



भारतीय रिज़र्व बैंक
संपदा विभाग
शिमला

भारतीय रिज़र्व बैंक, शिमला के कार्यालय परिसर में मानवशक्ति (ड्राइवर) की सेवाएं प्रदान करने के लिए निविदा

भारतीय रिज़र्व बैंक, शिमला के कार्यालय परिसर में मानवशक्ति (ड्राइवर) की सेवाएं प्रदान करने के लिए मुहरबंद आवेदन आमंत्रित करता है। कार्यों की अनुमानित लागत ₹2.75 लाख तक है।

इच्छुक आपूर्तिकर्ता/ठेकेदार 'निविदाएं' लिंक के अंतर्गत बैंक की वेबसाइट 'www.rbi.org.in' से आवेदन पत्र डाउनलोड कर सकते हैं या सहायक महाप्रबंधक, भारतीय रिज़र्व बैंक, संपदा विभाग, मैन मार्केट, कसूमपती शिमला 171009 से 13 जून 2025 से 04 जुलाई 2025 तक किसी भी कार्य दिवस पर 1100 बजे से 1600 बजे तक आवेदन पत्र प्राप्त कर सकते हैं।

आवेदकों को भरे हुए आवेदन पत्र को आवश्यक दस्तावेजों के साथ "भारतीय रिज़र्व बैंक, शिमला के कार्यालय परिसर में मानवशक्ति (ड्राइवर) की सेवाएं प्रदान करने के लिए निविदा" लिख कर सीलबंद लिफाफे में क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, मैन मार्केट, कसूमपती शिमला 171009 को 04 जुलाई 2025 को 1800 बजे या उससे पहले जमा करना होगा।

बैंक बिना कोई कारण बताए किसी भी या सभी आवेदनों को अस्वीकार करने का अधिकार सुरक्षित रखता है।

शिमला

13 जून 2025

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
शिमला



भारतीय रिज़र्व बैंक / Reserve Bank Of India
सम्पदा विभाग / Estate Department
शिमला / Shimla

**भारतीय रिज़र्व बैंक, शिमला के कार्यालय परिसर में मानवशक्ति (ड्राइवर) की सेवाएं प्रदान करने के
लिए निविदा**

**Tender for Providing Service of Manpower (Driver) at the Office Premises of Reserve
Bank of India, Shimla**

TENDER NOTICE

Reserve Bank of India, Shimla invites tenders through Sealed Quotations for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla. The estimated cost of the work for nine months is ₹2.75 lakh.

1. The tenderers can participate in the tender only through Physical Mode.
2. Tender documents can be downloaded from the website https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx from June 13, 2025. The tender in form of Sealed Quotation can be submitted at Reserve Bank of India, Estate Department, Third Floor, Main Market, Kasumpti, Shimla 171009 from June 13, 2025 to July 04, 2025. The tender will be opened on July 07, 2025 at 11:00 AM.
3. The Bank reserves the right to reject any or all the tenderers without assigning any reason thereof.

Regional Director
Reserve Bank of India
Shimla



भारतीय रिज़र्व बैंक / Reserve Bank Of India
सम्पदा विभाग / Estate Department
शिमला / Shimla

भारतीय रिज़र्व बैंक, शिमला के कार्यालय परिसर में मानवशक्ति (ड्राइवर) की सेवाएं प्रदान करने के लिए निविदा

Tender for Providing Service of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

Name of Tenderer:

Postal Address with Pin code:

Phone /Fax / Mobile

No.: E-mail Address:

Start Date and Time of Submission of Bids	June 13, 2025 onwards
Due Date of Submission:	18:00 Hrs. on July 04, 2025
Date and Time of opening of tender:	11:00 Hrs. on July 07, 2025
Venue:	Conference Room, 4th floor, Reserve Bank of India, Shimla

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Tender for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

DISCLAIMER

Reserve Bank of India, Estate Department, Shimla (hereafter called “the Bank”), has prepared this document to give background information on the contract to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believes it to be in order, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by the Bank in submitting the tender. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. In the case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

The Bank reserves the right not to proceed with the contract or to change the configuration of the contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be made to persons or entities expressing interest

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SECTION I

SCHEDULE OF TENDER (SOT)

निविदा का नाम / Tender name	Tender for Providing Service of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla
निविदा का अनुमानित मूल्य (कर सहित) / Estimated value of tender (including Taxes)	Rs.2,75,000 (Rupees Two lakhs Seventy Five Thousand only).
निविदा का तरीका / Mode of Tender	Physical Tender (Two Part Tender)
वह तिथि और समय जिससे एनआईटी (पूर्ण निविदा दस्तावेजों के साथ) पार्टियों को आरबीआई वेबसाइट से डाउनलोड करने के लिए उपलब्ध होगी / Date & time from which NIT (along with complete tender documents) will be available to the parties to download from RBI Website	On June 13, 2025, from 11:00 Hrs.
बोली-पूर्व बैठक की तिथि और स्थान (ऑफ़लाइन) / Date and venue of the Pre-Bid Meeting (offline)	On June 19, 2025 at 11:00 Hrs. Venue: Reserve Bank of India, Fourth Floor, Main Market, Kasumpti, Shimla 171009
बयाना राशि जमा (ईएमडी) / Earnest Money Deposit (EMD)	<p>₹5,500/- (Rupees Five Thousand Five Hundred Only) in the form of NEFT/Demand Draft to be submitted in person at Reserve Bank of India, Estate Department, Third Floor, Main Market, Kasumpti, Shimla 171009</p> <p>NEFT Account details:</p> <p>A/C No-186003001, Reserve Bank of India, IFSC Code - RBIS0SMPA01 (0=Zero), Branch Name – Shimla. The</p>

Tender for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

	details of NEFT transaction have to be provided to estateshimla@rbi.org.in
ईएमडी जमा करने की अंतिम तिथि / Last date for submission of EMD	before 18:00 Hrs. on July 04, 2025
बोली जमा करने की अंतिम तिथि / Last date for submission of Bid	before 18:00 Hrs. on July 04, 2025.
बोली खोलने की तिथि और समय / Date & time of opening of Bid	On July 07, 2025 at 11:00 Hrs.

SECTION II

बोलीदाताओं के लिए सामान्य निर्देश / GENERAL INSTRUCTIONS TO BIDDERS

A. General	
1. Scope of Tender	<p>1.1 The Bank Invites Quotations from the eligible reputed agencies for providing manpower (driver) at the office premises of RBI, Shimla. The estimated value of contract for the contract period is Rs.2,75,000 (Rupees Two lakhs Seventy Five Thousand only) including GST.</p> <p>1.2 The Bank reserves the right to increase/ decrease the number of driver.</p>
2. Prohibited Practices	<p>2.1 The Bank requires that bidder / tenderer, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank</p> <p>a. defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p>

	<p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>b. Bank will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>c. Bank may declare a tenderer ineligible, either indefinitely or for a stated period, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p>
3. Eligible Tenderers/ Eligibility Criteria	<p>The Bidder / tenderer participating in the bidding process should have been registered as a company/firm/proprietor with the statutory body concerned. In the case of a company, the Certificate of Incorporation, Certificate of Commencement of Business, Memorandum and Article of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In the case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in the case of Proprietorship concern, the particulars of the individual(s) involved therein along with the name(s) and address(es), etc. ,are required to be submitted. During the duration of contract, the bidder / tenderer shall maintain the registrations/licenses valid by renewing, where applicable. Bidders 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 bid.</p> <p>The basic minimum requirements to qualify to participate in the tender are as follows:</p>

3.1 **Experience**

Should have minimum 5 years of experience of executing similar work providing manpower (driver) in up to the last day of the month (i.e. May 31, 2025). The bidder / tenderer should furnish their client list showing the details of work carried out by them during the last five years. The bidder / tenderer should submit documentary evidence in support of minimum experience of 5 years.

