



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

**SCHEDULE OF TENDER (SOT)**

a. e-Tender no	<b>RBI/Thiruvananthapuram/HRMD/35/20-21/ET/424</b>
b. e-Tender short description	Management and Housekeeping (including catering) of the Reserve Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flats (MF) at Thiruvananthapuram
c. Mode of Tender	<b>e-Procurement System</b> Online Part I – Techno-Commercial Bid and Part II – Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>
d. Date of NIT available to the parties to download	06.00 hrs of January 14, 2021 onwards
e. Pre-Bid meeting (Online)	From 15.00 hrs to 16.00 hrs on January 21, 2021 through Webex Meeting  <i>Join from the meeting link:</i> <a href="https://sampark.webex.com/sampark/j.php?MTID=m04e2e77f7eacbe7763abb94bff1cf11e">https://sampark.webex.com/sampark/j.php?MTID=m04e2e77f7eacbe7763abb94bff1cf11e</a>  <i>Join by meeting number:</i> Meeting number (access code): 176 637 1131 Meeting password: policy@2021 (76542912 from phones and video systems)  Minutes of pre-bid meeting will be uploaded in the Bank's website: <a href="http://www.rbi.org.in">www.rbi.org.in</a> and e-procurement portal <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>
f. Estimated cost of work	<b>₹ 29,00,000/-</b>

g. Earnest Money Deposit	<p><b>₹58,000/- (Rupees Fifty-eight thousand only)</b> in any one of the following methods, favouring Reserve Bank of India, Thiruvananthapuram payable at Thiruvananthapuram.</p> <p>i By NEFT / RTGS to Account Number: 8614038; IFSC: RBIS0THPA01; Beneficiary Name: HRMDVOF &lt;space&gt; 'Bidder's Name'</p> <p>ii By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender.</p> <p>iii By Bank Guarantee for Earnest Money Deposit as per <a href="#">Annexure – E</a>, which is to be submitted in Original on or before the last date of submission of E-Tender.</p>
h. Due date of submission of EMD	14.00 hrs of February 16, 2021
i. Bidding start date (Technical-Commercial and Financial Bid) at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	17.00 hrs of January 25, 2021
j. Date of closing of online e-tender for submission of Technical-Commercial Bid & Price Bid	14.00 of February 16, 2021
k. Date & time of opening of Part-I (i.e. Technical-Commercial Bid)  Date & Time of opening of Part-II (Financial Bid)	<p>15.00 hrs of February 16, 2021</p> <p>Opening of Financial Bid (Price Bid) will be intimated to all the eligible bidders later</p>
l. Transaction Fee	<p>Rs.1450/- plus GST @ 18%</p> <p>Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd</p>

## Important instructions for E-procurement

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

### Process of e-Tender:

**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 will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)**

- i. Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- ii. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

### Contact person (RBI):

1. Shri. S Sankar, Assistant General Manager, [hcmdthiro@rbi.org.in](mailto:hcmdthiro@rbi.org.in), 0471-2783021
2. Shri. Arjun S Ashok, Assistant Manager, [hcmdthiro@rbi.org.in](mailto:hcmdthiro@rbi.org.in), 0471-2783021
3. Shri Sreejith R G, Assistant, [hcmdthiro@rbi.org.in](mailto:hcmdthiro@rbi.org.in), 0471-2783008

### Contact person (MSTC Ltd):

1. Mr. Sushil Nale, Assistant Manager, [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in), Mobile: 09987758430
2. Ms Archana, Assistant Manager, [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in), Mobile: 09990673698
3. Ms. Rupali Pandey, Executive, [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in), Mobile: 022 22886268
4. Mr. Tejas V, Executive, [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in), Mobile: 022 22822789

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

### A.System Requirement:

- i Windows 7 or above Operating System
- ii IE-7 and above Internet browser.
- iii Signing type digital signature
- iv Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

Other Settings:

➤Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

➤To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

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

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

**Special Note towards Transaction fee:**

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

**Transaction fee is non-refundable.**

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

**NOTE:**

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

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 NIT.**

**Bidding in e-Tender:**

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.

- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- p) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.
- q) No deviation to the technical and commercial terms & conditions are allowed.

## **DISCLAIMER**

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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 that they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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

**MANAGEMENT AND HOUSEKEEPING (INCLUDING CATERING) OF  
THE RESERVE BANK'S VISITING OFFICERS' FLATS (VOF), TRANSIT  
HOLIDAY HOMES (THH) AND MEDICAL FLATS (MF) AT  
THIRUVANANTHAPURAM**

**Part-I  
TECHNO-COMMERCIAL BID**

<b>Due Date of Submission:</b>	<b>February 16, 2021 (up to 14.00 hrs)</b>
<b>Validity of Tender:</b>	<b>Six months from the date of opening of Part-I of the tender and further extension of validity under agreement</b>
<b>Pre-Bid Meeting (offline):</b>	<b>January 21, 2021, From 15.00hrs to 16.00 hrs</b>



## **1. GENERAL INSTRUCTIONS**

- 1.1. E-Tenders are invited under two-bid system, from reputed companies/agencies/firms for **Management and Housekeeping (including catering) of the Reserve Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flats (MF) at Thiruvananthapuram** for an initial period of one year from **April 01, 2021 to March 31, 2022** as laid down in contractual obligations. However, the contract can be extended for a further period of two years, by one year at a time, subject to the satisfactory performance of the staff deployed and adherence to contractual obligations by the company/agency/firm concerned.
- 1.2. The company/agency/firm shall undertake the management, housekeeping and catering in the Reserve Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flats (MF) at Thiruvananthapuram. Only companies / agencies / firms having minimum five years' experience in undertaking work of similar nature and have provided similar services to Government / Semi Government / Local administrative and Municipal bodies or any other major institutions are eligible to apply for the work. The Contractor shall submit the documentary proof of the same.
- 1.3. The Bank reserves the right to increase or decrease the number of duties required, before awarding the work or any time during the currency of contract.
- 1.4. Reputed Applicants having minimum 5 years of experience in the field of maintaining guest houses of reputed organizations and managing their kitchen are eligible to apply. 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.
- 1.5. Any Tender not accompanied by Earnest Money Deposit shall be rejected.
- 1.6. The Bank is not bound to accept the lowest tender and reserves the right to accept the tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
- 1.7. All the bidders may kindly note that any subsequent amendments / corrigendum to the tender, will only be notified in the Bank's website (<https://www.rbi.org.in>) and MSTC Ecommerce portal of RBI (<https://www.mstcecommerce.com/eprochome/rbi>) and will not be published in the newspaper.
- 1.8. All Bidders shall read and understand all the above instructions / conditions and shall agree to abide by them.

## **2. QUALIFICATION CRITERIA FOR BIDDERS**

- 2.1. The bidder shall be a Proprietary firm or a Partnership firm or a Limited company or a Corporate body legally constituted, who possesses the required licenses and registrations as per law.
- 2.2. The bidder shall have a **minimum experience of five years**. The bidder shall submit a list along with documentary proofs of works carried out by them during the last five years. The documentary proof shall contain Work Orders, Agreements, Completion Certificates / Performance certificates (**as per [Annexure – C](#)**), etc. from clients, the authenticity of which shall be verified by the Bank through various modes.
- 2.3. The bidder shall submit copies of documentary proof viz. **Certificate of Incorporation / Registration, Memorandum of Association, Income-Tax Returns for the past five years, PAN details and GST Registration details**.
- 2.4. The estimated cost of the work is **₹29,00,000/-** and hence the bidder is required to submit the proof (the documentary proof shall necessarily contain Client Certificates and other related documents such as Work Orders, Agreements, Completion Certificates / Performance certificates (**as per [Annexure – C](#)**), etc. from clients, the authenticity of which shall be verified by the Bank through various modes) of **having successfully completed similar works (maintaining guest houses of reputed organizations and managing their kitchen) during the last five years ended December 31, 2020, viz.**
  - i. Three similar completed works each costing not less than ₹11,60,000/- (40% of estimated cost) or
  - ii. Two similar completed works each costing not less than ₹14,50,000/- (50% of estimated cost) or
  - iii. One similar completed work costing not less than ₹23,20,000/- (80% of estimated cost)
- 2.5. The service provider shall have credible Supervisory Infrastructure and Network.
- 2.6. The service provider shall submit Audited Balance Sheets and **Profit and Loss Accounts of last three financial years ended March 31, 2020 (i.e. 2017-18, 2018-19 and 2019-20). The turnover of the service provider during the last three years taken individually shall not be less than the estimated cost of the work.**
- 2.7. The service provider shall submit valid Registration Certificate under Shops & Establishment Act.
- 2.8. The service provider shall submit valid certificate of registration issued by ESI Corporation.
- 2.9. The service provider shall submit valid certificate of registration issued by EPF Organization.
- 2.10. The service provider shall submit valid registration / licenses under applicable Contract Labour Laws.
- 2.11. The service provider shall submit the documentary evidence of deploying at least eight staff for similar nature of work (s) on any day during the last three years ended December 31,

2020, in Government Institutions / Bodies / Establishments (including their residential premises) or Reputed Firms / Institutions.

