



**भारतीय रिज़र्व बैंक  
संपदा विभाग  
चेन्नै**

(Website: [www.rbi.org.in](http://www.rbi.org.in))

(केवल ई-निविदा)  
निविदा दस्तावेज  
भाग- 1

आरबीआई/चेन्नै/संपदा/39/21-22/ईटी/48

**बैंक के मुख्य कार्यालय परिसर (एनेक्स बिल्डिंग और आवश्यक सेवाएं स्टाफ क्वार्टर्स सहित) में हाउसकीपिंग सेवाएं प्रदान करने के लिए विस्तृत वार्षिक रखरखाव संविदा (सीएएमसी)**

प्रस्तुत करने की निर्धारित दिनांक : 19 अगस्त 2021 को अपराह्न 3.00 बजे तक



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**अस्वीकरण**

भारतीय रिज़र्व बैंक, संपदा विभाग, चेन्नै ने इच्छुक पार्टियों को करार के संबंध में एक पृष्ठभूमि-परक जानकारी देने के लिए इस दस्तावेज को तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें अंतर्विष्ट जानकारी को तैयार करने में समुचित सावधानी बरती है, तथापि, इस दस्तावेज में अंतर्विष्ट या इसके बारे में दी गई किसी जानकारी की संपूर्णता या सटीकता के संबंध में न तो भारतीय रिज़र्व बैंक और न ही उसके कोई प्राधिकरण या एजेंसी या संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता कोई वारंटी देते हैं अथवा अभिव्यक्त या विवक्षित रूप से कोई व्यपदेशन करते हैं।

इस सूचना का अभिप्राय परिपूर्ण जानकारी देना नहीं है। इच्छुक पार्टियों के लिए ज़रूरी है कि वे स्वयं पूछताछ कर लें और उत्तरदाताओं के लिए अपेक्षित है कि वे लिखित रूप में यह पुष्टि करें कि उन्होंने ऐसा किया है और वे केवल भारतीय रिज़र्व बैंक द्वारा निविदा प्रस्तुत करने हेतु दी गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर दी गई है कि यह भारतीय रिज़र्व बैंक या इसके किसी प्राधिकरण या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाताओं के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक करार के संबंध में आगे बढ़ने या करार के कन्फिगरेशन को बदलने, इस दस्तावेज में दर्शाई गई समय-सारणी को परिवर्तित करने या लागू प्रक्रम या प्रक्रिया में बदलाव करने का अधिकार सुरक्षित रखता है। इस संबंध में रुचि अभिव्यक्ति करने वाली किसी भी पार्टी पर आगे विचार न करने का अधिकार भी बैंक के पास सुरक्षित है।

रुचि अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति अदा नहीं की जाएगी। भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।



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## खंड ए: ई-निविदा की अनुसूची

ई-निविदा सं.	आरबीआई/चेन्नै/संपदा/39/21-22/ईटी/48
कार्य का विवरण	'बैंक के मुख्य कार्यालय परिसर (एनेक्स बिल्डिंग और आवश्यक सेवाएं स्टाफ क्वार्टर्स सहित) में हाउसकीपिंग सेवाएं प्रदान करने के लिए विस्तृत वार्षिक रखरखाव संविदा (सीएएमसी)'
निविदा का प्रकार	ई-निविदा ( <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> के माध्यम से ऑनलाइन भाग-1-तकनीकी-वाणिज्यिक बोली और भाग-2 मूल्य बोली)
12 महीने के लिए अनुमानित लागत	₹112 लाख (रुपये एक सौ बारह लाख मात्र)
बयाना जमा राशि	₹ 2,24,000/- (रुपये दो लाख चौबीस हजार मात्र)
कार्यनिष्पादकता बैंक गारंटी	संविदा मूल्य का 5% (सफल एजेंसी द्वारा बैंक गारंटी के रूप में उपलब्ध करवाई जानी है)
परिनिर्धारित हर्जाना	संविदा मूल्य का अधिकतम 10%
डाउनलोड करने के लिए पार्टियों को उपलब्ध एनआईटी (निविदा आमंत्रण सूचना) की दिनांक	21 जुलाई 2021 को 16.00 बजे से
बोली-पूर्व बैठक	05 अगस्त 2021 को 11.00 बजे ऑफलाइन (स्थान: भारतीय रिज़र्व बैंक, दूसरी मंजिल, संपदा विभाग, राजाजी साल्लै, फोर्ट ग्लेसिस, चेन्नै 600 001) और 05 अगस्त 2021 को 11.00 बजे सिसको वेबेक्स (ऑनलाइन) के माध्यम से नोट: प्रतिभागियों को सूचित किया जाता है कि उल्लिखित मेल आईडी के माध्यम से बैठक में भाग लेने की पुष्टि एक दिन पहले करें ताकि आवश्यक व्यवस्थाएं की जा सकें।
ईएमडी प्रस्तुत करने की अंतिम दिनांक	19 अगस्त 2021 को 14:00 बजे
तकनीकी-वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की दिनांक	09 अगस्त 2021 को 16:00 बजे
तकनीकी-वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा बंद करने की दिनांक	19 अगस्त 2021 को 15:00 बजे
भाग-I खोलने की दिनांक (तकनीकी-वाणिज्यिक बोली)	19 अगस्त 2021 को 16:00 बजे
भाग-II खोलने की दिनांक (मूल्य बोली)	यदि बोलीकर्ताओं द्वारा कोई विशेष शर्तें नहीं रखी गई हैं तो निविदा का भाग II (मूल्य बोली) उसी दिन या फिर बाद की तारीख में खोला जाएगा जिसके बारे में बोलीकर्ताओं को सूचित किया जाएगा।
लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे/ एनईएफटी/ आरटीजीएस

## खंड बी: ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश

बोलीकर्ताओं से अनुरोध किया जाता है कि ऑनलाइन निविदा प्रस्तुत करने से पहले नीचे दी गई ई-निविदा प्रक्रिया की महत्वपूर्ण शर्तों और इस निविदा की निबंधन और शर्तों को पढ़ लें।

### ई-निविदा की प्रक्रिया :

A) पंजीकरण :एमएसटीसी ई- प्रोक्यूरमेंट पोर्टल में निविदाकारों का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही, निविदाकारों को अपनी बोली इलेक्ट्रॉनिकली प्रस्तुत कर सकते हैं। तकनीकी बोली और साथ ही वाणिज्यिक बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। निविदाकारों के पास श्रेणी III साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए निविदाकारों 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 नोट: तकनीकी बोली और वाणिज्यिक बोली को [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) में ही प्रस्तुत करें।

1) निविदाकारों को निम्न पर अपना पंजीकरण कराना आवश्यक है। [www.mstcecommerce.com](http://www.mstcecommerce.com) → 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 निविदाकारों को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जनित मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए (ई-निविदा के निर्धारित समय से पहले) निविदाकार आरबीआई/एमएसटीसी से संपर्क कर सकते हैं।

संपर्क व्यक्ति (आरबीआई):

1. श्री पी चंद्रशेखर (प्रबंधक, संपदा विभाग)  
044-2539 9027/ ([pchandrasekar@rbi.org.in](mailto:pchandrasekar@rbi.org.in))
2. श्री राजेश बोनागिरी (सप्र, संपदा विभाग) )  
044- 2539 9066 / ([rajeshbonagiri@rbi.org.in](mailto:rajeshbonagiri@rbi.org.in))

संपर्क व्यक्ति (एमएसटीसी लिमिटेड) केवल कार्य समय के दौरान)

1. श्री. वी गणेश मूर्ति -9176616410
2. श्री षण्मगम - 9176397264
3. एमएसटीसी हेल्पलाइन-7338878731

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

B) सिस्टम आवश्यकताएं:

- i) विंडोज़ 7 या उससे ऊपर का ओपरेटिंग सिस्टम
- ii) आईई-7 और उससे ऊपर का इंटरनेट ब्राउजर
- iii) साइनिंग टाइप का डिजिटल हस्ताक्षर
- iv) सिस्टम में नवीनतम अद्यतन किया गया JRE 8 (x86 Offline) सॉफ्टवेयर जिसे डाउनलोड करके सिस्टम में इंस्टॉल किया जाए।

साइनर बॉक्स में DSC के प्रकटीकरण के लिए "Protected Mode" को डिस्बेल करने के लिए निम्नलिखित सेटिंग्स करें -

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

अन्य सेंटिंग्स:

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

सभी active X controls और ‘use pop up blocker’ को डिसेबल करने के लिए Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

तकनीकी-वाणिज्यिक बोली और मूल्य बोली [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) पर ऑनलाइन ही प्रस्तुत करनी होंगी। निविदाएं विनिर्दिष्ट तारीख और समय पर इलक्ट्रोनिकली ही खोली जाएंगी।

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

### **लेन-देन शुल्क संबंधित विशेष नोट:**

निविदाकार लॉगिन में “My Menu” लिंक के तहत दिए गए “Transaction Fee Payment” द्वारा निविदाकार लेन-देन शुल्क का भुगतान करेंगे। निविदाकारों को ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। निविदाकारों को या तो एनईएफटी अथवा नेट बैंकिंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी। एनईएफटी का चयन करने पर निविदाकारों द्वारा फार्म भरे जाने पर एक चालान जनित होगा। निविदाकार चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पेंमेंट चुनने पर निविदाकर्ता को अपने डेबिट/क्रेडिट कार्ड/नेट बैंकिंग से भुगतान करने के प्रावधान उपलब्ध होंगे। एमएसटीएस के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेनदेन शुल्क स्व प्राधिकृत हो जाएंगे और निविदाकारों को सिस्टम जनित मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रतिदेय है। निविदाकार लेन-देन शुल्क का भुगतान किए बिना ऑनलाइन निविदा एक्सेस नहीं कर पाएंगे।

### **ध्यान दें:**

बोलीकर्ताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेन-देन 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 द्वारा भेजी जाएगी। इसलिए निविदाकारों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। निविदाकारों से यह भी अनुरोध है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता सुनिश्चित करें। एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

### **ई-निविदा में बोली लगाना:**

1. बयाना जमाराशि भारतीय रिज़र्व बैंक के खाते में 19 अगस्त 2021 को 14.00 बजे तक या उससे पूर्व ₹2,24,000/- (रुपए दो लाख चौबीस हजार मात्र ) की राशि बयाना जमाराशि के रूप में प्रेषित की जाएगी।

एनईएफटी लेनदेन के लिए खाता विवरण निम्नानुसार हैं-

लाभार्थी का नाम: RBI CHENNAI

आईएफएससी: RBIS0CNPA01 (पांचवा और दसवां अंक शून्य है)

खाता संख्या: 8693309

लेन-देन संख्या (स्कैन की हुई प्रति) के साथ प्रेषण का प्रमाण संलग्न / अपलोड किया जाएगा। बोलीकर्ताओं को लेन-देन संख्या (स्कैन की हुई प्रतिलिपि) के साथ प्रेषण का प्रमाण भी [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in) पर भेजने के बारे में सूचित किया जाता है। उक्त राशि का प्रेषण करते समय टिप्पणी कॉलम ए में 'EMD-ESTATE DEPARTMENT' लिखा जाए। ऐसी निविदा जिसके साथ इस प्रकार की ईएमडी नहीं है उस पर विचार नहीं किया जाएगा। ईएमडी पर कोई ब्याज नहीं दिया जाएगा। असफल निविदाकारों की ईएमडी को निविदा आमंत्रित करने वाले प्राधिकारी द्वारा यथासमय लौटा दिया जाएगा।

- a. इस प्रक्रिया में तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया शामिल है।
- b. निविदाकार जिन्होंने लेन-देन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event. पर अपनी बोलियां प्रस्तुत कर सकते हैं।
- c. निविदाकारों के पास रनिंग जावा एप्लिकेशन होना चाहिए। बोली फ्लोर के शुरू होने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्तें / वाणिज्यिक विनिर्देशन भर कर उन्हें सेव करना होगा। इसके बाद वे तकनीकी-वाणिज्यिक बोली पर क्लिक करें। यदि यह जावा एप्लिकेशन काम नहीं कर रहा है तो निविदाकार अपनी तकनीकी-वाणिज्यिक बोली को सेव / प्रस्तुत नहीं कर पाएंगे।
- d. तकनीकी-वाणिज्यिक बोली भरने के बाद, निविदाकारों को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा। एक बार मूल्य बोली लिंक एक्टिव हो जाता है और विवरण भर दिया जाता है तो निविदाकारों को मूल्य बोली को रिकार्ड करने के लिए "सेव" पर क्लिक करना होगा। तकनीकी-वाणिज्यिक बोली और मूल्य बोली दोनों को सेव करने के बाद, निविदाकारों को बोलियां पंजीकृत करने के लिए "फाइनल सबमिशन" बटन पर क्लिक करना होगा।
- e. निविदा के भाग I (तकनीकी-वाणिज्यिक बोली) के दस्तावेजों को जहां विवरण भरे और हस्ताक्षरित किए जाते हैं, अपलोडेड निविदा दस्तावेज़, विवरण भरे, हस्ताक्षरित और अपलोड किए गए, से डाउनलोड किए जा सकते हैं।
- f. निविदाकारों 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, निविदाकारों 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, निविदाकार 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 अवधि के लिए खुला रहेगा।
- j. ई-निविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां निविदाकारों पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उन निविदाकारों द्वारा दी गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसकी स्वीकृति खरीदार और निविदाकारों के बीच आपूर्ति के निष्पादन के लिए बाध्यकारी निविदा तैयार करेगी।
- k. सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इन्हें स्वीकार नहीं किया जाएगा।