3.2 **Location of the Office**

The bidder / tenderer must have office/sub-office in Shimla. The full address along with the details of a contact person of the office/sub- office in Shimla should be provided.

3.3 **ESIC, EPFO Registration**

The Bidder / tenderer must be registered with ESIC and EPFO.

3.4 **Annual Turnover**

The bidder / tenderer should have a minimum annual turnover of amount equal to ₹2.75 Lakh (Rupees Two Lakh Seventy Five Thousand only), from supply of drivers business, during the last 3 financial years i.e., up to March 31, 2025. The document regarding this needs to be certified by a chartered accountant

3.5 **Minimum years of each completed work**

40% of estimated cost or more during the last three financial years ending 31 March if completion period of the proposed work is more than 2 years.

or

50% of estimated cost or more during the last three financial years ending 31st March if the completion period for the proposed work

	<p>is more than 1 year and upto 2 years.</p> <p style="text-align: center;">or</p> <p>80% of estimated cost or more during the last three financial years ending 31 March if the completion period for the proposed work is upto 1 year.</p> <p>Client reports for satisfactory completion/performance are to be submitted as per towards establishing minimum eligibility. Labour Licenses obtained for clients (whose performance certificates have been submitted towards establishing minimum eligibility) need to be compulsorily submitted.</p> <p>3.6 <u>Solvency</u></p> <p>The bidder / tenderer shall furnish solvency certificate issued by the Bidder / tenderer's banker, specifically for the purpose of Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla, for an amount equal or more than Rs.2,75,000 (Rupees Two lakhs Seventy Five Thousand only)</p> <p>3.7 <u>Banker Details and Banker's Financial Credibility Certificate</u></p> <p>Written information about the names and address of the Bankers with full details like names, present contact / postal addresses, e-mail IDs, telephone (landline and mobile) nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.</p> <p>The Bidder / tenderer should furnish the above-mentioned certificate issued by the applicant's banker, specifically for the work, for an amount equivalent to annual value of the work</p>
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	estimated to be Rs.2,75,000 (Rupees Two lakhs Seventy Five Thousand only).
B. Contents of Tender Document	
4. Clarification of Tender Document, Pre-Bid Meeting	<p>The bidder / tenderer shall seek clarifications or raise queries, if any, either telephonically or via email at estateshimla@rbi.org.in, prior to the submission of the tender.</p> <p>The pre-bid meeting shall be conducted on June 19, 2025 at 11:00 AM at Conference Room, 4th floor, Reserve Bank of India, Shimla</p>
5. Amendment of Tender Document	<p>5.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / Corrigendum only on RBI website (www.rbi.org.in) website.</p> <p>5.2 Any amendments / corrigendum issued shall be a part of this document.</p> <p>5.3 To give prospective tenderers reasonable time to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
C. Preparation of Tenders	
6. Cost of Tendering	The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
7. Documents Comprising the Tender	<p>The Tender shall comprise the following documents:</p> <ul style="list-style-type: none"> • Tender Notice • Earnest Money Deposit (EMD) • Security Deposit (after award of contract by the successful tenderers). • Contract Agreement (after award of contract by the successful tenderers).
8. EMD as Tender	8.1 Tenderers need to submit necessary EMD to be eligible to submit

Security	<p>bid for the tender. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded.</p> <p>8.2 Tenders without EMD will not be considered for further participation in bidding process and hence, will not be accepted under any circumstances. MSME tenderers are exempted from depositing EMD.</p> <p>8.3 EMD shall be forfeited, if the bidder withdraws his bid during the period of tender validity or fails to execute the contract on award of work.</p> <p>8.4 Intending tenderer has to deposit a sum of ₹5,500/- (Rupees Five Thousand Five Hundred Only) as EMD with the Reserve Bank of India, Shimla 171009 on or before 18:00 Hrs. on July 04, 2025 by NEFT to following A/c:</p> <p style="text-align: center;">Beneficiary Name: Reserve Bank of India, Shimla Beneficiary Ac No: 186003001 IFSC: RBIS0SMPA01 (5th and 10th digits are Zeroes)</p>
9. Period of validity of Tenders	<p>9.1 The validity of tender along with the prices shall be 90 days from the last date of the submission of tender.</p> <p>9.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may extend the period of validity of their Tenders.</p> <p>9.3 The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.</p>
D. Submission and Opening of Tenders	
10. Deadline for Submission of Tenders	<p>10.1 Sealed Quotations must be sent not later than the date and time indicated in this document, in a separate envelope (Technical Bid in One Envelope and Financial Bid in another envelope).</p> <p>10.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
11. One Bid per Bidder	<p>Each bidder shall submit only one tender either by himself or as a partner in joint venture. If a bidder or if any of the partners in a joint</p>

	venture participate in more than one bid, the bids are liable to be rejected.
12. Late Tenders	No Tender after the deadline shall be accepted.
13. Tender Opening	<p>11.1 The Bank shall notify by email to the successful bidders on their valid email address.</p> <p>11.2 The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.</p> <p>11.3 Conditional bids will also be summarily rejected.</p>
E. Examination of Tenders	
14. Confidentiality	Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.
15. Clarification of Tenders	<p>To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p>If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>
F. Tender Evaluation and Comparison	
16. Evaluation of Tenders	The tenders shall be evaluated on the basis of documents submitted by the vendors as per the Checklist provided vis-à-vis the conditions mentioned in the Tender document.
17. Qualification of the Tenderer	The Bank shall determine, to its satisfaction, whether the selected

	tenderer meets the qualifying criteria.
18. Bank's Right to Accept Any Tender, or to Reject Any or All Tenders	<p>The Bank reserves the right to accept or reject any tender, or to annul the Tendering process or to reject all Tenders at any time prior to award of contract, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out-rightly.</p> <p>The Bank is not bound to accept the lowest tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</p>
G. Award of Contract	
19. Award Criteria	<p>17.1 The tenderer who qualifies in the evaluation process as mentioned in the tender document shall be awarded the tender.</p> <p>17.2 The Bank reserves the right to reject L1 tenderer and offer the award of contract to next eligible tenderer(s) subject to fulfilling of conditions mentioned above.</p> <p>17.3 In case two tenderers quote same rates, the firm having higher annual turnover for the period 2024-25 (as per CA Certificate) will be treated as L-1.</p>
20. Notification of Award	<p>20.1 The award of contract will be notified to the selected tenderer through written communication.</p> <p>20.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work on the date as specified by the Bank.</p>
21. Signing of Contract	The successful tenderer shall execute an agreement with the Bank on Non- Judicial stamp paper of value as applicable within 15 days of award of work. The stamp duty shall be borne and paid by the tenderer. However, the issue of intimation of award of work by the

	Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period mentioned in Work order and extendable up to two more years subject to annual review of the performance of the bidder / tenderer(s) by the Bank and mutual consent.
22. Validity of Contract	The contract will be valid for a period of 09 months renewable for a maximum period of 2 years (renewal for a period of one year at a time) based on agreed terms and condition and satisfactory services.
23. Performance Security	<p>21.1 The successful tenderer shall furnish along with the contract the Security Deposit of Rs.36,667.00 (Rupees Thirty Six Thousand Six Hundred and Sixty Seven Only).</p> <p>21.2 This Security Deposit amount has been calculated for 12 months of tender value. In the case of extension of contract for one more year, the Security Deposit amount will be increased in proportion to the changes in minimum wages / other statutory payments etc., if any and the bidder / tenderer has to resubmit the Security Deposit for the enhanced amount.</p> <p>21.3 Failure of the successful tenderer to submit the Security Deposit of Rs.36,667.00 (Rupees Thirty Six Thousand Six Hundred and Sixty Seven Only) or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p>

SECTION III

Evaluation/ Selection Criteria

1 First, Part-I (Technical bid) will be evaluated. Tenderers shall furnish information for Technical Evaluation as per Standard format annexures. Supporting documents for the various items indicated in the checklist should be submitted for technical evaluation.

2 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, if and when obtained directly from the bankers, existing clients if required, and the findings from site visit, if undertaken; to arrive at a decision regarding qualification in Technical Evaluation.

3 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tender, the Bank may, at its discretion, ask any bidder for any clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted.

4 If a bidder does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.

5 The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to a bidder as per financial/price bid evaluation.

6 The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

SECTION IV
GENERAL AND SPECIFIC CONDITIONS OF CONTRACT

Details of Requirement of driver: -

Place of Deployment	Number of Drivers Required
RBI, Main Office Building, Main Market, Kasumpti Shimla 171009	One Driver

- (i) The drivers will be coming for work 06 days a week with duty hours of 8 hours, but the timings and place of duty may be changed as per Bank requirement.
- (ii) The drivers may be deployed for out station duties also in neighboring states, if required.

Scope of Works and Services

Broad Scope of Work: The Bidder / tenderer is advised to visit the site before quoting their rates to assess the quantum of work. The scope of work shall include the following:

1. The Bidder/Tenderer is required to provide the services of Driver strictly on 'Monthly Contract Basis' for an initial period as per Work order. Thereafter it can be extended for two years on the same terms and conditions, one year at a time, subject to satisfactory performance. The renewal of Annual contract amount on yearly basis will be based on revised guidelines issued by central government on minimum wage time to time.
2. Part-I of the tender shall contain the Bank's tender document along with annexures and be sealed in one cover, super scribing "Part – I Tender for Providing Service of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla'. Part-II of tender shall contain no conditions but only tenderers price bid and be sealed in a separate cover, super scribing "Part-II Tender for Providing Service of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla". Both these sealed covers shall further be sealed in another

Tender for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

envelope addressed by name to The Regional Director, Reserve Bank of India, Estate Department, Shimla and the same shall be dropped in the Quotation Box placed at Estate Department not later than 18:00 hours on July 04, 2025

3. The service of driver is required for **08 hours daily. The duty hour of driver will start from the actual time of reporting for duty intimated to him by authorised official of Bank and will end from the actual time of relieving from duty and will vary on day to day basis as per requirement of the Bank.** However, if need be, the driver can be called for duty at any hour and can be used beyond the daily limit of 08 hours and on Holidays/Saturday/Sundays, for which “Per Hour Rate” as Overtime Charges will be reimbursed to the Bidder/Tenderer also comprising of the food charges at fixed rate of Rs.120/hour. The driver has to report at the place of duty at any location intimated to him as per need by the Bank’s authorised officer. **The location of reporting for duty may vary on day-to-day basis as per requirement of the Bank. Driver may be required to report from duty to another place during duty hours.**
4. The overtime will be paid as per actual hours of duty performed by the driver.
5. The Bidder/Tenderer is required to make payment of Minimum Wages, Statutory Payments like EPF, ESI etc., Overtime, if payable, and other payments as per the Tender Document to the Driver by the 5th day of every month and to Statutory Authorities in time by themselves. Please note that reimbursements will be made to the Bidder/Tenderer, only if the bills are accompanied by documentary proof of all these payments to driver and other statutory authorities along with other documents mentioned in the Tender Document **treating it as a mandatory requirement.**
6. The Bidder/Tenderer shall make all payments including minimum wages to the driver deputed every month along with Pay Slips to Individual Drivers through E-transaction and submit copy of Pay Slips along with the monthly bills to the Bank. The wages will not be paid for leave/absence of driver if alternate driver is not provided by the Bidder/Tenderer.

7. The person/driver deployed, engaged by the Bidder/Tenderer is employee of the Bidder/Tenderer and deputed to the Bank only for the purpose of providing services. The person/driver deployed shall be in sole employment of the Bidder/Tenderer and Bidder/Tenderer shall be solely and fully responsible for their acts, salaries, wages, remunerations and/or any other statutory or other payments. Under no circumstances, the Bank shall be liable for any payment or claim or compensation and in case any liability falls on the Bank for any reason, the Bidder/Tenderer shall keep the Bank indemnified against the same. In order to give effect to this, **the Bidder/Tenderer shall incorporate suitable clause in the appointment letters to be issued to its employees that they are employees of Bidder/Tenderer, a copy of which should be given to the Bank for perusal and record.**
8. Bank shall have the right to deduct from the money/amount due to the Bidder/Tenderer, any sum required or estimated to be required, for making good the loss suffered by a driver deputed, by reason of non-fulfillment of the conditions of the contract of the benefit of the drivers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the contract or non-observance of the Regulations.
9. The “Managerial / Administrative Cost” quoted by the Bidder/Tenderer in their “Financial Bid” are being paid to Bidder/Tenderer as profit margin for providing the services of driver including alternate driver on monthly contract basis.
10. The Bidder/Tenderer is **required to deposit statutory payments like EPF and ESI with the concerned authorities through separate Challan for Bank giving names of persons deputed for our Bank treating it as a mandatory requirement.** Please note the reimbursement of these expenses will be made only on submission of separate challan for the persons deputed in Bank.
11. The Bidder/Tenderer, on award of the contract, is required to submit list of drivers deputed by them along with details like age, father's name, residential address etc. The Police Verification Report in respect of each driver is required to be arranged, obtained and submitted to Bank by the Bidder/Tenderer at his

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own cost.

