



Reserve Bank of India

Human Resources Management Department, Allotment Section

Regional Office, Chennai.

Tender Notice

Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works

1. Sealed Tenders (Two Part) are invited for Annual Maintenance Contract for Caretaking works of Bank's Property at 145B, Race View Road, Udhagamandalam-643001, Nilgiris district, Tamilnadu, including the Housekeeping and Catering works estimated to cost ₹4,22,000/- (inclusive of GST) for the period from October 01, 2020 to March 31, 2021.
2. Only those agencies who have a Minimum of 5 Years of experience as on March 31, 2020 in maintaining Guest Houses of reputed Organizations (Government Departments / Public Sector (Central or State) / reputed private sector companies / multinational corporations / Public or Private Sector banks / three-star and above category of hotels directly running their own kitchen and upkeep of the hotel) including labour, material and service and have a Minimum Annual Turnover of ₹4,22,000/- in the last three financial year (FY 2017-18, 2018-19 and FY 2019-20).
3. They must also have experience of having successfully completed Caretaking works including Housekeeping and Catering works during the last 5 years i.e. up to March 31, 2020 and should be either one of the following
 - I) Three similar works each costing not less than the amount equal to 40% of the approximated estimated cost i.e., ₹1,69,000/-each
or
 - II) Two similar works individually costing not less than the amount equal to 50% of the approximated estimated cost i.e., ₹2,11,000/- each
or
 - III) One similar work costing not less than the amount equal to 80% of the approximated estimated cost i.e., ₹3,38,000/-.
4. Benefits / Facilities to Micro and Small Enterprises:

Agency registered as Micro and Small Enterprises (MSEs) category and holding a valid Udyog Aadhar Certificate shall be exempted from paying Earnest Money Deposit and meeting the minimum prior work experience and turnover clauses. To avail these benefits, the Agency will have to submit a valid Udyog Aadhar certificate, as necessary proof to the effect that it is a MSE along with the (Part I) -Technical Bid Form. However, no exemption is granted for paying other fees like security deposit etc.

5. Intending agencies should compulsorily have a full-fledged service setup at Udhagamandalam wherefrom services can be provided are only eligible to apply for the work.
6. Part I of the tender together with EMD and all other documents in support of eligibility criteria should be sealed in a separate envelope and the Price Bid has to be in separate Sealed envelope subscribed as “Tenders for Annual Maintenance Contract for Caretaking works of Bank’s Property at 145B, Race View Road, Udhagamandalam-643001, Nilgiris district, Tamilnadu, including the Housekeeping and Catering works” so as to reach us not later than 17.00 hrs of September 18, 2020.
7. The opening of Part I of the tenders will be done on 11.30 hrs of September 21, 2020 at Conference Hall 1, Second floor, Human Resource Management Department, Reserve Bank of India, Regional Office, Fort Glacis, 16, Rajaji Salai, Chennai - 600 001.
8. After scrutiny, if any of the agency is found to not possess the required eligibility, their tender is liable for rejection at the discretion of the Bank.
9. Part II of only those eligible tenders will be opened on a later date with due intimation to all eligible agency.

Attachment: [Tender Documents for Download](#)



Reserve Bank of India

Human Resources Management Department, Chennai.

Part I – The Technical Bid

Section I

NOTICE INVITING TENDER (NIT) & SCHEDULE OF TENDER (SOT)

a. Name of the Department	Human Resources Management Department, Reserve Bank of India, Chennai.
b. e-Tender no:	RBI/Chennai/HRMD/02/20-21.
c. e-Tender name	Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works.
d. Mode of Tender	Open Tender through Press Advertisement. Two Part Tender. Part I, also known as Technical Bid Part II, Known as Price Bid
e. Date of floating the tender	17.00 hrs of August 28, 2020 onwards
f. Closing date and time for the submission of tender.	17.00 hrs of September 18, 2020.
g. Estimated value of tender	4,22,000/- (Rupees Four Lakhs Twenty-two thousand only) (inclusive of GST)
h. Earnest Money Deposit (EMD)	8,500/- (Eight Thousand five hundred only) by NEFT towards Beneficiary Name: HRMD-Allotment, RBI-Chennai. Beneficiary Ac No: 186003001 IFSC: RBIS0CNPA01 (5 th and 10 th digit is Zero) The bidders are advised to send the proof of remittance with the transaction number (scanned copy) along with the Part I of the Tender document. EMD can also be paid in the form of a Demand Draft, in the Name of Reserve Bank of India, Payable at Chennai. The original Draft should be submitted along with the Technical Bid. Tenders without EMD will not be accepted under any circumstances.

	<p>However, eligible registered MSEs (as per the Public Procurement Policy, Order 2012 issued by Ministry of MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p> <p>EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract or award of work.</p>
<p>i. Date & time of opening of Part I.</p>	<p>11.30 hrs of September 21, 2020.</p>
<p>j. Date & time of opening of Part II.</p>	<p>Part II of Only eligible agencies will be opened on a later date. The same will be communicated to the eligible bidders as and when decided by the Bank.</p>

SECTION – II

General Instructions regarding Quotation comprising Technical and Financial bids

1. Details of Tender.

Two-part tenders are invited from Agencies for Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works at an estimated cost of 4,22,000/- (inclusive of GST) for the period from October 01, 2020 to March 31, 2021.

2. Eligibility criteria for participating in the tender

Agency who fulfill the following pre-qualification criteria are eligible to apply.

SI. No	Criteria	Requirement
1	Duration of past experience	<p>a) The Agency should have a Minimum of 5 Years of experience as on March 31, 2020 in maintaining Guest Houses of reputed Organizations (Government Departments / Public Sector (Central or State) / reputed private sector companies / multinational corporations / Public or Private Sector banks / three-star and above category of hotels directly running their own kitchen and upkeep of the hotel) including labour, material and service.</p> <p>b) The Agency should mandatorily have an office (Registered/ corporate/ branch/ Zonal representative/ liaison) at Udhagamandalam. Documentary proof for the same to be submitted.</p>
2	Minimum value of each completed work (qualifying)	<p>Experience of having successfully completed Caretaking works including Housekeeping and Catering works during the last 5 years i.e. up to March 31, 2020 and should be either one of the following:</p> <p>Three similar works each costing not less than the amount equal to 40% of the approximated estimated cost i.e., Rs.1,69,000/-each or Two similar works individually costing not less than the amount equal to 50% of the approximated estimated cost i.e., Rs.2,11,000/- each or One similar work costing not less than the amount equal to 80% of the approximated estimated cost i.e., Rs.3,38,000/-.</p> <p>Note: Agency is advised to submit documentary evidences in anyone of the three ways as suggested above. It is also mandatory for agencies to submit at least one client based in Udhagamandalam (preferably as mentioned above).</p>

3	Yearly turnover	Should have a minimum annual turnover of amount equal to Rs.4,22,000/- per year, from Housekeeping and Caretaking services , during the last 3 years i.e., up to March 31, 2020
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Note: Benefits / Facilities to Micro and Small Enterprises

Tenderers falling under the Micro and Small Enterprises (MSEs) category and holding a valid Udyog Aadhar Certificate shall be exempted from paying Earnest Money Deposit and meeting the minimum prior work experience and turnover clauses. To avail these benefits, the tenderer will have to submit a valid Udyog Aadhar certificate, necessary proof to the effect that it is a MSE with the Technical Bid Form. However, no exemption is granted for paying other fees like security deposit etc.