- 2.12. The service provider shall submit a **Banker's Certificate**, as per [Annexure – B](#), from its banker for an amount of ₹29,00,000/-. The date of issue this certificate should not be older than December 01, 2020.
- 2.13. The bidder shall have a current account in scheduled Commercial Banks and should give an undertaking that they are ready to receive the payments through Electronic Modes of Payment.
- 2.14. The bidder shall possess valid ISO Certification viz. ISO 22000:2018 or latest for Food Safety Management System and ISO 45001:2018 or latest for Occupational Health and Safety Management System for the similar scope of work. The certificates shall be valid on the last date of submission of tender.
- 2.15. The bidder should be able to demonstrate that their existing business processes for recruitment/ medical fitness/ police verification of employees and statutory compliances is robust.
- 2.16. **The bidder shall submit the list and all relevant details including qualification and experience of the staff under their payroll as on December 31, 2020.** Such details shall include all specifications required for deployment in the Bank.
- 2.17. **The bidder shall refer to [Annexure – A](#) of this tender document and upload all data as mentioned therein and regarding all particulars mentioned above.**
- 2.18. The bidder shall submit all relevant documents, reports and other particulars which are to be submitted along with the tender within the due date of submission of tender. However, the Bank reserves the right to ask for clarifications, certificates, reports or any other relevant information from any or all bidders, which form part of the eligibility criteria, even after the due date of submission of tender. The bidder shall submit the same within the timeframe specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.

### **3. INSTRUCTIONS TO BIDDERS FOR PARTICIPATING IN THE BID**

- 3.1. The bidders shall follow Minimum Wages Act and all other applicable laws, rules and regulations.
- 3.2. **The bidders shall, besides accepting the Part-I (Techno-Commercial Bid) of the tender document in full, have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility as mentioned in QUALIFICATION CRITERIA FOR BIDDERS (Section II) and in the event of their failure to do so, the Bank reserves the right to reject their tender.**
- 3.3. The bidders shall deposit Earnest Money Deposit (EMD) for an amount of ₹58,000/- in any one of the following methods, favouring Reserve Bank of India, Thiruvananthapuram.

- i. By NEFT/RTGS to Account Number: 8614038; IFSC: RBIS0THPA01; Beneficiary Name: HRMDVOF <space> 'Bidder's Name'. or
- ii. By Demand Draft which is to be submitted in Original on or before the last date of submission of E-Tender. Or
- iii. By Bank Guarantee for Earnest Money Deposit as per [Annexure – E](#), which is to be submitted in Original on or before the last date of submission of E-Tender.

The modes of submission of EMD by other than those means mentioned above will not be accepted by the Bank. Earnest Money Deposit by Demand Draft or Bank Guarantee shall be enclosed in a covering letter addressed to "The Regional Director, Reserve Bank of India, Bakery Junction, Thiruvananthapuram 695033" and should reach the Bank within the last date of submission of tender.

- 3.4. Any tender not accompanied by EMD for the said amount shall be summarily rejected.
- 3.5. EMD shall be forfeited if the bidder withdraws their bid (tender) during the period of tender validity or fails to execute the contract or accept the award of work.
- 3.6. Part-II (Financial Bid) of the tender should only contain the bidder's quoted rates in the prescribed format of e-tender. The rates quoted shall be in rupees only.
- 3.7. Part I and Part-II of the tender shall be completed in all respects and electronically submitted by the bidder or their authorized representative.
- 3.8. **The bids (Part I and Part II) will be opened electronically on the specified dates as per the Bank's procedures. The Part-II (Financial Bid) of only those bidders who qualify in the Techno-commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.**
- 3.9. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of six months from the date of opening of Part-I, the period of which may be further extended by the Bank upon agreement with the bidder(s). The bidder shall not cancel or withdraw the tender or change the quoted rates during the validity of the tender.
- 3.10. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- 3.11. Conditional bids will also be summarily rejected.
- 3.12. **The Bank reserves the right to accept any tender and to reject any or all the tenders, without assigning any reason.**
- 3.13. The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- 3.14. The Bank may terminate the contract if it is found after award of the work that the Contractor is black listed during last three years by any of the Govt. Departments/Institutions /Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 3.15. **The Bank may terminate the contract in the event the successful bidder fails to**

**furnish the Performance Bank Guarantee for an amount equal to 5% of the value of the contract (inclusive of applicable GST) as per [Annexure-D](#) or fails to execute the agreement within specified period.**

- 3.16. The contractor shall obtain the medical verification done for its workforce (to be deployed for the purpose). The contractor shall also ensure that staff deployed in catering services is free from any contagious or communicable diseases and arrange their regular Health check-ups (twice a year). The cost of the regular health check-up is to be borne by the contractor 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 half yearly check-up.
- 3.17. The **Performance Bank Guarantee** as per [Annexure-D](#) given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/agency/firm or loss/damage, if any, sustained by the Reserve Bank of India, Thiruvananthapuram on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/agency/firm. The company/agency/firm shall have no objection to such appropriation.
- 3.18. The Performance Bank Guarantee should be valid up to the expiry of the contract and the period of claim shall be **valid till two months beyond the expiry of contract**.
- 3.19. All values to be quoted in the Financial Bid, are for 'Unit quantity' which shall be exclusive of GST. However, GST at applicable rates (currently 18%) will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.
- 3.20. **Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e. effective from 1st April and 1st October every year, for 'Industrial Workers' – 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING .....'** for 'Area B'. The 'Overall-in-charge / Supervisor' shall be considered under the category 'Skilled / Clerical'; the 'Cooks' shall be considered under the category 'Semi-Skilled / Unskilled Supervisory' and the 'Helper cum Housekeeper cum Attendants' shall be considered under the category 'Unskilled' based on the nature of duties entrusted to them. The bidders shall keep in mind the latest wage structure while offering rates.
- 3.21. The tenders of bidders who resort to irrational underquoting, whether intentionally or erroneously, of any components of financial bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder among the eligible bidders. The Bank may however give opportunity to such bidder to substantiate their offer by seeking their rate analysis / breakup and comments within a time frame specified by the Bank. However, the overall contract amount, if found insufficient even to pay for the minimum wages for the employee category and associated statutory components shall be summarily rejected and such bidders even though offering the lowest among

**the eligible quotes, will not be considered for the selection as successful bidder among the eligible bidders. The decision of the Bank regarding such disqualification are binding on the bidders and shall be final.**

- 3.22. The tenders shall be rejected outright without opening its Part II, if the client reports from organizations in which the tenderers have provided similar services is found to be unsatisfactory. The tenders shall also be rejected outright without opening its Part II, if the feedback or performance report forwarded by any of the Offices / Branches / Departments of the Bank is found to be unsatisfactory.
- 3.23. The Bank will award the contract to the bidder who has been found 'eligible and qualified' to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document, and such bidder will be called 'Successful bidder'.
- 3.24. The Bank will communicate to the successful bidder through a letter, the award of work and only when such communication is sent, one can treat that a decision has been made by the Bank with respect to the award of contract.
- 3.25. The successful bidder will be required to execute an agreement, the draft of which is mentioned in [Annexure - F](#) within a period of two weeks from the date of issue of Letter of Award or the date of commencement of work, whichever is earlier. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of Regional Director, RBI, Thiruvananthapuram shall be final in this regard.
- 3.26. The Contract shall come into full force and effect on the date mentioned in the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.
- 3.27. The tender submitted on behalf of a company/agency/firm shall be signed by all the partners of the company/agency/firm or a partner who has the necessary authority on behalf of the company/agency/firm to enter into the proposed contract failing which the tender may be rejected.
- 3.28. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee as per Annexure - G and executes 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 validity of tender.
- 3.29. Before submitting the tender, the bidder may go through the general terms and conditions, scope of work and all other instructions on which the work will be awarded by the Bank and

required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.

3.30. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and revoke Bank Guarantee submitted.

3.31. The Regional Director, Reserve Bank of India, Thiruvananthapuram reserves the right to accept or reject any or all tenders without assigning any reason what so ever and their decision will be binding on all the parties.

#### **4. GENERAL TERMS AND CONDITIONS**

4.1. For performing the assigned work, the Contractor shall deploy medically and physically fit staff below the age of 45 years. The Contractor shall ensure that the persons are punctual and disciplined and shall ensure that they remain vigilant in performance of their duty.

4.2. The persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him.

4.3. On taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duly assign work to his personnel in consultation with the Bank. Subsequently, the Contractor shall review the work assigned from time to time and advise the Regional Director, Reserve Bank of India, Thiruvananthapuram for further streamlining their system. The Contractor shall further be bound by and carry out the directions / instructions given to him by the Regional Director, Reserve Bank of India, Thiruvananthapuram or the officer designated by the Regional Director in this respect from time to time.

4.4. The Regional Director, Reserve Bank of India, Thiruvananthapuram or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties effectively.

4.5. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Reserve Bank of India, Thiruvananthapuram in this respect. Further, the Contractor shall immediately replace the particular person so deployed



on the demand of the Reserve Bank of India, Thiruvananthapuram in case any of the aforesaid acts on the part of the said person.

- 4.6. The Contractor shall carefully and diligently perform the work assigned to him in consultation with the Regional Director, Reserve Bank of India, Thiruvananthapuram or Security Officer/s or any other officer designated by the Regional Director.
- 4.7. The Contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For proper identification of the employees of the Contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.
- 4.8. The Contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act 1948; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. The Bank reserves the right to call for proof of such compliance whenever deemed necessary and Contractor shall comply with the same. The contractor shall be solely responsible for any violation of provisions of the above mentioned legislative enactments or any other statutory provisions and shall further keep RBI, Thiruvananthapuram indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the RBI, Thiruvananthapuram shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractors monthly payment and Security Money Deposit.
- 4.9. The Bank shall deal only with the Contractor and it shall be for the Contractor to assign the work to the staff posted / appointed by him at the Bank's premises from time to time in accordance with the Bank's instructions. In the event of the Bank considering the act/conduct of any of the staff posted / appointed by the Contractor to be derogatory to and not in due discharge of the duties and responsibilities entrusted to him and reporting such act / conduct to the Contractor, the Contractor shall forthwith take appropriate action to protect the Bank's interest. Further, upon the Bank reporting and demanding withdrawal of any of the staff posted at its said premises because their conduct and behavior or the performance of the duty entrusted to them is not considered satisfactory by the Bank or for any other reason, the Contractor shall forthwith replace the said staff by / with another suitable staff. The decision of the Bank in this regard shall be final, conclusive and binding upon the Contractor, who shall ensure that the services provided by him are to the satisfaction of the Bank. Subject



to this clause, the contractor has the right to transfer in the discharge of its obligations under the Agreement and in its absolute discretion, any of the staff as it may determine, posted by him on the premises of the Bank colonies, provided however that he shall keep the Bank informed of the same, and any other changes contemplated by him will be duly communicated to the Bank, as far as possible in advance.

- 4.10. It shall be the responsibility of the contractor to ensure that the staff deployed by him are physically fit, healthy with good bearing, honest and competent, free from any disease, contagious or otherwise. The responsibility of their discipline will be that of the Contractor. The persons so provided should have proper knowledge of their job.
- 4.11. It shall be the responsibility of the Contractor to take care of the Bank's holiday homes. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets, movable and immovable, related to holiday homes and if there is any loss to the Reserve Bank of India, Thiruvananthapuram on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker/s, the Contractor shall make good on demand the loss to the Reserve Bank of India, Thiruvananthapuram. He should also take steps in consultation with Reserve Bank of India, Thiruvananthapuram to register FIR with police, if required.
- 4.12. The Contractor shall at their cost, provide at least two pairs of uniforms in a year to the persons deployed for this work and will also include fluorescent jacket-inscribed as 'HOLIDAY HOME SERVICE' at the back, leather shoes, registers, stationery, and other equipment as approved by the Bank and for the proper maintenance of the same the contractor alone shall be responsible or liable. The Reserve Bank of India, Thiruvananthapuram shall have no liability whatsoever on this account. The uniform shall be approved by the Regional Director, Reserve Bank of India, Thiruvananthapuram.
- 4.13. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the monthly invoice, the particulars of deployment of the personnel engaged during the month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the Bank. The contractor shall make the payment of wages, etc. to the persons so deployed by account payee cheque or through NEFT or other electronic modes directly in the account of employed persons and shall furnish copies of wage register, muster roll, or any such documents to the Reserve Bank of India, Thiruvananthapuram, for having paid all the dues to the persons deployed by him for the work under the Agreement, along with the monthly invoice. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of Reserve Bank of India, Thiruvananthapuram in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time regarding payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized

deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns. The Contractor shall make payment to the staff deployed by him in the Bank's premises within 7<sup>th</sup> of the succeeding month.

- 4.14. The Bank may put in place manual attendance register(s) or Biometric Attendance devices to monitor the attendance of the workmen employees engaged by the Contractor.
- 4.15. The Bank shall not be responsible for payment of any compensation for death or injury or accident to any of the staff which may arise out of and during their duties and employment. It is agreed and understood that the Contractor alone shall be liable to pay such damages or compensation to such staff.
- 4.16. In case of sickness or leave or absence of staff from duty for whatever cause, the Contractor shall undertake to replace such staff. The Bank will not be liable for payment whatsoever because of replacement of staff, which shall be the obligation of the Contractor.
- 4.17. In case any of the contractor's personnel deployed under the contract is/are found absent, a penalty as per the below-mentioned calculation, shall be levied by the Bank and the same shall be deducted from the contractor's invoice(s).

Penalty for absence from duty:  $(A \times C) / (N \times 0.80)$

Where, A - No. of absence from duty

C - Monthly Payment

N - Required number of duties per month as per Contract

- 4.18. The contractor alone shall be liable to pay the salaries / wages at all times and ensure that the same are not below the minimum wages and other allowances as prescribed by notifications / orders regarding minimum wages issued by the officer of the Chief Labour Commissioner(C), Government of India from time to time for the – 'Industrial Workers' – 'CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING .....' for 'Area B'. The 'Overall-in-charge / Supervisor' shall be considered under the category 'Skilled / Clerical'; the 'Cooks' shall be considered under the category 'Semi-Skilled / Unskilled Supervisory' and the 'Helper cum Housekeeper cum Attendants' shall be considered under the category 'Unskilled' based on the nature of duties entrusted to them. It is agreed and understood that such staff shall not be considered employees of the Bank and shall not have any claim or right against the Bank. However, the Bank reserves the right to call for and inspect such records, as and when deemed fit by the Bank and Contractor shall supply the same to the Bank within a reasonable time say not exceeding four days. The contractor shall pay the employer's contribution with respect to Provident Fund and Employee State Insurance Fund as per the statutory provisions and the contractor must ensure that all his employees are given ESI Cards and EPF Cards immediately.
- 4.19. A common living accommodation with basic minimum amenities for the staff who are required to stay at the Bank's premises attending to their duties shall be provided by the

Bank at its cost. A total of two rooms, i.e. one room at Kowdiar colony and another room at Thrivikramangalam (Thamalam) colony shall be allotted for this purpose. The contractor shall visit the Bank's premises to take note of the accommodation before offering their rates. Any additional amenities the contractor wishes to provide for his staff inside such accommodation shall need the approval of the Bank beforehand and the expense, if any, in this connection shall be borne by the contractor. The Bank shall not entertain the contractor's or their staff's claim for providing additional accommodation or amenities for them or relievers. All other expenses including food, etc. of their staff shall be borne by the contractor.

4.20. The Performance Bank Guarantee submitted by the contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor or loss / damage if any sustained by RBI, Thiruvananthapuram because of failure or negligence of the staff deployed by him or in the event of breach of the agreement by the Contractor.

4.21. The contractor shall ensure that its personnel do not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter, or any transaction undertaken or handled by the Bank and shall not disclose to anybody information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

4.22. Sexual Harassment of women at work place (Prevention, Prohibition and Redressal)

a) The contractor 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 premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

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

c) The contractor shall be responsible for any monetary Compensation that may 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.