12. It is mandatory for the Bidder/Tenderer to:-

- (a) Deposit ESI and EPF Contribution in respect of drivers deputed for Bank through a separate Challan for Bank every month and submit a copy of the same duly certified, stamped and signed by authorised signatory as proof of payment to statutory authorities along with complete details of contribution deposited in respect of each driver on their letter head duly stamped and signed by authorised signatory.
- (b) Pay the total amount of Monthly Wages, Overtime and other charges mentioned in the Tender Document to the drivers deputed for Bank through “E transaction” and/or through “Account Payee Cheque” only **treating it as a mandatory requirement**. Payment of wages, Overtime and other charges to the drivers in Cash will not be acceptable.
- (c) **Arrange/Apply for “On Line” Police Verification** in respect of each driver deputed for Bank on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each driver before deputing him to Bank treating it as a Mandatory requirement as it involves handing-over of a “Government of India” Four- wheeler to the driver, some of which are having passes for entry in high security areas, deputed for performance of the duty of a driver. Please note that online application for Police Verification is to be made by Bidder/Tenderer himself/themselves giving declaration that the driver in question is his/their own employee. Police Verification applied by the individual driver will not be accepted.
- (d) Provide alternate driver, whenever the regular out-sourced driver deputed by them is not reporting for duty and/or on leave treating it as Mandatory Requirement.

13. The Driver provided by the Bidder/Tenderer can be deputed for Outstation Duty also, whenever required but in exceptional circumstances only.

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14. The Successful Bidder/Tenderer, on award of the Contract, is/are required to deposit an amount of Rs.36,667.00 (Rupees Thirty Six Thousand Six Hundred and Sixty Seven Only) as Security Deposit with the Bank. This deposit will remain with the Bank during the currency of the contract and no interest shall be paid on this amount.
15. The Bidder/Tenderer is required to take Workmen Compensation Insurance Policy having adequate Sum Insured for Driver deputed to cover any payment under W. C. Act or any other Act and ensure that it will remain in force during the currency of the Contract. Copy of the Insurance Policy for Driver is required to be submitted to the Bank.
16. The Driver should have a valid Driving License for driving four wheeler including for driving in hill stations and difficult terrains. The driver should be physically fit. The Driver should always carry original valid Driving License with him whilst on duty and follow all the traffic rules strictly. **In case any penalty is imposed by Police and Other Authorities for not carrying original valid Driving License by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder/Tenderer.**
17. The drivers should have good eyesight along with no colour blindness. A medical fitness certificate about general fitness for driving along with eyesight check-up fitness certificate for drivers from eye specialist should be deposited to the Bank on half yearly basis.
18. The behaviour of the driver should be soft spoken, polite, cordial, obedient and not convicted in any Civil or Criminal Court/Law Agencies. **The Bidder/Tenderer, on award of contract, shall have to give Undertaking in this regard to Bank.** In case of any misbehaviour, in addition to taking legal action, the Tenderer will be penalized for the same and the decision of the competent authority of the company in this regard shall be final and binding on the Tenderer.
19. The driver, in addition to safe driving of the car, is expected receive / alighten the

occupants in a very respectful manner and would obey the instructions of the occupants.

20. The **driver would necessarily keep mobile phone with connection with him for 24 hours**, and would attend the call.. For purchase / maintenance of mobile instrument and mobile connection, there would not be any reimbursement.
21. The driver would wear well stitched and ironed uniform during duty hours as approved by the Bank and provided by the Bidder/Tenderer treating **it as a mandatory requirement as** Uniform Charges are being paid to the Bidder/Tenderer every month. A penalty of Rs. 25/- per occasion will be imposed, if the driver is found not wearing approved uniform.
22. The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by the Bank on the basis of duties given to him and produce the same to the authorised official of Bank whenever demanded/required for record and other purposes. The calculations of wages and overtime payable will be made on the basis of entry in the Log Book duly signed by the authorised official of Bank.
23. The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition. The cleaning material will be provided by the bank.

PROCEDURE FOR SUBMISSION OF THE BILL ON MONTHLY BASIS FOR REIMBURSEMENT / RELEASE OF PAYMENT TO BIDDER / TENDERER

The Bidder/Tenderer is required to submit their Monthly Contract Bills for reimbursement of wages, Overtime, statutory charges and other charges as mentioned in Tender Document paid by them to drivers and to statutory authorities, Overhead Charges and Service Charges as per rates quoted by them along with the following documents for claiming reimbursement/release of Monthly Contract Charges treating **it as a mandatory requirement:-**

- (a) Statement of Computation of Total Contract Charges payable for the month.

- (b) Statement of Computation of Wages, Overtime and other charges payable to the driver for the month.
- (c) Photo-copy of Challan for deposition of ESI contribution in respect of each driver through a separate Challan for Bank in respect of drivers deputed for Bank every month duly certified, stamped and signed by authorised signatory along with complete details of contribution deposited in respect of each driver on their letter head duly stamped and signed by authorised signatory.
- (d) Photo-copy of Challan for deposition of EPF contribution in respect of each driver through a separate Challan for Bank in respect of drivers deputed for Bank every month duly certified, stamped and signed by authorised signatory along with complete details of contribution deposited in respect of each driver on their letter head duly stamped and signed by authorised signatory.
- (e) Photo-copy of proof of payment of Monthly Wages, Overtime and other charges mentioned in the Tender Document to the drivers through “E-transaction” and/or through “Account Payee Cheque” only duly certified, stamped and signed by authorised signatory.
- (f) Computation Sheet for calculation of overtime hours in respect of each driver, based on entry in Log Book of Staff Car duly verified by senior executive.

The Bidder/Tenderer is required to make payment of wages, overtime and other charges to the drivers and statutory charges to statutory authorities in time from his own sources (on account of payment of Overhead Charges to them) and then claim reimbursement from the Bank on Monthly Basis along with the above-noted documents. **It is informed/clarified that submission of all documents listed above along with bill for the month is a mandatory requirement, failing which the payment will not be released.**

SECTION V
TERMS AND CONDITIONS OF THE CONTRACT

1. The Tenders are invited through sealed quotations. The Bidder/Tenderer is required to clearly indicate on these sealed envelopes their name, address and contact details.
2. The duration of the Contract will be for a initial period of nine months from the date of commencement of services after award of contract on the rates quoted by Bidder/Tenderer in the Financial Bid with a provision to extend the contract for a further period of two years on the same terms and conditions on providing satisfactory and efficient services.
3. The Tenderer/Bidder has to submit Earnest Money Deposit of Rs. 5,500/- through NEFT / DEMAND DRAFT.
4. The Earnest Money shall be forfeited if
 - (a) The Bidder/Tenderer withdraws his Tender during the Validity Period of Tender
 - (b) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the tender Document during the currency of the contract.
 - (c) The Successful Bidder/Tenderer fails to comply with the rules and regulations set forth by government such as PF, ESI, wages and other statutory requirements.
5. Earnest Money Deposit of unsuccessful Tenderer/Bidders will be refunded within 30 days from the date of opening of tenders except of the qualified bidder.
6. The Bidder/Tenderer, on award of the contract to provide drivers on monthly contract basis, is required to deposit as amount of Rs.36,667.00 (Rupees Thirty Six Thousand Six Hundred and Sixty Seven Only) as Security Deposit with the bank. This deposit will remain with the Bank during the currency of the Contract and no

interest will be paid on this amount.