1. 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।

निविदा दस्तावेज के नियम और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी निविदाकार द्वारा ई-निविदा प्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली (यों) की प्राप्ति की निर्धारित तिथि में विस्तार करने का अधिकार है।

निविदाकारों से अनुरोध है कि बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए निविदाकार गाइड को पढ़ लें और पृष्ठ [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) में वीडियो देखें।

**निविदाकारों से अनुरोध किया जाता है कि वे कार्य संविदा में जीएसटी के बिना दरों को कोट करें। कोट की गई दरों में कोई बदलाव स्वीकार नहीं किया जाएगा।**



### खंड- सी: ई निविदा में भाग लेने के लिए पात्रता मानदंड

1. भारतीय रिज़र्व बैंक, चेन्नै बैंक के मुख्य कार्यालय परिसर (एनेक्स बिल्डिंग और आवश्यक सेवाएं स्टाफ क्वार्टर्स) में हाउसकीपिंग सेवाएं प्रदान करने के लिए विस्तृत वार्षिक रखरखाव संविदा (सीएएमसी) के लिए दो भागों में ई-निविदा आमंत्रित करता है। कार्य की अनुमानित लागत जीएसटी सहित ₹112 लाख (रुपए एक सौ बारह लाख मात्र) प्रति वर्ष है।
2. ई निविदा में भाग लेने के लिए पात्रता मानदंड: निम्नलिखित पात्रता मानदंड पूरा करने वाली कंपनी/फर्म/संविदाकार आवेदन के लिए पात्र है:

क्रम सं	अर्हक मानदंड	आवश्यकता
(ii)	अनुभव की अवधि	इच्छुक निविदाकार के पास समान कार्यों को करने का न्यूनतम 5 वर्ष का अनुभव होना चाहिए ( जिस माह में आवेदन आमंत्रित किए गए हैं उसके पिछले माह के अंतिम दिन तक पिछले 5 वर्षों में)। आवेदक को पिछले 5 वर्षों के दौरान उनके द्वारा किए गए कार्य का विवरण दर्शाते हुए उनके ग्राहकों की सूची प्रस्तुत करनी चाहिए। सूची में निम्न विवरण शामिल होंगे जैसे ग्राहक का नाम, निष्पादित कार्य का मूल्य, कार्य प्रारंभ और समाप्ति की दिनांक, विलंब का कारण, यदि कोई हो तो, आदि। आवेदक को 5 वर्षों के न्यूनतम अनुभव के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करना चाहिए।
(iii)	पूरा किए गए प्रत्येक कार्य का न्यूनतम मूल्य (अर्हकारी)	आशयित निविदाकार द्वारा 30 जून 2021 को समाप्त पिछले 5 वर्ष की अवधि में इसी प्रकार के कार्यों को सफलतापूर्वक निष्पादित किया हो: <ul style="list-style-type: none"> <li>• <b>तीन</b> कार्य जिनमें प्रत्येक की लागत रु 44.80 लाख से कम न हो या</li> <li>• <b>दो</b> कार्य जिनमें प्रत्येक की लागत रु 56 लाख से कम न हो या</li> <li>• <b>एक</b> कार्य जिनमें प्रत्येक की लागत रु 89.60 लाख से कम न हो ।</li> </ul>
(iv)	वार्षिक टर्नओवर	केवल वे फर्म जिनका पिछले 3 वर्ष के दौरान, अर्थात 31 मार्च 2021 तक (वित्तीय वर्ष 2018-19,2019-20 और 2020-21 ) न्यूनतम वार्षिक टर्नओवर रु 112 लाख (रुपये एक सौ बारह लाख मात्र) है, निविदा करने के लिए पात्र होंगे। चार्टर्ड एकाउंटेंट से एक प्रमाणपत्र भी होना चाहिए जिसमें इन वित्तीय वर्षों की टर्नओवर को इंगित किया गया हो।
(v)	शोधन-क्षमता/बैंकर प्रमाणपत्र	फर्म को आशयित बोलीकर्ता के बैंकर द्वारा जारी किया शोधन-क्षमता प्रमाण-पत्र प्रस्तुत करना चाहिए जो कि रु 112 लाख (रुपये एक सौ बारह लाख मात्र) की राशि के लिए इस निविदा के प्रयोजन के लिए विशेष रूप से हो। (अनुबंध- VII)
(vi)	सेवा सेट अप	पूर्ण सज्जित सेवा सेट अप विनिर्दिष्ट कार्य के लिए चेन्नै में उपलब्ध होना चाहिए जहां से नियमित रूप से गुणवत्ता पूर्वक सेवा प्रदान की जा सके। सर्विस सेट अप के साक्ष्य के रूप में ट्रेड लाइसेंस की प्रति प्रस्तुत की जानी चाहिए।

- बोलीकर्ता को 30 जून 2021 को समाप्त वर्ष से पिछले 5 वर्षों में किसी भी आधार पर भारत में किसी भी स्थान पर भारतीय रिज़र्व बैंक सहित किसी भी सांविधिक प्राधिकरण/संगठन द्वारा निलंबित/सूची से हटाया /काली सूची में रखा जाना/प्रतिबंधित नहीं किया गया हो या ऐसी कोई प्रक्रिया कंपनी/इकाई या उसके निदेशकों के खिलाफ शुरू नहीं की गई हो।

- 30 जून 2021 को समाप्त वर्ष से पिछले 5 वर्षों में ईपीएफ, ईएसआई, बोनस, न्यूनतम मजदूरी या अन्य भुगतान जैसे वैधानिक प्रावधानों के उल्लंघन / कमी के लिए किसी भी प्राधिकरण / न्यायालय द्वारा कोई कार्यवाही लंबित या पारित आदेश नहीं होना चाहिए।
- 30 जून 2021 को समाप्त वर्ष से पिछले 5 वर्षों में निर्धारित अवधि की समाप्ति से पहले बोलीकर्ता द्वारा अपने किसी भी ग्राहक द्वारा प्रदान की गई निविदा को रद्द/छोड़ा नहीं गया हो।
- बोलीकर्ता का रिकार्ड साफ होना चाहिए और किसी गैरकानूनी/अवैध गतिविधियों या वित्तीय बैंकिंग धोखाधड़ी में वह शामिल नहीं हुआ होना चाहिए। पुलिस/न्यायालय/विनियामक प्राधिकारियों के पास बोली लगाने वाले या प्रोपराइटर/भागीदारों/निदेशकों के मामले में क्रमशः प्रोपराइटर/ भागीदार फर्म /कंपनी के विरुद्ध कोई मामला दर्ज नहीं होना चाहिए।

नोट: इच्छुक बोलीकर्ता जो उपरोक्त मापदंडों को पूरा करते हैं उन्हें अपने पत्रशीर्ष पर इस आशय की घोषणा/वचनबद्धता प्रस्तुत करनी होगी।

आगे, बैंक किसी भी समय संविदा को समाप्त कर सकता है यदि यह पाया जाता है कि निविदाकार ने निविदा पर विचार किए जाने के लिए गलत जानकारी प्रदान की है और साथ ही उसके द्वारा प्रतिभूति जमाराशि के रूप में जमा की गई बैंक गारंटी को पूरी तरह या आंशिक रूप से जब्त कर लिया जाएगा।

### 3. कंपनी / फर्म / एजेंसी का विवरण:

क. कंपनी / फर्म / एजेंसी के पूर्ण विवरण विस्तार से प्रस्तुत किया जाना आवश्यक है। कंपनी के मामले में, पंजीकरण प्रमाणपत्र, कंपनी का ज्ञापन और संस्था के अंतनियम और अन्य संबंधित कागजात और अन्य सभी निदेशकों और उत्तरदायी अधिकारियों के प्रासंगिक दस्तावेजों और विवरणों को प्रस्तुत किया जाना आवश्यक है। भागीदारी फर्म के मामले में, भागीदारी विलेख, पावर ऑफ अटॉर्नी, यदि कोई हो तो, और फर्म का गठन करने वाले सभी भागीदारों के विवरण; और किसी एजेंसी या प्रोपराइटरशिप के मामले में, नाम(मों) और पते(तों) सहित संबंधित व्यक्ति / व्यक्तियों के विवरण प्रस्तुत किया जाना आवश्यक है।

ख. पिछले तीन वित्तीय वर्ष की अवधि के लिए संविदाकार के व्यवसाय के विनिर्दिष्ट खातों की एक प्रति के साथ बैंकों से नवीनतम ऋण पात्रता प्रमाणपत्र और आयकर निर्धारण आदेश की प्रति जो कि चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित हो, ऋण पात्रता और टर्नओवर के साक्ष्य के रूप में प्रस्तुत की जानी चाहिए।

ग. बैंकर्स के नाम और पते के बारे में पूरी जानकारी के साथ लिखित जानकारी जैसे नाम, वर्तमान संपर्क डाक पते, ई-मेल आईडी, टेलीफोन (कार्यपालकों के लैंडलाइन और मोबाइल) नंबर, संपर्क कार्यपालकों ( अर्थात ऐसे व्यक्ति जिन्हें आवश्यकता होने पर उनके बैंक के कार्यालय में संपर्क किया जा सके।) (अनुबंध VII)

### 4. प्रस्तुत किए जाने वाले दस्तावेज/ विवरण :

- i. लागू कर पंजीकरणों की प्रतियां यथा पैन, टिन, जीएसटी आदि
- ii. संबंधित प्राधिकारियों द्वारा जारी कंपनी/ फर्म/ एजेंसी के पंजीकरण प्रमाणपत्र की प्रति
- iii. ईपीएफ पंजीकरण प्रमाणपत्र और ईएसआई पंजीकरण प्रमाणपत्र की प्रतियां
- iv. एमएसएमई फर्मों के लिए एमएसएमई पंजीकरण प्रमाणपत्र
- v. हाउसकीपिंग सेवाएँ उपलब्ध करवाने के लिए ठेका श्रण( विनियमन और उन्मूलन) अधिनियम

- 1970 के अंतर्गत लाइसेंस की प्रति
- vi. ग्राहकों (जिनके कार्यनिष्पादन प्रमाणपत्रों को न्यूनतम पात्रता स्थापित करने के लिए प्रस्तुत किया गया है) के लिए प्राप्त किए गए श्रम लाइसेंस अनिवार्य रूप से प्रस्तुत किए जाने हैं यदि आपूर्ति की गई श्रम शक्ति 20 या उससे अधिक थी।
  - vii. पूरे ब्यौरे के साथ वर्तमान ग्राहकों के नाम और पते जहां निविदाकर वर्तमान में इसी प्रकार का कार्य निष्पादित कर रहा है।
  - viii. यदि किसी भी निष्पादित की गई/निष्पादित की जा रही किसी संविदा में 30 जून 2021 को समाप्त वर्ष से पिछले 5 वर्षों के दौरान कोई सिविल याचिका/विवाद/निलंबन/ हुआ हो तो उसका ब्यौरा दें। यदि हां तो परियोजना का नाम, नियोक्ता, कार्य की प्रकृति, संविदा मूल्य, कार्य आदेश और दिनांक और याचिका के संक्षिप्त ब्यौरे दें, याचिकाओं/ सिविल याचिकाओं/विवादों की स्वसाक्ष्यांकित प्रतियां उपलब्ध करवाएं।
  - ix. निविदाकार के किसी भी ऋण को किसी भी बैंक द्वारा एनपीए घोषित किया गया हो उसके ब्यौरे दें यदि कोई हो तो।
  - x. अन्य कोई कागजात या जानकारी जो निविदाकार देना चाहे।
  - xi. अन्य कोई कागजात जिन्हें जब कभी भी बैंक द्वारा मांगा जाए।
5. समाप्त कार्य का ब्यौरा: कार्य (कार्यों) के ग्राहक-वार नाम, कार्य (कार्यों) निष्पादन के वर्ष, दिए गए और निष्पादित कार्य (कार्यों) की वास्तविक लागत, ऐसे अधिकारियों/ प्राधिकारियों/ विभागों का पूरा संपर्क ब्यौरा, जिनके अंतर्गत कार्य निष्पादित किए गए, प्रस्तुत किए जाने चाहिए। अपने ग्राहकों, जिनके अंतर्गत इस नोटिस में वर्णित पात्रता (पूर्व-अर्हता) मानदंड के संदर्भ में 'पात्र कार्य' पूरे किए गए हैं, से अनुबंध-।।। में दिए गए एफार्मेट के अनुसार ग्राहक रिपोर्ट।
6. साइट/क्लाइंट दौरा:
- क. इसी प्रकार की सुविधाओं पर बोलीकर्ता द्वारा प्रदान की जा रही सेवा की गुणवत्ता( बैंक द्वारा इसका निर्धारण क्लाइंट फीडबैक/साइट दौरा रिपोर्टों के आधार पर किया जाएगा और इस संबंध में बैंक का निर्णय अंतिम और बाध्यकारी होगा)।
- ख. उपर्युक्त मानदंड के अनुसार बोलीकर्ताओं की वर्तमान संविदाओं की गुणवत्ता और अन्य पहलुओं का निर्धारण करने के लिए मूल्यांकन समिति के सदस्य साइट का दौरा कर सकते हैं। ऐसे स्थानों की सूची अर्थात तमिलनाडु में ग्राहकों के पूरे पतों के ब्यौरों, संपर्क व्यक्तियों के संपर्क ब्यौरों के साथ उपलब्ध करवाई जानी चाहिए।
- ग. केवल उन्हीं फर्मों की मूल्य बोलियों पर खोलने के लिए विचार किया जाएगा जिनका स्कोर निम्नलिखित क्षेत्रों में 100 में से 75 से अधिक होगा।
- i. हाउसकीपिंग और रखरखाव का स्तर- 50 अंक( अधिकतम)
  - ii. ग्राहक फीडबैक—25 अंक (अधिकतम)
  - iii. साइट पर नियोजित किए गए स्टाफ की प्रतिक्रिया देने में त्वरितता और सौम्य प्रवृत्ति- 25 अंक(अधिकतम)
7. छानबीन के बाद यदि कोई संविदाकार अपेक्षित पात्रता न रखते हुए पाया जाए तो बैंक आगे की प्रक्रिया हेतु उसकी निविदा को विचारार्थ नहीं लेगा।
8. निविदा दो भागों में ई-टेंडरिंग के माध्यम से प्रस्तुत की जाए। भाग-। निविदा में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी-वाणिज्यिक शर्तें होंगी।
9. ईएमडी अदा करने का प्रमाण एमएसटीसी पोर्टल में अपलोड किया जाए।