3. Documents to be submitted

(i) Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Copies of Original Documents to be submitted along with the tender documents:

- a) Audited or CA certified statement of accounts (Balance Sheet/Profit and loss account and cash flow statement) and Income Tax Return for the last 3 accounting years **(i.e. FY 2017-18, 2018-19 and FY 2019-20 (in case the financial statement of 2019-20 is yet to be finalized, FY 2016-17 documents may be provided))**
- b) Tax registration certificate, viz., PAN, GST etc.
- c) Registration Certificate of the agency issued by the relevant authority.
- d) E.P.F. Registration Certificate, E.S.I. Registration Certificate **(if applicable)**.
- e) Copy of licence issued by the labour commissioner under the provisions of Contract Labour Regulation act (if applicable).
- f) MSME Registration Certificate for MSME firms (if applicable).
- g) Client Report in prescribed format. As per [annexure 'A'](#)
- h) All documents related to work experience supported by Work Orders, completion certificates and other details.
- i) Power of Attorney/authorisation with the seal of the agency in the name of the persons signing the tender documents.
- j) Any other technical information the tenderer wishes to furnish.

4. Tender Evaluation.

- i) Only Part I of the Tender will be opened on 11.30 hrs of September 21, 2020. The part I of the tender will be evaluated for fulfillment of all the eligibility criteria like Minimum experience/ Turnover/ similar works and other required documents.
- ii) Part ii of only those agencies, to be found eligible by fulfilling all the eligibility criteria as well as those submitting the required documents will be opened on a later date.
- iii) The date and time of Part II opening will be communicated to all the eligible agencies.
- iv) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and will not be published in the newspaper.

v) Earnest Money Deposit of Rs.8,500/- will be refunded after opening of Price bids of the shortlisted agencies and eventual award of contract. Under no circumstances interest will be paid on Earnest Money Deposit.

vi) Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderers and the Tenderers shall not cancel or withdraw the tender during this period or change the quoted rates.

vii) The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

viii) The tender should only contain the service provider's quoted rates in the Format given.

ix) The tendered rates shall be inclusive of all the liabilities of the agency viz., Statutory Liabilities such as Income Tax, Minimum Wages, etc. A reference may be made to all Central Government laws/ guidelines in this regard. The rates shall also include cost of materials, labour and tools/machinery, etc. required at the site. The rates should be in conformity with Minimum Wages Act 1948 as published by Central Government and updated vide notifications of Ministry of Labour and Employment. The company has to ensure minimum wages payment to its staff in line with the Central Government notifications from time to time.

x) The rates/ quotes in the Financial Bid shall be fixed and final and will not be enhanced under any pretext during the period of the contract. However, the Agency shall be compensated in case of any increase in minimum wages and increased liability towards other statutory payments like GST.

xi) Financial Bids not conforming to the statutory obligations like Minimum Wages (Central Government of India), are liable to be rejected.

xii) The Price Bid shall comprise of two sections, one is the Labour part and other the Reimbursement part for Welcome Kit, Beverage Kit and Newspaper. For choosing the L1, 80% weightage will be given to the Labour Part and 20% weightage will be given to the reimbursement part.

In order to provide a level playing field between a GST Registered firm and a Non Registered firm, the Base Amount for calculating the Goods and Services Tax only be considered for taking the 80% weightage (as mentioned above).

xiii) Tax Deduction at Source as applicable from time to time shall be made from the bills submitted by the agency.

SECTION III

GENERAL TERMS AND CONDITIONS

Reserve Bank of India, Chennai is desirous of engaging an Agency for providing Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works.as per the details given below:

Sl. No.	Location of the Property:	Category of rooms	Number of Flats
1.	Reserve Bank of India Holiday Home, Door No- 145/B, Race View Road, Udhagamandalam Nilgiris-643001. Property Admeasuring 7848 Square Feet.	New Block Admeasuring 1716 Square Feet.	04 Flats besides the Dining Hall and Kitchen
		Old Block Admeasuring 1113 Square Feet	4 Flats besides 2 single rooms for residential contract labourers.
2.	Lawns admeasuring 3564 Square Feet have also to be maintained under this Annual Maintenance contract.		

2. DEPLOYMENT OF STAFF

The minimum deployment of staff shall be as under:

Sl.	Nature of Work	Number of labours
1.	Overall-in-charge/Supervisor	1
2.	Cook	1
3.	Helper cum Attendant/watchman	2
4.	House Keeping Staff	1
5	Total	5

Note: The Bank reserves the right to select/ request change of the personnel employed at any time during the currency of contract. It is to be noted that the aforesaid strength of labour force is only a Minimum strength.

ii) Firms are however advised to assess actual labour force required for rendering proper and efficient round-the-clock service and arrange for the same on their own capacity over and above the labour force stipulated in the table placed above. **Extra compensation for arranging such labour over and above minimum stipulated (if any) must be borne by the firm.**

iv) **The Agency must ensure that a labourer has to be engaged in the facility for a minimum of 8 Hours per day.**

3. CRITERIAS THAT A SUCESSFUL BIDDER HAS TO FULFILL:

I) SECURITY DEPOSIT:

a) The Successful Applicant shall furnish Security Deposit (may also be in the form of performance Bank guarantee -proforma can be obtained from Bank before award of work) to RBI. The rate of Security Deposit will be **5% of the quoted rate (Including the GST)** for the contract period.

- b) The Security Deposit should be deposited before the start of the work by the Agency. This is a pre-requisite for awarding the contract. No interest will be paid to the Agency for Security Deposit during the period of agreement.
- c) Failure to submit Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the applicant shall be liable to compensate RBI for any loss incurred by RBI. **The EMD submitted will be forfeited.**
- d) The Security Deposit Shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.
- e) RBI reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by RBI due to failures on the part of the Agency or due to termination of contract or Agency becoming disqualified because of liquidation / insolvency or change of composition. The decision of RBI in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the Agency and the decision shall not be questionable.
- f) The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Security Deposit of 5 % of the Contract Value or Performance Bank Guarantee in lieu of security deposit for 5% of the contract value as per Proforma Bank Guarantee and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned within 30 days of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the tender bid evaluation process.
- g) In case the Agency discontinues the Contract before the expiry of the period of Contract, his **Security deposit shall be forfeited.**

II) OTHER IMPORTANT TERMS AND CONDITIONS

- a) A computer/ lap top with portable internet connection and a valid e-mail id should be arranged by the Agency for receiving allotment advices or any other correspondence with RBI Chennai.
- b) The menu and rates shall be fixed in consultation with the Bank. Cost of food (breakfast/ lunch/ dinner) served to the guests have to be recovered from them before their check outs. The Bank will not entertain any request from the firm for reimbursing such cost through any means except for Bank's VIP guests, the bills for whom would be paid by the Bank on submission of invoices duly authenticated by the VIP guests. The information on such VIP guests shall be given to the Supervisor in advance by the Bank.
- c) Risks or accidents arising from the deficiency in the catering service are to be borne by the company.
- d) The Agency shall co-ordinate the booking & procurement of gas cylinders in time and cost of the same may be borne by the Agency.
- e) In case of any pilferage, theft of or breakage etc to the property / assets of RBI, the Agency shall be responsible for such losses. The Bank will be at liberty to deduct the amount of such loss from the monthly bills / Security Deposit of the Agency after holding an enquiry. The decision of the Bank to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender / contract, the contract

shall be liable to be cancelled and Security deposit will be forfeited.

f) In case of any change in constitution of the Agency, the rights of RBI, Chennai should not suffer and the same shall be intimated to RBI in writing before effecting the same.

g) Any dispute arising out of this Contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be referred to the Regional Director, RBI, Chennai whose decision in the matters shall be final and binding on the Agency.

h) The Agency shall comply with the instructions provided by the Bank from time to time relating to the performance of the services, duties and obligations under this Agreement. The services rendered by the Agency shall be subject to regular review by the Bank, and its decision as to the quality thereof shall be final and absolute.

i) The Agency & the workers deployed by him at the Bank's Premises shall maintain confidentiality of any information in their possession during their working & thereafter.

j) The Agency must obtain police verification certificates reporting the character and antecedents of its personnel and other details relating to age, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises.

k) If there is any stoppage / deficiency of service in any area of the property, for any reason, the agency is liable for penalty action (including monetary) as decided by RBI. The decision of RBI, Chennai shall be final and binding.

l) The Agency shall take necessary insurance cover (Workmen Compensation Policy), third party / public liability with an Insurance Company approved by the Bank, a policy of Insurance in the joint names of the agency and contract employees (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the work. There should neither be any case / charge under investigation / enquiry / trial against the Agency, nor be convicted in a Court of Law or suspended / blacklisted by any organization on any grounds.

m) The Agency will be responsible for conduct / irregular behavior of its workforce.

n) The Agency should get the medical verification done for its workforce (to be deployed for the purpose). The Agency shall ensure that staff deployed in catering services is free from any contagious or communicable diseases and arrange their regular Health check-ups (Preferably once a year). The cost of the health check-up is to be borne by the Agency and not by RBI. The documentary evidence in this regard will be required to be furnished to the Bank a) within a fortnight of employee commencing work, b) within a fortnight of the yearly check-up.

o) If the performance of the bidders is found to be unsatisfactory for any reason, in any organisation, RBI reserves the right to reject the bid submitted by bidder.

p) All guests should be provided with a welcome kit containing items of daily necessities, Newspapers and Beverage Kit etc., Fruit and chocolate basket may be provided to staff members in the rank of Chief General Manager and above. List of the items to be provided to the visitors is furnished below.

A. Welcome Kit

One welcome kit each (as specified below) should be provided to the visitor and accompanying guests for the entire period of stay, subject to a maximum of 4 welcome kits per booking.

Sl.	Item Description	Qty.	Brand
1	Soap Cake (25 gm.)	01 No	Medimix, Santoor, Dettol, Cinthol or equivalent
2	Toothpaste (15 gm.)	01 No	Colgate, Pepsodent, Close-up or equivalent
3	Tooth Brush (Size for Adults)	01 No	Colgate, Pepsodent, Oral B, or equivalent Brand
4	Sachets of shampoo (6 ml)	01 No	Pantene, Dove, Head and Shoulders, Clinic Plus or equivalent
5	Hair oil (20 ml)	01 No	Dabur, Godrej, Parachute or equivalent
6	Talcum Powder (20 gms)	01 No	Nivea, Ponds, Nycil, Himalayas, or Equivalent.
7	Shaving kit (disposable razor, shaving cream/gel etc.)	01 No	Gillette razer, Cream (Gillette, Park Avenue, Old Spice, Nivea) or equivalent
8	Comb preferably would be an alternative to plastic	01 No	Any standard make
9	Non-Plastic pouch for above items	01 No	Any standard make

B. Beverage Kit.

One Beverage kit each (as specified below) should be provided to the visitor and accompanying guests per day.

Sl.	Item description	Qty.	Brand
1	Tea and coffee sachets	02 No. each	Red Label, Tetley, Taj Mahal, Nescafe, Bru or equivalent
2	Sugar sachets	04 No.	Any standard make
3	Milk powder sachets (5 gm.)	04 No.	Everyday, Amul or equivalent
4	Non-Plastic pouch for above items	01 No.	Any standard make

C. Newspaper

One newspaper (as specified below) should be provided in each occupied flats.

Sl. No.	Establishment	Qty.	Agency
1	Holiday Homes	1 No.	The Hindu/ TOI, Mint- English newspapers only.

D. Fruit / chocolate Basket

Fruit basket with mix of fresh fruits like apple / pomegranate / grapes / oranges / guava / or as informed by the Bank from time to time and chocolates may be provided to the VIP guests as directed by the Bank. The Cost incurred in providing fruits / chocolates to such guests as intimated

by the Bank shall be reimbursed by the Bank on a Monthly basis (on actuals) on submission of bills with the acknowledgement of the visitors/ care taker.

q) The receipt of the welcome kit, newspaper and Beverage kit shall be duly acknowledged by the visitors in a register separately maintained for this purpose.

r) The expenses incurred by the Agency for supply of the aforementioned items to the visitors will be paid by the Bank on a Monthly basis **only on submission of acknowledgement of the visitors** and at the rates quoted by the Agency in their price bids.

s) **Reimbursement for Sundry Articles individually costing up to Rs.250/-** : The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc, bulbs/fittings and fixture within the ceiling prescribed above provided in the rooms and other places. The cost for the same will be reimbursed monthly on submission of proper bills.

t) Bed linen, pillow covers and towels should be regularly washed and kept in clean condition for use. The bedsheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out periodically. The services of dry cleaners may be engaged for washing blankets/ quilts/ comforters which is required to be done. The cost of all washing / cleaning charges will be reimbursed to the company monthly on submission of proper bills.

u) The Agency shall ensure that the cleaning/ housekeeping materials being utilized by them are of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning. The cost of the same will be reimbursed to the company monthly on submission of proper bills.

SECTION IV

SCOPE OF WORK AND SERVICES

1. RECEPTION - CUM - FRONT OFFICE

To attend phone calls, receive messages, interact with guests and RBI Chennai (Allotment Desk), coordinate bookings, allocating the rooms, check-in and check-out of guests, obtaining signatures of guests, maintain proper accounting of the rent amount on site and submit a statement in this regard periodically to Allotment desk, RBI Chennai.

2. GENERAL ADMINISTRATION

a) To manage entire operations of the Holiday Homes and coordinate with Allotment Desk, RBI Chennai, for smooth running of the operations.

b) To maintain records as required by the Bank like the check in check out register, register for maintaining welcome Kits / Beverage Kits provided to guests, Feedback/ Complaint Register and other such register as instructed by the Bank from time to time. The cost of maintaining such register shall be borne by the Agency. A file is to be maintained for preserving the room allotment advices.

c) To ensure timely action in emergencies including operation of firefighting systems, administering first aid etc.

d) A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of RBI, Chennai, they shall work under directives and guidance, Allotment desk, RBI Chennai, and will be answerable to the same. The day-to-day functioning of the services shall be carried out in consultation with and under direction of Allotment desk, RBI Chennai.

e) The Local representatives of the Agency shall visit Allotment desk, RBI Chennai at least once in 6 months and review the service performance of its personnel. During the visit, Agency's representative will also meet the officer concerned dealing with services under the contract for mutual feedback regarding the work performed by personnel and removal of deficiencies, if any, observed in their working.

f) The Bank shall decide and judge the quality of the service rendered by the Agency and all other matters and its decision is final and binding on the Agency.

g) Inventory Register is to be maintained by the Agency room wise to ensure safe custody of Bank's properties. This is subject to periodical verification by the Bank. Hence, the Agency shall assume full responsibility for maintaining all movable properties of the Bank located inside the Holiday Homes. In case of any shortage, damage etc., the Agency is liable for replacement of the same at their cost.

h) The Agency shall get the feedback form filled from all guests compulsorily and the same shall be submitted to Allotment desk, RBI Chennai periodically.

i) The Agency shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Bank's own procedures and instructions. The Agency shall perform the Service to the satisfaction of the Bank and if any shortcoming is found, then the Agency shall rectify the shortcoming immediately.

3. FRONT OFFICE ADMINISTRATION

When the guest checks-in/ checks-out, the Agency's staff shall do the following:

- a) Attend to and receive the guest, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, as prescribed by the bank, may be made. The Bank will reserve the rooms and intimate the Agency through allotment advices. **The Agency/ Agency's staff shall not allot rooms on their own.**
- b) Accompany guests to their allotted room, offer help to carry their baggage to and from the allotted room, ensure their comforts, offer tea/ coffee/ food, etc. depending on the time.
- c) Ensure availability of items such as water Jars replenished with water, tea bags/ coffee sachets/ milk and sugar sachets/ welcome/ beverage kit etc. in the room.
- d) When the guest checks-out, separate bills for boarding and lodging are to be prepared by the Agency and signed by the guest. Collected cash towards room tariff will be deposited with Allotment desk, RBI Chennai with proper registers on the first day of each week or as directed in writing.
- e) At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests is in order with respect to assets of the bank. A check is to be carried out before the guest leaves the Holiday Homes. Simultaneously, it may be ensured that the guest has not left behind any of his belongings in the room. If any belonging of the guest is noticed after they have left, then the Allotment Desk, HRMD has to be informed about the same at the earliest.
- f) The keys are to be collected from the guests moving out or checking out from Holiday Homes.
- g) The Agency's staff shall not seek any tips or favour from the guests for the services rendered.

4. CATERING

The Agency shall provide the following services:

- a) Preparation of Tea/ Coffee, Breakfast, Lunch, Dinner etc. The timing for services shall be as informed by the Bank in advance to the Agency's staff.
- b) The menu may be altered for specific guests / special occasions / programmes / functions as desired by the Bank, within the overall scope of the menu.
- c) The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements.
- d) The Agency's staff shall take care to provide healthy food to the guests as per the standard menu prescribed by the Bank. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds or to guests as intimated by the bank on a case to case basis.
- e) The Agency's staff shall be responsible for procurement of raw materials and ingredients. Good quality (AGMARK/ FSSAI marked) raw materials and oils shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be free from adulteration or any foreign material. The Agency should also ensure that the used edible oil is not re-used for any other cooking purpose. Risks or accidents

arising from the deficiency in the catering service to be borne by the company

- f) Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
- g) Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or fish; and shall be purchased from standard authorized shop.
- h) All vegetables, fruits etc. used shall be fresh and shall not be rotten or over ripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry date printed on the consumables.
- i) The Agency's staff shall store sufficient quantity of high quality ingredients in the available place in the Holiday Homes to ensure preparation of food items in time.
- j) The Bank's has the right to test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.
- k) The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
- l) The Agency's staff shall be responsible for service of food and beverages in the common dining room as also in the room of the guests (if requested for).
- m) The Agency should ensure that they appoint well qualified & experienced cooks for all types of food preparation.
- n) The Agency's staff should ensure total cleanliness and regular cleaning of facilities in the kitchen. Routine cleaning and proper handling of kitchen equipment required for food production will be the Agency's responsibility.
- o) The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, as mutually agreed upon thereafter.

5. HOUSE-KEEPING

- a) The number of rooms available in the Holiday Homes and the area of lounge, dining halls, etc., are given separately as per the scope of the Tender. The Agency, before submitting its offer, is encouraged to visit the place for its own assessment.
- b) All the rooms shall be kept neat and tidy always to enable the Bank to allot the rooms at any time.
- c) Linen like towels (hand and bath), bed spreads and bed sheets as also the inner sheets to Quilts/ Comforters should be changed immediately after the guest checks-out and after every two days if in the continuous occupation of the room.
- d) Room fresheners/ deodorants, Mosquito repellents (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required.
- e) Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs, etc.

f) The Agency shall ensure proper functioning of all systems in the Holiday Homes such as electrical, electronics, sanitary and water supply. In case of any complaints regarding plumbing/ electrical/ carpentry, etc., and/or need for replacement of any equipment, agency has to deploy suitable personal so as to attend to the complaints in coordination with the AGM/ MGR(Tech) of Estate Department and arrange to rectify the same at the earliest (Within 24 Hours in case the Estate Department authorizes the Agency to carry out the work on their Own). The Financial cost arising out of carrying such work, may be finalized with the estate department before seeking approval for doing the work.

g) The Agency must ensure the following services frequently:

(i) Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas etc.

(ii) Removal of cobwebs, dusts, termites, insects, pests etc.

(iii) Windows sponging and cleaning. Cleaning of dustbins and buckets with detergents and sanitary wares by using reputed branded products.

(iv) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.

6. GARDENING AND MAINTAINANCE OF PROPERTY:

a) The Agency should supervise and carry out all services related to Gardening works. The bidder must employ experienced labour only.

b) Maintenance of the existing garden at the property by employing gardener and helpers, for proper maintenance of garden and other areas which includes watering, trimming of trees, shrubs, plants, hedges, spreading of manure and garden earth, spraying of pesticides, planting seasonal flower plants (seeds/saplings will be supplied by the Bank or as per the agency arrangement only in consultation/approval with (of) the Bank).

c) Cleaning of the land areas in the property including lawn area, playground, parks (including bitumen roads), adjacent foot paths as per requirement, maintenance of lawn areas, weeding out the wild grass and other vegetation growth **at all locations** in the entire property at regular intervals, maintenance of flower beds, indoor and outdoor plants/trees, flower troughs etc. complete as directed.

d) The Agency must ensure that water, electricity and other resources are used judiciously. Providing manure and good quality earth once in 3 months. Spraying required suitable pesticides and insecticides at regular intervals

7. FACILITIES PROVIDED BY THE BANK INCLUDE:

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

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

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

d) Appliances like TV, ACs, Geysers, etc. (The available capital equipment will be given on as-is, where-is condition.)

e) The Agency will have full responsibility of proper upkeep, maintenance and custody of the

linen, crockery, equipment, and vessels etc., handed over to them by the Bank.

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

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

8. PERSONNEL

a) In the event of any person deployed by the Agency being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve.

b) The personnel being deployed shall ordinarily be continued and may not be changed without consultation with the Bank.

c) The Agency, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 14 years.

d) The Agency shall be solely responsible for providing all requirements of his labourers, including:

i. Payment of wages and all other statutory dues.

ii. Collection and payment of all taxes on behalf of his employees and any other statutory requirements such as PF, ESI etc., made by any Government Authority having jurisdiction.

iii. Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.

iv. All insurance and safety aspects pertaining to Agency's employees are the Agency's liability.

v. RBI is at liberty to subject any personnel employed by the Agency to medical check-up by Bank's medical officer / any other authorized doctor at any time and the expenses thereof, if any, will be borne by the Agency.

vi. The personnel employed by the Agency shall be trained to handle fire- fighting systems, administer first aid in emergencies, etc.

vii. On receipt of Work Order, the Agency will supply a list of names with the bio-data and KYC norms duly certified along with photograph of all the workers to be deployed under this Contract. In case of replacement of workers/Supervisor, his certified Biodata, photo with KYC should be immediately submitted to HRMD, RBI, Chennai.

e) The Bank reserves the right to expel any worker(s) of the Agency who is found guilty of misconduct.

f) The Agency shall ensure that all his employees turn out in clean, appropriate uniforms and shoes, at all times on duty including supervisor, cooks and helpers. The Agency shall provide

the necessary uniforms. In order to maintain hygiene level, the personnel shall wear caps and gloves while serving food. Smoking, eating or chewing of tobacco/ zarda/ gutka, etc., spitting is strictly prohibited.

g) The personnel should have pleasing personality, courteous, be good in communication with guests and be experienced to serve guests of high levels. Hence, the Agency should preferably engage personnel who are well versed in English, Hindi and Tamil.

h) The Agency will be solely responsible for the operation of the Holiday homes. However, the operation will be monitored by the designated officials of the Bank. The Agency will also ensure availability of a responsible person on round-the-clock basis for contact by the designated officials of the Bank.

i) Expenses on account of payment of salary/ wages/ providing of food / eatables for Agency's employees / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the Agency's employees shall be met by the Agency. The Agency shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The Agency shall be solely responsible for any claim arising out of employment or termination of his employees and for statutory payments.

j) The Bank has no responsibility whatsoever of the Agency's employees and the Agency will be solely responsible for managing its employees. In the event of any dispute between the Agency and its employees, the Agency alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.

k) The Agency shall comply with the provisions of the Factories Act 1948, 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, Tamil Nadu Industrial Establishment, (National & Festival Holidays) Act 1963 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Agency shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.

l) In case any personnel of the Agency is injured during the course of performing his duty/ their duties it shall be the sole responsibility of the Agency to extend all medical and financial help etc. without charging any cost to the Bank.

m) In case the Bank is implicated in any law/ suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency/ Agency itself, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency.

n) The Agency shall fully indemnify the Bank for any default or non-observance by the Agency or any of his representatives of any of the provisions of the above-mentioned enactments and the rules framed there under. Even though the Agency shall be solely liable for settlement of any claim made by any person due to the non-observance by the Agency of any of the provisions otherwise of the enactments cited, the Bank reserves its rights to settle directly any amount due by the Agency as mentioned above and to recover such amounts from any of the amounts payable by the Bank to the Agency or in the absence of the same as debt due to the Bank by the Agency.

o) The Agency shall, whenever required by the Bank or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.

p) The Agency shall produce documentary evidence in proof of effecting the said statutory payments whenever required. Non-observance of the provisions will be construed as default by the Agency to make such payment, and payment of the Agency's bill will be withheld.

q) The Agency shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the Agency or its employees happen to be operating / working. In the event of any of the Agency's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Agency shall remove such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.

SECTION V

Draft Agreement

This AGREEMENT is made at Chennai on this day of _____, Two Thousand twenty between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Chennai, represented by its authorized officer Regional Director, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600001 (hereinafter called "**THE PRINCIPLE EMPLOYER** ") on the one part and the Agency, incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____(hereinafter called "the Agency") represented by Shri/ Smt. _____ who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the principle employer has intention of engaging a Agency for Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works.

AND WHEREAS the principle employer had called for tenders from eligible Agency to provide Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the principle employer has awarded the contract, to provide Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering work as stated in the scope of work attached to the Tender Document, to the Agency.

AND WHEREAS the Agency has agreed to execute upon and subject to the conditions set forth in the Contract and as amplified / curtailed by subsequent additions/ deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS" the works described in the said scope of work at the AMC rate as shall become payable there under (hereunder referred to as the said AMC contract amount).

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement will come into effect from October 01, 2020 and will remain initially in force up to March 31, 2021 unless it is terminated as per the terms hereinafter contained. The decisions of the Bank in this regard will be final.
2. In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the AGENCY shall upon and subject to the said conditions execute and complete the work described in the said scope of work.
3. The Bank shall pay the Agency the said contract amount at the times and in the manner specified in the said conditions.
4. The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non- deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the Agency.

5. The Manager, HRMD, Chennai is the Authority authorized to sign the agreement on behalf of The Bank.
6. The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
7. The charges of ₹_____ (Rupees_____ only) will be inclusive of manpower and materials used for efficient rendering of the housekeeping and maintenance services and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily, subject to statutory deductions.
8. The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
9. The above charges exclude GST but include any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.
10. The Agency shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE AGENCY

1. The said Conditions and the correspondence attached here to shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively as per the said Conditions and the correspondence contained therein.
2. This Contract is a fixed Lump Sum Contract, to carry out the work according to the scope of work detailed in Section VI, at the rates contained in the Financial Bid of the Tender
3. The Agency shall provide a complete and updated list of all the personnel deployed in the Bank's Holiday Homes.
4. The Agency has to obtain police verification certificates reporting the character and antecedents of its personnel and other details relating to age, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises.
5. The Agency shall ensure that trained and competent persons are deployed, who are physically fit (i.e. preferably between age of 18 to 40 years for workmen and for supervisor) and are not suffering from any chronic or contagious diseases that may hamper their ability in carrying out the work efficiently.
6. All the workers or employees deployed by the Agency shall be considered as the employees of the Agency and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers/ employees.
7. The Agency shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement. The Agency shall be bound to comply with all applicable laws and the Bank shall be indemnified by the Agency in case any liability arises.
8. The Agency shall ensure timely payment of wages/salary to the workers persons

employed by him **(by crediting to the bank account)** and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Principle employer every month. Further, the Agency shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with. The Bank will have the right to ask for bank statements from the Agency to verify the details of wages/salary paid by the Agency and will also have the right to demand any other documents which are required to ascertain compliance by the Agency to various provisions of the Labour Laws.

9. The Agency 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 Agency 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.

10. The Agency shall ensure that all employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Agency and/ or its employees have observed the same. The Agency shall be responsible for the good behaviour and conduct of their employees and in case of any complaints by the Bank, the Agency shall not employ such employees in the Bank's premises.

11. The Agency shall personally and exclusively supervise the work of all employees so as to ensure that the services rendered under this agreement are carried out to the best satisfaction of the Bank.

12. The Agency shall ensure that no employees of the Agency will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling Agency obligations with prior approval of the Bank.

13. The Agency shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Agency or his employees or agents.

14. The Agency shall indemnify the Bank for any penalty levied on the bank due to breach of regulations by the Agency while performing the duties under the Contract.

15. The Agency shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

a) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.

b) Any claim arising out of loss/ damage to the workmen engaged by the Agency during execution of the work.

c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

16. The Agency shall supply identity cards to all employees or agents who shall be doing the subject job at the Bank's premises and ensure that all the employees and agents bear the identity card at all times while they are working in the Bank's premises.

17. The Agency agrees and undertakes that they will make it clear to all persons employed/

engaged by them to perform the obligations under this agreement, that they are employees of the Agency and that they shall have no claim against the Principle employer i.e. the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Agency shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.

18. The Agency agrees to utilize materials/brands which will be of the best quality. Banks reserves the right to conduct quality audit checks of the materials used by the Agency on a periodical basis.

19. The Agency shall make his own arrangements for security and protection of his workers and materials and the completed work till the same are taken over by the Bank.

20. The Agency shall obtain license, if any, required under the Tamil Nadu State Government Law or Central Government Law as applicable in case of the services covered under this contract.

21. All staff deployed by the Agency shall be provided uniform with company's logo & identity cards.

22. The Agency should ensure that the workers deployed in the Bank's premises are trained to the effect that they immediately report to the Bank's Security Staff any suspicious item/activity noticed by them in the Bank's Holiday Homes while attending to their duties.

23. The Agency should note that Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank's premises is strictly prohibited and ensure that the workers deployed in the Bank's premises abide this rule strictly.

24. The Agency shall abide by all procedures/norms related to safety and security of the Holiday Property.

25. The Agency shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/ problem of any nature in the Bank's premises.

26. The Agency and his staff shall be under the general supervision and control of the HRMD/Estate Department or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from them for the day-to-day work in the premises.

a. TERMINATION OF AGREEMENT

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

1. in the opinion of the Bank (which shall not be called in question by the Agency and shall be binding on the Agency), the Agency fails or refuses to implement this agreement to the Bank's satisfaction and/ or

2. the Agency commits a breach of any terms and conditions of this agreement and/ or

3. for any reason whatsoever, the Agency becomes disentitled in law to perform his obligations under this agreement and/ or

4. there is any variation in the ownership/ partnership or management of the Agency or his business without the prior approval in writing of the bank to such variation.
- ii. In the event of termination of this agreement for any reason whatsoever, the Agency/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- iii. Notwithstanding anything contained in this Contract, in the event of non-compliance, disobedience, or breach of any terms of the Agency unsatisfactory or inefficient working by the Agency, the Principle employer shall have the absolute and independent authority to revoke this contract after giving one month's notice in writing to the Agency without assigning any reason and the same shall be binding on the Agency and the contract will come to an end with immediate effect on completion of the deadline as stipulated in the notice, in which case the Agency shall not be entitled for any compensation/damages and the Security Deposit shall not be refunded.
- iv. On termination of the Agency on expiry of the contract, the Agency shall vacate the premises of the Bank and shall hand over or return all the articles /material/property pertaining to the Bank.
- b. **STAMP DUTY:** The Agency shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the Agency shall retain the duplicate.
- c. The Agency shall ensure payment of minimum wages, as prescribed by the relevant law from time to time, to the workmen employed by him/ her/ them.
- d. The Agency shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The Agency shall be solely responsible for liabilities, if any, in this regard.
- e. The several parts of this contract have been carefully read and fully understood by the Agency.
- f. **DISCLOSURE NORMS:** The Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the Agency or his/her employees during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence, even after the expiry/termination of this contract. The Agency 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 Agency 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 Principle employer. The Agency shall indemnify the Principle employer for any loss suffered by the Principle 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 Agency and the Principle employer shall be entitled to claim damages and pursue legal remedies.

The Agency shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Agency's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

I. The Principle employer reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Agency.

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

J. PAYMENT TO THE AGENCY: The Agency shall raise the bill on completion of every month and the payment shall be made within 30 days from the date of submission of complete bill with supporting documents. The bills for AMC charges and reimbursement of provisions (welcome kit, tea/ coffee kit, water bottles and newspaper etc.) may be raised separately. The bill raised for supply of provisions may separately indicate the number of welcome kits, tea/ coffee kits, newspapers, water bottles etc. made available to the visitors, supported by acknowledgement of the visitors, duly certified by the Assistant Manager (Allotment) of HRMD. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances, the Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

All payments by the Principle employer under this Contract shall be made only at Chennai. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have the jurisdiction to determine the same.

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Agency shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

The said Conditions there to shall be read and construed as forming part of this agreement and the parties here to shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

K. The contract shall commence from the date of awarding the contract by RBI and shall remain in force for a period of 06 months. The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on terms mutually agreed upon or on the same terms and conditions. Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Time shall be considered as the essence of this Contract and the Agency hereby agrees to commence the work/job tentatively from **October 01, 2020** and issue of formal work order as provided for in the said conditions and to complete the work within the stipulated period.

L. The rates quoted shall be based on the Financial Bid of the Tender and shall be firm and binding without any escalation during the period of the contract, including for changes, if any, in the statutory minimum wages announced by the Government of India under the Minimum Wages Act.

M. The Agency shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the Bank to any other person/company/organization.

N. RISK CLAUSE: Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the Agency in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation.

The decision of the RBI about the failure on the part of the Agency shall be final and binding on the Agency. This termination can be done at a notice of 5 working days.

If there is any stoppage / deficiency of service in any area of the Holiday Homes operation, for any reason, the agency is liable for penalty action as decided by RBI. The decision of the DGM / GM, HRMD, RBI, Chennai shall be final and binding.

In the event of any failure on the part of the Agency, RBI shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the Agency. The additional cost, loss, if any incurred by RBI would be recovered from the Agency. RBI at its discretion, may, close the Holiday Homes any time during the contract period.

RBI may also increase the number of Holiday Homes to be maintained which may require deployment of additional manpower. The amount payable shall be decided as per mutual consultation.

O. PENALTY: The Agency shall maintain an attendance and complaint register duly signed by Assistant Manager (Allotment) and attach a copy of the same with each month's bills failing which no payments shall be released. In case any of the Agency's personnel deployed is absent and is unable to provide suitable substitute, penalty shall be levied by the Bank and the same shall be deducted from the Agency's bills.

Penalty for non-fulfillment of contractual obligations by the Agency, like:

- a) Complaints entered in the Complaints Register and unattended, at the earliest
- b) Allotting a room without cleaning
- c) Missing items of the Bank
- d) Misuse of Bank's premises (consumption of alcohol etc.) / Entry of any unauthorized person
- e) Delay / Non-performance in providing services
- f) Non-wearing of both ID card and uniform by staff of Agency
- g) Allowing the occupant for over-stay without the permission of Allotment Desk, HRMD, RBI, Chennai
- h) Any other lapses related to House Keeping and Maintenance Services

Deficiency of service in any area of the Holiday Homes operation as mentioned above or for any reason, the agency is liable for penalty action as decided by RBI. The decision of HRMD, RBI, Chennai shall be final and binding

In the event of recurring complaints/non-satisfactory performance, the Bank reserves its right to terminate the contract and the Agency shall be liable to risk and cost. The amount of penalty will be appropriated by revoking Performance bank guarantee or any other amount payable to the Agency.

P. INSURANCE:

The successful Tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work for the duration of the contract. The Agency shall indemnify the Principle employer against all claims which may be made against

the Principle employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Principle employer (first name) and the Agency against such risks and deposit such policy or policies with the Principle employer from time to time during the currency of this contract.

The successful Tenderer shall take "**workmen compensation policy**" for the workers engaged in the work for one year renewable thereafter, if the contract is renewed by the Bank. The Agency shall indemnify the Bank for any loss or damage that occurs to persons or building or any third party. Workman compensation Insurance policy for all the staff deployed shall also be taken with a minimum coverage of minimum wages or actual salary paid per employee. Copies of the same shall be submitted to the Bank.

The Agency shall take necessary insurance covers (Workmen Compensation Policy), third party / public liability with an Insurance Company approved by the Principle employer, a policy of Insurance in the joint names of the Agency and the Agency (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfillment of the contract.

The Minimum cover under third party / public liability shall be for a minimum of Rs.2 lakh.

The Agency shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Agency's employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The Agency shall indemnify the principle employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims

Note: These policies shall be valid till the completion of the work. If the Agency does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the Agency.

Q. SIGNING OF CONTRACT AGREEMENT: The General instructions to the tenderers and herein before referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

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

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof the

successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

The Agency shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Principle employer. In case of breach of these conditions, the Principle employer may serve a notice in writing on the Agency rescinding the contract whereupon the security deposit shall stand forfeited to the Principle employer, without prejudice to his other remedies against the Agency.

R. LANGUAGE: The Tender including all documents etc. shall be in English.

S. RIGHT TO ACCEPT PART TENDER: The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

T. The Agency shall comply with the provisions of “**The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013**”.

a) The Agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the Banks property, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer and the tenderer shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the Agency against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

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

d) The Agency shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

U. FORCE MAJEURE:

If at any time during the period of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.

V. The contract shall be deemed to end in any of the following contingencies:-

(i) On the expiry of the contract period or termination of this agreement.

Or

(ii) A notice at any time 'during the currency of services, in case the services rendered by the Agency are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

Or

(iii) For committing breach of any of the terms and conditions of the contract by the Agency.

Or

(iv) On assigning the contract or any part thereof any benefit or interest therein or there under by the Agency to any third person for sub-letting the whole or a part of the contract to any third person.

Or

(v) On Agency being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Agency to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/ hindrance / problem of any nature to Reserve Bank of India.

In the event of exigencies arising due to the death, infirmity, insolvency of the Agency or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Bank may think proper, namely:

i) Legal heirs in case of sole proprietor

ii) The next Directors / Partners in the case of company or firm as the case maybe.

The Bank may revoke the contract and shall reserve the right to settle the matter according to the circumstances of the case as it may think proper.

W. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Chennai or his nominee.

The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Chennai shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitrator may give interim awards and / or directions, as may be required.

Subject to the aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

The Courts at Chennai only shall have the jurisdiction for the purpose of this agreement. With mutual consensus, even Arbitration machinery may be used for settling disputes.

Conflict of interest: Tenderers shall not have a conflict of interest. All tenderers found to have a

conflict of interest as mentioned below will be disqualified.

(a) Tenderers in two different applications have controlling shareholders in common.

(b) The Tenderers (including their personnel and sub-Agency) that have a family relationship with such members of the RBI Staff who are directly or indirectly involved in the project will not be awarded the contract.

Declaration:

I/ We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Annual Services Contract is entrusted to me/us.

Place:

Signature and seal of the Tenderer

Date



Reserve Bank of India
Human Resources Management Department, Chennai.
Part II – The Price Bid

Annual Maintenance Contract for Caretaking works of Bank's Property at Udhagamandalam including the Housekeeping and Catering works.

i) Bidders are advised to quote rates only from sl no 6 Onwards, the rates mentioned in sl no 1,2,3,4 and 5 are Minimum and cannot be changed. The Bank encourages wages above this Minimum and the same should be quoted in sl no 6 along with contractor overhead.

ii) **Part I of the tender** together with EMD and all other documents in support of eligibility criteria should be sealed in a separate envelope and **the Price Bid has to be in separate Sealed envelope** subscribed as "Tenders for Annual Maintenance Contract for Caretaking works of Bank's Property at 145B, Race View Road, Udhagamandalam-643001, Nilgiris district, Tamilnadu, including the Housekeeping and Catering works" so as to reach us not later than 17.00 hrs of September 18, 2020.

iii) Only Part I of the Tender will be opened on 11.30 hrs of September 21, 2020. The part I of the tender will be evaluated for fulfillment of all the eligibility criteria like Minimum experience/ Turnover/ similar works and other required documents.

iv) Part ii of only those agencies, to be found eligible by fulfilling all the eligibility criteria as well as those submitting the required documents will be opened on a later date.

v) The date and time of Part II opening will be communicated to all the eligible agencies.

SCHEDULE OF QUANTITIES

SEGMENT I – Labour Component

Sl.	Description	Rate in (₹)
I	RECEPTION ARRANGEMENTS, MAINTENANCE, UPKEEP AND SUPERVISION OF PROPERTY AT RESERVE BANK OF INDIA – HOLIDAY HOME, UDHAGAMANDALAM, NILGIRIS.	
1	Providing services of ONE qualified and experienced Supervisor	₹11,340/-
i	Minimum Wages – 420/day (assuming 27 working days in a month)	420*27*1=₹11,340/-
2	Providing ONE trained housekeeping staff	₹11,340/-
i	Minimum Wages – 420/day (assuming 27 working days in a month)	420*27*1=₹11,340/-
II	OPERATION, MAINTENANCE AND SUPERVISION OF KITCHEN AND DININGHALL FOR CATERING TO ABOUT 10 to 20 GUESTS DEPENDING ON THE OCCUPANCY ON ANY GIVEN DAY.	
3	Providing ONE trained and experienced cook	₹11,340/-
i	Minimum Wages – 420/day (assuming 27 working days in a month)	420*27*1=₹11,340/-
4	Providing TWO trained and experienced helpers/waiters/gardener/security.	₹22,680/-
i	Minimum Wages – 420/day (assuming 27 working days in a month).	420*27*2=₹22,680/-
5	Total Labour cost (minimum) for 6 Months. The Bank, being the principal employer and as matter of	Total of (1+2+3+4)*6 ₹56,700/-*6 ₹3,40,200/-

	<p>policy, shows zero tolerance towards agency who fail to pay Minimum wages as well as statutory dues like EPF&ESIC.</p> <p>In this regard, agency must compulsorily pay this Minimum amount as salary, failing which, their quote is liable for rejection at the discretion of the Bank.</p>	
6	<p>CONTRCATOR OVERHEAD– for 6 Month period</p> <p>Agency is advised to quote a competitive overhead for 6 Month as per their ability to <u>offer all the services and materials</u> in accordance to terms and condition mentioned in the tender.</p> <p>The Overheads shall <u>include the cost of salary over and above the minimum wages/ bones / any other statutory dues payable except GST / commission for arranging all necessary labour and all other cost deemed necessary</u> by the agency for efficient, smooth and hassle-free operation of the facility on round the clock basis.</p> <p>Note: the cost for welcome kit, beverage kit and newspapers need not be included here as the same will be reimbursed by the Bank in accordance to terms and condition mentioned in the tender.</p>	= Rs _____/-
7	<p>Total Amount for Annual Maintenance Contract for Caretaking works of Bank’s Property at Udhagamandalam including the Housekeeping and Catering works for 6 Months excluding GST.</p> <p>Total of (5+6)</p>	
8	CGST @ (if applicable)	= Rs _____/-
9	SGST @ (if applicable)	= Rs _____/-
10	<p>Total Amount for Annual Maintenance Contract for Caretaking works of Bank’s Property at Udhagamandalam including the Housekeeping and Catering works for 6 Months, including GST</p> <p>Total of (7+8+9)</p>	= Rs _____/-

SEGMENT II – Reimbursement Component

III	REIMBURSEMENT - PROVISION OF WELCOME KITS, BEVERAGE KIT AND NEWSPAPERS TO HOLIDAY HOMES																						
11	<p>Cost of providing one Welcome kit, each Kit should contain the following item/s</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Item Description</th> <th style="width: 15%;">Qty.</th> <th style="width: 25%;">Cost per Item</th> </tr> </thead> <tbody> <tr> <td>Soap Cake (25 gm.)</td> <td>01 No.</td> <td></td> </tr> <tr> <td>Toothpaste (15 gm.)</td> <td>01 No.</td> <td></td> </tr> <tr> <td>Tooth Brush (Size for Adults)</td> <td>01 No.</td> <td></td> </tr> <tr> <td>Sachets of shampoo (6ml)</td> <td>01 No.</td> <td></td> </tr> <tr> <td>Hair oil (20 ml)</td> <td>01 No.</td> <td></td> </tr> <tr> <td>Talcum Powder (20 gm)</td> <td>01 No.</td> <td></td> </tr> </tbody> </table>	Item Description	Qty.	Cost per Item	Soap Cake (25 gm.)	01 No.		Toothpaste (15 gm.)	01 No.		Tooth Brush (Size for Adults)	01 No.		Sachets of shampoo (6ml)	01 No.		Hair oil (20 ml)	01 No.		Talcum Powder (20 gm)	01 No.		<p>Total Cost of providing 100 welcome Kits per year.</p> <p>Total Amount to be quoted is =100 x Cost per Kit.</p> <p>= Rs <u>"A"</u> x 100/-</p>
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	claim in the future for any losses because of shortfall in the actual consumption.	
13	Cost of Providing One Newspaper per flat either The Hindu/ TOI /Mint(English Newspapers only) for One Year	= Rs <u> "C" </u> /- = Rs <u> </u> /-

Evaluation Matrix

Description	Weightage
Labour Component Excluding GST (Value at Sl. No. 7)	80 % weightage will be given
Reimbursement Component (total of A, B and C)	20 % weightage will be given

Formula

Normalized Quote = (80% of the Labour Component Excluding GST) Plus (20 % of the Reimbursement Component)

The same is computed by using the formula given below:

Normalized quote = Value at SI No 7*0.80 + (A+B+C) *0.20

Note: The tendered rates should be in conformity with Minimum Wages Act 1948 as published by Central Government and updated vide notifications of Ministry of Labour and Employment. The company has to ensure minimum wages payment to its staff in line with the Central Government notifications from time to time.

ii) Future hikes in Minimum Wages updated vide notification as said above, will be reimbursed subject to submission of documents.

iii) Schedule of quantities not conforming to the statutory obligations like Minimum Wages (Central Government of India) are liable to be rejected.

iv) In order to provide a level playing field between a GST Registered firm and a Non-Registered firm, the Base Amount for calculating the Goods and Services Tax (Specifically at SI No 7 in the schedule of quantity) only be considered for determining the lowest bidder (L1).

.....
 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 Services Contract is entrusted to me/us.

Place:

Signature and seal of the Tenderer

Date

.....

Annexure 'A'

Client's certificate regarding performance of company/agency/firm providing management and housekeeping (including catering) services

Name and address of the Client: -

Details of service availed from M/s.....

SI No.	Particulars	Comments
1	Nature of service availed	
2	Agreement No. and date	
3	Agreement amount	
4	Since when dealing with the company/agency/firm	
5	Number of personnel provided	
6	Comments regarding adherence of terms and conditions of contract	
7	Any penalty imposed for non-adherence of terms and conditions of contract	
8	Any other information	

Place:
Date

Signature of the Authorised Official
(with seal)