7. All the copies of the documents mentioned in the Eligibility Criteria, Annexures and other necessary documents are required to be attached with the “quotations” these documents will help in evaluating the Technical Bid of the Tenderer.
8. The tender received in any manner other than as prescribed in the Tender Document shall be rejected.
9. At any stage, it is found that the documents, certificates, bills and documents pertaining to mandatory proof of payment of wages, statutory payments and other payments submitted by the Bidder/Tenderer are forged or have been manipulated, the work order issued to the Bidder/Tenderer shall be cancelled and the Security Deposit of the Bidder/Tenderer lying with the Bank shall be forfeited without any claim whatsoever on the Bank and the Bidder/Tenderer is liable for action as deemed fit by the Bank.
10. All amendments/information with respect to this Tender will be uploaded on the Bank's website. All Bidders/Tenderers are, therefore, advised to visit the website regularly for updates.
11. All over-writings/corrections should be duly signed by the Tenderer/Bidder.
12. Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.
13. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
14. The Bank may, at its discretion, extend the deadline for submission of Tenders/Bids in which case all rights and obligations of the Bank and the Tenderer/Bidder will be the same. The information thereof will be available on the Website and Notice thereof will not be published in any newspaper.

15. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.

16. The Contract with the Bidder/Tenderer can be cancelled by Bank by giving one (01) month's notice in writing without assigning any reason, whatsoever.

17. Bank reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.

18. Prevention of Sexual Harassment of Women at Work place.

The bidder / tenderer shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In the 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 bidder / tenderer and the bidder / tenderer shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the bidder / tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The bidder / tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the bidder / tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the bidder / tenderer is proved. The bidder / tenderer shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

19. The bidder / tenderer shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, Shimla indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the noncompliance of the aforesaid statutory provisions. The bidder / tenderer failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank of India, Shimla

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shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the bidder / tenderer's monthly Payment and Security Deposit, if any.

20. The bidder / tenderer shall abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986, shall not deploy any person in violation of the provisions of the said act.

21. The bidder / tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, Employees State Insurance Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees Liability Act, 1938, Employment of Children Act 1938, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Maternity Benefit Act 1961 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Bidder / tenderer shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.

22. Working penalty:

Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Bidder / tenderer is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Bidder / tenderer is given 07 (seven) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that, such withheld amount shall not earn any interest.

Deductions from Payment: The Bank may deduct from the Bidder / tenderer's Bill, amounts on account of claims of penalty as per the mentioned Service Level Agreement (SLA), costs or claims, losses, damages, defective services carried out by the Bidder / tenderer, etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Bidder / tenderer. In case the Bidder / tenderer

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fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Bidder / tenderer's Bill, and this right is in addition to any other right available to the Bank under this Agreement

23. Period of contract: The contract, if awarded shall be initially valid for a period as mentioned in the work order. The contract will be for a period of 09 months. The bank may extend the contract for a further period of upto 2 years (renewal for a period of one year at a time) based on agreed terms and condition and satisfactory services. The bidder / tenderer shall be at liberty to terminate the agreement by giving three (03) clear calendar months' notice in writing.

24. Risk Clause: Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the Bidder / tenderer in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the RBI about the failure on the part of the Bidder / tenderer shall be final and binding on the Bidder / tenderer. This termination can be done at a notice of 10 working days. In the event of any failure on the part of the Bidder / tenderer, RBI shall have the right, without any prejudice, to get the work done through any other alternate Bidder / tenderer at the risk and cost of the Bidder / tenderer. The additional cost, loss, if any incurred by RBI would be recovered from the Bidder / tenderer.

25. ARBITRATION

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work, Terms & Conditions, herein before mentioned and as to the quality of service or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Regional Director, Shimla or to the sole arbitration of some other person appointed by the Regional Director, Shimla willing to act as such arbitrator.

The case referred to arbitration shall be other than those for which the decision of the Bank is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed an employee of RBI is and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Regional Director, Shimla as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to be payable to the Bidder / tenderer shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. In the case of any unresolved dispute between the Bidder / tenderer and RBI it shall fall in the jurisdiction of the courts in Shimla.

26. **Non-Disclosure:** The bidder / tenderer and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the bidder / tenderer and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the bidder / tenderer and its staff shall apply during the term of agreement and indefinitely after the term of agreement. The bidder / tenderer and its staff shall also not disclose directly or indirectly any information of Annexures and details of the Bank's infrastructure / systems/ equipment, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. It 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. It shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. It shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to claim damages and pursue legal remedies.

27. **Jurisdiction of court.** This agreement is subject to jurisdiction of the Shimla District Court / Shimla High Court, Shimla.

28. **Force Majeure conditions (applicable during the currency of the contract period):** Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or

due to cause beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the statutes, fire or floods.

Letter of Undertaking duly signed to be given on tenderer's letter head

क्षेत्रीय निदेशक / The Regional Director
भारतीय रिजर्व बैंक / Reserve Bank of India
मैन मार्केट / Main Market
कसुम्पटी / Kasumpti
शिमला / Shimla – 171009

महोदय / Dear Sir

भारतीय रिजर्व बैंक, शिमला के कार्यालय परिसर में जनशक्ति (डाइवर) की सेवा प्रदान करने के लिए निविदा

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उपरोक्त के प्रत्युत्तर में तथा भारतीय रिजर्व बैंक, शिमला द्वारा निर्धारित शर्तों से पूर्ण सहमति में:
In response to the above and in full agreement with the conditions as stipulated by Reserve Bank of India, Shimla:

1. मैं/हम प्रमाणित करते हैं कि इस बोली पर हस्ताक्षर करने से पूर्व, मैंने/हमने निविदा दस्तावेज में निर्धारित निविदा की सभी शर्तों व नियमों को सामान्य रूप से पढ़ लिया है तथा पूरी तरह से समझ लिया है, विशेष रूप से निविदा की अनुसूची, निविदा के संबंध में अनुदेश, बोलीदाताओं को सामान्य अनुदेश, मूल्यांकन मानदंड, चालक की आवश्यकता, कार्य का दायरा, अनुबंध की शर्तें व नियम, दण्ड खंड, तथा उनका पालन करने के लिए सहमत हैं।

I/ We certify that before signing this bid, I/ We have read and fully understood all the terms and conditions of the tender laid down in tender document in general and specifically the schedule of tender, instruction regarding tendering, general instructions to bidders, Evaluation criteria requirement of driver, scope of works, terms and conditions of the contract, the penalty clause and agree to abide by them.