10. निविदा का भाग-1 निविदाकार के प्राधिकृत प्रतिनिधि, जो उपस्थित होना चा है, की उपस्थिति में 19 अगस्त 2021 को अपराह्न 04.00 बजे खोला जाएगा। निविदा का भाग-1। किसी बाद की तारीख को खोला जाएगा, जिसकी सूचना निविदाकारों को यथासमय दी जाएगी।

11. बैंक निविदाकार के ग्राहकों और बैंकरों से उसके पूर्व कार्यनिष्पादन संबंधी रिपोर्टें मांग सकता है। बैंक निविदा का भाग-1। खोलने से पहले भाग-1 में उल्लिखित मूल्यांकन मानदंड के अनुसार उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी भी समय निविदाकार के संबंध में यह पाया जाता है कि वह निविदा प्रक्रिया में सहभागिता हेतु अपेक्षित पात्रता नहीं रखता है और/ या उसके ग्राहकों और/ या उसके बैंकरों से प्राप्त उसके कार्यनिष्पादन संबंधी रिपोर्ट संतोषजनक नहीं है तो बैंक के पास यह अधिकार है कि वह निविदा का भाग-1 खोले जाने के बाद भी उसके प्रस्ताव को अस्वीकार करे और निविदा का भाग-1। खोला नहीं जाएगा और ईएमडी उसे वापस कर दी जाएगी। बैंक ऐसा करने के लिए कोई कारण बताने हेतु बाध्य नहीं है।

12. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी निविदा को पूर्णतः या अंशतः स्वीकार करने का अधिकार बैंक के पास सुरक्षित है। बैंक को यह अधिकार है कि वह बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करे।

13. ग्राहकों की रिपोर्ट केवल उस स्थिति में स्वीकृत की जाएगी जब वह सरकारी/ अर्ध सरकारी संगठन या किसी पीएसयू के मामले में प्रशासन के प्रभारी अधिकारी या समक्ष अधिकारी द्वारा हस्ताक्षरित की गई हो तथा साथ ही, निविदाकार द्वारा किए गए कार्य के लिए प्राप्त भुगतान के संबंध में पर्याप्त प्रमाण द्वारा उसका समर्थन किया गया हो। निजी संगठनों द्वारा जारी ग्राहक रिपोर्ट स्रोत पर कर कटौती (टीडीएस) संबंधी प्रमाणपत्रों के साथ प्रस्तुत की जाए। उक्त प्रमाणपत्र के बिना प्रस्तुत आवेदनों/ निविदाओं को अस्वीकृत किया जाएगा। बैंक इन प्रमाणपत्रों का सत्यापन स्वतंत्र रूप से करने का अधिकार सुरक्षित रखता है।

14. मैं/ हम एतद्वारा घोषित करता/ करती हूं/ करते हैं कि हमने पात्रता संबंधी मानदंड की अनुसूची को पढ़कर समझ लिया है और उक्त सभी शर्तों को समझकर पढ़ लिया है, जो मेरे/ हमारे लिए बाध्यकारी रहेंगी।

निविदाकार के हस्ताक्षर व नाम मुहर सहित

पता:

तारीख:

## खंड डी: निविदा फार्म

सेवा में

क्षेत्रीय निदेशक, तमिलनाडु और पुदुचेरी  
संपदा विभाग

भारतीय रिज़र्व बैंक

फोर्ट ग्लेसिस, राजाजी साल्लै

चेन्नै -600001

स्थान: चेन्नै

दिनांक:

महोदय,

ई-निविदा आमंत्रण सूचना, विनिर्देशनों, मात्रा अनुसूची, विभिन्न अनु सूचियों, संविदा की सामान्य शर्तों और खंडों, संविदा की विशेष शर्तों, बोलीकर्ताओं से संबंधित सामान्य नियमों व अनुदेशों तथा इसमें इसके बाद दिए गए ज्ञापन में विनिर्दिष्ट कार्यों के संबंध में निविदा दस्तावेज में दी गई अन्य सभी विषय-वस्तुओं को पढ़ने और उनकी जांच करने के बाद एवं उक्त ज्ञापन में विनिर्दिष्ट कार्यों की जांच करने के बाद तथा निविदा को प्रभावित करने वाली अपेक्षित जानकारी हासिल करने के बाद, मैं/ हम मात्रा संलग्न अनुसूची में बताई गई दरों पर और संविदा की शर्तों, करार की शर्तों, विशेष अनुदेशों, मात्रा अनुसूची तथा संविदा की विशेष शर्तों में संदर्भित लिखित विनिर्देशनों एवं अनुदेशों और इस प्रकार उपलब्ध कराई गई सामग्रियों के अनुसार और ऐसी शर्तों, जहां तक लागू हों, के अनुसार उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर उक्त ज्ञापन में विनिर्दिष्ट कार्य को पूरी तरह निष्पादित करने का प्रस्ताव करता हूं/ करते हैं।

### ज्ञापन

(a)	कार्य का विवरण	बैंक के मुख्य कार्यालय परिसर (एनेक्स बिल्डिंग और आवश्यक सेवाएं स्टाफ क्वार्टर्स सहित) में हाउसकीपिंग सेवाएं प्रदान करने के लिए विस्तृत वार्षिक रखरखाव संविदा (सीएएमसी)
(b)	एएमसी अवधि	01 अक्टूबर 2021 से 31 मार्च 2022 ( आरंभ में संविदा 06 महीने की अवधि के लिए प्रदान की जानी है जिसका संविदा की शर्तों को संतोषजनक ढंग से एजेंसी द्वारा पूरा किए जाने पर अगले दो वर्षों वित्तीय वर्ष 2022-23 और 2023-24 के लिए नवीकरण किया जा सकता है)
(c)	अनुमानित लागत	₹112 लाख (रुपए एक सौ बारह लाख मात्र) 18 % जीएसटी सहित
(d)	बयाना जमाराशि	₹2,24,000/-(रुपए दो लाख चौबीस हजार मात्र) प्रत्येक बोलीकर्ता से
(e)	कार्यनिष्पादन बैंक गारंटी	संविदा मूल्य 5% (सफल एजेंसी द्वारा बैंक गारंटी के रूप में उपलब्ध करवाया जाना है)
(f)	परिनिर्धारित हर्जाना	संविदा मूल्य के अधिकतम 10 % तक

2. हम बोली के साथ कार्य प्रदान करने के समय ₹2,24,000/-(रुपए दो लाख चौबीस हजार मात्र) भारतीय रिज़र्व बैंक के पास बयाना जमा राशि के रूप में जमा करने का वचन देते हैं जिस पर कोई ब्याज देय नहीं होगा। जब हमें कार्य निष्पादित करने के लिए कहा जाता है और हम कार्य निष्पादित करने में असफल रहते हैं तो हम इससे सहमत हैं कि इस राशि को भारतीय रिज़र्व बैंक द्वारा जब्त कर लिया जाएगा। हम संविदा की पूरी अवधि के दौरान बैंक गारंटी को वैध रखने के लिए भी सहमत हैं।

3. हम इससे भी सहमत हैं कि निविदा का भाग 1 खोलने की दिनांक से हमारी निविदा 90 दिनों तक बैंक के लिए स्वीकार करने के लिए वैध रहेगी और वैधता की यह अवधि बैंक और हमारे बीच लिखित आपसी सहमति के बाद बढ़ाई जा सकती है।

4. निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित राशि को भारतीय रिज़र्व बैंक द्वारा जब्त और भुगतान किए जाने के लिए सहमत हूँ/हैं।

5. मैं/ हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है।

6. निविदा दो भागों में प्रस्तुत की गई है। भाग -1 में सभी वाणिज्यिक शर्तें और तकनीकी ब्यौरे, ईमडी और भाग 2 में बैंक के प्रोफार्मा में केवल मूल्य बोली है।

7. यदि यह निविदा स्वीकार की जाती है तो मैं/हम यहां अनुबंध में दी गई शर्तों और प्रावधानों को जहां तक वे लागू हैं, का पूरी तरह से पालन करने के लिए सहमत हैं और यदि इसमें चूक होती है तो कथित शर्तों में उल्लिखित शर्तों में उल्लिखित राशि को भारतीय रिज़र्व बैंक को भुगतान करने के लिए सहमत हैं।

8. बोली पूर्व बैठक:

क) इस दस्तावेज के संबंध में कोई स्पष्टीकरण प्राप्त करने के लिए निविदाकार इस दस्तावेज में उल्लिखित ई-मेल पते पर बैंक से लिखित में संपर्क करेंगे। यह संपर्क बोली पूर्व बैठक की दिनांक से एक दिन पहले तक किया जा सकता है या निविदाकार बोली पूर्व बैठक के दौरान अपने प्रश्न पूछ सकते हैं।

ख) निविदाकारों के पदनामित प्रतिनिधियों को 05 अगस्त 2021 को पूर्वाह्न 11.00 बजे (स्थान: भारतीय रिज़र्व बैंक, संपदा विभाग, दूसरी मंजिल, राजाजी सालै, फोर्ट ग्लेसिस, चेन्नै 600001) ऑफलाइन बोली पूर्व बैठक और 05 अगस्त 2021 को पूर्वाह्न 11.00 बजे सिसको वेबेक्स (ऑनलाइन) में भाग लेने के लिए आमंत्रित किया जाता है। बैठक का उद्देश्य इस स्तर पर उभरे मुद्दों को स्पष्ट करना और प्रश्नों के उत्तर देना है।

ग) कोविड-19 परिदृश्य को देखते हुए बैठक की दिनांक और समय बदल सकता है। बैंक अपने विवेकानुसार यदि आवश्यक समझे तो बोली पूर्व बैठक को रद्द कर सकता है।

नोट: सभी निविदाकार कृपया यह नोट करें कि इस निविदा में कोई भी संशोधन/शुद्धिपत्र यदि भविष्य में जारी किए जाते हैं तो उन्हें आरबीआई और एमएसटीसी की वेबसाइट पर जारी किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

हमारे बैंकर निम्नानुसार हैं : (पूरा पता)

(i)	
(ii)	

हमारी फर्म के भागीदारों के नाम निम्नानुसार है:

(i)	
(ii)	

फर्म के भागीदारों के नाम जो हस्ताक्षर करने के लिए प्राधिकृत है	
अथवा	
निविदा पर हस्ताक्षर करने के लिए मुख्तारनामा (पावर ऑफ अटॉर्नी) रखने वाले व्यक्ति का नाम (मुख्तारनामा की प्रमाणित प्रतिलिपि संलग्न की जानी चाहिए)	

भवदीय,  
संविदाकार के हस्ताक्षर:  
साक्षियों के हस्ताक्षर और पते:

क्रम सं	हस्ताक्षर	पता
(i)		
(ii)		

## खंड ई: एएमसी करार

यह करार एक ओर मैसर्स ----- जिसका पंजीकृत कार्यालय -----चेन्नै-600 010 में है ( जिसे इसके बाद संविदाकार कहा गया है)

और

दूसरी ओर भारतीय रिज़र्व बैंक, चेन्नै जिसका केंद्रीय कार्यालय मुंबई में है और जिसका गठन भारतीय रिज़र्व बैंक अधिनियम, 1934 के प्रावधानों के अंतर्गत किया गया है (जिसे इसके बाद " बैंक" कहा गया है) के बीच (माह), (वर्ष) के ----- दिन को किया गया।

जबकि बैंक बैंक के मुख्य कार्यालय परिसर (एनेक्स बिल्डिंग और आवश्यक सेवाएं स्टाफ क्वार्टर्स सहित) में हाउसकीपिंग सेवाएं प्रदान करने के लिए विस्तृत वार्षिक रखरखाव संविदा (सीएएमसी) के नियमित प्रचालन, ब्रेक डाउन/निवारक/नियमित रखरखाव के प्रावधान का इच्छुक है।

और जबकि संविदाकार मूल एएमसी के अनुसार सहमत नियत शर्तों और कार्य की व्याप्ति में विस्तार से दिए गए अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/घटाने के कारण कार्य में होने वाली वृद्धि/कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमत किए गए अनुसार और प्राकृतिक रूप से एएमसी की प्रकृति से उत्पन्न होने वाली शर्तों (जिन सभी को इसके बाद सामूहिक रूप से तथाकथित "शर्तें" कहा गया है) के अनुसार काम को जो कथित कार्य की व्याप्ति में वर्णित है उसे एएमसी में निर्धारित दर पर गणना पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित संविदा राशि" कहा गया है) कार्य करने के लिए सहमत है।

अब एतद्वारा निम्न सहमति हुई है:

1. संविदाकार कथित शर्तों/एएमसी अवाई पत्र में उल्लिखित तरीके के अनुसार कथित संविदा राशि के भुगतान करने के मद्देनजर कथित शर्तों के अधीन कार्य की व्याप्ति में वर्णित काम पूरा करेगा।
2. बैंक संविदाकार को कथित संविदा राशि कथित शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।
3. आयकर विभाग द्वारा समय-समय पर जारी और वर्तमान में लागू दिशानिर्देशों के अनुरूप बैंक स्रोत पर कर (टीडीएस) और अन्य किसी कानून के अंतर्गत लागू कटौती करेगा। संबंधित कानून में दिए गए अनुसार कटौती नहीं किए जाने के लिए उपयुक्त प्रमाणपत्र निर्धारित समय सीमा के अंदर बैंक द्वारा ऐसी कटौती किए जाने से पूर्व प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।
4. महाप्रबंधक/ उप महाप्रबंधक/ सहायक महाप्रबंधक, संपदा विभाग, चेन्नै बैंक की ओर से प्राधिकृत प्राधिकारी हैं।
5. एएमसी प्रदान करने संबंधी पत्र, करार और यहां उल्लिखित दस्तावेज इस संविदा के आधारभूत घटक होंगे।
6. यह संविदा रु -----/-(रुपये ----- मात्र) की दर पर है। और की अवधि के लिए वैध है
7. संविदाकार द्वारा नियुक्त व्यक्तियों के कार्यों/गलतियों के कारण या संविदाकार के कार्यों/गलतियों के कारण बैंक को हुए किसी नुकसान/हानि की भरपाई संविदाकार द्वारा की जाएगी।
8. संविदाकार न्यूनतम मजदूरी अधिनियम, 1948 के अनुसार अपने कर्मचारियों को वेतन का भुगतान करने और भारत सरकार द्वारा समय-समय पर अधिसूचित की गई किसी भी वृद्धि को शामिल करने के लिए सहमत होगा। मजदूरी की न्यूनतम दरों (प्लस वीडिए) को मुख्य श्रम आयुक्त (केंद्रीय), श्रम एवं रोजगार



मंत्रालय द्वारा समय-समय पर जारी अधिसूचना के अनुसार संशोधित किया जाएगा अर्थात् हर साल 1 अप्रैल और 1 अक्टूबर

9. संतोषजनक प्रदर्शन के अधीन करार की अवधि 01 अक्टूबर 2021 से 31 मार्च 2022 तक 06 महीने है जब तक कि सेवा की कमी, उपयोग की जाने वाली सामग्रियों की उप-मानक गुणवत्ता और उल्लंघन के कारण बैंक द्वारा इसे कम या समाप्त नहीं किया जाता है। संविदा की समाप्ति पूर्व सूचना जारी करके की जाएगी। ऐसे मामले में संविदाकार को एक महीने की नोटिस अवधि दी जाएगी और प्रतिभूति जमाराशि वापस नहीं की जाएगी।
10. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक परिसर को खाली करेगा और बैंक से संबंधित सभी सामान/सामग्री/संपत्ति बैंक को वापस करेगा।
11. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।
12. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।
13. यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्कर आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।
14. कथित शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी और इससे संबंधित दोनों पार्टियां कथित शर्तों का पालन करेंगी और अपने-अपने भाग को कथित शर्तों के अनुसार पूरा करेंगी।
15. कि इस संविदा के विभिन्न भागों को संविदाकार ने पढ़ और पूरी तरह से समझ लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में हस्ताक्षर किए हैं और उपर्युक्त लिखे गए दिन, माह और वर्ष के दिन दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।
16. ब्लॉक के साफ-सफाई कार्य के लिए मासिक आधार पर बिलों का भुगतान किया जाएगा। बिल में निम्नलिखित मदें शामिल हों:
  1. केयरटेकर/ सहायक केयरटेकर द्वारा विधिवत प्रमाणित उपस्थिति पंजी की प्रति।
  2. संबंधित केयरटेकर/ सहायक केयरटेकर और सुरक्षा अधिकारी (पी एंड एसई) द्वारा विधिवत प्रमाणित अनुबंध-VI में संविदाकार द्वारा किए गए रखरखाव कार्य का विस्तृत रिकॉर्ड।
  3. ठेका श्रम अधिनियम और न्यूनतम मजदूरी अधिनियम के अनुपालन संबंधी घोषणा-पत्र।

4. कर्मचारियों को अदा किए गए वेतन की विस्तृत सारणी/ ब्रेकअप, जिसमें, किए गए संबंधित सांविधिक भुगतानों (न्यूनतम मजदूरी, बोनस, ईपीएफ और ईएसआई) का उल्लेख हो।
5. निविदाकार को अपने स्टाफ के बैंक खाते में वेतन सीधे जमा कर देना चाहिए और इन्वाइस सहित तैनात कार्मिकों को किए गए वेतन के भुगतान (बोनस सहित) का ब्योरा दर्शाते हुए मासिक बैंक विवरण (दस्तावेजी साक्ष्य) प्रस्तुत करना चाहिए।
6. कर्मचारी भविष्य निधि की बाबत किसी अनुसूचित बैंक के माध्यम से कर्मचारी भविष्य निधि संगठन (ईपीएफओ) को निविदाकार द्वारा किए गए भुगतान की रसीद की प्रति, जैसे- भारतीय स्टेट बैंक के ई-भुगतान आदेश।
7. कर्मचारियों के बीमा की बाबत कर्मचारी राज्य बीमा निगम (ईएसआईसी) को अदा किए गए भुगतान की रसीद की प्रति।
8. साफ किए गए सभी शौचालयों के विवरण बिल के साथ संलग्न किए जाने चाहिए और अगर कोई भी शौचालय को अनुबंध - 1 में उल्लिखित किए गए अनुसार साफ किया हुआ नहीं पाया जाता है तो बैंक के मुख्य कार्यालय भवन और एनेक्स भवन में शौचालयों को साफ करने का कार्य नहीं करने के लिए प्रतिदिन प्रति शौचालय रु500/- का दंड लगाया जाएगा।
9. फ्लैट सफाई कार्य (साप्ताहिक/त्रैमासिक/अर्धवार्षिक) के लिए निवासियों/रहने वालों से देय पावती की जाती है।
10. संपदा विभाग के प्रभारी द्वारा निर्देशित किए अनुसार अन्य कोई लॉग बुक/ दस्तावेज।

ऐसे बिलों का प्रसंस्करण भुगतान के लिए नहीं किया जाएगा, जिनके साथ उक्त दस्तावेज प्रस्तुत नहीं किए गए हों।

17. निविदाकार निविदा में उल्लिखित किए गए अनुसार कार्य की प्रगति की आवश्यक दर और कार्य की गुणवत्ता के अनुरूप कारीगरी को सुनिश्चित करने के लिए भारतीय रिज़र्व बैंक की संतुष्टि के अनुरूप पर्याप्त संख्या में मजदूरों की नियुक्ति करेगा। निविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो 18 वर्ष से कम की आयु का हो।
18. निविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी निविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/ कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।
19. निविदाकार उसके दौरान काम पर लगाए गए श्रमिकों को मजदूरी का भुगतान सीधे ही करेगा जो कि न्यूनतम मजदूरी अधिनियम 1948, भारत सरकार द्वारा निर्धारित न्यूनतम मजदूरी से कम न हो।
20. निविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोलीदाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा।
21. निविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938, कर्मकार प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न ( निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इससे संबंधित अन्य कानून और समय-समय पर बनाए गए नियमों का पालन करेगा।

22. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा
- कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान/ व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा
  - कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
  - लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा
23. संविदाकार नियोक्ता द्वारा अनुमोदित किसी बीमा कंपनी से सभी आवश्यक बीमा कवर (कामगार प्रतिपूर्ति पॉलिसी), तीसरी पार्टी/ सार्वजनिक देयता के जोखिमों के लिए बीमा पॉलिसी नियोक्ता और संविदाकार के संयुक्त नाम पर ( जिसमें नियोक्ता का नाम पॉलिसी में पहले रखा जाएगा) लेगा और ऐसी पॉलिसी या पॉलिसियों को कार्य शुरू होने से पहले जमा करेगा। कामगार प्रतिपूर्ति पॉलिसी के अंतर्गत न्यूनतम कवर संविदा को पूरा करने के लिए काम पर रखे गए कामगार तो दी जाने वाली मजदूरी के अनुरूप होगा। तीसरी पार्टी/सार्वजनिक देयता के अंतर्गत न्यूनतम कवर न्यूनतम रु 2 लाख होगा।
24. संविदाकार संविदा श्रम (विनियमन और उन्मूलन) अधिनियम 1970 के सभी प्रावधानों का अनुपालन करेगा। अंतिम बिल जारी करने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य पूरा करने के लिए काम पर लगाए गए सभी प्रकार के मजदूरों के लिए पूरी बकाया राशि का भुगतान किया है और यह भुगतान न्यूनतम मजदूरी अधिनियम, 1949 के तहत निर्धारित मजदूरी से कम नहीं है और उसने ठेका मजदूरी करने के लिए आवश्यक सुविधाएं उपलब्ध कराने के संबंध में सीएलआरए अधिनियम के प्रावधानों का पालन किया है।
25. संविदाकार/एजेंसी महिलाओं का कार्यस्थल पर लैंगिक उत्पीड़न ( निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013 (अधिनियम) के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होगा। संविदाकार/एजेंसी के परिसर के भीतर अपने कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष दायर की जाएगी। जो कि उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।
26. संविदाकार के किसी व्यथित कर्मचारी द्वारा, बैंक के किसी कर्मचारी/आवंटी के विरुद्ध की गई लैंगिक उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।
27. संविदाकार ऐसी सामग्री / ब्रांड का उपयोग करने के लिए सहमत हैं जो सर्वोत्तम गुणवत्ता का होगा। बैंक को आवधिक आधार पर संविदाकार द्वारा उपयोग की जाने वाली सामग्रियों की गुणवत्ता की जांच करने का अधिकार सुरक्षित है।
28. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।
29. कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।
30. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।
31. **जोखिम खंड:** मौजूदा व्यवस्था की किसी भी विफलता के मामले में संविदाकार को अनुबंध के तहत काम करने के लिए हमेशा स्टैंडबाय व्यवस्था होगी। बैंक किसी भी समय लिखित नोटिस देकर अनुबंध समाप्त करने का अधिकार सुरक्षित रखता है, अगर सेवाओं को असंतोषजनक पाया जाता है और संविदाकार की

लागत, जोखिम और जिम्मेदारियों पर किसी भी अन्य चयनित निविदाकार को अनुबंध देने का अधिकार भी है। इसके कारण किए गए अतिरिक्त व्यय को आरबीआई, चेन्नई द्वारा संविदाकार के सुरक्षा जमा या लंबित बिल से या एक अलग वसूली का दावा उठाकर वसूल किया जाएगा।

32. **विवाद निपटान:** यह पारस्परिक रूप से सहमत है कि इस समझौते के संबंध में या उससे उत्पन्न होने वाले सभी मतभेदों और विवादों पर पारस्परिक चर्चा और वार्ताओं का निपटारा किया जाएगा यदि ऐसे विवादों और मतभेदों को सुलझाया जा सकता है और चर्चाओं और वार्ताओं द्वारा हल किया जा सकता है, तो इसे संदर्भित किया जाएगा बैंक द्वारा नियुक्त एकल मध्यस्थ जिसका निर्णय दोनों पक्षों पर अंतिम और बाध्यकारी होगा। (बी) कोई भी कानूनी विवाद केवल चेन्नई क्षेत्राधिकार के अधीन होगा।

33. **संविदा का नवीकरण:** बैंक अपने स्वविवेक पर संविदाकार के कार्यनिष्पादन को संतोषजनक पाए जाने पर इस एएमसी का नवीकरण वर्ष 2022-23 और 2023-24 के लिए करने पर विचार करेगा, जिस पर पूर्वोक्त निबंधन व शर्तें लागू होंगी तथा मौजूदा न्यूनतम मज़दूरी के आधार पर दरों में बढ़ोतरी/ कमी होगी। इस संबंध में बैंक का निर्णय अंतिम व बाध्यकारी होगा। इसके अलावा, सेवा प्रभागों में अधिकतम अनुमेय वृद्धि सीपीआई और डब्ल्यूपीआई सूचकांकों के आधार पर होगी, जिस पर निर्णय बैंक द्वारा लिया जाएगा।

हस्ताक्षर खंड:

निम्न द्वारा हस्ताक्षरित और सुपुर्द:

संविदाकार हस्ताक्षर मुहर पता	आरबीआई के प्राधिकृत हस्ताक्षरी पदनाम और पता
साक्षी हस्ताक्षर नाम और पता	साक्षी हस्ताक्षर नाम और पता

## **Section: F- General Instructions to Contractors**

e-Tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI Portal for the work '**Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services at Bank's Main Office Premises (including Annex Building and Essential Staff Quarters)**' not later than 3:00 PM on August 19, 2021.

1. The tender documents will be available for viewing/downloading for the intending bidders from 16:00 Hrs of July 21, 2021. The bidders who do not comply with the following pre- qualification criteria and have not submitted the requisite EMD, will not be considered for opening of their tender Part-II.
  
2. Part I of the tender will be opened at 16:00 Hrs. on August 19, 2021. Upon scrutiny of Part-I by the Bank, Part II of the eligible tenderers will be opened on a subsequent date under intimation, to the eligible bidders. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender, which period may be extended by agreement and the tenderer shall not cancel or withdraw the tender during this period.
  
3. Digital Signatures may be used to submit the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
  
4. If any of the documents are missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after the opening of the tender will be entertained.

### **5. Earnest Money and Performance Guarantee during contract period:**

Tenderers shall pay as Earnest Money Deposit a sum of ₹2,24,000/- (Rupees Two Lakh Twenty-Four Thousand only) by NEFT/RTGS in favour of the Reserve Bank of India, Chennai. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or cheque etc. On award of contract, the successful Tenderer shall furnish an amount of 5% of the contract value in the form of a Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.

6 The Earnest Money Deposit submitted by successful Tenderer shall be returned within one month of award of work post submission of the Performance Bank Guarantee. The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period.

7.The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest.

8. All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the security deposit if the amount so

permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

9. The Contractor shall not assign the Contract. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank.

10. For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

**11. Evaluation of tenders:**

The Price Bid consists of following components:

**I. FIXED COMPONENT:**

A). Gross Wages for total employees: Basic Wages (Minimum) (plus Variable Dearness Allowance) House Keeping Staff (Unskilled) and Supervisor (Semi-Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), and Bonus.

**II. VARIABLE COMPONENT:**

B) Cleaning Materials Charges (Lumpsum) as per the list of brands mentioned at Section I

C) Service charges for providing 33 employees, which includes Contractor's Overhead Charges (cost of salary over and above the minimum wages/ bonus) & Profit, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform and Identity Cards to the workmen or any other expenses applicable for 12 months.

12. On receipt of intimation from the Bank of acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within **fourteen days** thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

13. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

14. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

15. The rates for the items in Part II should be quoted **Exclusive of GST**, wherein the total of all the items under-price bid will be subjected to GST @18%. Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The contract value will also be subject to TDS/Withholding Tax as per law.

16. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted. The successful tenderer should make his own arrangement to obtain all materials required for the work.

17. Every employee so engaged by the contractor shall wear uniform, a badge bearing his/her name while on duty.

18. Police Verification of all Workmen / Supervisors / Officials for entering in to the Bank's Premises: The successful tenderer shall submit the necessary Police Verification Certificate of each deployed workman / supervisors / officials from Local Police Authorities about his/her identity records within **45 days** of awarding the contract. Any change of deployment also needs to be submitted for the above provision without any lapses. Further, the agency should ensure that the staff deployed is medically fit and free from contagious diseases.

19. Termination of services of any person deployed by the contractor shall be made by a letter of termination of contractor. Bank will not issue any letter in this regard.

20. Water & Electricity shall be provided free of cost for execution of the work at convenient place. Contractor has to make his own arrangement for using water and electrical supply at end. The contractor shall, however take care to ensure that no undue wastage of water/electricity is caused. All necessary safety measures shall be taken by the contractor to avoid any mishap/accident. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.

21. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank.

22. The contractor shall be responsible to maintain all property and equipment of the RBI entrusted to it. Any damage or loss caused by the contractor's persons to the Bank in whatever shape would be recovered from the contractor.

23. The Bank does not recognize any employee employer relationship with any of the workers of the contractor and their services shall be automatically discontinued with the termination of the contract.

24. In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Bank and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Bank unless and until the same are

incorporated in a formal instrument and signed by the Bank and the contractor. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contract.

25. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

26. The Contractor shall pay to the labourers employed by him directly wages not less than minimum wage as prescribed in Minimum Wages Act 1948, of Government of India. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1st April and 1st October every year.

27. The contractor should ensure that minimum number of persons as stated in scope of work are deployed daily. **They should work on all 6 days a week (except Sunday) and weekly off or any other holiday as per labour law may be awarded on a rotation basis during week days.** The Contractor shall provide relievers for the employees on off duty / sick / leave is provided without any disruption to the work. However, the cost for such arrangement has to be included in their quote and no additional cost will be paid separately for such arrangement. Labourers/Workers if deployed on National Holidays shall be compensated appropriately by contractor and the charges/expenditure for the same are to be borne by the contractor. The same may be accounted for during submission of price bid.

28. The Tenderers are advised to visit Reserve Bank of India, Chennai after obtaining prior approval and acquaint themselves of the site conditions before submitting the Tender.

29. The Tenderers are advised to submit the Tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the Tender documents has any price implications, the same should be considered and included in the bid price. Any Tender containing deviation from the laid terms and conditions is liable to be rejected.

30. The contractor shall comply with the provisions of all labour legislation including the requirement of –

- a) The payment of Wages Act
- b) Employers liability Act, including P.F Act, Gratuity Act, etc.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation and Abolition) Act,
- e) Apprentices Act
- f) Any other act or enactment relating thereto, and rules formed there under from time to time.



31. The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

32. The Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labour that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.

33. The movement of the Housekeeping services staff should be confined to the area of their duty only. If they find any valuable item lying in/near the premises, they should immediately deposit it with the security officer.

34. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.

35. The Contractor shall inspect the site and understand the scope of work before quoting. They may contact the concerned Caretaker/Asst.Caretaker for clarification in case of doubts, if any.

36. The Contractor should submit the AMC agreement in bilingual format only. In case of any dispute arises, agreement clauses in English will be considered valid.

37. The successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract. The name of the successful contractor will be delisted/removed from the Bank's approved/empanelled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.

38. Bank is not liable for compensation for any accident fatal or otherwise of the workmen on duty or on third party. The responsibility of such mishap rest with the contractor.

39. **Escalation clause:** The rates shall also be firm and valid for a tenure of the contract from the issue of work order and shall not be subject to exchange variations, labour condition, fluctuations in railway freights or any conditions whatsoever. In case, whenever there is increase in minimum wages notified by Government of India, the firm shall pay the wages in addition to the existing wages for the tenure of the contract. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. 1st April and 1st October every year. The upward revision of wages shall be taken in to consideration by the Bank during the renewal

of the said contract i.e. after the completion of the said contract subject to satisfactory performance of the firm as per the terms of the contract.

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

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

42. The Contractor and his staff shall be under the general supervision and control of the Assistant Manager (P&SE) /Assistant Caretaker or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from him for the day-to-day work in the premises.

43. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

44. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

45. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.

46. The contractor shall not employ any person below the age of 18 yrs.

47. The tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement (documentary evidence) showing payment of salary made to deployed personnel along with invoice. The Contractor will be responsible for opening bank accounts of its employees. In case any complaint is received, or it is observed that the payment to the housekeeping staff is not being made as per law, the Bank shall have right to make payment to these workers at the risk and cost of the Contractor. The Bank shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor because of any such statutory obligation.

48. The Contractor shall obtain Labour license under the provisions of The Contract Labour (R&A) Act, 1970; in case the strength of the workmen deployed by them in the premises of the Bank exceeds 19 on any day.

49. **Renewal of contract:** At the sole discretion of the Employer, the AMC shall be considered for further renewal for FY: 2022-23 and 2023-24 on same terms and conditions with requisite increase / decrease in rates based on the applicable minimum wages provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be

based on CPI and WPI indices, as decided by the Bank.

#### **50. Maintenance of Attendance & Complaint register**

- I. An attendance register has to be maintained with the Care taker /Asst.Caretaker and the employees engaged by the contractor should duly sign the same in the presence of the Care taker/ Asst.Caretaker.
- II. A separate complaint register has to be maintained by the contractor with complete details of the complaints registered by the Employees/residents of occupants in Essential Staff Quarters.
- III. A photocopy of the pages of the complaint register so maintained should be on monthly basis submitted to the respective Caretaker/Assistant Caretaker/Security officer along with the monthly bill and the same should be duly certified by the Bank official concerned.

#### **IV. List of Documents to be submitted along with Monthly Bill:**

Copies of following documents for a month duly certified by the contractor to be submitted along with monthly bill for payment:

1. Payment of the bills will be made on **Monthly** basis for Block Cleaning work. The bill must contain:
  - a. Copy of Attendance Register duly certified by Caretaker/Asst.Caretaker.
  - b. Detailed record of the maintenance job carried out by the contractor Annex VI duly certified by respective Caretaker/Asst. Caretaker and Security officer(P&SE).
  - c. Declaration for compliance of Contract Labour Act & Minimum Wages Act.
  - d. Detailed schedule/breakup of salary paid to employees clearly stating respective statutory payments (Minimum Wages, Bonus, EPF and ESI) remitted.
  - e. The contractor should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement (documentary evidence) showing payment of salary (inclusive of bonus) made to deployed personnel along with invoice.
  - f. A copy of receipt of payment made by the contractor towards Employees Provident Fund to the Employees Provident Fund Organization(**EPFO**) through any scheduled bank, like e-Pay Order of the State Bank of India.
  - g. A copy of receipt of payment made by the contractor towards Employees insurance to the Employees' State Insurance Corporation (**ESIC**).
  - h. The details of cleaning of all washrooms should be enclosed along with the bill and if any washrooms are found to be not cleaned as mentioned in Annex- V, ₹.500/- per washroom per day will be levied for not carrying out cleaning of wash rooms in the Bank's Main Office Building and Annex Building.
  - i. Due acknowledgement from residents/occupants for Flat cleaning work (Weekly/Quarterly/Half yearly) is done.
  - j. Any other log books/document as directed by Estate Dept. in charge.

The bills submitted without the above said documents shall not be processed for payment.

- V. The successful tenderer must submit a certificate every month by certifying the following
- a) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (Acknowledgment by bank enclosed).
  - b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Copy of Challan enclosed with contribution sheet)
  - c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (copy of the Challan enclosed with contribution sheet)
  - d) We are complying with all statutory Labour Laws including Minimum Wage Act.
- VI. In case of absence of regular employees, a separate column has to be maintained for the additional/replacement employees.

**51. Penalty: -**

The Contractor shall maintain an attendance register duly signed by designated Bank's staff and attach a copy of the same with each month's bills failing which no payments shall be released. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty equal to the wages of the absent personnel(s) in addition to that an amount of **Rs.500/- per** day shall be levied by the Bank and the same shall be deducted from the contractor's bills.

In case any complaint is received regarding misconduct/misbehaviour of agency's personnel, or of poor quality of work, a penalty of **Rs.2000/- (Rupees Two Thousand only)** for each such incident shall be levied and the same shall be deducted from agency's pending/subsequent bill. Further it shall be obligatory upon the agency to remove the said personnel from the site immediately after being notified by the Bank.

**52. Terms of Payment**

- i. Payment in respect of manpower deployment will be made as per actual deployment and the firms/ contractors are advised to submit proof of deployment by way of attendance registers.
- ii. The successful tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement showing payment of salary. Necessary PF etc. to be ensured as per statutory rules. The Bank reserve the right to verify the same as and when required and accordingly, the contractor must have the necessary documents to submit the same. No Invoice would be accepted without the supporting document of Bank statement, ESI and PF dues. The Bank prefers that the Agency should pay their staff salary at-least by 10th of every month by means of NEFT/RTGS/Cheque and for this purpose a bank account should be maintained by their staff.
- iii. Bank's official will verify the deployment of people/ manpower at regular intervals; hence an attendance register should be maintained for verification and

copy of the same duly attested.

- iv. Payment of monthly bills /lump sum charges will be paid through RTGS/NEFT on submission of copy of attendance register, complaint registered duly certified by the officers concerned. Wages must be paid to the employees by the contractor without waiting for the payment from the Bank.
- v. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. The Housekeeping Agency shall make payment of monthly wages (as quoted in the Financial Bid) to the deployed staffs through bank accounts only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through Bank account, the contract will be terminated.

### **53. Security Deposit**

The successful Tenderer shall furnish an amount of **5% of the contract value** in the form of a Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period.

### **54. Insurance**

- 1) The contractor shall take necessary insurance covers namely Workmen Compensation Policy, third party / public liability with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of **Rs.2 lakh**.
- 2) The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:
  - a. Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
  - b. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - c. Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

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

## **55. Settlement of Disputes by Arbitration:**

a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after its completion and whether before or after the termination or abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

c) The arbitrator or arbitrators shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators, shall make an award in terms of such settlement or compromise.

d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators, who may determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid

e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

(f) The agreement shall be subject to the jurisdiction of the Hon'ble High Court of Tamil Nadu at Chennai

**56.Liquidated damages:** In case of the requisite number of services for the duration of time as mandated on daily basis are not made available, Bank shall recover Damages on Pro-rata basis in respect of deficiency in number of services provided/ work executed and/or deficiency in duration of service (in hours), subject to a maximum of 10% of contract value.

NOTWITHSTANDING ANYTHING SPECIFIED ABOVE, THE TENDERER SHALL BE RESPONSIBLE TO TAKE ALL MEASURES TO MAINTAIN THE SAFETY, LOOK, BEAUTY, CLEANLINESS, HYGIENE AND SANITATION OF THE BUILDINGS AND PREMISES.

### **57. TERMS AND CONDITIONS FOR HOUSE KEEPING WORK**

1. The period of contract is 06 months i.e. **October 01, 2021 to March 31, 2022**, subject to satisfactory performance, unless it is curtailed by or terminated by the Bank owing to deficiency of service, sub-standard quality of the materials used, and breach of contract, reduction or cessation of the requirement of the work. Termination of the contract shall be made by issuing a prior notice. In such case a notice period of one month will be given to the contractor and the security deposit shall not be refunded.
2. The Contractor and its staff shall take proper and reasonable precautions of Bank's assets and to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank.
3. The execution of cleaning will be done with uniformed, hygiene conscious workers.
4. The Contractor shall exclusively supervise or employ sufficient supervisory personnel to supervise the work of his/her employees to ensure that the services rendered are carried out to maintain high standards of cleanliness. The agency must provide one dedicated mobile phone (with SIM card) with adequate balance to the Supervisor. This mobile phone will remain with the Supervisor on duty. The same mobile number will be circulated in the office. The Supervisor will have to be present on all the working days including Saturday to supervise cleaning work.
5. The supervisor will also do a continuous hourly check of the work being done by the agency staff. He / She should check the washrooms at regular hourly intervals and maintain a log book of the same. The Log book will be daily put up to Bank's Caretaker and Security Manager the next day and will be scrutinized and verified by them.
6. The Contractor shall depute only able bodied, physically fit, well trained and disciplined personnel for carrying out the work. Also, the contractor should make sure the minimum number of persons, if any, specified in the scope of work are deployed on a pro-rata basis.

7. Every employee so engaged by the Contractor shall wear uniform and ID card wearing his/her name, while on duty. The said uniform and ID card issued by the Contractor shall be provided by the Contractor at his cost.
8. No lapse from the Contractor's side, which may cause damage to the property and injury to the staff in the opinion of the Bank's Engineer, shall be permitted.
9. The work has to be carried out with the least inconvenience to the Employees and residents staying Essential Staff Quarters.
10. The Contractor should specify the working hours of their staff and the details thereof shall be maintained with the Caretaker/Security Guard. No labourer shall be permitted to stay inside the campus after working hours.
11. The Bank shall have the right to ask for the removal of any person employed by the Contractor, who is not found to be competent and orderly in the discharge of his duty.
12. The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. Workmen will be allowed inside the building only on producing the photo pass issued by the Bank & also have to subject themselves to the security restrictions imposed by the Bank. Only the contractor himself/ themselves shall be held responsible for conduct of his/ their workers/ labour.
13. Within 45 days of award of contract, the Contractor has to 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 Bank's premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
14. The Contractor shall maintain an attendance register and attach a copy of the same should be attached with each month's bills failing which no payments shall be released. There should be minimum replacement of persons. In case of absenteeism, the contractor needs to send a suitable alternative person as a substitute. The contractor is advised to keep one extra person trained in each category, so that, in case of absenteeism, the next person can act as replacement without hampering any activities.
15. The rates quoted by the Contractor shall be in accordance with the Contract Labour Act 1970 / Minimum Wages Act, 1948 for the current year and also taking into account any escalation as notified from time to time by the Government of India.
16. The successful tenderer shall be responsible for safety & security of their materials & personnel and for ensuring fire prevention steps at all the times in working premises including their part of work.



17. The Contractor shall not engage any subcontractor or transfer the contract to any other person in any manner and workers/personnel engaged by the contractor shall not accept any gratitude or reward in any form.
18. The intending tenderers are advised to inspect the site with the prior permission from the Bank and ascertain the exactness of the area to be maintained and the work to be executed before quoting the rates.
19. In case any deficiency in services such as less no. of areas to be cleaned, non-use of approved cleaning materials and less no. of staff deployed etc., is observed or brought to notice of the office, a proportionate/ appropriate amount from the monthly bill will be deducted as penalty for deficiency in services and in any case, it will not be refunded to the contractor, in future.
20. All the consumables and disposables required for cleaning and housekeeping should be eco-friendly (preferably Green products) and branded and shall be procured by the contractor at its own cost.
21. The cleaning and housekeeping works are to be carried out in such manners that all related areas/space in the Bank's Premises always look neat and clean.
22. **Disposal of Waste from the Main office premises:** The Manpower engaged shall be trained in Management of garbage (bio-degradable & non-degradable and recyclable waste) also so that waste disposal is carried out properly without affecting the environment as per pollution control directions.
  - a. Arrange for a garbage disposal vehicle and other equipment required for segregation and disposal of waste in a professional manner,
  - b. Plan, manage, and collect, mechanically screen and segregate dry and wet garbage in the earmarked area, efficiently transport and dispose the garbage in the disposal area. The work should be carried out in an eco-friendly manner.
  - c. The Contractor will arrange for required resources, including manpower, disposables etc which is used by the house keeping staff.
  - d. Ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.
  - e. All the dustbins washed and lined with colour-coded bags in the morning.
23. The Charges quoted will cover the cost of manpower deployed and material used for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Caretaker/Assistant Manager of P&SE that the

services have been provided satisfactorily and thereafter deducting all statutory dues/taxes, etc.

24. The cleaning materials used shall be of approved quality.
25. Payment to the labourers has to be made through bank account and proof for the same has to be submitted along with the bills.
26. All statutory benefits like EPF, Bonus, ESI, and other statutory payments etc. has to be paid by the contractor and the proof for the same has to be submitted along with the bills.
27. The contract could be considered further renewal for one year on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.
28. The cleanliness will be periodically checked by the officials of the Bank.
29. The work shall be carried out strictly as per direction of the officials of the Bank.
30. The Contractor shall ensure that water shall be used judiciously without wasting. The Contractor is solely responsible for compliance of provisions or any Statute or rules framed there under by the Central Government or State Government and applicable to the labour employed by him. The Bank is not responsible in case of non-compliance of any of the provisions of the Statute or rules of the State/Central Government, by the Contractor.
31. The Bank will have the right to terminate the agreement without assigning any reason with a notice of one month and the contractor will not be entitled to any compensation for premature termination of the agreement. In such cases security deposit shall not be refunded. Before expiry of the notice period given in the termination notice, the contractor shall vacate the premises.
32. In case of any dispute arising out of this agreement, the decision of the Bank will be final and binding on the contractor.
33. The Bank will not provide accommodation to the contractor and or his workers / supervisor, etc. in the Bank's premises.
34. The contractor shall obtain necessary licenses and permits in their name at their own expenses and shall keep the Bank indemnified against any loss arising due to non-compliance to any statutory requirement.
35. The contractor will ensure co-operation with the Bank employees and with any representative of the Bank in their routine check-up of housekeeping arrangements.

36. The Contract shall be in force for the period stipulated in the contract and on the expiry thereof, it shall be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor shall not have any right either contractually or equitably to demand any fresh contract for another term to continue the same in preference to any other intending party.
37. The Contractor shall furnish the details of his employees prior to deployment. The Bank or its authorized representatives reserve the right to refuse admission to one or more of the contractor's persons, if their conduct or inefficiency is subsequently found unacceptable. The decision of the Bank or its authorized representatives in this matter shall be final. Although not desired, the Contractor may substitute any of his employees and after taking permission from the Bank. The Contractor is required to submit the complete list of staff working under the contract with their complete address/photo etc. for records.
38. The Contractor will also maintain a suggestion book and a complaint register to be produced to the Bank on monthly basis along with invoice.
39. Licenses, if any required for Housekeeping services at the site will be procured by the Contractor.

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

Date: Signature of Contractor with Seal:

Place: Name and Address with Contact Nos.:

## Section G. The Conditions Hereinafter Referred To

### **1 Interpretation Clause**

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a) "**Employer**" shall mean the Reserve Bank of India and shall include its assigns and successors.

(b) "**Contractor**" shall mean \_\_\_\_\_ (in the case of a Partnership) and trading in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

(c) (In the case of "**Contractor**" shall mean Shri \_\_\_\_\_ trading in individual) the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives.  
(in the case of "Contractor" shall mean \_\_\_\_\_ a company.....Company) incorporated \_\_\_\_\_ under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its assigns and successors.

(d) "**This Contract**" Shall mean the Articles of Agreement, the Special conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.

(e) "**Notice in writing**" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.

(f) "**Act of Insolvency**" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g) "**Net Prices**" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

## **2 Scope of Contract.**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to: -

- I. The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- II. Any discrepancy in the Schedule of Quantities and/or Specifications.
- III. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore
- IV. The dismissal from the works of any persons employed thereupon.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

## **3 Dismissal of Workmen**

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

## **4 Termination of Contract by the Employer**

The contract can be terminated by the Bank by issuing a notice period of one month to the contractor and the security deposit shall not be refunded.

## **5 Termination of Contract by Contractor**

Contract can be terminated by the Contractor or if desires, by giving one month notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

## **6 Delayed Payment**

Any bill submitted by the contractor shall be settled in the normal course provided the bills are in order in all aspects.

## **7 Disputes arising out of the contract:**

The decision of Bank will be final for any dispute arising of this contract. However, the contractor can appeal to the Principal if not satisfied with the decision of the department and his/her decision will be binding on the contractor.

## **8 Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

## **9 Right of Employer to terminate Contract in the event of death of Contractor**

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

## **10 Marginal Notes**

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the annexures hereto.

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

Date:

Signature of Tenderer

Place:

Address

## Section H- Scope of Work

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

### 2. Detailed Scope of works:

1.	Area to be covered	<p>Main Office building and Annex Building.</p> <p>Total Plot Area -199718.29 sq. ft or 18561.18 sq. mt.</p> <p>Total Built up Area- 26241.81sqmt Plinth Area- 7732.66sqmt</p> <p>Usable Carpet Area MOP: 17921 sq.mt. Annex- 2509.70 sq.mt. Class III/IV Quarters- 393.80 sq.mt.</p>
2.	Working Hours	Normal Working hours: (8 hours) <b>8 AM to 4.30 PM</b> with half an hour lunch break.
3.	Minimum manpower	The manpower of <b>33</b> cleaning staff including one Supervisor. (At least 50% of the workers shall be women. The ratio of men and women can be altered as per requirement.)
4.	<p><b>I. Scope of Work for General Areas/Common Areas of Main Office Premises Including Annex Building:</b></p> <p>a) Contractors shall be responsible for all cleaning works such as sweeping and mopping of general area in each floor, passages and lobbies at all the floors, cleaning of each cabin located in all the floors at Main Office Building. Cleaning of tables, chairs and Desks in each departments/Section.</p> <p>b) Cleaning, sweeping, moping and wiping of floors, staircase/s on daily basis from Monday to Saturday. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.00 AM.</p> <p>c) Cleaning of windows, window panes, grills, doors, ventilators in all four floors of the main office building and annex building.</p> <p>d) Cleaning of glass panels used in building / infrastructure. Proper arrangements on the cost of agency to be done by contractor to cleaning all glass panels on regular basis.</p>	

- e) Removal of beehives and cobwebs/honey webs from the office building and its premises
- f) Cleaning and sweeping of open area including balconies and roof tops with brooms.
- g) Lifting, carrying and disposing of dead bird's, animals, rats, insects etc. if found in and around office premises.
- h) Cleaning of store rooms, book vaults etc of all the departments of the Bank
- i) Cleaning of Conference Rooms and Board Room as per the requirement of the Bank.
- j) Cleaning of Officers Lounge and Dining room located at the fourth-floor. Cleaning the floor/table tops/ countertops/kitchen/ washbasins in Officers' Lounge and carry out miscellaneous tasks in the lounge as per instructions of the Bank.
- k) Cleaning the Canteen Area located in the Annex Building. Cleaning the floor/table tops/ countertops/kitchen/ washbasins and to carry out miscellaneous tasks in the Canteen as per the instructions of the Bank.
- l) Sweeping of frontal drive way, front parking area, rear parking area and complete peripheral area of the Bank.
- m) Cleaning of areas around water dispensers/water purifiers installed at various locations in the Bank's premises.
- n) Special cleaning of specific areas in the Security Area as per the instructions of the Bank.
- o) Any special cleaning on Republic Day, Independence Day and Festivals to be carried out as per the instruction of the Bank.
- p) Continuous cleaning, maintaining hygiene & mopping of floors and common area in the Bank to be done during office hours so that it retains a clean and dry look.

**II. Scope of Work for Washrooms/ Toilets in Main Office Premises Including Annex Building:** There are approximately 42 washrooms (ladies and Gents) combined in Main Office Premises and Annex Building. The housekeeping staff shall be responsible for cleaning of the washrooms/toilets to include toilet pots, seats/urinal pots, platform, sink, wash basins, tiles, floor, racks, glass mirrors etc in all the washrooms and toilets of the Main Office Building and Annex Building.

- a. Cleaning of washrooms in the Banking Hall in the ground floor daily.
  - q) Cleaning all washrooms (gents and ladies) in the first floor including the washrooms daily as specified above.
  - r) Cleaning the washroom attached to the Regional Director's Cabin/Banking Ombudsman's Office daily once in the morning.
  - s) Cleaning all washrooms (gents and ladies) in the second floor daily as specified above.
  - t) Cleaning all washrooms (gents and ladies) in the third floor daily as specified above.
  - u) Cleaning the washroom attached to the Executive Area once in a week normally and as and when meetings are scheduled.
  - v) Cleaning the washrooms in the Annex building plus the dispensary and Wash basins in the Canteen daily.
  - w) Cleaning of washrooms nearby security guard office at the gate entrance.
  - x) Cleaning all wash basins/buckets and mugs/mirrors and wall tiles in the wash rooms daily.



	<p>y) Removal of waste from all the washrooms daily.</p> <p>z) Removal of cob-webs in the washrooms as and when found necessary.</p> <p>aa) Cleaning of all washrooms with bleaching powder/bleaching water once in a fortnight.</p> <p>bb) Any new/addition of toilet in MOP will be included in the scope of work without any additional costs</p> <p>cc) Thorough cleaning of all toilets using required cleaning and disinfectant material and by putting urinal cubes and air purifier in all urinals, wash basins and WC area.</p> <p>dd) Restock toiletries including liquid hand wash soap, toilet rolls, air fresheners, Odonil, sanitary/urinal cubes, naphthalene balls in toilets, etc after daily check-ups in the morning, afternoon, evening and on call basis during day time.</p> <p>ee) The required frequency of cleaning the washrooms/toilets would be once per hour in a day (every hour during office hours). The dry floors in toilets needs to be maintained during office hours. Display board indicating cleaning in progress must be displayed while the cleaning is in progress.</p>
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The above said cleaning work consists of washing, scrubbing, cleaning the floor and wall dado of Toilet, bathroom, water closet, sanitary wares, fittings / fixtures (without damaging their shine) including flush tank, common wash basin area, toilet mirror, etc. by using the nylon brush with approved cleaning materials like detergent, toilet cleaner, oxalic acid etc. and outside wash basin and wall dado area).

To ensure daily that all the accessories/ equipment in the toilets like Taps /Sinks /Geyser/Flush /Shower / other sanitary fittings, etc., are in working condition and if not, then report it to Caretaker. Complaints regarding civil, electric, plumbing, etc., observed in the wash rooms/ toilets must be resolved by reporting to Caretaker /AMC persons/Estate Department.

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

i) Thorough cleaning/sweeping/washing/mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base.

ii) Thorough cleaning of pantries, sinks, exposed areas as well as behind/corner/niches under the furniture and fixtures.

iii) Cleaning of sanitary fittings, toilet drain pipes, wash basin drain pipes, etc with standard cleaning material.

iv) Cleaning of all window glasses with glass cleaners

v) All floors in common area, including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc.

vi) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of P&SE/ Caretaker/Asst.Caretaker.

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

#### **4.Flat Cleaning at bank's Essential Staff Quarters:**

- Cleaning of toilet has to be carried out on weekly basis and deep cleaning of flat has to be carried out on quarterly basis for Officers Flats-**2 Flats.**
- Deep cleaning of flat has to be carried out on Half yearly basis for Class III/IV-**6 Flats.**

#### **Weekly Cleaning of Toilets / bath area for Officers' flat**

Periodical cleaning and maintenance of toilet / bath area for Officers and in case Officers occupying Class III flat in various residential quarters has to be carried out once in a week.

The above said cleaning work consists of washing, scrubbing, cleaning the floor and wall dado of Toilet, bathroom, water closet, sanitary wares, fittings / fixtures (without damaging their shine) including flush tank, common wash basin area, toilet mirror, medicine chest, etc. by using the nylon brush with approved cleaning materials like detergent, toilet cleaner, oxalic acid etc. and outside wash basin and wall dado area)

#### **Quarterly - Deep Cleaning of Flats**

**Cleaning and maintenance of flats of Officers, Officers occupying Class III flats has to be carried out once in a quarter.**

The work consists of Cleaning of all rooms by moping the floor and wall dado etc. inside the flat, including carefully moving the furniture, complete dusting of the flat including balcony, cleaning of fans/exhaust fan, light fixtures, cleaning of electric switch boards, cleaning of netlon (by washing), removing cobwebs and cleaning in accessible spots in entire flat i.e. wall, loft/top & outside of cupboards etc. ceiling pelmet, window/ ventilator grills and shutter with glass panes etc. with broom/ vacuum cleaner/moping etc. inside the flat. Toilet / bathroom cleaning also has to be carried out on that day.

#### **Half yearly – Deep Cleaning of Flats**

**Cleaning and maintenance of Class III flats & Class IV must be carried out once in a half year**

The work consists of complete dusting of the flat including balcony, cleaning of fans/exhaust fan, light fixtures, cleaning of electric switch boards, cleaning of netlon (by washing), removing cobwebs and cleaning in accessible spots in entire flat i.e. wall, loft/top & outside of cupboards etc. ceiling pelmet, window/ ventilator grills and shutter with glass panes etc. with broom/ vacuum cleaner/ moping etc. inside the flat. Toilet / bathroom cleaning also has to be carried out on that day.

### **5. Penalty:**

The details of cleaning of all washrooms should be enclosed along with the bill and if any washrooms is found to be not cleaned as mentioned in Annex- V, ₹.500/- per washroom per day will be levied for not carrying out cleaning of wash rooms in the Bank's Main Office Building and Annex Building and Officers flat at Essential Quarters and Rs.1000/- per flat for not doing complete cleaning of flat in Bank's Essential Quarters.

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

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

### **8. Guidelines for cleaning works:**

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

- k. The cleaning material used shall be of standard quality (of eco-friendly and non-toxic variety) to avoid damage to CP fixture/tiles/flooring, etc.
- l. The Contractor should procure/keep/provide stock of sufficient/adequate quantity cleaning materials/tools/equipment for use to ensure state of the art cleaning.
- m. The contractor should use appropriate non-toxic and eco-friendly cleaning materials available in the market and as approved by the Bank. The Contractor shall use only standard quality cleaning materials for cleaning of window panes/fans/ mirror etc, use of floor cleaning materials for respective floor finish. The materials used shall not damage the sheen of the flooring / dado finishes. Brass/stainless steel fitting and fixtures shall be polished using appropriate good quality approved materials.
- n. The Contractor shall provide the workers with hand gloves where ever necessary.
- o. Any additional work as and when required has to be attended to.

**9. Timings for Housekeeping work and No of Labourers Required:**

The Contractor has to provide labour force in to maintain the buildings as required and quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Bank. However, the requirement of workforce to be deployed is given herein under

Sl. No	Nature of Work	Location	Category	Manpower Required	Work men required on all 6 days of each week
1.	Housekeeping	MOP	Housekeepers	32 Nos	Normal Working hours: (8 hours) <b>8 AM to 4.30 PM</b> with half an hour lunch break.
2	Supervising		Supervisor	01	

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

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

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

11. All labourers and supervisor should report to the P&SE/Caretaker/ Asst.Caretaker of the Main Office Premises. The working hours shall be 8 working hours (including 30 minutes lunch break), 6 working days in a week at the Main Office Building and Annex Building. However, in the case of emergency, the workers

will have to continue to work till the emergency is over as per the directions issued by authorized person of the Bank. Weekly holiday should be given to the workers with an alternative arrangement as per Statutory Requirement without affecting services. No extra payment will be considered other than rates quoted by the firm. Contractor shall maintain a record of payment to the workers, which shall be submitted along with the bill. Electricity and water shall be given to the agency at nearest available point, free of cost by the Bank, but all the other arrangements have to be made by the contractor on their own.

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

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

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

**15. Housekeeping Monitoring and Control**

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

**Toilets Checklist:**

a.) This is to be attached on the back of the toilet door. It is to be filled up by the supervisor Housekeeping staff on hourly daily as mentioned in **Annex-V**.

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

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

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

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

- i) Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows.
- ii) Dust, Dirt marks or cobwebs etc. on roof, window grills etc.
- iii) Finger or palm marks, dust or any other stain on glass panes of windows or doors and mirrors.
- iv) Stain, cleanliness and odour in Wash-basin, WC Seats.

- v) Dryness and shine on floor.
- vi) Cleanliness of sanitary fittings
- vii) Cleanliness of floor area in front and around washrooms
- viii) Cleaning of drinking water point and Aqua Guard area
- ix) Cleanliness of passage corridors, stairs, lifts and office space
- x) Over all cleanliness in general area and washrooms of the office premises.

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

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

Date:

Place:  
contractor:

Seal & signature of the

### **Section: I- LIST OF APPROVED BRANDS OF CLEANING MATERIALS**

The contractor shall ensure adequate availability of stock of consumable items required for smooth activities for housekeeping work throughout the contract period without any extra charges. The consumable items should be of reputed made/brand as mentioned below. The Contractor should use following approved / any other equivalent cleaning materials approved by Bank.

- A. Cleaning material — Harpic/Sani fresh or approved equivalent to be approved by the Bank for toilets
- B. Lizol (Perfumed) / Domex (Perfumed) or approved equivalent to be approved by the Bank for floor cleaning /Bath room cleaning.
- C. Colin or approved equivalent to be approved by the Bank for cleaning of windows/  
Panes /fans/mirror etc.
- D. Permanent kind of stains inside the bathroom can be cleaned with the help of stain removers like "Easy off Bang" or approved equivalent to be approved by the Bank.
- E. Use of branded floor cleaning materials for respective floor finishes (Ceramic/vitrified/granite/kota).
- F. Good Quality cleaning such as scrubbing machines dusters/ mops detergents/ washing powder, brooms, sponges, garbage sacks, polish, phenyl acid, ladder, different types of brushes for dusting, liquid items cleaning, oil stain remover, bleaching liquid, bleaching powder, cleaning acid, Dolly mops, Squeezing bucket, floor wipers, Cleaning scrubbers, glass wipers, Glass cloth, Table duster, Dry Mops etc.
- G. Refilling of liquid soap for hand wash & air fresheners for rooms & Toilets of approved manufacture.
- H. Good quality tissue papers, Odonil cubes, Naphthalene balls, Aer pockets, three-fold papers should be kept in the washrooms.

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

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

Date

Place:

Signature & Seal of the Contractor

**Section J: Safety Code**

1. First-aid appliances, including adequate supply of sterilized dressings, cotton wool shall be maintained in a readily accessible place for the use of staff deployed by the Tenderer.
2. In case of any mishap, the injured person shall be taken to a public hospital without loss of time, where the injury necessitates hospitalization.
3. Workers employed shall be provided with protective footwear and rubber hand gloves as per requirement.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from the ground.
5. No floor, roof or other part of the structure shall be overloaded with debris or materials as to render it unsafe.
6. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition
7. Fire safety measures shall be adhered to as per local bye laws.
8. Whenever electric power is used for attending works, prior permission has to be taken from Bank's Electrical Engineer

Date:

Signature of Tenderer



### Section: K- Schedule of Quantities

Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services at Bank's Main Office Premises (including Annex Building and Essential Staff Quarters).

**Table :1-This is for illustrative purpose only and the Price Bid should not be submitted with Part I –Technical Bid. It should be submitted online in MSTC Portal and No Enclosure should be enclosed with Part- II**

Sl. No.	<i>Description of Work-Block Cleaning and Flat Cleaning</i>																																
A.	<p><b>FIXED COMPONENT:</b> – The bidder should not quote rates for this component. Gross Wages of total employees for 12 months: The amount is inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) House Keeping Staff (Unskilled) and Supervisor (Semi-Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), and Bonus.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No</th> <th style="text-align: center;">Category of Staff</th> <th style="text-align: center;">No. of labourers</th> <th style="text-align: center;">No. of days (365-52 Sundays)</th> <th style="text-align: center;">Base Rate per person per day (refer to Table 2)</th> <th style="text-align: center;">Total wages per annum</th> <th style="text-align: center;">Total amount for 12 months (excl of GST)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">House Keeping Staff (Unskilled)</td> <td style="text-align: center;">32</td> <td style="text-align: center;">313</td> <td style="text-align: center;">795</td> <td style="text-align: right;">79,62,720</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>82,35,656/-</b></td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Supervisor (Semi-Skilled)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">313</td> <td style="text-align: center;">872</td> <td style="text-align: right;">2,72,936</td> </tr> <tr> <td colspan="6" style="text-align: center;"><b>Gross Wages for 12 months incl of GST at 18%</b></td> <td style="text-align: center;"><b>97,18,075/-</b></td> </tr> </tbody> </table>						Sl. No	Category of Staff	No. of labourers	No. of days (365-52 Sundays)	Base Rate per person per day (refer to Table 2)	Total wages per annum	Total amount for 12 months (excl of GST)	1	House Keeping Staff (Unskilled)	32	313	795	79,62,720	<b>82,35,656/-</b>	2	Supervisor (Semi-Skilled)	1	313	872	2,72,936	<b>Gross Wages for 12 months incl of GST at 18%</b>						<b>97,18,075/-</b>
Sl. No	Category of Staff	No. of labourers	No. of days (365-52 Sundays)	Base Rate per person per day (refer to Table 2)	Total wages per annum	Total amount for 12 months (excl of GST)																											
1	House Keeping Staff (Unskilled)	32	313	795	79,62,720	<b>82,35,656/-</b>																											
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<b>Gross Wages for 12 months incl of GST at 18%</b>						<b>97,18,075/-</b>																											
<b>Variable Component:</b> The bidder may quote his desired amount in MSTC website.																																	
B	Cleaning Materials Charges (lumpsum) for 12 months as per the list of brands mentioned at Section I.  <i>Formulae= (a*12*1.18) + 9718075</i> <i>(Fixed Component=Rs. 97,18,075/-</i>				Please quote rate per month(a) excl of GST in MSTC website. (System will automatically calculate for 12 months along with GST at 18% and add the fixed component" A" as mentioned above)																												
C	Service charges for providing 33 employees, which includes Contractor's Overhead Charges (cost of salary over and above the minimum wages/ bonus) & Profit, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform and Identity Cards to the workmen or any other expenses applicable for 12 months.				Please quote rate per month(a) excl of GST in MSTC website. (System will automatically calculate for 12 months along with GST at 18%) <i>Formulae=(a*12*1.18)</i>																												
D	Grand Total for 12 months inclusive of GST at 18%				(A+B+C)																												

- Bidders must keep in mind that while quoting Service Charges they should include all expenditure on providing managerial supervisory/ administrative services to get the work done through their deployed Housekeeping Staff.
- Bidders offering “zero” or irrational quotes shall be liable for disqualification. Further, in case of abnormally low bids, the Bank may seek written clarifications from the Bidder, for a detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements as per the Tender document
- The bidders shall satisfy themselves about the correctness of the quantity. Agency may visit the site to access the quantum of work before submitting the tender.
- Kindly note that the fixed component amount is added to “B” (variable component) in the MSTC formulae for calculation purpose.

**Table:2** calculation sheet for arriving rate per person per day inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) according to Minimum Wages Act of Government of India, applicable statutory payments Employees State Insurance (ESI), Employees Provident Fund (EPF), and Bonus.

Sl. No	Description	Housekeeping Staff (Unskilled)	Supervisor (Semi-Skilled)
1	BASIC+VDA per day* (W.E.F April 01, 2021)	645.00	714.00
2	for 26 days on Sl. No-1	16,770.00	18,564.00
3	EPF @ 13% including EDLI & admin charges on Sl. No-2(ceiling Rs.15000/-)	1,950.00	1,950.00
4	ESI @ 3.25% on Sl. No-2(NA if it Rs. 21,000/-) rounded off to the next higher rupee	546.00	604.00
5	Bonus @ 8.33% on Sl. No-2(NA if it exceeds 21000/-) (rounded off to 2 decimal points)	1,397.00	1,547.00
6	Total rate per person for 26 days (Sl. No 2 to 5)	20,663.00	22,665.00
7	Base rate per person per day Sl. No:6/26 (rounded off to 2 decimal points)	<b>795.00</b>	<b>872.00</b>

- Minimum rates of wages (plus VDA) calculated as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment applicable from 1st April 2021.
- Statutory payments EPF and ESI are calculated according to latest rules and regulations stipulated by respective authorities Employees' Provident Fund Organization and Employees' State Insurance Corporation.
- Bonus is calculated as per the latest amendment [The payment of Bonus(Amendment) Act, 2015 notified on 01.01.2016] made effective from 01.04.2014.

**ANNEXURE-I**  
**BASIC INFORMATION**

Sl. No	Description	
1.	Name of the applicant/ organisation and address of the registered office.	
2.	Type of Organisation- (Whether Sole Proprietorship/Partnership/Private Limited/Limited or Co-operative Body etc) <b>Please enclose related documents.</b>	
3.	Name of the Proprietor /Partners/Directors of the organization/Firm	(a) (b) (c) (d)
4.	Details of Registration (whether partnership firm, company etc)- Registering Authority, Date, Registration Number etc. mentioning the business/activity of the Firm.	
5.	Registered Office address, telephone/Mobile No. and E-mail ID	
6.	Experience in the respective field of work <b>Please, enclose documents in support thereof.</b>	----- Years
7.	Whether financially sound to undertake works costing up to ₹ 112 Lakh (Rupees One Hundred and Twelve Lakh only). If so, enclose Audited Annual Financial Statements for last three years. FY 2018-19 FY 2019-20 FY 2020-21	

8.	Yearly turnover of the firm/contractor during the last three years FY 2018-19 FY 2019-20 FY 2020-21 (duly certified by a Chartered Accountants)	
9.	Income Tax Returns of for the last three Financial years: FY 2018 – 19 FY 2019 – 20 and FY 2020-21	
10.	PAN number (copy should be uploaded)	
11.	GST Registration No (Copy should be uploaded)	
12.	MSME Registration Certificate for MSME firms.	
13.	EPF Registration Number (copy should be uploaded)	
14.	ESI Registration Number (copy should be uploaded)	
15.	Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 for providing housekeeping services. If yes, indicate the date of registration and number. (A copy of Certificate/ Registration to be submitted).	
16.	Registration No. / License No. Under Contract Labour (R & A) Act 1970 of any other employer for whom the agency is currently undertaking the work through contract labour for providing Housekeeping services.	
17.	Name and Address of the existing clients along with full details where tenderer is currently executing a similar work.	
18.	Whether having registered local office within the jurisdiction limits of Tamil Nadu? If yes, mention the address of the local office (A copy of trade license for the service set-up in Chennai as an address proof for registered local office to be uploaded)	

19.	<b>Work Experience</b> – Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. (The tender shall stipulate in the tender notice, to be given in the website that the tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India)	Attach a separate sheet.
20.	The Bank Account (IFSC Code and Account Number) where payments would be received by the organisation	
21.	Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head( <b>Annex-VII</b> )	
22.	Whether any Civil Suit/ Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on <b>June 30, 2021</b> / being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation otherwise mention “Nil”	Attach a separate sheet if required.
23.	Any other disputes with statutory authorities are pending otherwise mention “Nil”	
24.	Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention “Nil”	
25.	NEFT of ₹ ₹ 2,24,000/- (Rupees Two Lakh Twenty-Four Thousand only) deposited in favour of RBI, Chennai, representing Earnest Money Deposit.	
26.	Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.	

**Note:** The Bank reserves the right to call for proof/ verification of any of the above-mentioned.

Date:

Place:

Signature of the contractor/firm

**ANNEXURE – II**

**Details of the work executed during the last 5 years ending on June 30, 2021 as per the eligibility criteria**

Sl. No.	Name of the work & location	Nature & Description of work	Name & address of the owner for whom work was carried out (Details of contact person with Phone number shall be furnished).	The name and full address of the officer under whom the work was carried out.	Value of the work in ₹	Whether work completed in time. If not reason for the delay	Date of start and completion -Proof for satisfactory completion of the work should be attached (signed by the competent person)
1	2	3	4	5	6	7	8

Place and Date:

Signature of the contractor/firm with name and address & Seal

**[Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with tender**

**Annexure – III: CLIENT’S CERTIFICATE**  
**PERFORMANCE OF CONTRACTOR**

To  
Regional Director for Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai (or) to whomsoever it may concern  
Chennai – 600 001.

Name & address of the  
Client:

**Details of Works executed by Smt. /M/s**

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Note: All columns should be filled in properly counter signed by Reporting Officer or executive engineer/Superintending Engineer or equivalent.

***The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted.***

# Annexure: IV

## Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

Place.....

Date.....

To  
Regional Director for Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai – 600 001.

Dear Sir,

**Comprehensive Annual Maintenance Contract (CAMC) for providing Housekeeping services at Bank's Main Office Premises (including Annex Building and Essential Staff Quarters).**

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Fort Glacis – 16, Rajaji Salai, P.B.No.40, Chennai 600 001 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND

Whereas the Contractor is bound by the said Contract to submit to Reserve Bank of India, Chennai a Performance Bank Guarantee for a total amount of ₹ \_\_\_\_\_ for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We, .....(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s ....., the Contractor, do hereby undertake to pay to the Reserve Bank of India, an amount not exceeding ₹ \_\_\_\_\_ as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of



the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_

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

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

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

We hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_

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

d) This guarantee shall remain in force up to Sixty (60) days beyond the contract period, i.e., upto **March 31, 2022** for this contract provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

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



### Annexure: VI- Checklist for periodicity of works executed

Name of the Location:  
Name of the Contractor:  
Period of AMC work:

Sl. No	Description of Work	Yes/No
1.	Scope of Work for General Areas/Common Areas of Main Office Premises Including Annex Building as mentioned in the part I of the tender.	
2.	Scope of Work for Washrooms/ Toilets in Main Office Premises Including Annex Building as mentioned in the part I of the tender.	
3.	Special cleaning exercise of the toilets/ washrooms and other areas in the Bank premises to be carried out weekly (on Saturdays)	
4.	Flat Cleaning at bank's Essential Staff Quarters <b>Weekly/Quarterly/Half Yearly basis</b>	
5.	Collecting the garbage and segregating based on organic and non-organic waste and arrange for its disposal. The organic waste should be disposed of with Organic Waste Converter (OWC), if available in the bank.	
6.	Whether the Cleaning Materials used is as mentioned in the tender document at 'LIST OF APPROVED BRANDS OF CLEANING MATERIALS'	

This is to certify the contractor has carried out the captioned work satisfactorily for the above stated period.

Date:

1. Signature with Seal of Caretaker/Asst.Caretaker:
2. Signature with Seal of Security Officer(P&SE):

**Annex-VII**  
**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**  
**(On the Scheduled Bank's Letter Head)**

To  
Regional Director for Tamil Nadu & Puducherry  
Estate Department  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai – 600 001.

We certify that M/s ..... (name and address of the applicant) is/are maintaining a Savings Bank Account/Current Account (strike off whichever is not applicable) No. .... with us since ..... . The said account is satisfactorily operated by ..... (name of the applicant). Their financial position for business operations in providing manpower for various services is good and they are capable enough of doing a turnover of ₹ 112 Lakh (Rupees One Hundred and Twelve Lakh only) in providing manpower for various services.

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

For the bank with Name,  
Designation & Seal

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

<b>Particulars</b>	<b>Banker</b>
Account No	
Type of Account:	
Name of the Bank and complete postal address:	
IFS Code	
Name and Job-title of the Contact Person	
Telephone No(s) and Email ID etc.	
Whether Credit Facility/Overdraft facility availed by the agency.	
The period from which the agency has been banking with the Banker.	
Any other information which the vendor may like to furnish about its Banker.	

Date:

Authorized Signatory:

(With Name/Designation & Seal)