI shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the labourers engaged by the Contractor.
- iii) **Non-Disclosure Clause:** - The Contractor shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ Standard Operating Procedures /equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging his/her/its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to



comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the work in any trade or technical paper or elsewhere without the previous written consent of RBI. The Contractor shall indemnify RBI 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 RBI shall be entitled to claim damages and pursue legal remedies.

- iv) 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.
- v) **The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.**
- vi) The Contractor shall indemnify and keep indemnified RBI 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, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965 or any other labour laws/rules/regulations/statute that may be applicable. The Contractor only shall be responsible for liabilities, if any, in this regard.
- vii) The Contractor shall comply with the provisions of "**The Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013**". In case of any complaint of sexual harassment against /he/she/its employee within the premises are brought to notice of RBI, RBI will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.
- viii) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of RBI shall be taken cognizance of by the Regional Complaints Committee constituted by RBI.
- ix) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to RBI's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating his/her/its employees about prevention of sexual Harassment at work place and related issues.
- x) That RBI shall not be responsible for payment of any compensation for death of or injury or accident to any of the Cleaning Staffs deployed by the contractor which may arise out of and in the course of their duties and employment. It is agreed and understood that the



Contractor alone shall be liable to pay such damages or compensation to such Cleaning Staffs and their families.

- xi) That all precautions shall be taken by the contractor towards the safety of its employees deployed at RBI and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation etc., to its employees.

TERMINATION OF AGREEMENT: -

Without prejudice to what is contained herein above, RBI shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if.

- i) In the opinion of RBI (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to RBI's satisfaction and/or
- ii) The Contractor commits a breach of any terms and conditions of this agreement and/or
- iii) The Contractor is adjudged an insolvent or has entered into compromise with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or
- iv) For any reason whatsoever, the Contractor becomes disentitled in law to perform his/her/its obligations under this agreement and/or
- v) There is any variation in the ownership/ partnership or management of the Contractor or his business without the prior approval in writing of RBI to such variation.
- vi) In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him/her/it or his agents shall not be entitled for any sum or sums whatsoever from RBI by way of compensation, damages or otherwise.

ARBITRATION

If at any time any dispute, difference or question 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 parties, 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, differences or questions, if any shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same.

In Witness whereof the parties have set their respective hands at Kolkata on today for six months and this Agreement in Duplicate is being signed on the day herein above written.

Signed and delivered by the within named

Signature

Name

Designation -

Seal

For Reserve Bank of India, Kolkata

Signature

Name

Designation

Seal

In the presence of witnesses

Witness 1

Witness 2