2. मैंने/हमने बैंक द्वारा अपनाई जाने वाली मूल्यांकन प्रक्रिया तथा निविदा दस्तावेज में उल्लिखित शर्तों

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को समझ लिया है।

I/We have understood the evaluation process to be followed by the Bank and the conditions mentioned in the tender document.

3. मैं/हम यह भी समझते हैं कि क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, शिमला को बिना कोई कारण बताए मेरी/हमारी निविदा बोली को स्वीकार या अस्वीकार करने का अधिकार है तथा उनका निर्णय मुझे/हमें बाध्यकारी होगा।

I / We also understand that the Regional Director, Reserve Bank of India, Shimla has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.

4. मैं/हम समझते हैं कि न्यूनतम मजदूरी का भुगतान समय-समय पर केन्द्र सरकार/अन्य संबंधित प्राधिकरणों द्वारा निर्धारित शर्तों व नियमों के अनुसार किया जाना आवश्यक होगा। इसके अलावा, मैं/हम यह भी समझते हैं कि ईपीएफ/ईएसआई/बोनस/ग्रेच्युटी, रिलीविंग चार्ज-जब लागू हो, वर्दी इत्यादि जैसे सभी वैधानिक भुगतान भी मुझे/हमें विभिन्न कानूनों के तहत निर्धारित अनुसार भुगतान करने की आवश्यकता है। मैं/हम सेवा करने में लागू विभिन्न अधिनियमों में समय-समय पर निर्दिष्ट सभी वैधानिक और अनिवार्य आवश्यकताओं का पालन करेंगे।

I/ We understand that the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government/ other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, Relieving charges- when applicable, uniform, etc., also need to be paid as prescribed under various statutes, by me / us. I/We will abide by all the statutory and obligatory requirements specified from time to time in various acts applicable in undertaking the service.

5. मैं/हम काम करने के लिए कर्मचारी भविष्य निधि/कर्मचारी राज्य बीमा, जीएसटी, श्रम विभाग आदि के संबंध में संबंधित सरकारी प्राधिकरणों के साथ वैधानिक पंजीकरण आवश्यकताओं को पूरा करते हैं और इस संबंध में प्रस्तुत/अपलोड किए गए सभी दस्तावेज वास्तविक और वैध हैं।

I / We fulfil the statutory registration requirements with corresponding government
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authorities in respect of Employees Provident fund/ Employees State Insurance, GST, Labour Department, etc., to undertake the work and all the documents submitted/uploaded in this behalf are genuine and valid.

6. मैंने/हमने ड्राइवर की तैनाती के स्थान का दौरा किया है और आवश्यकताओं से पूरी तरह अवगत हैं। यदि हमारी बोली स्वीकार की जाती है, तो मैं/हम बैंक की अन्य सभी शर्तों को पूरा करते हुए बैंक द्वारा निर्दिष्ट तिथि से ड्राइवर को तैनात करने के लिए सहमत हैं।

I/We have visited the place of deployment of the driver and made ourselves fully aware of the requirements. If our bid is accepted, I/ We agree to deploy the driver from the date specified by the Bank while fulfilling all the other conditions of the Bank.

7. ₹5,500/- (पांच हजार पांच सौ रुपए मात्र) की बयाना राशि एनईएफटी/नेट बैंकिंग द्वारा खाता संख्या 186003001, आईएफएससी RBIS0SMPA01 में जमा कर दी गई है।

The Earnest Money Deposit (EMD) of ₹5,500/- (Rupees Five Thousand Five Hundred Only) by NEFT/Net banking to A/c No. 186003001, IFSC RBIS0SMPA01 has been deposited by us.

8. अनुबंध मिलने पर, मैं/हम 36,667.00 रुपए (छत्तीस हजार छह सौ सड़सठ रुपए मात्र) की सुरक्षा जमा राशि जमा करेंगे, जो निविदा दस्तावेज में उल्लिखित पूरी अवधि के लिए वैध होगी।

On receiving the award of contract, I/We will furnish a Security Deposit of Rs.36,667.00 (Rupees Thirty Six Thousand Six Hundred and Sixty Seven Only) which shall be valid for the entire period as mentioned in the tender document.

9. मैं/हम यह भी समझते हैं कि यदि मैं/हम निर्दिष्ट समय के भीतर अनुबंध निष्पादित करने में विफल रहते हैं या नियमों और शर्तों का मेरे/हमारे द्वारा उल्लंघन किया जाता है, तो सुरक्षा जमा राशि जब्त कर ली जाएगी।

I/ We also understand that the security deposit will be invoked in the event of failure on my/ our part to execute the agreement within the specified time or in the

case of breach attributable to me/ us of the terms and conditions.

भवदीय,

अधिकृत हस्ताक्षरकर्ता (नाम/पदनाम और मुहर के साथ)

दिनांक:

Annexure II

Details of Bankers (To be given on Tenderer's letter head)

Sl. No.	Particulars	Banker
1	Account No. and Type of Account	
2	Name of the Bank, Branch, IFS Code and its complete postal address	
3	Name and Job-title of the Contract Person along with his/her Telephone No(s) and Fax No.(s), etc.	
4	Whether Credit Facility/Overdraft facility enjoyed by the bidder / tenderer.	
5	The period from which the bidder / tenderer has been banking with the Banker.	
6	Any other information which the vendor may like to furnish about its Bankers	

Date:

Authorized Signatory (With Name/Designation & Seal)

Basic Information of the Tendering Company/Firm**(To be given on Tenderer's letter head)**

Sl. No.	Particulars of company/bidder / tenderer/firm	Details to be filled by the company/bidder / tenderer/firm
1	Name of the company/bidder / tenderer/firm	
2	Registration (firm/ company), Registration Authority, Date, Number, etc	
3	Type of Company whether, Proprietorship, Partnership, etc., (copy of Memorandum and Articles of Association and Partnership Deed in the case of companies and firms respectively, Power of Attorney, etc.,)	
4	Name and address of the Proprietor/ Partners/ Directors of the Company	
5	Registered office address and telephone number & email address	
6	Local Office address, telephone number & email address (Office address through which the work will be handled)	
7	PAN Number	
8	GST registration number	
9	EPFO registration number	
10	ESIC registration number	
11	Labour registration number	

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12	Total staff deployed / available on the role of the organization manpower as per EPF / ESI challan paid in May 2025 / April 2025	
13	Indicate if involved in any litigation, including the disposed cases, during last 3 years	
14	Any disputes / suits pending with clients and/or any statutory authorities and details of the stage of proceedings	
15	Time required to place the service, if engaged. (should be <= 15 days)	

Date:

Authorized Signatory (With Name/Designation & Seal)

Annexure IV

CLIENT'S CERTIFICATE REGARDING JOB PERFORMANCE OF THE BIDDER / TENDERER

क्षेत्रीय निदेशक / The Regional Director

भारतीय रिजर्व बैंक / Reserve Bank of India

मैन मार्केट / Main Market

or To Whomsoever it may concern

कसुम्पटी / Kasumpti

शिमला / Shimla – 171009

S.No.	Particulars	Comments
1	Name and address of the bidder / tenderer providing driver	
2	Place (s) where service is/was availed	
3	Period of agreement and renewals, if any	
4	Maximum number of personnel deployed at any	
5	point of time during the contract	
6	Value of service (Total/year wise)	
7	Comments regarding adherence of terms and	Satisfactory/Unsatisfactory
8	Overall performance Satisfactory/Unsatisfactory	Satisfactory/Unsatisfactory
9	Any other information	