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

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's residential premises.

4.23. The Bank will normally make all payments due under this Agreement latest by 15th of the succeeding month or within 15 days from the date of submission of invoice raised after the completion of work for that month, provided the invoice so submitted is proper and correct in all respects enclosing all requisite documents. The invoice shall preferably, for this purpose,

reach this office on the first working day of the succeeding month for early processing of payment. The Bill will be settled based on monthly charges on actual services provided and not on notional basis. Advance payments will not be entertained by the Bank under any circumstance(s).

- 4.24. The Bank will deduct all applicable tax at source and all other statutory taxes / charges etc. as applicable from time to time, from the amount payable to the contractor.
- 4.25. This contract will be valid for a period of one year from April 01, 2021 to March 31, 2022.
- 4.26. The Contractor shall ensure that a labour license / registration under the Contract Labour (Regulation and Abolition) Act, 1970 or any other laws / rules is renewed / obtained as and when due. The said license / registration shall be kept in force during the period of contract and all terms and conditions thereunder shall be complied to by the contractor.
- 4.27. The Contract may be terminated by either party giving to the other a three months' notice and the date of commencement of such period shall be counted from the date of due acknowledgment of the notice by the other party. Such termination shall not affect the rights or the obligations of parties arising because of or in consequence any act done prior thereto. However, the Bank reserves the right to terminate the contract any time during the contract period due to its administrative exigencies or in response to a serious misconduct or lapse on part of the Contractor as per the terms and conditions of the contract. The gravity of such misconduct / lapse will solely be decided by the Regional Director, RBI, Thiruvananthapuram causing the Bank to terminate the contract any time without giving the contractor a three months' notice.
- 4.28. The personnel deployed by the contractor under the Contract will be the employees of the Contractor for all intent and purposes. They shall not have any claim or right against the Bank, nor can they claim any Association/rights as employee of the Bank. The Contractor or their employees shall not misuse name / logo of the Bank.
- 4.29. During the tenure of duty, the staff shall protect the property of Reserve Bank of India and do other duties as assigned through the Contractor by the officer(s) so authorized by the Bank under normal circumstances. However, in case of emergency or due to the nature of work when the contractor cannot be approached immediately, such duties can be assigned to the staff so deployed, directly by such officer(s) authorized by the Bank in this regard and the staff shall abide by such instructions.
- 4.30. Any loss of official property of Reserve Bank of India due to negligence of personnel so deployed will be recoverable from the Contractor and the quantum of such recovery shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by Competent Authority. However, Contractor will have the right to appeal to the Regional Director whose decision will be final in the matter.
- 4.31. As mentioned elsewhere in this tender document, it is clarified here once again that the Bank has no responsibility of enforcing any service condition which the Contractor may have with his own employees / staff / supervisors / etc. who may be put on duty as they are having no

connection with the Bank. However, for its own information, research and analysis, budget / administrative measure, if the Bank calls for any information from the Contractor, he shall be bound to provide the same within four days. Also, the Bank expects the contractors to be good employers to their own employees so that the Bank receives no complaints from them about their own service conditions because of the possible embarrassment caused to the Bank's image.

- 4.32. The Contractor shall report to proper authorities of the Bank in case they receive complaints from the staff regarding expected deviations from the laid down structure of their duties.
- 4.33. The contractor 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 company/agency/firm during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The company/agency/firm 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 company/agency/firm shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The company/agency/firm shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the company/agency/firm and the Employer shall be entitled to claim damages and pursue legal remedies. The company/agency/firm shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The company/agency/firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 4.34. Force Majeure: If at any time during the currency 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 being beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract.
- 4.35. The contract is said to be terminated on expiry of the contract period or termination in terms of para 4.28 of this tender.
- 4.36. The Bank, at the discretion of its competent authority, shall take necessary action to terminate the contract under the following contingencies:

- i) On notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and not in conformity with the tender conditions.
- ii) For committing breach of any of the terms and conditions of the contract by the contractor.
- iii) On assigning the contract or any part thereof any benefit or interest therein or thereunder by the contractor to any third person for sub-letting the whole or a part of the contract to any third person, without the Bank's written approval.
- iv) On contractor being declared insolvent by the competent Court of Law.

During the notice period, if any, for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging their duties as before till the expiry of such notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature to Reserve Bank of India.

4.37. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor 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.

4.38. 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.

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

4.40. 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, Thiruvananthapuram or his nominee.

4.41. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator, to whom the matter was originally referred, 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, Thiruvananthapuram 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.

4.42. 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 hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

- 4.44. The contractor shall get the antecedents of the staff checked / verified through the local police / intelligence agency to ensure that no undesirable person is deployed and a certificate to this effect shall be submitted to the Bank.
- 4.45. Conflict of interest: Bidders shall not have a conflict of interest. Any or all those bidders found to have a conflict of interest as mentioned below will be disqualified.
- i) The Bidders in two different applications have controlling shareholders in common.
  - ii) The Bidders (including their personnel and sub-Contractors) 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.
- 4.46. If it comes to the knowledge of the Bank that the same staff has been deployed in two consecutive shifts in the Bank or elsewhere, the Bank shall reserve the right to impose penalty as it deems fit. For deficiency in services and serious inconvenience caused to the Bank and its officials, the Bank reserves the right to impose penalty up to 10% of the estimated contract amount. In the event of penalty reaching 10% of the contract amount, the Bank reserves its right to terminate the contract and the contractor 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 contractor.
- 4.47. The Bank will consider the extension of contract by one year or maximum of two years, (through extension by a further year) subjected to its administrative convenience and requirement. However, such extension shall be dependent on the satisfactory performance of the contractor or the employees deployed by the contractor. The Contractor shall have no claim for extending the contract. The Bank reserves the sole right to decide upon the performance of the contractor and consider extension of contract.
- 4.48. The Bank may consider revision only on the service charge component (Serial No. 2 of the Financial Bid) of the contract amount based on Consumer Price Indices for Industrial Workers (CPI-IW), if a decision on extension of the contract is taken by the Bank.
- 4.49. The quote offered by the contractor in the financial bid shall be firm and final and the Bank will not entertain the Contractor's claim for revision of rates during the currency of contract except when changes in the components of Minimum rates of wages viz. the Basic rates and Variable Dearness Allowance (VDA), are announced by the Government of India under the Minimum Wages Act. The amount of such hike in monthly contract amount, proportional to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA). Any other components which form part of wages or allowance which are statutory in nature viz. EPF, ESI, Bonus, other components of DGR wages, etc. which are dependent on the Basic rates and/or Variable Dearness Allowance (VDA) will not be considered by the Bank for the revision in monthly contract. The contractor shall keep in mind the possible escalation of these statutory components other than Basic rates plus VDA and offer their best rates in such a way as to accommodate these incremental costs under Serial number '2' of the financial Bid. The decision of the Bank in the matter will be final.

4.50. All staff engaged by the contractor must submit an accurate and complete COVID 19 self-medical declaration to the Bank countersigned by the contractor before starting the work. The contractor shall closely monitor the staff deployed to the Bank. In case the staff or any of their family members with whom the staff came in contact in the recent past, develop any signs of COVID 19, the contractor shall take necessary action to replace the worker / staff and the same must be immediately reported to the Bank. The contractor shall not deploy staff coming from containment area or under quarantine. Further, contractor shall ensure that the instructions / directions issued by Central as well as State Government, and also by the Bank in connection with COVID-19 pandemic are followed scrupulously by the staff deployed at the Bank. The contractor shall sensitise the staff to follow strict social distancing norms while they remain deployed and shall provide them with necessary masks, gloves, sanitizer, face shields etc., wherever necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial / legal liability arising out of your failure, fault or negligence in complying-with the above conditions.

## **5. SCOPE OF WORK**

### **5.1. Reception**

5.1.1. To attend to phone calls, receive messages, interact with guests and local RBI Office, coordinate bookings, do room allocation, check-in and check-out of guests, collect cash towards room tariff & catering charges/obtain signatures of guests, maintain proper accounting and submit applicable amount periodically to HRMD, RBI, Thiruvananthapuram.

5.1.2. At least two staff each, for this purpose, shall stay round the clock at the designated accommodation provided by the Bank in Kowdiar and Thrivikramangalam colony.

### **5.2. General Administration**

5.2.1. To manage entire operations of the VOF/THHs and coordinate with respective departments of RBI for smooth running of the operations.

