

#### भाग-l

## भारतीय रिज़र्व बैंक देहरादून

भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून में व्यापक सफाई, रखरखाव और हाउसकीपिंग सेवाओं के लिए सीमित निविदा आरबीआई/देहरादून/संपदा/1/2023-24/ईटी/189



## भारतीय रिज़र्व बैंक संपदा विभाग देहरादून

#### अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, देहरादून ने इच्छुक पार्टियों को संविदा की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज तैयार किया है। जबिक भारतीय रिज़र्व बैंक ने यहां निहित जानकारी को तैयारी करने में उचित सावधानी बरती है और उसका यह विश्वास है कि यह सही है लेकिन फिर भी न तो भारतीय रिज़र्व बैंक और न ही इसका कोई प्राधिकरण या एजेंसी या उसके संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता इस दस्तावेज़ में निहित जानकारी या इसके संबंध में उपलब्ध करवाई जाने वाली किसी जानकारी की पूर्णता या सटीकता के बारे में कोई वारंटी नहीं देते हैं।

यह जानकारी विस्तृत नहीं है। इच्छुक पार्टियों के लिए यह आवश्यक है कि वे स्वयं पूछताछ करें और उन्हें लिखित रूप में इस आशय की पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे निविदा जमा करने में केवल आरबीआई द्वारा प्रदान की गई जानकारी पर निर्भर नहीं रहे हैं। सूचना इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या उसके किसी भी प्राधिकरण या एजेंसी या उसके किसी भी संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता के लिए गैर-बाध्यकारी है।

भारतीय रिज़र्व बैंक संविदा का आगे नहीं बढ़ाने या संविदा के विन्यास को बदलने, इस दस्तावेज़ में परिलक्षित समयसारणी को बदलने या लागू की जाने वाली प्रक्रिया या प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। यह रुचि अभिव्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। रूचि अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

### ई-टेंडर के संबंध में महत्वपूर्ण निर्देश

यह भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून की ई-टेंडरिंग है। ई-निविदा सेवा प्रदाता/ठेकेदार/ वेंडर एमएसटीसी लिमिटेड है।

आपसे अनुरोध है कि अपनी ऑनलाइन निविदा जमा करने से पहले निविदा आमंत्रित करने की सूचना और बाद में शुद्धिपत्र, यदि कोई हो, को पढ़ें और समझें।

#### ई-निविदा की प्रक्रिया:

पंजीकरणः एमएसटीसी ई- प्रोक्यूरमेंट पोर्टल में वेंडर का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही वेंडर अपनी बोली इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी बोली और साथ ही वाणिज्यिक बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। सेवा प्रदाता/ठेकेदार/वेंडर के पास श्रेणी ।।। साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए वेंडरों को अपनी तरफ से इंटरनेट सुविधा युक्त कंप्यूटर की व्यवस्था करनी होगी। ऐसी व्यवस्था उपलब्ध कराने के लिए एमएसटीसी उत्तरदाई नहीं है। (बिना डिजिटल हस्ताक्षर के बोलियां रिकार्ड नहीं की जाएंगी।)

विशेष नोटः तकनीकी बोली और वाणिज्यिक बोली को <u>www.mstcecommerce.com/eprochome/rbi</u> में ही प्रस्तुत करें।

- 1) वेंडरों को निम्न पर अपना पंजीकरण कराना आवश्यक है। <u>www.mstcecommerce.com</u>→ e-Procurement →PSU/Govtdepts→ Select RBI Logo>Register as Vendor -- Filling up details and creating own user id and password→ Submit.
- 2) पंजीकरण फार्म भरते समय दिए गए ई-मेल आईडी पर वेंडर को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जिनत मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए वेंडर आरबीआई/एमएसटीसी से संपर्क कर सकते हैं(ई-निविदा के निर्धारित समय से पहले)।

किसी भी स्पष्टीकरण के मामले में, कृपया एमएसटीसी/आरबीआई, देहरादून से संपर्क करें, (ई-निविदा के निर्धारित समय से पहले)।

### संपर्क व्यक्ति (एमएसटीसी लिमिटेड):

एस.	संपर्क व्यक्ति	पदनाम	टेलीफोन/मोबाइल	ईमेल आईडी
नं.			नंबर	
1	श्री उमेश चन्द्र	मुख्य प्रबंधक	9971668889	nroopn1@mstcinida.in
2	श्री सेतु दत्त शर्मा	वरिष्ठ प्रबंधक	011-23213945/	nroopn3@mstcinida.in
			7878055855	
3	श्री मनोज पांडे	उप प्रबंधक	011-23214201/	nroopn8@mstcindia.in
			9727700986	

Ī	4	सुश्री रूपाली पांडे	उप प्रबंधक	022-22886268/	nroopn11@mstcinida.in
				9458704037	

### संपर्क व्यक्ति (भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहराद्न):

एस.	संपर्क व्यक्ति	औहदा	टेलीफोन/मोबाइल	ईमेल आईडी
नं.			नंबर	
1	श्री सोन्सिंह यादव	प्रबंधक, संपदा	0135-2745488/	sgyadav@rbi.org.in
			8141228253	
2	श्री खेमचंद	सहायक प्रबंधक (तकनीकी)	0135-2745488/	khemchand@rbi.org.in
			7619822111	
3	श्री आशीष केशरवानी	सहायक प्रबंधक	0135-2745488/	ashishk@rbi.org.in
			7054988777	

#### सिस्टम आवश्यकताएँ:

- I. Windows XP-SP3 & /Windows 7 ऑपरेटिंग सिस्टम
- IE-7 और उसके बाद के इंटरनेट ब्राउज़र.
- III. हस्ताक्षर प्रकार डिजिटल हस्ताक्षर
- IV. नवीनतम अद्यतन JRE 8 (x86 ऑफ़लाइन) सॉफ्टवेयर डाउनलोड और सिस्टम में स्थापित किया जा सकता है।

हस्ताक्षरकर्ता बॉक्स में दिखाई देने के लिए DSC के लिए "सुरक्षित मोड" को अक्षम करने के लिए, निम्न सेटिंग्स लागू की जा सकती हैं।

- उपकरण => इंटरनेट विकल्प =>सुरक्षा => सुरिक्षित मोड को अक्षम करें यदि सक्षम िकया गया है- यानी,
   "संरिक्षित मोड सक्षम करें" का उल्लेख करते हुए टिक बॉक्स से टिक निकालें। अन्य सेटिंग्स:
- उपकरण => इंटरनेट विकल्प => सामान्य => "ब्राउज़िंग इतिहास / हटाएँ" के तहत सेटिंग्स पर क्लिक करें ब्राउज़िंग इतिहास" => अस्थायी इंटरनेट फ़ाइलें => "हर बार जब मैं वेबपेज पर जाता हूं" सक्रिय करें।

सभी सक्रिय एक्स नियंत्रणों को सक्षम करने के लिए और टूल→ इंटरनेट विकल्प केतहत 'पॉप अप ब्लॉकर का उपयोग करें' को अक्षम करें→

कस्टम स्तर (कृपया पृष्ठ से IE सेटिंग्स एक बार www.mstcecommerce.com चलाएँ)

अधिक जानकारी के लिए वेंडर सेवा प्रदाता / ठेक्दार / वेंडर एमएसटीसी ई-कॉमर्स पर उपलब्ध (mstcecommerce.com)

पर उपलब्ध गाइड और अकसर पूछे जाने वाले प्रश्न का संदर्भ ले सकते हैं।

तकनीकी बोली और मूलय बोली एमएसटीसी ई-कॉमसर (mstcecommerce.com) पर ऑनलाइन जमा करनी होगी।

निविदा में दी गई निर्दिष्ट दिनाक और समय पर निविदाएं इलेक्ट्रॉनिक रूप से खोली जाएंगी।

निविदा में सभी प्रविष्टियां बिना संदिग्धार्थ के ऑनलाइन तकनीकी एवं वाणीज्यिक फोर्मेट में की जानी चाहिए।

### 2. लेन-देन शुल्क संबंधित विशेष नोट

सेवा प्रदाता/संविदाकार/वेंडर लॉगिन में "My Menu" लिंक के तहत दिए गए "Transaction Fee Payment" द्वारा वेंडर लेनदेन शुल्क का भुगतान करेंगे। वेंडर को ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। सेवा प्रदाता/संविदाकार/वेंडर को या तो एनईएफटी अथवा नेट बैिकंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी। एनईएफटी का चयन करने पर सेवा प्रदाता/संविदाकार/वेंडर द्वारा फार्म भरे जाने पर एक चालान जिनत होगा। सेवा प्रदाता/संविदाकार/वेंडर चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पेंमेट चुनने पर सेवा प्रदाता/संविदाकार/वेंडर को अपने डेबिट/क्रेडिट कार्ड/नेट बैिकंग से भुगतान करने के प्रावधान उपलब्ध होगें। एमएसटीएस के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेन-देन शुल्क स्व प्राधिकृत हो जाएंगे और वेंडर को सिस्टम जिनत मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रितिदेय है। वेंडर लेनदेन शुल्क का भुगतान किए बिना ऑनलाइन निविदा एक्सेस नहीं कर पाएगा।

#### ध्यान दें

बोलादाताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेनदेन फीस प्रेषित करें ताकि उन्हें बोली जमा करने के लिए पर्याप्त समय मिल सके।

निविदा प्रदान किए जाने तक निविदा की पूरी प्रक्रिया के दौरान अपलोड की गई निविदाओं /शुद्धिपत्रों के बारे में जानकारी केवल ईमेल दवारा भेजी जाएगी।

इसलिए वेंडरों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। वेंडरों से यह भी अनुरोध है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता स्निश्चित करें।

एनआईटी में उल्लिखित नियत दिनांक और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

#### 3. ई-निविदा में बोली लगाना:

- a. निविदा में ऑनलाइन बोली लगाने के लिए पात्र होने के लिए वेंडरों को आवश्यक लेन-देन फीस जमा करनी है। लेन-देन फीस अप्रतिदेय है।
- b. इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली जमा करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया शामिल है।

- c. वे वेंडर जिन्होंने लेन-देन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट <u>www.mstcecommerce.com</u>

  → e-procurement →PSU/Govtdepts→ Login under RBI→ My menu→ Auction Floor Manager→
  live event →Selection of the live event. के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली जमा
  कर सकते हैं।
- d. वेंडरों के पास रिनंग जावा एप्लिकेशन होना चाहिए। बोली फ्लोर के शुरू होने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्ते / वाणिज्यिक विनिर्देशन भर कर उन्हें सेव करना होगा। इसके बाद वे तकनीकी बोली पर क्लिक करें। यदि यह जावा एप्लीकेशन काम नहीं कर रहा है तो वेंडर अपनी तकनीकी बोली को सेव / प्रस्तुत नहीं कर पाएंगे।
- e. तकनीकी बोली भरने के बाद, वेंडरों को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा। एक बार वाणिज्यिक बोली लिंक एक्टिव हो जाती है और विवरण भर दिया जाता है तो वेंडरों को वाणिज्यिक बोली को रिकार्ड करने के लिए "सेव" पर क्लिक करना होगा। तकनीकी बोली और वाणिज्यिक बोली दोनों को सेव करने के बाद , वेंडरों को बोलियां पंजीकृत करने के लिए "फाइनल सबिमिशन" बटन पर क्लिक करना होगा।
- f. वेंडरों को दस्तावेजों को अपलोड करने के लिए Attach Doc button का उपयोग करने का निर्देश दिया जाता है। एक से अधिक दस्तावेज अपलोड किए जा सकते हैं।
- g. सभी मामलों में वेंडरों को अपनी बोलियां जमा करने के समय डिजिटल हस्ताक्षर के साथ अपने आईडी और पासवर्ड का उपयोग करने के बारे में सूचित किया जाता है।
- h. संपूर्ण ई-निविदा प्रक्रिया के दौरान निविदाकर्ता पूरी तरह से एक दूसरे से और हर किसी के लिए भी अज्ञात रहेंगे।
- i. ई-निविदा फ्लोर पूर्व घोषित दिनांक और समय से और ऊपर वर्णित अविध के लिए खुला रहेगा।
- j. ई-निविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां वेंडर पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उन वेंडर द्वारा दी गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसकी स्वीकृति खरीदार और वेंडर के बीच आपूर्ति के निष्पादन के लिए बाध्यकारी संविदा तैयार करेगी।
- k. सभी बोलियां डिजिटल हस्ताक्षर प्रमाणपत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इसे स्वीकार नहीं किया जाएगा।
- खरीदार के पास बिना कोई कारण बताए निविदा को रद्द या अस्वीकार करने या स्वीकार करने या वापस लेने या निविदा को पूर्ण रूप से या उसके भाग में विस्तार करने का अधिकार सुरक्षित है।
  - m. निविदा दस्तावेज के नियम और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा फ्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पृष्टि करता है।
  - 4. इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा।
  - 5. तकनीकी और वाणिज्यिक निबंधन और शर्तों में किसी प्रकार के विचलन की अन्मित नहीं है।
  - 6. निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली (यों) की प्राप्ति की निर्धारित दिनांक में विस्तार करने का अधिकार है।
  - 7. वेंडरों से अनुरोध किया जाता है कि बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए वेंडर गाइड को पढ़ लें और पृष्ठ <u>www.mstcecommerce.com/eprochome</u> पर वीडियो देखें।
  - 8. वेंडरों से अनुरोध है कि वे जीएसटी और सभी लागू करों सहित दरों का उल्लेख करें।

## निविदा की अनुसूची (एसओटी)

A.	ई-निविदा सं.	आरबीआई/देहरादून/संपदा/1/2023-24/ईटी/189
B.	निविदा का प्रकार	ई-निविदा प्रणाली
		(ऑनलाइन भाग 1 - तकनीकी बोली और भाग 2 -
		एमएसटीसी ई-कॉमर्स के माध्यम से मूल्य बोली
		( <u>mstcecommerce.com</u> )
C.	पार्टियों को डाउनलोड करने के लिए	09 नवंबर 2023 (गुरुवार) 12:00 बजे से।
	उपलब्ध एनआईटी की दिनांक	
D.	बोली-पूर्व बैठक	16 नवंबर 2023 (गुरुवार) 12:00 बजे।
E.	बोली-पूर्व बैठक के कार्यवृत्त का प्रकाशन	17 नवंबर 2023 (शुक्रवार)
F.	बोली-पूर्व बैठक का स्थान	भारतीय रिज़र्व बैंक, संपदा विभाग, प्लॉट संख्या, 16-
		17 आईटी पार्क, सहस्त्रधारा रोड, देहरादून 248013
G.	संविदा का अनुमानित मूल्य (4 महीने के	₹26 लाख (रुपये छब्बीस लाख मात्र)
	लिए)	
H.	ऑनलाइन तकनीकी बोली और मूल्य बोली जमा	09 नवंबर, 2023 (गुरुवार) 12:00 बजे से।
	करने के लिए ई-निविदा शुरू होने की तिथि	
	www.mstcecommerce.com/eprochome/r	
	<u>bi</u>	
I.	बयाना धन जमा करने की तिथि	30 नवंबर 2023 (गुरुवार) को 13:00 बजे तक।
		20
J.	तकनीकी-वाणिज्यिक बोली और मूल्य बोली	30 नवंबर 2023 (गुरुवार) को 13:00 बजे तक।
	जमा करने के लिए ऑनलाइन ई-निविदा के	
	समापन की दिनांक	
K.	बोली खोलने की दिनांक और समय	30 नवंबर 2023 (गुरुवार) को 15:00 बजे तक।
	(अर्थात तकनीकी और मूल्य बोली)	J
L		

## विषयवस्तु तालिका

### भाग 1 - निविदा प्रक्रिया

खंड ।: निविदा आमंत्रित करने की सूचना (एनआईटी)

खंड II: बोलीदाताओं को निर्देश (आईटीबी)

खंड III: निविदा डेटा शीट

अनुभाग IV: मूल्यांकन मानदंड

खंड V: संविदा की वाणिज्यिक नियम और शर्तें

खंड VI: मानक प्रारूप खंड VII: जाँचसूची

भाग - 2 मूल्य बोली

<u>भाग ।</u>				
भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून में व्यापक सफाई, रखरखाव और हाउसकीपिंग सेवाओं के लिए निविदा				



### भारतीय रिज़र्व बैंक, देहरादून

### खंड । - निविदा आमंत्रित करने की सूचना (एनआईटी)

भारतीय रिज़र्व बैंक, देहरादून क्षेत्रीय कार्यालय (इसके बाद "बैंक" कहा गया है), भारतीय रिज़र्व बैंक, प्लॉट नंबर 16 और 17, आईटी पार्क, देहरादून में व्यापक सफाई, रखरखाव और हाउसकीपिंग सेवाओं के लिए निविदा के प्रावधान के लिए दो-बोली प्रणाली (तकनीकी और मूल्य बोली) के तहत ई-निविदाएं आमंत्रित करता है। यह करार कार्य सौंपे जाने की दिनांक से शुरू होकर 31 मार्च 2024 तक की अविध के लिए रखरखाव सेवाओं के लिए होगा और दोनों पक्षों की आपसी सहमित और सेवा प्रदाता/ठेकेदार/वेंडर के संतोषजनक प्रदर्शन के आधार पर दो और अवसरों (एक समय में पूरे या वर्ष के भाग के लिए) तक बढ़ाया जा सकता है।

निविदाकर्ताओं को ई-निविदा के संबंध में अनुदेशों के अनुसार 30 नवंबर 2023 (गुरुवार) को या उससे पहले 13:00 बजे तक सभी प्रकार से पूर्ण सभी सहायक दस्तावेजों के साथ इलेक्ट्रॉनिक रूप से अपना प्रस्ताव प्रस्तुत करना चाहिए। निविदाकर्ता 30 नवंबर 2023 (गुरुवार) को या उससे पहले 13:00 बजे तक ₹52,000/- की वापस की जाने योग्य ईएमडी के साथ निर्धारित प्रारूप के अनुसार सभी प्रकार से पूर्ण बोली निविदा प्रस्ताव प्रस्तुत करेंगे। बोलियां इलेक्ट्रॉनिकली 30 नवंबर 2023 (गुरुवार) को 15:00 बजे खोली जाएगी। ऊपर उल्लिखित किसी भी दिनांक को अवकाश घोषित किए जाने की स्थिति में अगला कार्य दिवस यहां उल्लिखित संबंधित उद्देश्य के लिए प्रभावी हो जाएगा।

निविदा दस्तावेज वेबसाइट www.rbi.org.in और एमएसटीसी ई-कॉमर्स (mstcecommerce.com) से डाउनलोड किया जा सकता है। इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा। निविदाकर्ता को उपर्युक्त वेबसाइट पर किसी भी संशोधन/शुद्धिपत्र/स्पष्टीकरण के लिए नियमित रूप से उपर्युक्त वेबसाइट/ई-पोर्टल की जांच करनी चाहिए। बैंक बिना कोई कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक देहरादून

#### **Section II - Instructions to Bidders**

#### Table of Clauses

#### A. Scope of the Tender

- 1. Scope of Work
- 2. Safety Code
- 3. Prohibited practices
- 4. Eligible Tenderers/Eligibility Criteria
- 5. Earnest Money Deposit
- 6. Renewal of Operational Contract

#### **B.** Contents of Tender Document

- 7. Sections of Tender Document
- 8. Clarification of Tender Document & Pre-Bid Meeting
- 9. Amendment of Tender Document

#### C. Preparation of Tenders

- 10. Cost of Tendering
- 11. Documents Comprising the Tender
- 12. Period of Validity of Tenders

#### D. Submission and Opening of Tenders

- 13. Submission, Sealing and Marking of Tenders
- 14. Deadline for Submission of Tenders
- 15. Late Tenders
- 16. Tender Opening

#### E. Examination of Tenders

- 17. Confidentiality
- 18. Clarification of Tenders

### F. Tender Evaluation and Comparison

- 19. Evaluation of Tenders
- 20. Qualification of the Tenderer
- 21. Bank's Right to Accept Any Tender, and to Reject Any or All tenders

#### **G.** Award of Contract

- 22. Award Criteria
- 23. Notification of Award
- 24. Signing of Contract
- 25. Performance Security

#### Section II: Instruction to Bidders

#### A. Scope of Work

#### 1. Area to be covered

S. No.	Property Particulars	Approximate Area (in sq. mtr.)	Location Included
1	Main Office Building	8500	Office Zones, Conference Rooms, Storerooms, Record Rooms Multipurpose
			Halls, Vaults, Lounge, Cabins, Lifts, Lobbies, staircases, terrace, water tanks etc.
2	Annex Building	6000	Dispensary, Association Room, Staff Canteen, Substation Area, UPS Room, Battery Room, Electric Room, ISS Cabin, Parking area, terrace, water tanks, etc.
3	Open Area	9000	External Roads, Pavement, Drain area/footpath, etc.
4	Green Area	3000	Landscaped Area
Total Area (approx. in sq. mtr.)		ox. in sq. mtr.)	26500

#### 2. General Guidelines -

- i. The responsibilities of the Contractor are to provide clean, hygienic and appealing Bank premises at all the time with the help of 20 manpower (atleast 04 must be female) + 02 supervisors.
- ii. Cleaning and maintenance of the areas / items on specified frequency (please refer Appendix 1) using machine, tools and advance equipment as, specified by the Bank. Maintenance & Upkeep of these tools/machinery shall be the sole responsibility of the contractor.
- iii. The first cleaning should be completed before the commencement of Office hours or as directed by the designated Bank Officials.
- iv. The Job profile includes the below mentioned activities:
  - Cleaning i.e., dusting, sweeping, mopping using tools and advanced equipment such as, Vacuum Cleaner, Rotatory machines, scooters, etc.
  - Sweeping and mopping would automatically include cleaning cobwebs, tiles, staircases and skirting in the said areas.
  - Cleaning will be done using standard quality, organic and eco-friendly cleaning material of reputed brand (please refer Appendix - 2)
  - Keeping the corridor clean at all times even if it requires cleaning repeatedly.
  - Lifting and disposal of wet and dry Garbage separately, daily from

- garbage chambers, workstations etc., and cleaning of Garbage chambers, workstations etc.
- Picking up any kind of litter lying in the Bank premises (including lawn and green area).
- Housekeeping will be done as and when required as per the instructions of the designated Bank Officials.
- Certain areas like Conference rooms, Multipurpose Hall etc. may require to be kept neat & clean and ready for back-to-back meetings during the office hours.
- The contractor will be required to post adequate supervisors to supervise the cleaning works from 07:30 to 18:00 hrs. The Supervisors will be required to report directly to Caretaker/Designated Bank Officials.
- The cleaning of common passages, Lifts, Staircases, Entrances, open spaces inside office premises will be required to be done on regular basis to keep these areas neat and clean all the time during the office hours.
- Removal of Beehives in any part of the office building will be removed by the contractor and the tools and tackles required will be arranged by the contractor.
- Any damage/repair/theft of fittings/fixtures will be brought to the notice of the caretaker/security officer immediately.
- v. The scope of work in terms of area to be cleaned can be increased by 20% as per requirement and for which no extra payment shall be made.
- vi. The contractor will be responsible supervisor to oversee the satisfactory working and coordinate with the Bank/ Designated Bank Officials to carry out its instructions.

### 3. <u>Description of Work: Comprehensive Cleaning of Main Office Building</u>

### A. All Washrooms in Office premises (at least four times a day):

- Daily cleaning of all washrooms and water stations including water dispensers, sink and surrounding area, every two hours or as and when required. This includes, dusting, sweeping, mopping of flooring, dado, all fittings and fixtures, W.C. pans, flush tanks, wash basins, all vitreous fixtures, glass & mirrors, soap dispensers, walls, doors & partitions, all counter tops, windows and ventilators with glass panes/louvers from inside the washroom, removing cobwebs, strains, fungus, etc.,
- Collecting and disposing off wet and dry waste from the garbage bins and cleaning & sanitization of garbage bins and timely replacement of garbage bags or as directed by the Bank officials.

- Air fresheners and Urinal Pads (in Male Washrooms) shall be provided in all washrooms and timely replaced as per the instructions of the Bank officials.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.
- The work also includes, providing display / warning boards like wet floor, cleaning in progress, etc. in the cleaning area while the work is in progress. Washroom Checklist shall be provided and attached on the back of each washroom door. It shall be filled by the on-duty supervisor on daily basis.

## B. <u>Cleaning of all floors including corridors, lifts, lobbies, staircase etc. (at least three times a day):</u>

- Daily cleaning of all corridors, lifts, lobbies, staircases which includes, dusting and mopping of floor, glass doors, signages, windows (from inside), removal of garbage from all dustbins, cobwebs, stains, fungus etc. without damaging the existing finish & form of entire area. Timely replacement of garbage bags or as directed by the designated Bank officials once before the office starts.
- Dusting includes, dusting with wet and dry cloth of all fixtures like wood/glass/doors glass windowpanes, fans, other fittings, and fixtures, etc. as directed by the designated Bank's Officials.
- Aroma diffusers shall be provided in all the Lifts and replaced timely as per the instructions of Protocol and Security cell / the Bank's Officials.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

# C. <u>Cleaning of all floors of Vault and Basement area (at least once times a</u> day):

- Daily cleaning of all floors, corridors, lobbies, staircases which includes, dusting and mopping of floor, glass doors, signages, windows (from inside), removal of garbage from all dustbins, cobwebs, stains, fungus etc. of vault and basement area without damaging the existing finish & form of entire area. Timely replacement of garbage bags or as directed by the designated Bank officials once before the office starts.
- Dusting includes, dusting with wet and dry cloth of all fixtures like wood/glass/doors glass windowpanes, fans, other fittings, and fixtures, etc.

as directed by the designated Bank's Officials.

• Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

## D. <u>Cleaning of all Pantry(s)</u>, <u>Staff Canteen Area and Lounge (at least two times a day)</u>:

- Daily cleaning of all floors of pantries, staff canteen area and lounge in MOB and Annex Building which includes, dusting and mopping of floor, glass doors, signages, windows (from inside), removal of garbage from all dustbins, cobwebs, stains, fungus etc. of vault and basement area without damaging the existing finish & form of entire area. Timely replacement of garbage bags or as directed by the designated Bank officials once before the office starts.
- Dusting includes, dusting with wet and dry cloth of all fixtures like wood/glass/doors glass windowpanes, fans, other fittings, and fixtures, etc. as directed by the designated Bank's Officials.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

## E. <u>Cleaning of road, surrounding pavement, fire lane, foyer area and marble/granite cladding (at least two times a day):</u>

- Cleaning of internal roads and footpath/ pavement area which includes sweeping and of all internal roads and footpaths without damaging the existing finish from entire area on a daily basis, once before the office hours starts.
- The work includes dusting and cleaning of marble/granite cladding and RBI logos installed at the different locations (external & internal). The work also includes mopping of tiles area surrounding the building using rotary machine once a week and as and when required.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

#### F. Cleaning of Parking Area (at least once a day):

• Cleaning of entire parking area including ramps which includes sweeping and mopping of floor area, glass doors, windows, ventilators, glass panes, etc. including removing cobwebs, stains, fungus etc. without damaging the

existing finish from entire area on a daily basis before the office hours starts.

• Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

## G. <u>Cleaning of all open area inside premises other than terraces (at least one time a day):</u>

- Cleaning of entire floors which includes dusting and mopping of open area, glass doors, windows, ventilators, glass panes, etc. including removing cobwebs, stains, fungus etc. without damaging the existing finish from entire area on a daily basis before the office hours starts.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

## H. All floors of Office Zones (including Senior Officers' Cabin(s) & Conference Room(s) of MOB, other areas and Workstations (at least one time a day)

- Cleaning of entire floors (including all office zones, cabins, conference hall, multi-purpose hall, dispensary, banking hall etc.) which includes dusting and mopping of floor, partitions, glasses in partitions, glass doors, workstations, windows, ventilators, glass panes, storage units, in-built cupboards, and storage space, chairs, tables, etc. including removing cobwebs, stains, fungus etc. without damaging the existing finish from entire area once before the office hours starts.
- Dusting includes dusting with wet and dry cloth of all fixtures like doors of wood/glass/glass windowpanes, fans, other fittings and fixtures, etc. as directed by Protocol and Security cell / the Bank's Officials.

## I. <u>Cleaning of Entrance Gate and Staff Entrance Area, Visitor's entry, ISS, Dog Kennel: (at least one time a day)</u>

- Cleaning of Staff Entrance Area including Main Gate area, visitor's entry, Dog Kennel, ISS Cabin etc. which will include wet wiping of main gate, dusting of entrance area, cleaning of glass doors, windows, wet wiping of logos installed in gate and entrance area etc. daily before the start of office hours.
- Cleaning of Gates must be done using standard, organic and eco-friendly cleaning materials which do not damage the existing finish of the fixtures.
- J. <u>Cleaning of IT items like Desktops including mouse, CPU, keyboards, printers etc. (at least one time a day)</u>

- Daily cleaning of all Desktops installed in Workstations, Cabins etc. which
  includes wet cleaning of all desktops, mouse, keyboards, CPUs, printers etc.
  by using only soft, lint-free cloth like microfiber cloth on a daily basis before
  the office hours starts.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

#### K. Cleaning of Glasses of Cabins (at least one time a day):

- Cleaning of all glasses installed in cabins/ half cabins on a daily basis before the office hours starts.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

## L. <u>Deep Cleaning of Glasses/ Windows/ Doors wherever installed (once in a week)</u>

- Cleaning of all glasses/ windows/doors (internal side) wherever installed in office premises on a weekly basis.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

#### M. Cleaning of Terrace (at least one time in a week):

• Cleaning of terrace which will include sweeping and mopping of entire terrace area of the Office Building and collection of garbage on a weekly basis or as and when required.

## N. <u>Cleaning of Sub-station room, electrical room, server rooms and related areas (at least one time in a week):</u>

 Cleaning of sub-station room, electrical room, server rooms and all other related areas which will include dusting, sweeping and mopping of entire area and collection of garbage on a weekly basis or as and when required in consultation with the Designated Bank Officials.

#### O. <u>Cleaning of all Storerooms and Record Rooms (at least one time in a week):</u>

 Cleaning of entire floors of Storerooms and Record Rooms which includes dusting and mopping of entire area, glass doors, windows, ventilators, glass panes, etc. including removing cobwebs, stains, fungus etc. without damaging the existing finish from entire area on a daily basis before the office hours starts.

#### P. Cleaning of Drain Channels (at least one time in a week)

• Cleaning of all internal drain channels with proper tools and equipment required to be done on a weekly basis or as and when required by the Bank/ Designated Bank Officials.

## Q. <u>Cleaning of Areas where storage units are placed (at least one time in a week):</u>

 Cleaning of areas where storage units are placed in office zones, cabins lobbies and other areas which will include dusting, sweeping and mopping of the entire area on a weekly basis or as and when required.

#### R. <u>Deep Cleaning of plumbing shaft area (once in a month):</u>

 Cleaning of plumbing shaft area once in a month in all floors (washrooms) including removal of debris, unused materials and dumping in the yard outside the building.

## S. <u>Cleaning & metal polishing of logos, planters, sign boards, handrails, name plates, queue manager, etc. (once in a quarter)</u>

Brass polishing of planters at various floors, sign boards at all floors, handrail
with metal flooring, handrails at various floors, name plates at all floors, queue
managers with pillars and chain-link with appropriate method of polishing to
remove dirt and give shine as per the instructions of the Protocol and Security
Cell / the Bank's Officials.

#### T. Cleaning of Water Tanks (once in a quarter)

- Cleaning of all water tanks installed in the office building will require to be cleaned every quarter which include external and internal cleaning of water tanks by emptying water tanks after taking permission from designated Bank Officials
- All the tools and tackles required for cleaning of water tanks shall be arranged by the contractor.

#### U. Cleaning of Walls, Glasses, Windows etc. (once in a quarter)

- Cleaning of external walls, removing shrub outgrowth, windows and glasses from external side (at approachable height) is required to be cleaned once in a quarter.
- All the tools, tackles, ladders etc. shall be arranged by the contractor.

#### V. <u>Cleaning of Storm Drains, Sewerage Line, Manhole Chambers etc.</u>

- Cleaning of all storm drains (internal and external), sewerage line, manhole chambers etc. will be required to be cleaned once in a month in Monsoon and once in two months other than monsoon or as required.
- All the tools & tackles, machineries, trucks, etc. required to clean silt, waste materials etc., from storm drains shall be arranged by the contractor at no extra cost and the removed silt and other waste materials from drains shall be disposed as per the norms of the local authorities.
- The permissions to arrange and place heavy machineries, trucks etc. and to dump silt and other waste materials etc., shall be arranged by the contractor.

#### V. <u>Deep cleaning of MOB and Annex Building (Once in a month):</u>

- Deep Cleaning of entire area mentioned in para 1 shall be done once in a month which includes dusting and mopping of floor, partitions, glasses in partitions, glass doors, workstations, windows, ventilators, glass panes, storage units, in-built cupboards, and storage space, etc. including removing cobwebs, stains, fungus etc. without damaging the existing finish from entire area.
- Dusting includes dusting with wet and dry cloth of all fixtures like doors of wood/glass/glass windowpanes, fans, other fittings and fixtures, etc. as directed by Protocol and Security cell / the Bank's Officials.
- The work includes vacuum cleaning of sofas, carpets, chairs and other furniture, cleaning of wall clocks, inside of almirah and drawers, wall-mount fans, signboards, name plates etc., whenever required.
- Cleaning shall be done using good / quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

#### W. <u>Deep Cleaning of Library, Record rooms (once in a quarter):</u>

- Cleaning of library and record rooms which includes mopping of floor, dusting of shelves (inside and outside), books, records, files, etc, all fittings and fixtures, removing cobwebs, fungus, etc.
- The tools to be used maybe good quality dusters, brooms, mops, liquid cleaners, disinfectants etc.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials.
- The work includes for providing display / warning boards like wet floor, cleaning in progress, etc. in the cleaning area while the work is in progress.
- Cleaning shall be done using standard quality, organic and eco-friendly cleaning materials as mentioned at para 5 below.

#### X. Deep Cleaning of plumbing shaft area (once in a month):

 Cleaning of plumbing shaft area once in a month in all floors (washrooms) including removal of debris, unused materials and dumping in the yard outside the building.

### 4. Area of Cleaning with frequency

S. No.	Area of Cleaning	Frequency (minimum)	
1	All Washrooms (Ladies, Gents and Differently abled)	Every two hours and as and when required.	
2	Lobbies and staircases	Thrice a day and as and when required.	
3	Vaults and Basement Area	Once a day and as and when required.	
4	Internal Roads and pathways including footpath area	Twice a day and as and when required.	
5	Whole Parking Area including Ramps	Twice a day and as and when required.	
6	Lounge and Staff Canteen Area	Once a day before 09:00 A.M and as and when required.	
7	Work Station	Once a day before 09:00 A.M. and as and when required.	
8	Chairs and Tables of all office Zones	Once a day before 09:00 A.M. and as and when required.	
9	Open Area inside premises other than terraces	Once a day before 09:00 A.M. and as and when required.	

10	Office Zones Floors including Cabins	Once a day before 09:00 A.M. and as and when required.
11	Staff Entrance area, Visitor's Entry, Dog Kennel, ISS Cabin etc.	Once a day before 09:00 A.M. and as and when required.
12	Desktops and other IT Items (Scree, Mouse, CPU, printers etc.)	Once a day before 09:00 A.M. and as and when required.
13	Glasses of Cabins and Mirrors in Washrooms	Once a day before 09:00 A.M. and as and when required.
14	Glasses of Doors, Windows, Staff Entry and wherever installed etc.	Once in a week and as and when required
15	Terrace	Once in a week and as and when required
16	Sub-station Area, Electrical Room, Server Rooms etc.	Once in a week and as and when required
17	Storerooms and Record Rooms	Once in a week and as and when required
18	Drains (Internal)	Once in a week and as and when required
19	Plumbing Shaft	Once in a month and as and when required
20	RBI Logos, Sign Boards, Planters, Handrails, Name Plates, etc. Polishing (Brass and Metal as required)	Once in a quarter
21	Walls, glasses, windows etc. (external side)	Once in a quarter
22	Water Tank	Once in a six months or as and when required
23	Storm Drains, Sewerage Lines and Manhole Chambers	Once a month in monsoons and twice in a months other than monsoon season or as and when required

## 5. Cleaning Materials

S.No.	Description of item	Specification
1	Broom	Standard Good Quality
2	Dust bin liner (30 blue + 30 Green) per month	Bio-degradeable & eco-friendly material dustbin liners for dry and wet waste
3	Glass cleaning liquid spray	Godrej / ITC / HUL / Wipro etc., make
4	Glass Duster	Microfibre

5	Floor Duster	Microfibre
6	Surface duster cloth	Standard Good Quality
7	Toilet cleaning nylon brush	Standard Good Quality
8	Napthalene balls	Standard Good Quality
9	Toilet Cleaner	Godrej / ITC / HUL / Wipro etc., make
10	Surface Cleaner	Godrej / ITC / HUL / Wipro etc., make
11	Moisture Control Silica Pads or any other	Godrej / ITC / HUL / Wipro etc., make
12	Tissue Paper for toilets	Standard Good Quality
13	Urinal Cakes for Washrooms	Standard Good Quality
14	Automatic Air Diffusor for Washrooms	Godrej / ITC / HUL / Wipro etc., make
15	Air Fresheners for Office areas	Godrej / ITC / HUL / Wipro etc., make
16	Wipers	Standard Good Quality
17	Handwash approx. 20 ltr. per month	Godrej / ITC / HUL / Wipro etc., make
18	Mops	Standard Good Quality
19	Cobweb Broom	Standard Good Quality
20	Other Miscellaneous items	Standard Good Quality

SI. No.	Item / Material	Name of manufacturer / Make	
1.	Cleaning chemicals like Floor Cleaner,	John Diversey Ltd., Unichem India Ltd.,	
	Hard surface Cleaner, Glass cleaner,	Taski Ltd. or any approved equivalent	
	etc.		
2.	Cleaning tools like mops, Squeezing	Kleenol India Ltd., Cleanfix – Schevaran,	
	bucket, floor wipers, cleaning	John Diversey Ltd., Gala or any	
	scrubbers, glass wipers, Glass cloth,	approved equivalent	
	Table duster, Dry Mops etc.		
3.	Cleaning machines like rotary floor	John Diversey Ltd, Eureka Forbes, Taski	
	cleaning machine, etc.	Ltd, Roots Multiclean Ltd., Unger	
		cleaning or any approved equivalent	

<sup>\*</sup>The cleaning materials used shall be ecofriendly and in conformity with the ISO 14001 standards.

#### 2. Safety Code

- A. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
- B. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- C. All basic Safety wearables shall be provided by the contractor to every staff deployed.
- D. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
- E. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- F. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever ismore. All trenches and excavations shall be provided with necessary fencing and lighting.
- G. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
- H. The Contractor shall provide neat and clean uniform to all the staff attending the duty in the Office Premises.

#### 3. Prohibited Practices

- A. The Bank requires that tenderers, suppliers, contractors, 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:
  - a) defines, for the purposes of this provision, the terms set forthbelow as Prohibited Practices:
    - 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.
    - ii. "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party toobtain a financial or other benefit or to avoid anobligation.
    - 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
    - iv. "Collusive practice" means an arrangement between two or more parties designed to achieve an improperpurpose, including influencing improperly the actionsof another party.
  - b) 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.
  - c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.

Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).

#### 4. Eligible Tenderers/Eligibility Criteria

- i. Vendors/ Contractors Empaneled in Trade 13 Housekeeping/ Cleaning works of Office and Residential Buildings in Category: Above ₹ 25 Lakhs up to ₹ 50 Lakhs
- ii. Only those tenderers who qualify as above will be eligible to submit tender for the work.
- iii. A Tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.
- iv. E-Tender's in prescribed form shall be duly filled and submitted in two parts in the e-tendering portal only. The tenders for the above work in two parts i.e., Part-I containing technical specifications of the work and the terms and conditions, documents in proof of meeting the eligibility criteria (<u>soft copy to be uploaded by the tenderer while submitting online bid</u>) (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures shall be submitted in MSTC web portal not later than 13:00 Hrs. on November 30, 2023 (Thursday). No terms and conditions or any otherinformation/ enclosure shall be appearing in Part-II. Any information and enclosure other than prices against the items appearing in part-II shall not be considered for evaluation. Part-I and Part-II of the tenders will be opened on the same day at 15:00 Hrs.
- v. The tenders shall be valid for acceptance by the Bank for 90 daysfrom the opening of Price Bids (Part II) and shall be extended by such period as may be mutually agreed to.

#### 5. Earnest Money Deposit

All the tenderers shall pay as Earnest Money a sum of ₹52,000/- (Rupees Fifty-two Thousand only) through NEFT to the 'Reserve Bank of India, Dehradun' by credit to

A/c No. 186003001 &

IFSC - RBIS0DNPA01 (5th being zero).

The EMD shall not be accepted in any form other than the one mentioned above. The Earnest Money Deposit of the successful tenderer shall be released after submission of Performance Bank Guarantee. EMD of unsuccessful bidders will be returned after award of work to successful bidder.

The EMD will not be accepted in any form mentioned above. The tender without aforesaid EMD shall be considered as <u>unresponsive and rejected.</u>

#### **6.Renewal of the contract**

The contractor shall carry out the Maintenance Services during the period starting from **date of award of work to March 31, 2024**. Thereafter, the contract shall be renewed for maximum two occasions, as per Bank's rules, satisfactory performance and timely submission of Performance Bank Guarantee.

At the sole discretion of the Employer, the AMC shall be considered for further renewal for the succeeding year on same terms and conditions with requisite increase / decrease in rates based on formulae given below, provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding.

 $VN^* = V + VM + VL$ 

where,

VN = Contract amount for the current year V = Contract amount for the previous year VM = Variation in material cost

VL = Variation in labour cost

\*On the basis of All India Wholesale Price Index for all commodities during the month of due date of receipt of tender and All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India during the month of due date of receipt of tender.

The maintenance contract period is initially from date of award of work to 31.03.2024. The contract shall be considered for further renewal for maximum two occasion on same terms and conditions at the discretion of the Bank provided the Bank finds the services of the Contractor satisfactory. Contract amount (minimum wages+ contractor profit + taxes+ materials etc.) for deployment of manpower shall be considered per annum basis. Within the AMC period any revision in minimum wages and taxes in between by the Government shall be borne by the firm. However, review of performance for operation contract will be done every year and any revision in minimum wages shall be considered at the time of renewal of AMC.

#### **B.** Contents of Tender Document

#### 7. Sections of Tender Document

The Tender Document consist of Parts 1 and 2 which includes all the Sections indicated below and should be read in conjunction with any Appendices/Annex issued in accordance with Section II (Instructions to Bidders).

#### Part I – Tendering Procedures

Section I: Notice Inviting Tender (NIT)

Section II: Instruction to Bidders (ITB)

Section III: Tender Data Sheet (TDS)

Section IV: Evaluation / Selection Criteria

Section V: General and Specific Conditions of Contract

Section VI: Standard Formats

Section VII: Check List

#### Part II - Price Bid

#### 8. Clarification of Tender Document, Pre-Bid Meeting

- i. A tenderer requiring any clarification of this document shallcontact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.
- ii. The tenderer's designated representative is invited to attend a **Pre-bid meeting** on **November 07, 2023 at 11:00 Hrs.** at Estate Department, Reserve Bank of India, Plot No. 16 & 17, IT Park,

Dehradun. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.

- **iii.** The tenderer shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document, not later than 1 day before the date of the Pre-Bid meeting.
- iv. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a tenderer.

#### 9. Amendment of Tender Document

- i. At any time prior to the deadline for submission of Tenders,the Bank may amend this document by issuing amendments/ corrigendum on RBI website (<a href="www.rbi.org.in">www.rbi.org.in</a>) / e-portal.
- ii. Any amendments / corrigendum issued shall be a part of this document.
- iii. To give prospective tenderers reasonable time in which 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.

#### C. Preparation of Tenders

#### 10. 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.

#### 11. Documents comprising the Tender

The Tender shall comprise the following:

- i. Notice Inviting Tender
- Technical Bid Details
- iii. Price Bid Details
- iv. Earnest Money Deposit

Intending tenderer has to deposit a sum of ₹52,000 /- (Rupees Fifty-two Thousand only) with the Reserve Bankof India, Estate Department, Dehradun - 248001 on or before November 29, 2023 up to 13:00 Hrs. through NEFT to following A/c:

A/c Name: NEFT - INWARD RECEIVED

A/c Number: 186003001

IFS Code: RBIS0DNPA01 (0 – Zero)

in favor of the 'Reserve Bank of India' payable at Dehradun

- v. Performance Bank Guarantee to be furnished after award of contract to the successful tenderers.
- vi. Award letter and Contract Agreement.

#### 12. Period of validity of Tenders

- i. The Tender validity period shall be 90 days from the date of opening of the tenders.
- **ii.** In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.

### D. <u>Submission and Opening of Tenders</u>

#### 13. Submission, Sealing and Marking of Tenders

- i. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.
- ii. The tenderers may submit online their Price Bid (competitiverates) in prescribed Excel format along with copies of necessary documents as indicated in the "Technical Bid". E-Tender with all information shall be submitted on or before the prescribed time and date.
- iii. If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.

#### 14. Deadline for Submission of Tenders

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

#### 15. Late Tenders

No Tender after the deadline shall be allowed on the portal.

#### 16. Tender Opening

The Bank shall open the Tender electronically on the notified date.

#### **E. Examination of Tenders**

#### 17. Confidentiality

Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concernedwith such process until information on Contract award is communicated to all tenderers

### 18. Clarification of Tenders

- i. 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 theBank shall not be considered. The Bank's request for clarificationand 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.
- ii. 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.

#### E. <u>Tender Evaluation and Comparison</u>

#### 19. Evaluation of Tenders

The Bank shall use the evaluation criteria indicated in Section IV.

#### 20. Qualification of the Tenderer

The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section II.

#### 21. Bank's Right to Accept any tender, and to reject Any or All Tenders

The Bank reserves the right to accept or reject any tender, and toannul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof.

Further the conditional bids shall be rejected outrightly.

#### F. Award of Contract

#### 22. Award Criteria

The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).

#### 23. Notification of Award

- i. The tenderer who qualifies the Technical Evaluation including Site visit evaluation and is L1 in Price Bid shall be awarded the tender.
- ii. 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 within 7 days of notification of award of work.

#### 24. Signing of Contract

The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹100/-within 14 days of award of work. The stamp duty shall be borne and paid by the contractor. 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 starting from date of award of contract to March 31, 2024.

#### 25. Performance Security

- i. The successful tenderer shall furnish along with the contractthe Performance Bank Guarantee (PBG) of 5% of the Contract Value in accordance with the Section VI (Standard Formats). The PBG shall be valid for a period up to the expiry of contract period. The EMD of such tenderer will be returned on receipt of Performance Bank Guarantee.
- ii. Failure of the successful tenderer to submit the PerformanceBank Guarantee as above or to sign the Contract shall constitutesufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

- iii. The Performance Bank Guarantee shall be released withoutinterest after completion of the AMC contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee shall be discharged only after adjusting all dues, liabilities, etc.
- iv. At the time of renewal of contract, the Performance Bank Guarantee need to be submitted for the whole financial year as per the renewed contract amount i.e., 10% of the contract amount for that period.

#### **Section III: Tender Data Sheet**

#### A. Introduction

#### Scope of Tender

- i. The tender inviting office is: Reserve Bank of India, Dehradun Regional Office, Main Office Building, Dehradun 248001.
- ii. The name of the Tender is: Limited Tender for Cleaning and Maintenance Services at Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun.
  - Tender Reference No. RBI/Dehradun/Estate/1/23-24/ET/189
- iii. Eligible Tenderers: The tenderer shall meet the eligibility criteria outlined in para number 4 of Section II.

#### **B.** Tender Document

#### Clarification of Tender Document, Pre-tender meeting

- i. For clarification purposes only, the Bank's address is: **Reserve Bank of India, Estate Department, Dehradun-248001.**
- ii. Contact person (Reserve Bank of India, Dehradun):

S.	Contact Person	Designation	Telephone/ Mobile	Email ID
No.			Number	
1	Shri Sonusingh Yadav	Manager, Estate	0135-2745488/	sgyadav@rbi.org.in
			8141228253	
2	Shri Khemchand	Assistant Manager	0135-2745488/	khemchand@rbi.org.in
		(Technical)	7619822111	
3	Shri Ashish Kesharwani	Assistant Manager	0135-2745488/	ashishk@rbi.org.in
			7054988777	

iii. A Pre-bid meeting will take place at Reserve Bank of India, Dehradun on September 12, 2023 at 12:00 hrs.

#### C. Preparation of Tenders

#### 3. Documents Comprising the Tender

The Tender shall comprise the following:

- a) Notice Inviting Tender, Instructions to Bidders, Evaluation Criteria & General and Specific Terms and Conditions of the Contract.
- b) Various Formats for Technical and Financial Evaluation as also for Performance Bank Guarantee as per Section VI (Standard Formats)

#### 4. Period of Validity of Tenders

The Tender validity period shall be 90 days from the last date of the submission of tender.

#### 5. EMD / Bank Guarantee as Tender Security

i. Intending tenderer has to deposit a sum of ₹52,000/- (Rupees Fifty-two thousand only) as Earnest Money Deposit through NEFT to the 'Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun' by credit to

A/c No. 186003001 &

IFSC- **RBISODNPA01** (0 – **Zero**) (5th being zero)

- ii. The EMD shall not be accepted in any form other than the one mentioned above.
- iii. The tender without the aforesaid EMD shall be considered as unresponsive and rejected.

#### 6. <u>Submission of Tenders</u>

The tender, complete in all respect, shall be submitted electronically. The tenderers may submit their competitive rates along with necessary documents as indicated in the "Technical Bid".

#### D. Submission and Opening of Tenders

#### 7. Deadline for submission of Tender

The E-tenders, complete in all respect shall be submitted as per the following deadline:

Date: November 30, 2023 till 13:00 Hrs.

#### 8. Tender Opening

- i. The Tender opening shall take place electronically on the date and time mentioned in Schedule of Tender (SOT).
- ii. The tenderers who are declared successful in Technical Evaluation will qualify for Financial Evaluation.
- iii. Such tenderers who qualify in Technical Evaluation will be considered for opening of Price Bids and the lowest bidder will be awarded the contract provided the bid is in linewith the prescribed terms and conditions.

#### Section IV: Evaluation/ Selection Criteria

#### **Evaluation matrix**

#### A. Technical Bid Evaluation

- i. The tenderers shall furnish information for Technical Evaluation as per Form-1 of Standard Format.
- ii. Supporting documents for the various items indicated in the Form 1 should be submitted for technical evaluation.
- iii. The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients as also the findings from site visit to take decision regarding qualification in Technical Evaluation.

#### **Section V: Commercial Terms & Conditions of Contract**

#### A. General Conditions of Contract

The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise, the Bank shall not be responsible for the incompleteness of the Tender Document.

- i. Conditional tender shall not be entertained.
- ii. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
- i. The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document.
- ii. Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.

The price quoted shall only be in Indian rupees and inclusive of all taxes.

- i. The contractor shall submit details, such as names, parentage, residential address, age etc. along with recent photograph of the persons deployed by him. For the purpose of proper identification of the staff of the contractor deployed for the work, the contractor shall issue identity cards bearing their photographs/identification, etc., and such employees shall display their identity cards at the time of duty.
- ii. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the College.
- iii. The Contractor shall agree and undertake that the staff/ service provided by the staff, deployed by him/her to the Bank, shall be to the entire satisfaction of the Bank and the Contractor should make it clear to the staff that they are employees of the Contractor and they shall have no claims against the Bank and the Bank shall not be liable to wages, salary, compensation and any statutory benefits due to the staff under the labour laws and other litigations and the Contractor shall be responsible for providing such amenities as admissible under the law/rules/service conditions to the staff deployed by the Contractor for providing IFMS service to the College.
- iv. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that 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 shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on Bank in respect of staff deployed by him.
- v. The Contractor shall ensure that none of the persons deployed by him/her will contact Reserve Bank of India, Dehradun or the Bank's Central Office/other Offices of the Bank in the matter relating to payment of their dues, wages, bonus, leave relievers and uniforms, etc. <a href="https://example.com/staff-deployed-by-him/her">The Contractor shall be responsible for the discipline, loyalty and conduct of the staff deployed by him/her</a>.

- vi. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person/s on the report of the Reserve Bank of India, Dehradun in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Reserve Bank of India, Dehradun in case any of the aforesaid acts on the part of the said person/s.
- vii. The Contractor shall ensure that no employee of his/her company/agency/firm will enter or remain in the Bank's premises beyond the specified time limits unless necessary for fulfilling the company/agency/firm's obligations and with the permission of the Bank.
- viii. The contractor shall remove all staff/workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Bank and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank either explicitly or implicitly.
- ix. The contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to settle/contest the same. In case Bank is made party and is supposed to contest the case, the Bank will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to the Bank on demand. Further, the contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.
- x. The contractor shall further keep the Bank indemnified against any loss to the Bank property and assets. The Bank shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- xi. Non-disclosure Clause: The Contractor shall not disclose directly or indirectly any information, material and details of the Bank'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 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 on the part of the Contractor and the Bank will 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 contract for whatever reason.
- xii. The Bank shall deduct income tax at source in accordance with the statutory provisions as applicable as and when the Central Government notifies through Gazette Notification or orders or as per the provisions of Income Tax Act from time to time and such deductions shall be affected from the date of applicability of the provisions.
- xiii. The Contractor shall:

- a. ensure that he/she deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works.
- b. maintain neat, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- c. obtain Police Verification Report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel, of permissible age shall be deployed.
- d. In case any of agency's personnel(s) deployed under the contract is (are) absent, a substitute shall be provided by the Contractor immediately. In case of absence without providing a substitute, Bank reserves the right to impose a penalty double the daily wages of the absent personnel and the same shall be deducted from the agency's bills.
- xiv. Provision of Rule 144 (xi) of the GFR 2017: Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure – 'IV'. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

#### B. Situations leading to disqualification / rejection of tenders

- i. Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will be made applicable there too.
- ii. All the tenders should be complete in all respects with all attachments / enclosures / annexures. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be outrightly and summarily rejected by the Bank.
- iii. Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
- iv. Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.
- v. Tenders received after the due date and time shall be summarily rejected.
- vi. Conditional tenders shall be straightway rejected, and no additional clausewill be entertained.
- vii. No tender may be modified subsequent to the last date of submission oftender. No tender may be withdrawn in the interval between the last date forsubmission of tender and the expiry of the tender validity period specified inthe tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.
- viii. Alternative Proposals / Time for Completion shall not be permitted.

#### C. Terms of Payment

- i. The payment for the contract will be made by Dehradun Office. The contractor will have to submit bills on monthly basis for payment after successful completion of work for the month subject to submission of following documents:
  - a. Statement of Complaints received / attended
  - b. Copy of Attendance Register.
  - c. A certificate stating that all the tools, equipment, safety gears, machinery etc., are in order, on the basis of periodical check by the contractor / authorized person of the contractor
  - d. Declaration for compliance of Contract Labour Act & Minimum wages Act.
  - e. A statement showing payment of wages made to the deployed manpower with signature of respective employee.
  - f. NEFT statement evidencing remittance of wages to the deployed Manpower.
  - g. Documentary evidence indicating the deposit of EPF, ESI and other statutory perquisite in favour of the employee deployed at Bank's site.
  - h. Purchase invoices of eco-friendly housekeeping chemicals procured during the month and also, submit Materials Safety Data Sheet (MSDS) / Product datasheets for all housekeeping chemicals.
  - i. GST declaration
  - j. Any other document as directed by the Bank.
- ii. All tools, tackles and cleaning materials required for attending the work specified in Scope of Work shall be borne by the contractor and shall quote rates accordingly. No extra payment will be made for the same.
- iii. The rates quoted shall be inclusive of labor charges, all taxes GST, duties, insurance, uniform, cleaning materials, etc. and shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any othertaxes, levies, duties etc.
- iv. All other charges (other than statutory levies) will remain fixed during the duration of the contract.
- v. All the payments shall be released through NEFT/RTGS viz electronic mode only for which necessary mandate shall be submitted to the Bank.
- vi. Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. Incase no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.
- vii. The contractor is bound to abide by the provision of **Payment of Wages Act 1936 and Minimum Wages Act 1948 and rules framed thereunder**. The Bank reserves the right to pay the minimum wages to worker by deducting appropriate amount from liability to contractor, in case minimum wages are not paid.
- viii. The contractor shall adhere to various provisions of the **Contract Labour (Regulation & Abolition) Act 1970 and rules framed thereunder**, requirement of payment for ESI & provident fund and fulfil all the statutory requirements. A certificate to that effect is to be submitted to the Bank.

## D. Penalty Clause

S. No.			for Instances	<b></b>			
	Instances	First	Second	Third			
1	Non-performance/ Delay in completion of work (daily, weekly, quarterly/half-yearly)	Rs. 1000/- and other action as the Bank may deem fit.	Rs. 3000/- and other action as the Bank may deem fit.	Rs. 5000/- and other action as the Bank may deem fit.			
2	Use of abusive language or misbehavior with staff members	Rs. 5000/- and other action as the Bank may deem fit.	Rs. 10000/- and other action as the Bank may deem fit.	Rs. 20000/- and other action as the Bank may deem fit.			
3	Non-maintenance of statutory and other registers/ documents or Non submission of required documents sought by the Bank/ non submission of documentary evidence	Rs. 5000/- and other action as the Bank may deem fit including intimation to statutory authorities.	Rs. 10000/- and other action as the Bank may deem fit including intimation to statutory authorities.	Rs. 20000/- and other action as the Bank may deem fit including intimation to statutory authorities.	Termination of Contract invoking Performance Bank Guarantee		
4	Non submission/ delayed submission of bills	Rs. 500/- and other action as the Bank may deem fit.	Rs. 1000/- and other action as the Bank may deem fit.	Rs. 2000/- and other action as the Bank may deem fit.			
5	Employment of Minors/ Wages not being paid/ delayed wages payment	Rs. 5000/- and other action as the Bank may deem fit.	Rs. 10000/- and other action as the Bank may deem fit.	Rs. 20000/- and other action as the Bank may deem fit.			
6	Non-wearing of Uniform or wearing untidy uniform or non- wearing of ID cards	Rs. 1000/- and other action as the Bank may deem fit.	Rs. 2000/- and other action as the Bank may deem fit.	Rs. 4000/- and other action as the Bank may deem fit.	Rs. 10000/- and other action as the Bank may deem fit.		

7	Change of manpower without proper intimation and approval of the Bank	Rs. 2000/- and other action as the Bank may deem fit.	Rs. 5000/- and other action as the Bank may deem fit.	Rs. 10000/- and other action as the Bank may deem fit.	Rs. 20000/- and other action as the Bank may deem fit.
8	Deployment of less manpower than agreed without acceptable justification	Min	imum wages p	per person per d	lay

## E. Necessary Requirements to be fulfilled after award of contract

- i. The successful tenderer/s shall submit a Performance Bank Guarantee of **5% of the contract value** in favour of the Bank as specified in Section VI (Standard Formats), within 15 days of the receipt of the letter of award of work. The Performance Bank Guarantee shall remain valid for entire currency period of contract towards all the contractual obligations of the Service Provider/Contractor/Vendor.
  - a. In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the agency will be liable to be forfeited/invoked besides annulment of the contract.
- ii. The agreement between the successful tenderer/s and the Bank will be signed within 14 days of letter of award of work. The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider/Contractor/Vendor, the duplicate. The stamp duty shall be borne andpaid by the Service Provider/Contractor/Vendor.

## F. Adherence to Statutory Requirements

- i. Compliance of regulations viz., Payment of Central Government Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act, rules framed under all these acts and labour license of State and Central government applicable from time to time, shall bewhole & sole responsibility of the agency/firm/company.
- ii. In this regard, the Agency shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.

## **G. Prevention of Sexual Harassment**

i. The successful tenderer / agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and

- Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The successful tenderer shall confirm constitution of Internal Complaints Committee for the purpose, wherever applicable.
- ii. Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- iii. The successful tenderer 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 successful tenderer is proved.
- iv. The successful tenderer shall be responsible for educating its employeesabout prevention of sexual harassment at workplace and related issues.
- v. The successful tenderer shall provide a complete and updated list of its employees deployed in various facilities of the Bank on quarterly basis (within15 days from each quarter end or from the date of engagement/deployment).

## H. Rights of the Bank

- i. The Bank reserves the right to extend the period of tender availability and/or the date of opening of the bids.
- ii. The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability or assigning any reasonthereof.
- iii. The Bank reserves right to split the scope of the work to more than one agency/ agencies without assigning any reason whatsoever. No claim will beentertained on account of this.
- iv. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder toagree upon such further or other terms and conditions at the time of executingthe agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.
- v. The Service Provider/Contractor/Vendor or its agents / employees committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itselfliable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof.
- vi. Without prejudice to above, the Agreement can be terminated with a notice of one month on either side, during the Agreement period. The arrangements with Service Provider/Contractor/Vendor shall stand terminated in the case of its insolvency.

#### I. Dispute Resolution

- i. It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
- ii. All disputes and differences of any kind under the agreement shall be referred to a Sole Arbitrator and the dispute shall be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996. The arbitration shall be held at Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun only.

## J. Force Majeure

Notwithstanding anything else contained in this document, Neither Party shallbe responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of bestefforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Governmentauthority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

## K. <u>Disclaimer</u>

- i. Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in allrespects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7)days from the date of NIT, it shall be considered that this document is complete in all respects.
- ii. The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.
- iii. While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused byany act or omission on their part.

## L. Confidentiality Statement

- i. The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
- ii. The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
- iii. This Tender Document does not purport to contain all the information each tenderer may require.
- iv. This tender document may not be appropriate for all person, and it is notpossible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.
- v. Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.
- vi. The Bank and employees make no representation or warranty and shallincur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the tender document.
- vii. This document and the information provided therein are confidential andintended solely for the use of the Tenderer(s).
- viii. The Contractor shall not, directly or indirectly, disclose to any third party any information relating to the Bank's infrastructure/system/equipment etc. that may come into the knowledge or possession of the Contractor while performing his contractual obligations and shall at all times will be kept in complete confidentiality. Failure to comply with the above would amount to breach of contract on the part of the contractor and the Bank would be entitled to claim damages and take legal remedies.

## M. <u>Insurance in respect of damage to person and property</u>

- i. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub- contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying of this contract. This clause shall be held to include inter alia any road, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, windor other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any suchinjury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any legislature or otherwise and also in respect of any award or compensation or damage consequent uponsuch claim.
- ii. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- iii. An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belongingto the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partialdisablement shall be of required statutory value for full and partial disablement adshall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment /property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy, nor shall they be named in the policy. Thebank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.
- iv. The contractor shall indemnify the Employer against all claims which may be made against the Employer be any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office apolicy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made uponthe Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contractor at common law in respectof any employee of the Contractor or any Sub-Contractor and shall at his ownexpenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during currency of the Contract.
- v. The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.
- vi. The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to becomedue to the Contractor without prejudice to the Employer's other rights in respect thereof. The contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this

#### contract.

- a. Workmen compensation policy.
- b. Third party liability policy with the limits as under:
  - 1. Rs.10,00,000/- per annum
  - 2. Rs.2,00,000/- per occurrence
- vii. Bank will not accept any liability for any mishap/accident caused to contractor's technician/staff while working in the Bank's premises. It is the responsibility of contractors to take proper insurance covers for their staff working at site.

## N. Termination of Contract by the Employer

i. If the Contractor being an individual or a firm commits any "act of insolvency",or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Courtand the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, is unable, within seven days after noticeto him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give securitytherefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issuedagainst the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalfof any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained.

Or shall charge or encumber this Contract or any payments due or which maybecome due to the Contractor hereunder,

Or if the Employer determine that the Contractor has abandoned the Contract,

Or has failed to commence the works, or has without any lawful excuse underthose Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

- ii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iii. has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- iv. has neglected or failed persistently to observe and perform all or any of theacts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.
- v. Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, andas if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the worksor by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the

materials and plant for the works. whenthe works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall there upon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

## **Section VI: Standard Formats**

Form 1	Details of Technical bid	
Form 2	Proforma of Performance Bank Guarantee	
Annexure I	Details of Banker	
Annexure II	Articles of Agreement	
Checklist	To be submitted by the Contractor	

Form 1

## **TECHNICAL BID**

Name of	Tenderer:	 	 	 	 	 	
Address:		 	 	 	 	 	
Contact I	No.:	 	 	 	 	 	

Technical Bid given by the tenderer (To be given in Tenderer Letter's Head)

S. No.	Particulars	Details to be filled in by the tenderer
1.	Name of the Organization	
2.	<ul><li>(a) Type of organization – (whether Proprietorship / Partnership /LLP /Pvt. Ltd/Ltd Company).</li><li>(b) Date of establishment</li></ul>	
	(c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).  Please enclose relevant documents in support of the same.	
3.	Name of the proprietor / partner / directors of organization with designation.	
4.	Regd. Office/ Business Address of the organization along with Telephone No, Mobile No, and e-mail.  (a) Whether having own office in Dehradun.  (b) Address of the local office at Dehradun.  (c) Name of the authorized official and his/her	
	telephone number.  Please enclose relevant documents in supportof the same.	
5.	Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970and Contract Labour (Regulation and Abolition) Central Rules, 1971, ESI,	

	EPF. If yes, Indicate the date of registration. (A copy of certificate/ registration to be submitted).	
6.	Name and address of the bankers. Please enclose a certificate in sealed envelope from the banker regarding financial standing as per format attached with this tender document. (Annex-I and II)	
7.	The bank Account (IFSC Code and AccountNumber) where payments would be received by the organization.	
8.	Whether blacklisted by any authority and/or client. If yes, details thereof:	
9.	Whether penalized/convicted in connection with similar business. If yes, details thereof:	

### COPIES OF DOCUMENTS REQUIRED TO BE UPLOADED FOR TECHNICAL BID

- 1. Details of Banker (Annex I)
- 2. Bankers certificate on financial standing (Annex II)
- 3. Incorporation documents.
- 4. Copy of the PAN, TIN and GST Registration wherever applicable
- 5. Any other document/s (Pl. specify)

The Bank reserves the right to call the proof/verify the furnished information.

#### **DECLARATION:**

- 1. The above information is true to the best of my/our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
- 2. I/We agree to abide by the terms and conditions stipulated by the Bank.
- 3. I/We also agree that my/our Tender will remain valid for acceptance by the Bankfor 90 days from the date of opening of **Part I (Technical Bid)** of the tender andthis period of validity can be extended for such period as may be mutually agreed in writing between the Bank and tenderer. I/We also agree to keep the earnest money during the entire period of validity of tender.
- 4. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason, therefore.

Signature

Name and seal of the TENDERER

Form 2

(To be submitted on non-judicia	I stamp paper of	f appropriate	value purchased	in the
name of the issuing bank)				

No. ..... Date ......

To, The Regional Director Reserve Bank of India Estate Department Plot No. 16 & 17, IT Park Dehradun	
Dear Sir, In consideration of your agreeing to award work to M/s(heart to as "the Contractor") in terms of their contract with you for OPERATION MAINTENANCE OF HEATING, VENTILATION, AND AIR CONDITION RESERVE BANK OF INDIA, PLOT NO. 16 & 17, IT PARK, DEHRADUN,	N AND ROUTINE
MAIN OFFICE BUILDING, as per their Tender No dated	and your
Canaral/Canadistana of Contract and other tander decreases relating	tharata aubiaat ta

General/Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon /set forth or referred to in your Contract dated in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows:

- 1. We undertake to indemnify you and keep you indemnified from time to time to the extent of 10% of contract value against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of 10% of contract value as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
- 2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

- 3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force 60 days after the day of expiry of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing.
- 4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- 5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of 10% of contract value as aforesaid.
- 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
- 7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
- 8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of this guarantee.
- 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
- 10. This guarantee and the powers and provisions herein contained are in addition to and

not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

- 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
- 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 13. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.
- 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
- 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to 10% of contract value. Unless a written claim is lodged on us for payment under this guarantee before the expiry date, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
- 16. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the bank.

SIGNED AND DELIVERED (For & on behalf of the above-named bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address

**Annex-I** 

## **Details of Bankers**

## (To be given on applicant's letterhead)

Particulars	Banker 1	Banker 2
Name of the Branch and its complete postal		
Address including IFSC and e-mail id.		
Name and Job-title of the Branch		
Manager/Relationship Manager along with his/her		
Telephone No(s) and E-mail id		
Type of Account and Account No		
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
The period from which the Service		
Provider/Contractor/Vendor/Contractor/Vendor		
has been banking with the Banker		
(Specify number of years).		
Any other information which the Service		
Provider/Contractor/Vendor/Contractor/Vendor		
may like to furnish about its Bankers.		

## **Articles of Agreement**

## **Articles of Agreement** ARTICLES OF AGREEMENT made the dav of . 20 between the RESERVE BANK OF INDIA, PLOT NO. 16 & 17, IT PARK, DEHRADUN having its Central Office at Mumbai - 400 001. (Hereinafter called "the Employer") of the one part ..... a Company having its Registered Office at ..... (hereinafter called "Contractor") of the other part. WHEREAS the Employer is desirous work awarding the ..... at Bank's ..... as per specifications describing the work to be done to be prepared by Reserve Bank of India. AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting the sum of Rupees applicable for the period from to at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under. NOW IT IS HEREBY AGREED AS FOLLOWS: -

In consideration of the said Contract

Amount to be paid at the times and in the

manner set forth in the said conditions, the

अब इस पर निम्नानुसार सहमति हुई है:-

1. उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त संविदा राशि को ध्यान में रखते हुए, ठेकेदार उक्त शर्तों के अधीन उक्त विनिर्देशों में दर्शाए गए और वर्णित कार्य को निष्पादित और पूरा Contractor shall upon and subject to the said Conditions execute and complete the work shown and described in the said specifications.

- 2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3. In the said Conditions herein before mentioned, the Assistant General Manager (Estate) in charge of the Estate Department, Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun shall act on behalf of the Employer.
- 4. 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.
- 5. The Agreement and the Documents mentioned herein shall form the basis of this Contract.
- 6. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 7. All Payments by the Employer under this Contract will be made only at Dehradun.
- 8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Dehradun and only Courts in Dehradun shall have jurisdiction to determine the same.
- 9. That the several parts of this Contract

करेगा।

- 2. नियोक्ता ठेकेदार को उक्त संविदा राशि या ऐसी अन्य राशि का भुगतान करेगा, जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।
- 3. उपर्युक्त शर्तों में, संपदा विभाग, भारतीय रिज़र्व बैंक, प्लॉट संख्या 16 और 17, आईटी पार्क, देहरादून के प्रभारी सहायक महाप्रबंधक (संपदा) नियोक्ता की ओर से कार्य करेंगे।
- 4. उक्त शर्तों और उनके परिशिष्ट को इस करार के हिस्से के रूप में पढ़ा और समझा जाएगा और इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, उन्हें मानेंगे और उक्त शर्तों में क्रमशः अपनी ओर से करारों का पालन करेंगे।
- 5. संविदा और यहां उल्लिखित दस्तावेज इस संविदा का आधार बनेंगे।
- 6. नियोक्ता अपने पास कार्य की प्रकृति को बदलने का अधिकार सुरक्षित रखता है जिसमें कार्य की किसी भी वस्तु को जोड़ सकता या हटा सकता है या उसके कुछ हिस्सों को इस संविदा पर प्रतिकूल प्रभाव डाले बिना करवा सकता है।
- 7. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल देहरादुन में किए जाएंगे।
- 8. इस करार से उत्पन्न होने वाले या किसी भी तरह से जुड़े सभी विवादों को देहरादून में उत्पन्न माना जाएगा और केवल देहरादून के न्यायालयों के पास इसे निर्धारित करने का अधिकार क्षेत्र होगा।
- 9. कि इस संविदा के कई हिस्सों को ठेकेदार द्वारा

have been read by the Contractor and fully understood by the Contractor.

- 10. Future renewals will be as per Bank's rules.
- 11. The work order letter no. .....dated ......will form part of the agreement.
- 12. All terms and conditions pertaining to AMC in the tender/ quotation will also be honored by the Contractor.
- 13. Non-disclosure clause: "The contractor shall not disclose directly or indirectly any information, materials and details the Bank's infrastructure/Systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations connection with in agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor 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 Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure

पढ़ा गया है और ठेकेदार द्वारा पूरी तरह से समझा गया है।

- **10.** भविष्य में नवीनीकरण बैंक के नियमों के अनुसार होगा।
- **11.** कार्य आदेश पत्र सं......इस करार का हिस्सा होगा।
- **12.** निविदा /कोटेशन में एएमसी से संबंधित सभी नियम और शर्तों को भी ठेकेदार द्वारा माना जाएगा।
- **13. गैर-प्रकटीकरण खंड**: ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की बुनियादी सुविधा/ प्रणालियों / उपकरणों आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो इस करार के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकता है और हर समय पूरी तरह से गोपनीय रखेगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, केवल इसे छोडकर जो इसके तहत उसके दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या प्रकट नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नकसान के लिए नियोक्ता की क्षतिपर्ति करेगा। उपर्युक्त का पालन नहीं करने पर ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय करने का हकदार होगा।

ठेकेदार यह अपने कर्मचारियों के संबंध में सभी प्रकार की उचित कार्रवाई करेगा जिससे यह सुनिश्चित हो सके कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण का दायित्व पूरी तरह से पूरा हो गया है।

गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या इसे समाप्त किए जाने के बाद भी बना रहेगा। 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."

## 14. **SEXUAL HARASSMENT**

The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee 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.

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.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

15. Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

## 14. लैंगिक उत्पीडन खंड:

सेवा प्रदाता / एजेंसी "कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पालन करेगी।

सेवा प्रदाता एजेंसी बैंक परिसर में अपने कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में "कार्यस्थल पर महिलाओं का उत्पीड़न (रोकथाम निषेध और निवारण) अधिनियम 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगी। सेवा प्रदाता/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और सेवा प्रदाता/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी।

बैंक के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीड़ित कर्मचारी से लैंगिक उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

सेवा प्रदाता किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा जो उसे सेवा प्रदाता के कर्मचारियों के इसमें शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए यदि बैंक कर्मचारी को कोई मौद्रिक राहत देनी हो, यदि सेवा प्रदाता के कर्मचारी द्वारा लैंगिक हिंसा सिद्ध हो जाती है। सेवा प्रदाता कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारी को शिक्षित करने के लिए जिम्मेदार होगा।

15. शासी भाषा: यह करार अंग्रेजी और हिंदी में निष्पादित किया गया है। यदि इस संविदा का हिंदी अनुवाद अंग्रेजी संस्करण के साथ विरोध करता है या इसमें अंग्रेजी संस्करण के अतिरिक्त या उससे अलग शब्द शामिल हैं, तो अंग्रेजी संस्करण को माना जाएगा।

16. IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.	16. इसके साक्ष्य में, नियोक्ता ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इस पर हस्ताक्षर किए हैं और ठेकेदार ने इस पर अपनी कॉमन मुहर लगाई है और इसे उपर्युक्त दिन और वर्ष को दो प्रतियों में निष्पादित किया है।
SIGNED AND DELIVERED BY the Contractor by the hand of	ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द
ShriAddress in the presence of 1)Address Z)Address (Witnesses)	श्री (नाम एवं पदनाम) इनकी उपस्थिति में हस्ताक्षर किए गए 1) पता 2) पता (साक्षी)
SIGNED AND DELIVERED BY the Reserve Bank of India by the hand of	भारतीय रिज़र्व बैंक, देहरादून की ओर से हस्ताक्षरित एवं सुपुर्द
Shri(Name & Designation)  in the presence of  1)Address 2)Address(Witnesses)	श्री(नाम एवं पदनाम) इनकी उपस्थिती में हस्ताक्षर किए गए  1) पता
	2) पता (साक्षी)

## **VII. Check List**

# <u>Limited Tender for Comprehensive Cleaning, Maintenance and Housekeeping Services at Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun.</u>

S. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening of Tender.	
2.	EMD	Irrevocable Bank Guarantee or NEFT or an amount of ₹ 52,000/- to RBI, Dehradun.No interest shall be payable on EMD.	
3.	Prices	Shall remain firm and fixed for the first year.	
4.	Terms of payment	As per clause no. C mentioned in the General Conditions of Contract	
5.	Insurance	As per clause no. M mentioned in the General Conditions of Contract	
6.	Signature of the contractor	All the pages of the tender have been signed by the contractor	

## PART – II – PRICE BID

The Document should be not be uploaded along with documents of Technical Bid

**Details of Price bid** 



Estate Department
Reserve Bank of India Dehradun

Part-II

Limited Tender for Comprehensive Cleaning, Maintenance and Housekeeping Services at Reserve Bank of India, Plot No. 16 & 17, IT Park, Dehradun.

	Unpriced Schedule					
Com	Comprehensive Cleaning, Maintenance and Housekeeping Services at Reserve Bank of India, Dehradun					
S. No.	Description	Amount (in Rs.)				
1	Cost of providing 20 Manpower (atleast 04 must be female) + 02 Skilled Supervisors, machineries, tools/ tackles etc.  (Pl. specify category of labour to be deployed with category – unskilled/semi-skilled/skilled/highly skilled)					
2	Cost of Cleaning Materials					
3	Contractor Overhead Profit					
4	GST (rate)					
5	Grand Total	,				
6	Cost per month (including taxes)					

\*Note: All the bidders are advised that Contractor Profit and Cleaning Materials as required for cleaning (as indicated in Table-1) should not be quoted as 0 (zero), the bidders who will quote 0 (zero) price for the above will outrightly be rejected.