Date:

Yours Faithfully,

Signature of client with seal

Full address of the Client

Annexure V

Turnover and Experience Certificate

S.No.	Year	Total number of employees	Turnover (in Rs.)	Total number of personnel	Total turnover of the company (in Rs.)	Net Profit (in Rs.)	Remarks
1	2022-23						Upload IT return and CA certificate regarding total turnover and net profit for all the 3 years
2	2023-24						
3	2024-25						

Value of each completed work experience of having successfully completed similar works during last 05 years

S.No.	Period of Work	Name, address & Telephone number of the client (Govt. / Semi-Govt/ bank/others)	Value of Work (in Rs.)	Remarks
				Upload separate client certificate (s) for each work

Date:

Authorized Signatory (With Name/Designation & Seal)

Annexure VI

UTR Transaction details for EMD

S.N.	Requirements	Details
1	Name of the vendor	
2	Name of the Bank	
3	Account No	
4	IFSC	
5	UTR details	
6	Date of Payment	

Name & Signature of Tenderer

Contact/ Mob. No.

Date: _____

Place: _____

FINANCIAL CREDIBILITY CERTIFICATE FROM THE BANKER

(On the Scheduled Bank's Letter Head)

क्षेत्रीय निदेशक / The Regional Director
भारतीय रिजर्व बैंक / Reserve Bank of India
मैन मार्केट / Main Market
कसुम्पटी / Kasumpti
शिमला / Shimla – 171009

We certify that M/s(name and address of the applicant) is/are maintaining a Savings Bank Account/Current Account (strike off whichever is not applicable) No. with us since The said account is satisfactorily operated by (name of the applicant). Their financial position for business operations in providing manpower for various services is good and they are capable of doing a turnover of Rs.2,75,000 (Rupees Two lakhs Fifty Six Thousand Five Hundred only) in providing manpower for various services.

This certificate is issued without any guarantee or responsibility on the bank or any of its offices.

For the bank with Name, Designation & Seal

Checklist for the Documents to be submitted

Sl. No.	Checklist	Standard formats, if any
1.	Earnest Money Deposit (NEFT of ₹5,500/- (Rupees Five Thousand Five Hundred Only) (send copy of deposit slip/NEFT proof, etc.).	(As per Annexure VI)
2.	Basic Information of the participating bidder / tenderer	(As per Annexure III)
3.	Address/contacts/email of registered office	
4.	Address/contacts/email of local office / nearest office (Labour Reg.)	
5.	Name (s) and address (es) of the proprietor/ partner/ director of the company	
6.	Power of Attorney/authorisation with the seal of the company/firm in the name of the persons signing the tender documents.	
7.	Self-attested copy of the PAN card issued by the Income Tax Department	
8.	Self-attested copy of Income-Tax Returns (acknowledgements only) for last 3 FY i.e. FY 2022-23, FY 2023-24 and FY 2024-25	
9.	Self-attested copy of GST registration.	

10.	Self-attested copy of EPFO Registration	
11.	Self-attested copy of ESIC registration	
12.	Labour Registration from statutory authorities	
13.	Letter of undertaking to Regional Director, RBI, Shimla containing acceptance of conditions of the tender	(As per Annexure I)
14.	Audited Balance sheet (Asset Liability Statement and P&L Statement only) for FY 2022-23, FY 2023-24 and FY 2024-25	
15.	CA certified turnover and net profit certificate for containing figures for FY 2022-23, FY 2023-24 and FY 2024-25	(As per Annexure V)
16.	Details of previous experience of similar Works	
17.	Performance Certificate/ Work order/ Agreement towards establishing 03 years of work experience	
18.	Performance certificates from clients for establishing minimum eligibility	(As per Annexure IV)
19.	EPF/ESI role (only front page indicating number of driver) as per the EPF/ESI paid challan in May 2025 or April 2025	
20.	Banker details	(As per Annexure II)

21.	Financial Credibility certificate issued by the tenderer's banker specifically for this work for an amount equivalent to the estimated cost of Rs. 2,75,000/- indicating financial soundness of the tenderer	(As per Annexure VII)
22.	Any other information the tenderer wishes to furnish	

I/We hereby declare that I/We have read and understood all the above instructions and submitted the documents stated above. I/We have also submitted the documents mentioned in the corrigendum (if issued)

Date:
Seal)

Authorized Signatory (With Name/Designation &

करार का प्रारूप / Form Of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक (जिसे इसके बाद "बैंक" कहा गया है) और दूसरी ओर _____
(जिसे इसके बाद ठेकेदार कहा गया है) के बीच _____ को किया गया है।

ARTICLES OF AGREEMENT made the _____ day
of

_____ between the Reserve Bank of India, having its Office at Shimla
(hereinafter called "the Bank") of the one part and _____ (hereinafter
called "the Bidder / tenderer") on the other part.

चूंकि बैंक भारतीय रिज़र्व बैंक, शिमला के कार्यालय परिसर में "मैनपावर (ड्राइवर) की सेवा" की इच्छुक है और उसने किए जाने वाले कार्य का वर्णन करने वाले विनिर्देश जारी किए हैं। और चूंकि उक्त विनिर्देश और कार्य के दायरे पर पक्षों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Bank is desirous of "Service of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla" and has caused specifications describing the work to be done. AND WHEREAS the said specifications and the scope of work have been signed by or on behalf of the parties hereto.

और चूंकि ठेकेदार ने विषयगत कार्य को यहां निर्धारित शर्तों के अनुसार तथा विशेष शर्तों में निर्धारित शर्तों के अनुसार और दोनों पक्षों द्वारा संशोधित तथा अंतिम रूप से स्वीकृत अनुबंध के कार्य के दायरे और शर्तों के अनुसार निष्पादित करने पर सहमति व्यक्त की है (जिनमें से सभी को सामूहिक रूप से इसके पश्चात "उक्त शर्तों" के रूप में संदर्भित किया गया है) उक्त विनिर्देशों में वर्णित कार्यों को तथा उसमें निर्धारित संबंधित दरों पर कार्य के दायरे में शामिल कार्यों को निष्पादित करने पर सहमति व्यक्त की है, जो उसमें निर्धारित राशि के बराबर होगी या ऐसी अन्य राशि होगी जो उसके अधीन देय होगी (जिसे इसके पश्चात "उक्त अनुबंध राशि" के रूप में संदर्भित किया गया है)।

AND WHEREAS the Bidder / tenderer has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the scope of work and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specifications and included in the scope of work at the respective rates therein set forth, amounting to the sum as therein arrived at or such

other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS -

2.1 निविदा दस्तावेज की शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त अनुबंध राशि के प्रतिफल में, ठेकेदार उक्त शर्तों के अधीन रहते हुए, उक्त विनिर्देशों और कार्य के दायरे में दर्शाए गए कार्य को निष्पादित और पूरा करेगा।

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions of Tender document, the Bidder / tenderer shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the Scope of work.