5.2.2. To maintain records as required by the Bank.

5.2.3. To ensure the safety of VOF/THHs, properties belonging to the Bank and maintain total vigil on the movement of people in the VOF/THHs.

5.2.4. In case of any change in constitution of the Agency, the rights of RBI, Thiruvananthapuram should not suffer.

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

5.2.6. 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, Thiruvananthapuram, they shall work under directives and guidance of HRMD/Estate, RBI, Thiruvananthapuram 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 RBI, Thiruvananthapuram.

- 5.2.7. A senior level representative of the Agency shall visit HRMD, RBI, Thiruvananthapuram Premises at least once-in a fortnight 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.
- 5.2.8. The Authorized Officer/Committee of HRMD, RBI, Thiruvananthapuram shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his/its decision shall be final and binding.
- 5.2.9. Guest Occupancy Register provided by RBI shall be kept safely. As soon as the guest enters the VOF/THH necessary entries are to be obtained. A file is to be maintained for preserving the room allotment advices.
- 5.2.10. Inventory Register is to be maintained by the Agency room-wise to ensure the safe custody of Bank's properties. This is subject to periodical verification by the authorities concerned of the Bank. Hence, the Agency shall assume full responsibility for maintaining all movable properties of the Bank located inside the VOF/THHs. In case of any shortage, damage etc., the Agency is liable for replacement of the same at their cost.
- 5.2.11. The Agency shall get the feedback form filled from all guests without fail and the same may be submitted to HRMD at the earliest.
- 5.2.12. The Agency shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Bank's own procedures and instructions. The Agency shall perform the Service to the satisfaction of the Bank and if any shortcoming is found, then, on instruction, the Agency shall rectify the shortcoming immediately.
- 5.3. Front Office: When the guest(s) checks-in, the contractor's staff shall do the following:
  - 5.3.1. Attend to guest, receive them, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, to be provided by the Bank, may be made. The Bank will reserve the rooms and intimate the Agency through allotment advices. The Agency/ Agency's staff shall not allot rooms on his own.
  - 5.3.2. Accompany guests to their room and offer help to carry their baggage to the allotted room, ensure their comforts, offer them tea/ coffee/ food, etc. according to the check-in time.
  - 5.3.3. Ensure availability of specified items such as water bottle, tea bags/ coffee sachets/ milk and sugar sachets/ sugar free tablets, bath/ toilet kit in the room.

- 5.3.4. When the guest checks-out, separate bills for boarding and lodging are to be prepared and signed by the guest. Collected cash towards room tariff will be deposited with HRMD with proper registers on the first day of each week.
- 5.3.5. At the time of check-out, the Agency's staff shall ensure that the room occupied by the guests are in order with respect to assets of the bank. A quick check is to be carried out for the purpose before the guests leave the VOF/ THH. Simultaneously, it shall be ensured that the guest has not left behind any of their belongings in the room. If any belonging of the guests is noticed after they have left, then immediately inform RBI officials for sending the same to the guest.
- 5.3.6. The keys are to be collected from the guests moving out or checking out from VOF/ THH.
- 5.3.7. Offer help to the guest for carrying his baggage from the room to the vehicle.
- 5.3.8. The Agency's staff shall not seek any tips or favour from the guests for the services rendered.
- 5.3.9. At least two staff each, for this purpose shall, stay at the designated accommodation provided by the Bank in Kowdiar and Thrivikramangalam colony round the clock.
- 5.4. Catering: The Agency shall provide the following services:
  - 5.4.1. 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. The menu and rates shall be fixed in consultation with the Bank soon after the award of work.
  - 5.4.2. The menu may be altered for specific guests / special occasions / programmes / functions as desired by the Bank, within the overall scope of the menu. The Agency's staff shall take orders beforehand from the staying guests regarding their food requirements.
  - 5.4.3. 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, they may have to prepare food as specified by the guests on medical grounds.
  - 5.4.4. The Agency's staff shall be responsible for procurement of raw materials and ingredients.
  - 5.4.5. Good quality (AGMARK/ FSSAI marked) raw materials and oils shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.
  - 5.4.6. Vegetarian and Non-Vegetarian dishes shall be prepared and served separately. Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or fish; and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking. 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.

- 5.4.7. The Agency's staff shall store sufficient quantity of high quality ingredients in the available place in the VOF/THH to ensure preparation of food items in time.
- 5.4.8. The Bank's authorized official has the right to test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard. 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.
- 5.4.9. 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).
- 5.4.10. The Agency's staff shall provide efficient and prompt service to all members. The Agency's staff shall perform the service to the satisfaction of the Bank officials. If any shortcoming is found, then on instruction from Bank officials, the Agency shall rectify the shortcoming immediately.
- 5.4.11. The Agency should ensure that they appoint well qualified & experienced cooks for all types of food preparation. Additionally, the cooks must be familiar with North Indian, South Indian and other cuisines so as to cater to guests from all centres across India.
- 5.4.12. 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.
- 5.4.13. The Agency shall co-ordinate the booking & procurement of gas cylinders in time and cost of the same may be borne by the Agency.
- 5.4.14. The Agency's staff shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price mutually agreed upon thereafter.

#### 5.5. Housekeeping

- 5.5.1. The number of rooms available, the area, type of VOF/THHs and the area of lounge, dining halls, etc., shall be ascertained by the bidder. The Agency, before submitting its offer, may visit the place for its own assessment.
- 5.5.2. The Agency will procure all the materials required for guest amenities and provide bath/toilet kit only in VOFs. The items to be provided in these kits and the cost per kit will be indicated by the Bank in its work order to the bidder being awarded the contract. The Agency shall claim reimbursement of the same from the Bank on a mutually agreed upon periodicity.
- 5.5.3. All the rooms shall be kept neat and tidy always to enable the Bank to allot the rooms at any time.

- 5.5.4. 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 check-out and after every two days if in the continuous occupation of the room.
- 5.5.5. Bed linen, pillow covers, and towels should be regularly washed and kept in clean condition for use. The bed sheets and pillow covers should be ironed before its use. Washing of curtains is to be carried out once in two months. The services of dry cleaners may be engaged for washing blankets/ quilts/ comforters as per the requirement. All washing expenses, including those for which the agency engages third party for dry cleaning, shall be borne by the agency.
- 5.5.6. Room fresheners and deodorants (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required and the cost may be borne by the agency.
- 5.5.7. The Agency shall be responsible for making the bed and cleaning all rooms daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants (use of acids is strictly prohibited).
- 5.5.8. The Agency shall ensure that the cleaning/ housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- 5.5.9. The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc. provided in the VOF/THH rooms and other places. Reimbursement towards the same may be claimed from RBI.
- 5.5.10. Rooms are to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, bulbs, etc. and regular reports are to be maintained.
- 5.5.11. The Agency shall ensure proper functioning of all systems in the VOF/THHs 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, caretaker of the respective colony may be informed immediately.
- 5.5.12. The Agency must ensure the following weekly services:
  - 5.5.12.1. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas etc.
  - 5.5.12.2. Removal of cobwebs, dusts, termites, insects, pests etc.
  - 5.5.12.3. Windows sponging and cleaning.
  - 5.5.12.4. Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.
  - 5.5.12.5. Cleaning of dustbins and buckets with detergents.
  - 5.5.12.6. Cleaning of sanitary wares by using reputed branded products.

5.6. Facilities provided by the Bank are as follows: -

- 5.6.1. Kitchen with all necessary facilities like gas stoves, cylinders, grinder, mixers, refrigerators, microwave, almirah for storage of linen and facility for storage of crockery / food grains etc.
- 5.6.2. Crockery, cutlery and all cooking utensils/pans, pressure cookers etc.
- 5.6.3. Furniture in rooms, dining halls, lounges, office rooms, etc.
- 5.6.4. Appliances like TV, ACs, Geysers, Washing Machines, and Water Purifier etc. All the available capital equipment will be given on as-is, where-is condition.
- 5.6.5. The Agency will have full responsibility for proper upkeep, maintenance and custody of the linen, crockery, equipment, and vessels etc., handed over to them by the Bank.
- 5.6.6. All the items supplied by the Bank at its expense for running VOF/THHs will be Bank's property for all intents and purposes.
- 5.6.7. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Agency at full cost. However, damages/ breakages in crockery due to natural causes will be viewed leniently by the Bank. In case of 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.

5.7. Personnel

- 5.7.1. The Successful Agency shall make all appropriate arrangements for smooth running of VOF/THHs operations.
- 5.7.2. The Agency shall maintain Qualified/Trained competent catering personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services.
- 5.7.3. 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.
- 5.7.4. The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and in consultation with the Bank.
- 5.7.5. The Agency, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
- 5.7.6. The Agency shall be solely responsible for providing all requirements of his labourers, including:
  - 5.7.6.1. Payment of wages and all other statutory dues.
  - 5.7.6.2. Collection and payment of all taxes on behalf of his employees and any other statutory requirements such as EPF, ESI etc., made by any Government Authority having jurisdiction.
  - 5.7.6.3. Prompt replacement of any personnel whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.

- 5.7.7. All insurance and safety aspects pertaining to Agency's employees are the Agency's liability.
- 5.7.8. The personnel employed by the Agency shall be healthy in all respects and shall produce medical certificates to substantiate the same as required by the Bank's medical officer. Medical check-up shall be done once in six months. 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.
- 5.7.9. The personnel employed by the Agency shall be trained to handle fire- fighting systems, administer first aid in emergencies, etc.
- 5.7.10. The Agency shall ensure that all his employees turn out in clean, appropriate uniforms and shoes, always on duty. Three different colour code for uniform are to be followed for supervisor, cooks and helpers. The Contractor shall provide the necessary uniforms.
- 5.7.11. To maintain hygiene level, the personnel shall wear caps and gloves while serving food.
- 5.7.12. Smoking, eating or chewing of tobacco/ zarda / gutka, etc., spitting is strictly prohibited.
- 5.7.13. 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 Malayalam.
- 5.7.14. The Agency will be solely responsible for the operation of the VOF/THHs. 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.
- 5.7.15. The Agency shall engage sufficient number of competent employees for running the VOF/THH/MF. 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.
- 5.7.16. 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.

- 5.7.17. 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, Kerala 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.
- 5.7.18. In case any personnel of the Agency is injured during the course of performing his duty /heir 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.
- 5.7.19. In case the Bank is implicated in any lawsuit 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.
- 5.8. 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.
- 5.9. 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.
- 5.10. The Agency shall produce, whenever required, documentary evidence as proof of effecting the said statutory payments. 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. The Bank will not make any separate payment towards the expenses incurred by the Agency for complying with the above or any of the statutory provisions regarding their employees.
- 5.11. The Agency shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the Agency or its employees happen to be operating / working. In the event of any of the Agency's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Agency shall remove forthwith such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.

- 5.12. The scope unambiguously defines the Bank's current duty requirements on all days a week and the bidders shall offer the annual rates based on this requirement. The Bank reserves the right to increase or decrease the number of duties based on its requirement, before awarding the work or any time during the currency of contract. The monthly contract amount shall be proportionately arrived at when the Bank resorts to such change in number of duties.
- 5.13. The deployment of staff across the VOF/THH/MF located at the Bank's colonies be as follows: -

Sl. No.	Category of Staff to be deployed	Location of Holiday Homes	Minimum Daily Duty Requirements
1	Cook	Kowdiar	1
2	Helper cum Housekeeper cum Attendant	Kowdiar	2
3	Cook	Thrivikramangalam	1
4	Helper cum Housekeeper cum Attendant	Thrivikramangalam	2
5	Helper cum Housekeeper cum Attendant	Plamoodu & Nanthencode	1
6	Overall-in-charge / Supervisor	All colonies	1
<b>Total</b>			<b>8</b>
Note: The Bank reserves the right to change the number of duty requirements across the colonies based on its requirement.			

- 5.14. The VOFs/THHs/Medical Flats at various locations require the services of:

**5.14.1. Overall In-Charge / Supervisor**

- 5.14.1.1. Having at least three years' experience in hospitality field (enclose documentary proof of work experience).
- 5.14.1.2. Will ensure that work is carried out in accordance with scope of work.
- 5.14.1.3. Will be responsible for ensuring cleanliness of rooms and give ethical treatment to guests and workers.
- 5.14.1.4. Should assign works to utility helpers / housekeepers in the kitchen.
- 5.14.1.5. Should supply good quality and branded cleaning materials to the housekeepers for cleaning Upholstery, Kitchen Equipment and Cutlery/Crockery for all the rooms and Kitchen/Dining Halls, at the agency's cost.
- 5.14.1.6. Will supervise the housekeepers entrusted with the cleaning of rooms.
- 5.14.1.7. Should be of courteous and polite demeanor.
- 5.14.1.8. Interact with guests to solve problems, if any, related to allotment and other connected matters. He must take proactive steps in solving the infrastructural and human problems, if any.
- 5.14.1.9. Will ensure that the visiting guests are handled with dignity.



- 5.14.1.10. Should ensure that timely and good quality food is served to guests either in rooms or in the dining hall and the dining tables are properly cleaned.
  - 5.14.1.11. Maintenance of Electrical, Plumbing and Carpentry Installations: Complaints related to Plumber, carpenter and electrician will be attended to by the Bank, at its own cost. The supervisor is responsible for lodging the complaint with the Bank immediately and maintain a register in this regard.
  - 5.14.1.12. Should ensure that all furniture, fittings, linen etc. are always in proper condition through constant checking of the works carried out by the house keepers.
  - 5.14.1.13. Maintain list of items provided by the Bank and inform the Bank of breakage / malfunction immediately.
  - 5.14.1.14. Cost of food (breakfast/lunch/dinner) served to the guests will be paid by the guests directly to the Supervisor/ Manager except for Bank's guest, the bills for whom would be paid by the Bank on submission of bills duly authenticated by the guests. The information of such guests shall be given to the Supervisor in advance by the Bank.
  - 5.14.1.15. Should collect the rent correctly and in time and deposit the same with the Bank at the end of every month.
  - 5.14.1.16. Should maintain a feedback/suggestion/complaint book for guests wherein guests may give their comments regarding their stay.
  - 5.14.1.17. Should maintain records regarding the booking of VOF and the guests staying.
- 5.14.2. Cook**
- 5.14.2.1. Should have minimum 3 years of experience in handling large kitchens (enclose documentary proof of work experience).
  - 5.14.2.2. Should be well versed in cooking North Indian, South Indian, vegetarian and non-vegetarian items.
  - 5.14.2.3. Should maintain personal hygiene and hygiene in the kitchen.
  - 5.14.2.4. Should ensure that timely good quality food is served to guests either in rooms or in the dining hall.
  - 5.14.2.5. Should ensure that all the utensils, crockery and kitchen equipment are clean and in working condition and also that the kitchen and dining hall are kept clean and in hygienic condition.
  - 5.14.2.6. Should be courteous, polite and clean.
  - 5.14.2.7. Should prepare the meals to guests in a clean and hygienic manner.
  - 5.14.2.8. Should enquire with guests and provide additional food items on request.
  - 5.14.2.9. Should not keep guests waiting to be served or left unattended.
  - 5.14.2.10. Should unpack/store/cut /process vegetables, food items etc.

5.14.2.11. Should ensure that the kitchen and surrounding areas are clean.

5.14.2.12. Should wear uniform provided by the contractor.

**5.14.3. Helper cum Housekeeper cum Attendant**

5.14.3.1. Should sweep, swab and dust the rooms, common areas, balconies and furniture.

5.14.3.2. Should thoroughly clean the toilets.

5.14.3.3. Should carry out washing/cleaning of linen after every change of occupancy, or on every third day.

5.14.3.4. Should ensure that all the lights, plumbing fittings, TVs etc. are in working condition and switched off when not in use.

5.14.3.5. Should convey to supervisor any shortfall in electric supply / water supply before allotment of rooms.

5.14.3.6. Should carry luggage of guest to holiday home room and back as and when required.

5.14.3.7. Should collect rent for the VOF, THH and MF and keep record of check in and check out of visitors in a register prescribed by the Bank.

5.14.3.8. Should ensure that all the utensils, crockery and kitchen equipment are clean and in working condition and also that the kitchen and dining hall are kept clean and in hygienic condition.

5.14.3.9. Should be courteous, polite and clean.

5.14.3.10. Should serve the meals to guests in a clean and hygienic manner.

5.14.3.11. Should enquire with guests and provide additional food items on request.

5.14.3.12. Should not keep guests waiting to be served or left unattended.

5.14.3.13. Should unpack/store/cut /process vegetables, food items etc.

5.14.3.14. Should clear the tables and clean them promptly.

5.14.3.15. Should clean utensils/plates thoroughly using appropriate cleaning materials.

5.14.3.16. Should wear uniform provided by the contractor.

5.15. All guests should be provided with a welcome kit containing items of daily necessities, Mineral Water, Newspapers and Tea / Coffee Kit. The list of items to be provided to the visitors is furnished below.

**5.15.1. 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. No.	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	Sachets of shampoo (6 ml)	01 No.	Pantene, Dove, Head and Shoulders, Clinic Plus or equivalent
4	Hair oil (4 ml)	01 No.	Dabur, Godrej, Parachute or equivalent
5	Shaving kit (disposable razor, shaving cream/gel etc.)	01 No.	Gillette, 7O'clock, Lazer 3, Cream (Gillette, Park Avenue, Old Spice, Nivea) or equivalent
6	Comb	01 No.	Any standard make
7	Plastic pouch for above items	01 No.	Any standard make

**5.15.2. Tea/Coffee Kit:** One tea/coffee kit each (as specified below) should be provided to the visitor and accompanying guests per day, subject to a maximum of 4 tea/coffee kits per day.

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

**5.15.3. Newspaper:** One newspaper (as specified below) should be provided at each occupied flat.

Sl. No.	Establishment	Qty.	Agency
1	Visiting Officers' Flats	1 No.	The Hindu, Times of India

2	Transit Holiday Home	1 No.	The Hindu, Times of India, Mathrubhumi, Malayala Manorama
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**5.15.4. Mineral Water:** Two water bottles per occupant (as specified below) should be provided to the visitor and accompanying guests per day, subject to a maximum of 8 water bottles per day .

Sl. No.	Item Description	Qty.	Brand
1.	Water Bottle (1 litre)	2 No.	Bisleri, Kinley, Aquafina, or equivalent

5.16. The receipt of the welcome kit, packaged drinking water, newspaper and tea/coffee kit shall be duly acknowledged by the visitors. The monthly expense incurred by the agency for supply of the items mentioned in clause '5.15' to the visitors will be reimbursed by the Bank only on submission of acknowledgement of the visitors and the rate of each set of Welcome kits, Tea/Coffee Kit, Newspaper and Mineral Water will be mutually decided based on market rates / applicable government orders, if any, and will be finalized by the Bank in consultation with the successful bidder. The rates for the same will be firm and final for the entire period of contract. The Bank, based on the agency's request for revision of rates of the above-mentioned items, may allow a suitable revision in rates based on market rates of the items, during the extension of contract. The Bank reserves the right to assess the market rates of these items based on methods which it feels appropriate.

## **6. BIDDER'S UNDERTAKING ADDRESSED TO THE BANK**

- 6.1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 6.2. This is to certify that I/ We before signing (digital signing in case of e-tender) this bid, have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
- 6.3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 6.4. I/We shall provide requisite number of personnel as and when required by the Bank.
- 6.5. The Earnest Money Deposit (EMD) for an amount of ₹58,000/- shall be deposited with the Reserve Bank of India, Thiruvananthapuram.
- 6.6. In case, I/We are awarded the contract, I/We is /are agreeable to furnish a Performance Bank Guarantee at 5% of the value of the contract to the Bank. Should we fail to execute

the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India, Thiruvananthapuram. The EMD shall be refunded by the Bank once the Performance Bank Guarantee is submitted and execution of the contract agreement (refer [Annexure – F](#) for draft agreement format) with Bank, on which, the Bank shall not pay any interest.

- 6.7. I/We also understand that the Regional Director, Reserve Bank of India, Thiruvananthapuram has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and their decision will be binding on me/us.
- 6.8. I / we shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”.



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

**MANAGEMENT AND HOUSEKEEPING (INCLUDING CATERING)  
OF THE RESERVE BANK'S VISITING OFFICERS' FLATS (VOF),  
TRANSIT HOLIDAY HOMES (THH) AND MEDICAL FLATS (MF)  
AT THIRUVANANTHAPURAM**

**Part-II  
FINANCIAL BID**

<b>Due Date of Submission:</b>	<b>February 16, 2021 (up to 14.00 hrs)</b>
<b>Validity of Tender:</b>	<b>Six months from the date of opening of Part-I of the tender and further extension of validity under agreement</b>
<b>Pre-Bid Meeting (offline):</b>	<b>January 21, 2021, From 15.00 hrs to 16.00 hrs</b>

## 7. PROFORMA OF FINANCIAL BID

The bidder shall fill their best offers in the Bank's e-tender platform viz. mstcecommerce portal under 'AUC Floor Manager' menu, in full agreement with the terms & conditions, all details, guidelines, instructions, scope of work, etc. as detailed in the tender document. The proforma of the Financial Bid is as follows: -

SI No.	Item	Quantity	Unit of Measure	Multiplication factor
1	Basic Wages (BW) including Variable Dearness Allowance (VDA) per Annum for all staff deployed for the entire 12 months. (The bidders shall keep in mind the applicable minimum wages before quoting. Refer Part-I of the document for more details)  <b>i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</b>	1	Lumpsum	1.18 (GST Factor)
2	Annual Service Charges inclusive of all components of wage structure (excluding the charges for Basic Wages and VDA components which are quoted above) as per the latest minimum wages as on date, all statutory charges / levies / duties etc., including expenses related to cleaning materials, the supply of all accessories / Uniform / equipment to be provided to the staff, overtime wages / charges, if any, payable, overtime wages, if any, to be paid for deploying staff on specified National Holidays and any such expense which form part of the Contractor's obligations as per the tender document or obligation(s) which is/are statutory in nature.  <b>i. Enter the rate in Lumpsum, exclusive of Goods and Services Tax (GST).</b>	1	Lumpsum	1.18 (GST Factor)

**Note:**

All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.

## Annexure – A

### **MANDATORY DOCUMENTS TO BE UPLOADED BY THE BIDDER**

*(Any other documents / details to be uploaded as mentioned anywhere in the tender document shall also be uploaded by the bidder)*

1. Bidders shall download the excel file “Enclosure1” from the bidders’ mstcecommerce portal.
2. Bidders shall fill all the details, which are true to best of the bidder’s knowledge, in the worksheets viz.
  - i. Worksheet1: “Basic Details” wherein the Basic details of the bidder shall be provided.
  - ii. Worksheet2: “Work” wherein the details of similar works during the past five years ended March 31, 2020 as proof of the bidders’ previous experience. Scanned copies of supporting documents viz. Work Orders, Client Certificates, etc. are to be uploaded to substantiate their experience.
  - iii. Worksheet2: “Qualify” wherein details of the qualifying works, i.e. any one of the following to substantiate the bidder’s eligibility: -
    - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or
    - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or
    - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.Scanned copies of supporting documents viz. Work Orders, Client Certificates, etc. are to be uploaded to substantiate the details with respect to the qualifying works.
  - iv. Worksheet3: “Bank” wherein the Bank Account details of the bidders shall be provided.
  - v. Worksheet4: “EMD” wherein the EMD Payment details shall be provided.
3. Bidders shall upload the filled document, in excel file format itself, under ‘Upload Documents’ menu in mstcecommerce portal, while submitting the e-tender.
4. The bidder shall be barred to participate further, if any such information is found untrue or false and shall be debarred from the tender in process or from the awarded contract



**Annexure – B**

**FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK**  
**(Scanned Copy of the Original to be uploaded by the bidder along with the Tender)**

This is to certify that to the best of our knowledge and information M/s. /Shri / Smt \_\_\_\_\_ having marginally noted address, a customer of our bank, are/is respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature and Seal)

For the Bank

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

Note:

1. Bankers' certificate should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Annexure – C**

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF COMPANY  
/ FIRM / AGENCY FOR GUEST HOUSE MANAGEMENT AND  
HOUSEKEEPING (INCLUDING CATERING)**

Name and address of the Client: -

Details of Service (s) availed from M/s \_\_\_\_\_

<b>Sl. No.</b>	<b>Particulars</b>	<b>Comments</b>
1	Nature of Work and Location	
2	Contract / Agreement No. and date	
3	<b>Contract / Agreement Amount</b>	
4	Date of Commencement of Work	
5	Date of Completion of Work	
6	Total Number of staff provided a) Cook b) Supervisor c) Helper / Attendant / Housekeeper	
7	Comments regarding adherence of terms and conditions of contract	
8	Any penalty imposed for non-adherence of terms and conditions of contract	
9	Any other information	
10	<b>Overall Performance of the Contractor (Please tick any one)</b>	<b>Outstanding / Very Good / Good / Satisfactory / Poor</b>

**Signature and Seal of the Authorised Official**

Contact Number (mandatory field):

Contact Email Address (mandatory field):

Place:

Date:

**Annexure - D**

**PROFORMA OF PERFORMANCE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

(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,  
Thiruvananthapuram  
Bakery Junction- Kerala 695033**

Madam / Dear Sir,

**CONTRACT FOR MANAGEMENT AND HOUSEKEEPING (INCLUDING CATERING)  
OF THE RESERVE BANK'S VISITING OFFICERS' FLATS (VOF), TRANSIT HOLIDAY  
HOMES (THH) AND MEDICAL FLATS (MF) AT THIRUVANANTHAPURAM**

WHEREAS

The Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033 having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Guarantee for a total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not

performed his obligations under the said conditions of the contract or has committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the 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 ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for

a further period as may be indicated by them on the same terms and conditions as contained herein.

- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation:

Contact No:

Email Address:

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

Contact No:

(NB: This 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).

**Annexure – E**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
(On Non-Judicial Stamp Paper of appropriate value)

Place:

Date:

**The Regional Director  
Reserve Bank of India,  
Thiruvananthapuram  
Bakery Junction- Kerala 695033**

Madam / Dear Sir,

**E-TENDER FOR MANAGEMENT AND HOUSEKEEPING (INCLUDING CATERING)  
OF THE RESERVE BANK'S VISITING OFFICERS' FLATS (VOF), TRANSIT HOLIDAY  
HOMES (THH) AND MEDICAL FLATS (MF) AT THIRUVANANTHAPURAM  
E-Tender No: RBI/Thiruvananthapuram/HRMD/36/20-21/ET/425**

WHEREAS

The Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the "RBI") has invited tenders for the captioned work (hereinafter called "tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as "the Tenderer/Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer has not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said

Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .

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

d) This guarantee shall remain in force upto \_\_\_\_\_ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

(NB: This 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).



## Annexure – F

### DRAFT ARTICLES OF AGREEMENT

*(The Bank reserves the right to amend the articles based on the tender conditions)*

भारतीय रिज़र्व बैंक, बेकरी जंक्शन, तिरुवनंतपुरम - 695033, जिसका केंद्रीय कार्यालय मुंबई स्थित है (जो कि आगे से 'नियोजक' कहा जाएगा) को एक पक्ष में रखते हुए तथा मैसर्स \_\_\_\_\_ (जो कि आगे से 'ठेकेदार' कहा जाएगा) को अन्य पक्ष में रखते हुए यह करार के लेख आज दिनांक \_\_\_\_\_ को निष्पादित किया जाता है।

Articles of agreement made on \_\_\_\_\_ between Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033 having its Central Office at Mumbai (hereinafter called the 'Employer') on the one part and \_\_\_\_\_ (hereinafter called the 'Contractor') on the other part.

जबकि ठेकेदार ने बैंक का कार्यदिश में निर्धारित शर्तों एवं निबंधनों के अनुसार \_\_\_\_\_ की मासिक लागत पर दिनांक \_\_\_\_\_ से \_\_\_\_\_ तक एक वर्ष के लिए ई-टेंडर \_\_\_\_\_ के अनुसार तिरुवनंतपुरम में रिज़र्व बैंक के विजिटिंग ऑफिसर्स फ्लैट्स (VOF), ट्रांजिट हॉलिडे होम्स (THH) और मेडिकल फ्लैट्स (MF) के प्रबंधन और हाउसकीपिंग (खानपान सहित) के लिए वार्षिक रखरखाव अनुबंध उपलब्ध करने पर ठेकेदार ने सहमति व्यक्त की है।

Whereas the contractor has agreed to provide Annual Maintenance Contract for management and housekeeping (including catering) of the Reserve Bank's Visiting Officers' Flats (VOF), Transit Holiday Homes (THH) and Medical Flats (MF) at Thiruvananthapuram as per the e-tender \_\_\_\_\_ at a monthly cost of \_\_\_\_\_ for a period of one year from \_\_\_\_\_ to \_\_\_\_\_ as per the terms and conditions stipulated in the work order issued.

ठेकेदार इस करार संबंधी संविदात्मक कर्तव्यों को निभाते हुए, कार्य के दौरान प्राप्त तथा अपने संज्ञान में आए नियोजक संबंधी कोई सूचना, सामग्री तथा उनकी आधारभूत संरचना / सिस्टम्स / उपकरण इत्यादि विवरण प्रत्यक्ष अथवा परोक्ष रूप से किसी तीसरी पार्टी को नहीं देगा, और ऐसी जानकारी हमेशा के लिए सख्त रूप से गोपनीय रखेगा। ठेकेदार संविदा संबंधी विवरणों को करार के अधीन अपना संविदात्मक कर्तव्य निभाने के लिए आवश्यक पढ़ने पर तथा लागू कानूनों के अनुपालन को छोड़कर बाकी संदर्भों में निजी एवं गोपनीय रखेगा। ठेकेदार नियोजक की लिखित पूर्व-सहमति के बिना कार्य संबंधी विवरण किसी भी कारोबार अथवा तकनीकी पेपर या अन्य कहीं भी न प्रकाशित करेगा, न प्रकाशित करने की अनुमति देगा और खुलासा नहीं करेगा। किसी प्रकार की गोपनीय सूचना के खुलासे के कारण नियोजक को होने वाली हानि के लिए ठेकेदार द्वारा नियोजक को क्षतिपूर्ति की जाएगी। उक्त का अनुपालन न करने की स्थिति में ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा तथा नियोजक अपने नुकसान का दावा करते हुए आगे कानूनी उपाय प्रारंभ करने के लिए पात्र होगा। ठेकेदार, अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय जानकारी के प्रकटीकरण के दायित्व पूरी तरह से संतुष्ट हैं। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति से बचेंगे।

The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment etc. which may come to his possession or

knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor will indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer will be entitled to claim damages and pursue legal remedies. The Contractor will take all appropriate actions with respect to the employees of the Contractor to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

कार्यस्थल पर महिलाओं के यौन उत्पीड़न (निवारण, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए केवल ठेकेदार / एजेंसी जिम्मेदार होगी। बैंक परिसर के भीतर ठेकेदार के कर्मचारियों के खिलाफ यौन उत्पीड़न की शिकायत होने के मामले में, शिकायत ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के पास दर्ज की जाएगी और शिकायत के संबंध में ठेकेदार/एजेंसी उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी।

- (a) बैंक के किसी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न की शिकायत प्राप्त होने पर उसे बैंक द्वारा गठित क्षेत्रीय शिकायत समिति के संज्ञान में लायी जाएगी।
- (b) यदि किसी मामले में ठेकेदार का कोई कर्मचारी शामिल है जिसमें मौद्रिक मुआवज़ा देना आवश्यक है तो इसके लिए जिम्मेदार होगा, उदाहरण के लिए यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित होने पर उसे बैंक के कर्मचारी को मैट्रिक मुआवज़ा अदा करना पड़ेगा।
- (c) ठेकेदार, अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों पर शिक्षित करने के लिए जिम्मेदार होगा।
- (d) ठेकेदार, बैंक परिसर में तैनात किए गए अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची प्रदान करेगा।

The contractor/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 employees within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

- (a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

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

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

एतद्वारा नीचे दिए के अनुसार सहमति दी गई है:-

- a. इस करार की वैधता अवधि \_\_\_\_\_ से \_\_\_\_\_ तक माना जाता है।
- b. इस करार से उत्पन्न विवाद, यदि कुछ हो, को निपटान करने का अधिकार केवल तिरुवनंतपुरम शहर स्थित अदालतों के पास होगा।

It is hereby agreed as follows: -

- a. The agreement shall have deemed to be valid from \_\_\_\_\_ to \_\_\_\_\_
- b. Only courts in Thiruvananthapuram City shall have jurisdiction to determine the disputes, if any, arising out of this Agreement.

द्वारा हस्ताक्षरित और वितरित:  
Signed and delivered by:

भारतीय रिज़र्व बैंक  
Reserve Bank of India

द्वारा by

ठेकेदार  
Contractor

द्वारा by

**In the presence of following witnesses, with name and full address:**

1. .... 1..... (हस्ताक्षर signature)

.....  
.....

2. .... 2..... (हस्ताक्षर signature)

.....  
.....

(आरबीआई - नियोजक के लिए  
For the Employer- RBI)

(ठेकेदार के लिए For the Contractor)