2.2 नियोक्ता ठेकेदार को उक्त अनुबंध राशि या ऐसी अन्य राशि का भुगतान करेगा जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।

The Employer shall pay the Bidder / tenderer the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.3 उक्त शर्तों और उसके परिशिष्ट को इस समझौते का हिस्सा माना जाएगा और इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, उनके अधीन होंगे और अपनी ओर से उक्त शर्तों के अनुसार समझौतों का पालन करेंगे।

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

2.3 इसमें उल्लिखित विनिर्देश, समझौता और दस्तावेज इस अनुबंध का आधार बनेंगे।

The specifications, agreement and documents mentioned herein shall form the basis of this Contract.

2.4 यह अनुबंध सभी कर्मचारियों को न्यूनतम वेतन सुनिश्चित करने वाला माना जाता है।

This Contract is deemed to be ensuring minimum wages to all staff.

2.5 बैंक अनुबंध की अवधि के दौरान किसी भी समय कर्मचारियों की आवश्यकता को बदलने का अधिकार सुरक्षित रखता है, बिना इस अनुबंध के प्रति पूर्वाग्रह के।

The Bank reserves to itself the right of changing the requirement of staff any time during the currency of Contract, without prejudice to this Contract.

Tender for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

2.6 समय को इस अनुबंध का सार माना जाएगा और ठेकेदार उक्त शर्तों में दिए गए अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के दिन से काम शुरू करने के लिए सहमत है।

Time shall be considered as the essence of this Contract and the Bidder / tenderer hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions.

2.7 इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, शिमला में किए जाएंगे। इस समझौते से उत्पन्न या किसी भी तरह से जुड़े सभी विवादों को शिमला में उत्पन्न माना जाएगा और केवल शिमला की अदालतों को ही इसे निर्धारित करने का अधिकार होगा।

All payments by the Bank under this Contract will be made only at Reserve Bank of India, Shimla. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Shimla and only courts in Shimla shall have jurisdiction to determine the same.

2.8 निविदा की सामान्य शर्तों/कार्य के दायरे में उल्लिखित नियमों और शर्तों को इस समझौते का अभिन्न अंग माना जाएगा।

That the terms and conditions as mentioned in the General Conditions/Scope of Work of the Tender shall be treated as part and parcel of this agreement.

2.9 ठेकेदार "कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगा। बैंक के परिसर में अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, ठेकेदार द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगा। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी द्वारा यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। ठेकेदार अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

The Bidder / tenderer 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 Bidder / tenderer and the Bidder / tenderer shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of

Tender for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

the bidder / tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The bidder / tenderer shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues.

2.10 ठेकेदार बैंक के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की कोई भी जानकारी, सामग्री और विवरण, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों का निर्वहन करने के दौरान ठेकेदार के कब्जे या ज्ञान में आ सकते हैं, किसी तीसरे पक्ष को प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकट नहीं करेगा और हर समय उन्हें सबसे सख्त गोपनीयता में रखेगा। ठेकेदार अनुबंध के विवरण को निजी और गोपनीय रखेगा, सिवाय इसके कि इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा तक। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्यत्र कार्यों के किसी भी विवरण को प्रकाशित नहीं करेगा, प्रकाशित करने की अनुमति नहीं देगा या प्रकट नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन न करने को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता क्षतिपूर्ति का दावा करने और कानूनी उपायों का पालन करने का हकदार होगा। ठेकेदार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से पूरे हों। किसी भी कारण से इस समझौते की समाप्ति या समाप्ति के बाद भी गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व बने रहेंगे।

The Bidder / tenderer shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Bidder / tenderer during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder / tenderer shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder / tenderer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder / tenderer 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 Bidder / tenderer and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder / tenderer shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder / tenderer's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

2.11 बैंक को निविदा में निर्धारित शर्तों को पूरा न करने पर ठेकेदार पर जुर्माना लगाने का अधिकार होगा।

The Bank shall have a right to impose penalty on the Bidder / tenderer for non-fulfillment of the conditions as prescribed in the tender.

2.11 इस अनुबंध के कई हिस्सों को ठेकेदार ने पढ़ लिया है और ठेकेदार ने उन्हें पूरी तरह से समझ लिया है।

That the several parts of this Contract have been read by the Bidder / tenderer and fully understood by the Bidder / tenderer.

If the Bidder / tenderer is a partnership or an individual	IN WITNESS WHEREOF the Bank and the Bidder / tenderer have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Bidder / tenderer is a company	IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the Bidder / tenderer has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve
Bank of India by the hand of Shri

(First Party)

(Name and Designation)

In presence of
(1)

Address

(2)

Address

Witness

(Second Party)

SIGNED AND DELIVERED in the presence
of
(1)

Address

(2)

Address

Witness

FINANCIAL BID (PART-II)

Reserve Bank of India
Estate Department
Shimla

To

क्षेत्रीय निदेशक / The Regional Director
भारतीय रिजर्व बैंक / Reserve Bank of India
मैन मार्केट / Main Market
कसुम्पटी / Kasumpti
शिमला / Shimla – 171009

Financial Bid for Tender for Providing Service of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

Dear Sir,

I/We have carefully read your tender on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates as under:

Name and address of the Bidder / tenderer/Firm: _____

S.No	Particular	Number of person Required	Daily Wages per head (as on April 2025) as per minimum wages act	Per Person wages (for 26 days) (in Rs.)	Total Amount in Rs.
A	Driver (Skilled)	One (01)	760	19760	19760
B	Total Labour Cost				19760
C	EPF Contribution @12.5%	of ₹15000.00 for one skilled employee	(subject to maximum ceiling of ₹15000.00 salary per month or any other amount specified by EPFO from time to time)	1875	
D	EDLI contribution @ 0.5%			75	
E	ESI Contribution @ 3.25%	Of B	Not applicable if salary exceeds Rs. 21000.00 or any other amount specified by ESIC from time to time)	642.20	
F	*Bonus (If applicable)		(Not applicable if salary exceeds Rs	1646	

Tender for Providing Services of Manpower (Driver) at the Office Premises of Reserve Bank of India, Shimla

	@8.33%		21000.00 or any other amount updated by Bonus Act from time to time)	
G	Total Wages Component per Month (B+C+D+E+F)			23980.20
H	Managerial / Administrative Cost rate per month @ ____ % of G			
I	Total Cost Per Month (G+H)			
J	Salary Estimate of Nine (09) Months (I*9)			
K	GST on J			
L	Total Cost for Nine Months (J+K)			

This cost include all aspects on account of deployment of drivers.

Date Place Authorized Signatory (With name & Seal)

Signature of the Bidder :

Date :

Name and Address of the Bidder :

Place :

Telephone No. :

E-mail Address :

Mobile No: