

Reserve Bank of India/ भारतीय रिज़र्व बैंक Human Resource Management Department / मानव संसाधन प्रबंध विभाग Guwahati / गुवाहाटी

भारतीय रिज़र्व बैंक अधिकारी क्वार्टर, जी.एस. रोड, क्रिश्चियन बस्ती, गुवाहाटी में वी ओ एफ/टी एच एच के लिए वार्षिक रखरखाव (हाउसकीपिंग) और खानपान सेवा अनुबंध के लिए ई-निविदा

ई-निविदा नं: <u>आर.बी.आई/गुवाहाटी/मासंप्रावि/3/24-25/ET/102</u>

निविदा सूचना

भारतीय रिज़र्व बैंक, गुवाहाटी उपर्युक्त सेवा के लिए दो बोली प्रणाली (तकनीकी और वित्तीय बोली) के तहत ई-निविदाएं एक साथ आमंत्रित करता है। निविदा प्रपत्र 28 जून, 2024 को प्रातः 11:00 बजे से आरबीआई की वेबसाइट <u>www.rbi.org.in</u> और एमएसटीसी ई-पोर्टल <u>www.mstcecommerce.com</u> पर देखने / डाउनलोड करने के लिए उपलब्ध होंगी।

आपकी निविदा, विधिवत भरी हुई और ई-हस्ताक्षरित, केवल **एमएसटीसी न्यू कॉमन पोर्टल** (MSTC New Common Portal) <u>www.mstcecommerce.com</u> के माध्यम से ई-टेंडरिंग मोड द्वारा प्रस्तुत की जानी चाहिए। ई-निविदा प्रक्रिया की अनुसूची और संक्षिप्त विवरण इस प्रकार हैं:

- 1. कुल अनुमानित लागत: ₹27,40,764/-
- 2. कुल बयाना: ₹54,815/-
- 3. इवेंट का प्रकाशन- दिनांक और समय: 28.06.2024 को 11:00 बजे से।
- 4. बोली प्रारंभ होने की दिनांक और समय: 16.07.2024 को 11:00 बजे से।
- 5. बोली-पूर्व बैठक: 12.07.2024 को 11:00 बजे से बैंक के मुख्य कार्यालय भवन में।
- 6. बोली बंद होने की दिनांक और समय: 25.07.2024 को 17:00 बजे।
- 7. बोली (भाग-1) खोलने की दिनांक और समय: 26.07.2024 को 12:30 बजे से।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा।

बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी या सभी निविदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार बैंक सुरक्षित रखता है।

> क्षेत्रीय निदेशक भारतीय रिजर्व बैंक गुवाहाटी

RESERVE BANK OF INDIA HUMAN RESOURCE MANAGEMENT DEPARTMENT GUWAHATI

e-Tender for Housekeeping, Maintenance and Catering Arrangements for Visiting Officers' Flats (VOF) and Transit Holiday Home (THH) of the Reserve Bank of India at Christian Basti, Guwahati

Name of the Tenderer:Address:				
Mobile & e-mail:				
Last date of submission of Tender	July 25, 2024 up to 17:00 Hrs.			
Date & time of opening of Part-I (Technical Bid)	July 26, 2024 at 12:30 hrs.			

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DISCLAMER

The Bank has prepared this document to provide background information on the assignment to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its authorities, agencies, any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents will be required to confirm in writing that they have done so and that they do not merely rely on the information provided by the Bank while submitting the tender. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with this tender or to change the configuration of the tender, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender.

Reserve Bank of India Guwahati

SCHEDULE OF e-TENDER

and Catering arrangement for Visiting Officers Flat (VOF) and Transit Holida Home (THH) of the Reserve Bank of India at Christian Basti, Guwahati. 2) e-Tender no. RBI/Guwahati/HRMD/3/24-25/ET/102 3) Mode of Tender (online) e-Procurement System (MSTC Portal) (Online Part I - Technical Bid and Part II - Financial Bid through (www.mstcecommerce.com) 4) Publication of NIT in Press, RBI website 5) Publication of NIT on MSTC portal June 28, 2024 (Friday)
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website
5) Publication of NIT on MSTC portal June 28, 2024 (Friday)
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6) Availability of tenders for viewing June 28, 2024 (Friday) onwards
7) re-Bid meeting (Offline) & Venue July 12, 2024 (Friday) at 11:00 Hrs.
Venue: Video Conference Room, 4th Floor
Reserve Bank of India, Station Road, Par Bazar, Guwahati 781001
8) Date of publication of minutes of the July 15, 2024 (Monday)
pre-bid meeting on RBI website and
MSTC portal, if any.
0) Fatimente d Malue of Tandan 307 40 764/
9) Estimated Value of Tender ₹27,40,764/- (Rupees Twenty-Seven Lakh Forty
Thousand Seven Hundred Six-Four only) (Subject to total services rendered)
10) Transaction fees As charged by MSTC ltd. Payment of
transaction fees will be paid online through
MSTC payment gateway.

11)	Details of Earnest Money Deposit	EMD of ₹54,815 /- can be remitted through:		
	(EMD)	i. NEFT:		
		Reserve Bank of India, Guwahati, A/c No-8692299, IFSC Code - RBIS0GWPA01 (0=Zero),		
		Or		
		ii. Demand Draft:		
		DD in favor of Reserve Bank of India,		
		Guwahati to be delivered in physical form		
		at Reserve Bank of India, Station Road,		
		Pan Bazar, Guwahati 781001.		
12)	Last date of submission of EMD	July 25, 2024 (Thursday) upto 17:00 Hrs.		
13)	Date of Starting of e-Tender for	July 16, 2024 (Tuesday) at 11:00 Hrs.		
	submission of online Technical Bid and Financial Bid at			
	www.mstcecommerce.com			
14)	Date of closing of online e-tender for submission of Technical Bid & Financial Bid	July 25, 2024 (Thursday) up to 17:00 Hrs		
15)	Date & time of opening of Part-I	July 26, 2024 (Friday) at 12:30 hrs.		
	(i.e., Technical Bid)			
16)	Date & Time of opening of Part-II	The Part-II Financial Bid of only those		
	(Financial Bid)	tenderers will be opened who fulfil the		
		eligibility criteria (Part-I, Section-III) and		
		scores minimum 40 marks in Technical		
		Bid Evaluation (Part-I, Section-IV) and		
		fulfills all other terms and conditions		
		specified in the tender document. Such		
		bidder(s) will be intimated regarding		
		date of opening of Part- II Financial Bid		
		through e-mail provided by the bidders		
		in their Technical Bid.		
	1			

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PART-I, SECTION-I

IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their online e tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the e-Tender for opening of the price bid.

1. Process of e-Tender:

(A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special note:

The Technical Bid has to be submitted on-line at through **MSTC Portal (Common Portal)** at www.mstcecommerce.com.

- a) Vendors are required to register themselves online with $\underline{\text{www.mstcecommerce.com}} \rightarrow \text{e-}$ Procurement \rightarrow Common Portal \rightarrow Vendor Login \rightarrow Register \rightarrow Filling up details and creating own user id and password \rightarrow Submit
- b) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

Contact person (MSTC Ltd):

MSTC Helpdesk no. – 07969066600 (for system settings)

SI No	Contact Person	Email	Phone No.	Technical Support
1	Shri Prashant Chitranjan , M	ghyopn2@mstcindia.in	8592888286	
2	Shri Shubhajit Roy, DM	ghyopn1@mstcindia.in	7501524754	0361-2221199
3	Shri Debayan Kar, AM	ghyopn3@mstcindia.in	9831149790	

Contact person (RBI Guwahati):

SI No	Contact Person	Email	Phone No.
1.	Shri Bignya Prasad Samantaray, AM	allotmentguwahati@rbi.org.in	9040178024
2.	Shri Abhishek Shukla, Assistant	allotmentguwahati@rbi.org.in	7399811340

(B) System Requirements:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet Explorer
- c) Signing type digital signature
- d) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system to disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.
 - > Tools => Internet Options =>Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".

(C) Other Settings:

- ➤ Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- ➤ To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options
 - → custom level (Please run IE settings from the page https://www.mstcecommerce.com once).
- **(D)** Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.

The Technical Bid and the Financial Bid will have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on the specified date and time as given in the Tender.

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

2. <u>Special Note towards Transaction Fee:</u> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a Challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the Challan without making change in the same. On

selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

3. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

- 4. Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration with MSTC portal. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 5. e-Tender cannot be accessed after the due date and time mentioned in NIT.

6. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website $\underline{www.mstcecommerce.com} \rightarrow Common$ Portal \rightarrow Vendor Login \rightarrow Register \rightarrow My menu \rightarrow Auction Floor Manager \rightarrow live event \rightarrow Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- I) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- p) No deviation to the technical and commercial terms & conditions are allowed.
- q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.
- r) The bid will be evaluated based on the filled-in technical & commercial formats.
- s) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

PART-I, SECTION-II

TENDER FORM

The Regional Director
Reserve Bank of India
Human Resource Management Department
Guwahati-781001

Madam,

e-Tender for Housekeeping, Maintenance and Catering Arrangements for Visiting Officers' Flats and Transit Holiday Home of the Reserve Bank of India at Christian Basti, Guwahati

- 1. Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to take up the services for Providing Housekeeping, Maintenance and Catering arrangements at VOF and THH at Christian Basti, Guwahati at the rates mentioned in the financial bid and in accordance with various conditions laid down in the tender document.
- Should this tender be accepted, I/We hereby agree to abide by and fulfil the
 prescribed terms and conditions so far as they may be applicable or in default
 thereof to forfeit and pay to Reserve Bank of India the amount specified in the said
 conditions.
- 3. I/We also agree that the tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/We also agree to provide an Earnest Money Deposit (EMD) and Security Deposit, valid for the entire period of validity of the tender.
- 4. I/We hereby agree to abide by all terms and conditions laid down in the e-tender document.

- 5. I/We before signing this e-tender have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 6. I/We shall abide by the provisions of the Minimum Wages Act, Contract Labour Act and other Statutory provisions like Provident Fund Act, ESI, PF, Bonus, Gratuity, Relieving charges, uniform and allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Central Government from time to time and shall be fully responsible for any violation. I/We shall also produce the documentary evidence for the above on monthly basis to the satisfaction of the Bank.

I/We understand that Reserve Bank of India reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason thereof.

Place:	Signature and Seal of the Tendere
Date:	
	(Name of Authorized Signatory)

Reserve Bank of India Guwahati

PART-I, SECTION-III

ELIGIBILITY CRITERIA

The Reserve Bank of India, Guwahati is desirous of engaging an agency in housekeeping, maintenance and catering services for running its **05 numbers of Visiting Officers' Flats** and **04 numbers Transit Holiday Home** at Christian Basti, Guwahati on a 365*24*7 basis. The Bank may increase/ decrease the number of **rooms/ persons** as per its requirement.

The VOFs and THHs should be managed on round-the-clock basis. The agency must ensure availability of one (01) Supervisor, one (01) Cook, one (01) Helper for Catering, one (01) Waiter/ Serving Boy and three (03) support staff at all times taking into account usual weekly off. The replacement for any staff on days of weekly off will also have to be provided by the agency accordingly.

The contract shall commence from the date of awarding the contract by RBI and shall remain in force initially till March 31, 2025, extendable one year at a time for further period of maximum two years at the Bank's discretion or such other period as the Bank may consider necessary, subject to satisfactory services rendered by the tenderer during the currency of the contract period.

1. ELIGIBILITY CRITERIA: -

a) Documentary evidence/ declaration may be uploaded/ provided for the below mentioned eligibility criteria in the absence of which the bid is subject to rejection: -

i) Registration: -	The tenderer should be registered with the appropriate Government authority and should be a well-established organization. (Note: - Documentary evidence for the registration should be uploaded on the MSTC Portal)
ii) Experience: -	The tenderer should have the experience in Housekeeping, Maintenance and Catering of Guest Houses of reputed Organizations (Government Departments (Central or State)/ Public Sector Undertakings/ Reputed private sector companies/ Multinational corporations/ Public or Private Sector banks) on round-the-clock basis for a continuous period of a minimum of three years during last three financial years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24. Tenderer should furnish their client list, as per specified format in Annexure-I, showing the details of work carried out by them during the last three

financial years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24.

Note: - Documentary evidence for such experience in Housekeeping, Maintenance and Catering Services and relevant work experience certificates of having successfully completed similar works/ contracts basis for a continuous period of a minimum of three years, during the last three financial years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24, along with <u>Annexure-I</u>, shall be uploaded on MSTC portal.

iii) Client Certificate: -

The tenderer have to upload / submit the Client Certificate(s) as per specified format in Annexure-II having successfully completed similar works/ contracts for housekeeping, maintenance and catering services of guest houses of Government Departments/ Public Sector - Central or State/reputed private sector companies/ Multinational corporations/ Public or Private Sector Banks round-the-clock basis during last five financial years i.e., F.Y. 2019-20, F.Y. 2020-21, F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24 which should be either of the following:

One (01) work or more for housekeeping, maintenance and catering services costing not less than the amount equal to 80% of the estimated cost.

OR

Two (02) works or more for housekeeping, maintenance and catering services each costing not less than the amount equal to 50% of the estimated cost.

OR

Three (03) works or more for housekeeping, maintenance and catering services each costing not less than the amount equal to 40% of the estimated cost.

Documentary evidence for the above as per specified format Annexure-II should be uploaded on the MSTC Portal without which the e-tender is liable for rejection at the discretion of the Bank without assigning further reasons thereof.

iv) Annual Turnover: -

The tenderer must have **annual turnover** equivalent or more than 100 percent of the estimated cost ₹27,40,764/- (Rupees Twenty-Seven Lakh Forty Thousand Seven Hundred Six-

	Four only) of the contract during last three financial years i.e.,
	F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24
	(Upload the Income Tax Return Certificate/ Assessment Order/ CA Certified statement of accounts/ audited Balance Sheet on MSCTC Portal)
v)Banker's	The tenderer must also upload Banker's Certificate as given in
Certificate: -	Annexure III of the value equivalent to or more than 100
	percent of the estimated cost ₹27,40,764/- (Rupees Twenty- Seven Lakh Forty Thousand Seven Hundred Six-Four only)
	of the tender, to prove their credit worthiness.
	(Upload the Banker's certificate as per specified Format on
	MSCTC Portal)
vi) Profit: -	The tenderer must be profitable during last three financial
	years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24 (Upload duly certified by CA/ certified copy of balance sheet
	on MSTC Portal)
vii) Current Bank	The tenderer should have current bank account in scheduled
Account: -	commercial bank.
viii) PAN: -	The tenderer should have valid PAN. (Upload the scanned copy of the PAN on MSTC portal.)
	(opioud the coalinear copy of the First on more portain)
ix) GST	The tenderer should have valid GST registration.
Registration: -	(Upload the GST Registration Certificate on MSTC portal.)
x) EPF	The tenderer should have valid Employee Provident Fund
Registration: -	(EPF) Registration. (Upload the EPF Registration Certificate on MSTC portal.)
	(Optoau the EFF Registration Certificate on MSTC portai.)
xi) ESI	The tenderer should have valid Employees State Insurance
Registration: -	Corporation (ESI) Registration. (Upload the ESI Registration Certificate on MSTC portal.)
xii) Certification:-	The tenderer shall possess valid ISO Certification as applicable
	for the similar scope of work. The certificates shall be valid on the last date of submission of tender.
	(Upload the relevant certificate on MSTC portal.)
xiii)Earnest	The tenderer should deposit Earnest Money Deposit (EMD) of
Money Deposit (EMD): -	₹54,815/- (Rupees Fifty Four Thousand Eight Hundred Fifteen only) The e-tender without the EMD will be Rejected
(LIVID)	by the Bank.
xiv)Undertaking/	The tenderer should upload / submit the Undertaking/
Declaration: -	Declaration as specified in Annexure-IV on the letter head of the
	agency/company/ firm that there should not be any case/ neither

any charge under investigation/ enquiry/ trial against the agency/company/firm, nor it be convicted in a Court of Law or suspended/ blacklisted by any organization on any grounds. Concealment of facts and subsequent detections will lead to annulment of the contract/ rejection of the bid forthwith.

(Upload the Undertaking/ Declaration on the Letter Head of the Bidder as per specified Format on MSTC Portal)

THE TENDERS SUBMITTED BY THE TENDERERS WHO DO NOT FULFIL THE ELIGIBILITY CRITERIA AND WITHOUT DOCUMENTARY EVIDENCE IN SUPPORT OF ALL THE ABOVE SPECIFIED ELIGIBILITY CRITERIA AND ALSO THE OTHER TERMS AND CONDITIONS ENUMERATED IN THE TENDER WILL BE SUMMARILY REJECTED BY THE BANK.

- **b)** The tenderer should ensure that they fulfil the eligibility criteria before submitting the e-tender online and they should also submit all the relevant details/ information along with the e-tender and **must upload the documentary evidence on MSTC portal**.
- **c)** The opinion/ decision of the Bank regarding the bids shall be final and conclusive. The Bank reserves the right to reject any or all the bids any time without assigning any reason thereof.
- d) The tenderer should upload the list of clients served (current and previous) as per the specified format given at Annexure I. The list of clients, present and past assignment certificates from clients with respect to performance of the tenderer not older last three financial years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24, the total number of staff in the organization engaged in housekeeping maintenance and catering service should be submitted. The Bank reserves its right to contact any of these clients for confirmation/ satisfaction of the experience certificate submitted by the Agency. The Bank may obtain reports on past performance of the tenderer from its clients and bankers. The Bank may evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is found not meeting the required eligibility for participating in the tendering process at any point of time and/or its performance reports received from its clients and/or its bankers are found unsatisfactory, the Bank reserves the right to reject its offer even after opening of Part-I of the tender and EMD shall be returned to the tenderer as it is. The Bank is not bound to assign any reason for doing so.
- e) The tenderer should have a procedure to conduct police verification of its workforce (to be deployed for the purpose) and will be responsible for their conduct/ irregular behavior. All the worker/ members employed by the agency must have proper police verification and periodic medical checkup (to be renewed from time to time). The agency shall provide a certificate in this regard to the Bank.
- f) The track record of a tenderer should be clean without any involvement in illegal activities or financial frauds. There should not be any case with the Police/ Court/

- Regulatory authorities against the tenderer or proprietors / partners in case of Proprietorship/Partnership firm.
- **g)** The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority over past 10 years.
- **h)** The tenderer must not have been suspended / delisted / blacklisted by any organization including Reserve Bank of India at any location in India on any grounds over past 10 years.
- i) The tenderer should not have rescinded / abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract over past 10 years. The tenderer shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- j) The Bank reserves the right to reject incomplete e-tender forms or bids where the tender has been left blank in place or if information furnished is found to be misleading.
- **k)** If the performance of the tenderer is found to be unsatisfactory for any reason, in any organization, the Bank reserves the right to reject the bid submitted by the tenderer.
- I) The opinion/ decision of RBI regarding the bid shall be final and conclusive. The Bank reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further, the bids shall be rejected out rightly if information furnished is found to be wrong or misleading or bids are conditional.

Reserve Bank of India Guwahati

PART-I, SECTION-IV

Evaluation Matrix

1 **Evaluation Matrix for Technical Bid Evaluation:**

Internal Evaluation Parameters Set by the Bank and Weightage Score are as below:

Sr. No.		Evaluation Parameter	Weightage		
I.	Average turn over last three financial years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24		30 Marks		
	a.	. Above ₹1 crore			
	 b. Above ₹75 lakh to ₹1 crore c. Above ₹50 lakh to ₹75 lakh d. Above ₹30 lakh to ₹50 lakh 		25		
			20		
			15		
	e.	₹27 lakh to ₹30 lakh	10		
II.	Clier Main five 22, F	20 Marks			
	One (01) work or more for housekeeping, maintenance and catering services costing not less than the amount equal to 80% of the estimated cost.				
	b Two (02) works or more for housekeeping, maintenance and catering services each costing not less than the amount equal to 50% of the estimated cost		15		
	С	Three (03) works or more for housekeeping, maintenance and catering services each costing not less than the amount equal to 40% of the estimated cost	10		
	* all values are yearly contract values not total contract value. Proper documentary proof must be uploaded in MSTC portal.				

III.	Emp minis 23 an Cate work (with term	20 Marks				
	а	Any office of Reserve Bank of India / Central Government	20			
	b PSBs/ PSUs/Private Sector Banks					
	c Others					
	Proper address of such offices and details of appropriate authority must be mentioned in the supporting documents.					
IV.	Experience in Housekeeping, Maintenance and Catering of V. Guest Houses 30 Marks					
	а	Above 10 years	30			
	b	7 years to 10 years	20			
	С	3 years to 7 years	10			
TO	TOTAL MAXIMUM MARKS 100					

Proper documentary proof must be uploaded in MSTC portal.

2 Evaluation Criteria:-

The tender submitted by the tenderer shall be evaluated as described below:

- **a.** First, Part-I (Technical bid) will be evaluated. Tenderers shall furnish all the information for Technical Evaluation as specified in the eligibility criteria.
- b. Supporting documents for the various items mentioned in the Eligibility Criteria must be uploaded on the MSTC Portal for Technical evaluation. The tenders uploaded without documentary evidence mentioned in the tender documents will be summarily REJECTED BY THE BANK.
- **c.** The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and take the decision regarding qualification in Technical Bid Evaluation.
- **d.** The Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a bidder, that is not reasonable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted.
- **e.** If a tenderer does not provide clarifications of its Tender by the date and time set by the Bank, **its Tender shall be liable to rejection.**
- f. Scoring of marks for Technical Bid evaluation will be based on criteria mentioned in evaluation matrix of the tender document.
- **g.** The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Note: - Scanned copy of the supporting documents must be uploaded while submitting e-tender online through MSTC E-Commerce portal.

3 Part-I, Technical Bid Evaluation: -

- The tenderers who fulfill the eligibility criteria and score minimum 40 marks out of 100 in Technical Bid evaluation shall be qualified for next stage of opening of Part-II Financial Bids.
- II. The tenderers who get less than 40 marks in Technical Bid Evaluation shall stand rejected from further process of bid evaluation.
- III. The total marks obtained by a tenderer in the Technical Bid Evaluation shall be allocated 30% of weightage for further selection of the successful tenderer.

IV. Illustration-1:

if a tenderer has secured 70 marks out of the total 100 marks in Technical Bid Evaluation, then his **Technical Bid Value** shall be **21** (30% X marks obtained in Technical evaluation).

IV. The tenderers who are qualified in the Technical Bid evaluation stage shall only be called for opening of the Part-II, Financial Bid Evaluation. The Bank will intimate the tenderers, the time/ venue for the opening of Financial Bid by email.

4 Part-II, Financial Bid Evaluation: -

- **I.** The total value obtained by a tenderer in the Financial Bid evaluation shall be allocated 70% of weightage for the selection of successful tenderer.
- II. The valid tenderer (fulfilling criteria in 3 above) with the **lowest Financial Bid** price (L1) shall be assigned value of 70 (i.e. 70% x 100).
- **III.** The **Financial Bid value** of the other tenderer shall be computed as under:

IV. The Value of Financial bid shall be as given in Illustrations below

Illustration -2:

If the price quoted by lowest bidder is Rs.50,00,000/- then its Financial Bid value is

$$FBv = (50,00,000 / 50,00,000) \times 70 = 70$$

Illustration-3:

If a tenderer has quoted 50,50,000/- as its price bid and lowest bid price is 50,00,000/- then its Financial Bid value is

 $FBv = (50,00,000 / 50,50,000) \times 70 = 69.31$ (rounded-off to two decimal places)

5 Selection of Successful Tenderer:-

- i) For the selection of the successful tenderer, 30% weightage will be given for Technical Bid and 70% weightage for the Financial Bid, thereby making a total of 100% weightage for the evaluation of bids.
- ii) The Total Evaluation value of the tenderer for ranking shall be given as below: -

Illustration-4:

If the tenderer in Illustration-1 and Illustration-3 whose **Technical Bid value is 21** and **Financial Bid value is 69.31** then its **Total Evaluation value** will be

$$TEv = TBv + FBv$$

$$TEv = 21 + 69.31 = 90.31$$

- iii) The tenderer's ranking shall be arranged depending on the **Total Evaluation value** (highest to lowest) obtained by each of the tenderer.
- iv) The work will be awarded to the tenderer who gets Highest Total Evaluation Value [Technical Bid Value Plus Financial Bid Value].
- v) The tenderer with highest Total Evaluation Value shall be considered as the Successful Bidder (L-I).
- vi) The contract will be awarded to the Successful Bidder.
- vii) In case the situation arises, where the **Total Evaluation Value** of two or more tenderer are same, in that case the Bank will give **first preference to the firm with higher marks in Technical Bid Evaluation.** Further, in case of equal marks in Technical Bid Evaluation; the preference will be given to the tenderer having **higher average annual turnover in last three financial years i.e.**, **F.Y.2021-22**, **F.Y.2022-23** and **F.Y. 2023-24**

Reserve Bank of India Guwahati

PART-I, SECTION-V

SCOPE AND SERVICES OF THE CONTRACT

1. Deployment of staff at VOFs & THHs, Christian Basti Guwahati: -

The deployment of staff shall be as under: -

SI	B	Requirement of Workers			
No	Detail of Workers	Skilled	Semiskilled	Unskilled	Total
1	Supervisor	01	-	-	01
2	Cook	-	01	-	01
3	Helper (Catering)	-	-	01	01
4	Waiter / Serving Boy 01		01		
5	5 Support Staff (Housekeeper)		-	03	03
Total No. of Staff Required		01	01	05	07

2 Responsibility of Staff :-

2.1 SUPERVISORS: -

- i) Minimum qualification is graduation (from any subject/ stream) with at least three (03) years' relevant experience in hospitality industry.
- ii) Should be of courteous and polite demeanor.
- **iii)** Will be responsible for cleanliness in rooms, appropriate treatment to guests and workers.
- **iv)** Has to be proactive in solving the infrastructural and human problems. He will personally be responsible for handling the house keepers entrusted with the cleaning of rooms.
- v) Should ensure that all electrical, plumbing, furniture, linen, etc. are always in proper order through constant checking of the works carried out by the house keepers.
- vi) Should interact with the guests in the rooms and enquire personally or through telephone regarding their comfort and assist them regarding tourist information if requested for.

- vii) Should ensure that all the rooms are cleaned before and after allotment
- viii) Should respond to all housekeeping calls made by guests in rooms and assign house keepers
- ix) Should interact with Bank's allotment desk and maintain list of room bookings
- **x)** Should allot rooms, hand over/take over the keys of the rooms.
- xi) Operate the telephone and email
- **xii)** Will supervise and check the overall working of cook, helper, waiter/serving boy and other support Staff.
- **xiii)** Will submit the bills to the Bank on time.
- **xiv)** Will be the agency's point of contact with the Bank.
- **xv)** Should ensure that all lights, plumbing fittings, TVs, etc. are in working order.
- **xvi)** Should convey to plumbers/electricians for shortfalls in electric supply/ water before allotment of rooms.

2.2 COOK: -

- i) Cook Should have minimum 03 (three) years' experience of cooking in well-established kitchen.
- ii) Should be well versed in cooking north and south Indian dinners/lunch/breakfast items
- iii) Should maintain hygiene in the kitchen.
- iv) Should assign works to utility helpers and waiters in kitchen.
- v) Should ensure that timely good quality food is served to guests in the dining hall or in the rooms, if the guests are not able to go to the dining Hall, generally due to medical reasons.
- **vi)** Should ensure that all the utensils crockery kitchen equipments are cleaned and in working order.
- vii) Should ensure that the kitchen and dining halls are kept clean and in hygienic condition.

2.3 SUPPORT STAFF (Helpers / Waiters/ Housekeepers/):-

- i. Should be courteous and polite.
- ii. Should serve the meals to guests in a clean and hygienic manner.
- iii. Should keep the dining tables always clean and presentable.
- iv. Should enquire with guests and provide additional food items on request.
- v. Should not keep guests waiting to be served.

- vi. Should sweep, swab and dust the rooms/ lobby/ staircase/ furniture etc.
- vii. Should thoroughly clean the toilets/ kitchens/rooms.
- viii. Should change the linens, bed covers, towels etc.
- ix. Should assist cooks in cutting/storing of vegetables, etc.
- x. Should clean utensils/plates thoroughly using appropriate cleaning materials

Arrangement of porting of luggage to and from gate/ reception to room and vice versa is to be made by the support staff.

3 CATERING: -

- a) To render high quality Food and Beverage services at high standards to the guests.
- b) The vendor/ agency/ firm/ company shall provide the following catering services: -
- i) Prepare and serve Tea, Coffee, Breakfast, Lunch, Dinner etc., as per the approved menu.
- ii) The menu may be altered for specific guests/ special occasions/ programmes/ functions as desired by RBI, within the overall scope of the menu. For any extra item, not covered in the menu Annexure A, the vendor/ agency/ firm/ company may charge additionally on the mutually agreed rates.
- **iii)** The vendor/ agency/ firm/ company shall take orders well in time from the guests regarding their food requirements.
- iv) The vendor/ agency/ firm/ company shall take care to provide healthy and good food to the guests as per the standard menu prescribed by RBI. However, in exceptional cases, they may have to prepare food as specified by the guests on medical grounds.
- v) The vendor/ agency/ firm/ company shall be responsible for procurement of grocery items and ingredients. Best quality fresh consumable items and packed ingredients shall be used in the preparation of food and beverages.
- vi) Fresh vegetables and milk, standard beverages shall be used. The RBI officials will carry out the surprise inspection regularly and they should be fully satisfied about the quality of consumable items used.
- vii) The vendor/ agency/ firm/ company shall store sufficient quantity of high-quality ingredients to ensure preparation of food items in time. The vendor/ agency/ firm/ company at his own risk shall make the procurement and storage.

- viii) The timings for services shall be as informed by the RBI.
- **ix)** Food prepared shall be used for the specific service and the left-over food shall not be served during the next meal service.
- **x)** Room service shall be provided to Officers guests in case they are not able to go to the Dining Hall due to medical reasons.
- **xi)** The vendor/ agency/ firm/ company shall provide efficient and prompt service to all members.
- **xii)** The food preparation is to be done in a strict hygienic environment without any compromise. The staff members are also expected to be reporting for duty in good health and hygiene as well as wear clean and proper uniform while in duty.
- **xiii)** The vendor/ agency/ firm/ company shall ensure total cleanliness of the VOFs & THHs premises and regular cleaning of kitchen and kitchen appliances, chimney, fridge, water purifier etc.
- **xiv)** The vendor/ agency/ firm/ company shall carry out the assigned jobs/services up to the satisfaction of the RBI officials. If any shortcoming is found, then on instruction from RBI officials, the vendor/ agency/ firm/ company shall rectify the shortcoming immediately.
- **xv)** The vendor/ agency/ firm/ company shall ensure that it appoints well qualified & experienced cook and assistant cook, as specified above, for preparation of all types of food.
- **xvi)** The vendor/ agency/ firm/ company shall arrange and serve outside preparations/ food as and when instructed by the guests and shall claim reimbursement along with the regular bills from the guests.
- **xvii)** The vendor/ agency/ firm/ company shall attend to any or all catering requirements whether covered-contractually or otherwise, at a predetermined price laid out in the contract or mutually agreed upon thereafter.
- **xviii)** The vendor/ agency/ firm/ company may inspect the kitchen equipment, crockery and cutlery etc. available in the VOF kitchen.
- **xix)** Regular cleaning, proper maintenance and handling of kitchen appliances shall be the responsibility of the vendor/ agency/ firm/ company.
- All the items supplied by the Bank at its expense for running VOF/THHs will be Bank's property for all intents and purposes. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture due to improper handling shall be recovered from the agency at full cost.

xxi) Regarding natural wear and tear of any such item, the decision of the Bank shall be final and binding on the agency. Records for damages/breakages because of normal wear and tear will have to be maintained on by the agency for verification by the Bank from time to time.

RATES FOR FOOD ITEMS: -

Annexure A

SI.No.	Name of the Item	Rate (Rs)
1	Tea Per Cup	10
2	Coffee Per Cup (Nescafe with Milk)	15
3	Green Tea	10
4	Lemon Tea	10
5	Paratha Plain (one)	20
6	Paratha Stuffed (one)	40
7	Paratha Paneer (one)	50
8	Butter (Amul or equivalent)	MRP
9	Curd (Amul or equivalent)	MRP
10	Bread Slice 2 Piece	10
11	Veg. Sandwich (2 pc.)	40
12	Egg Sandwich (2 pc.)	45
13	Boiled Egg (one)	12
14	Egg Bhurji/ Omelet of 2 eggs	40
15	Omelet with Bread Slice (2 eggs + 2 Bread Slices)	50
16	Plain Maggi (Cup)	MRP
17	Veg. Pakoda (100 gm)	60
18	Paneer Pakoda (100 gm)	100
19	Kulcha Cholle (2 pc.)	60
20	Extra Kulcha per piece (with Cholle)	20
21	Channa Bathura (2 pc.)	60
22	Extra Bathura with Channa (1 pc.)	30
23	Cholle Puri (4 pc.)	60
24	Extra Cholle Puri (2 pc.)	30
25	Puri Sabzi (4 pc.)	60
26	Dosa (with Sambar and coconut chutney)	
	Plain (one)	30
	Masala (one)	60
	Paneer (one)	80
27	Idli with Sambar and coconut chutney (04 Pieces)	60

28	Extra Idli with Sambar (one)	15	
29	Uttapam (with Sambar and coconut chutney) (02 Pieces)		
	Onion/Tomato/Mix veg	70	
	Paneer	100	
30	Mineral Water (Bisleri/Kinley/Aquafina/Kingfisher)	MRP	
31	Jaljeera (250ml)	15	
32	Lemon Soda (250ml)	15	
33	Sweet Lassi (Amul or equivalent)		
34	Milk with sugar (200ml)	20	
35	Namkin Lassi (Amul or equivalent)	MRP	
36	Lemon Water	15	
37	Mix Fruit Juice	MRP	
38	Cold Drink	MRP	
39	Apple Juice	MRP	
40	Cold Drink	MRP	
41	Veg Soup	40	
42	Salad per Plate (Small)	30	
	Veg. Standard Meal		
	i) Chapatis		
	ii) Rice		
	iii) Dal Fry	140	
43	iv) Dry Vegetables		
	v) Gravy vegetable		
	vi) Papad		
	vii) Salad		
	viii) Pickle		
	Matar Paneer		
44	(a) Full Plate (100gm Paneer)	90	
	(b) Half Plate (75gm Paneer)	70	
	Palak Paneer		
45	(a) Full Plate (100gm Paneer)	90	
	(b) Half Plate (75gm Paneer)	70	
	Shahi Paneer		
46	(a) Full Plate (100gm Paneer)	90	
	(b) Half Plate (75gm Paneer)	70	
47	Kadhai Paneer		
47	(a) Full Plate (100gm Paneer)	90	

	(b) Half Plate (75gm Paneer)	70	
	Rajma	·	
48	(a) Full Plate (serves 02 person)	70	
	(b) Half Plate (serves 01 person)	50	
	Chana Masala		
49	(a) Full Plate (serves 02 person)	70	
	(b) Half Plate (serves 01 person)	50	
50	Egg Curry (2 eggs)	60	
51	Dal (plain) per plate	50	
52	Dal (Fried) per plate	60	
53	Aloo Matar	50	
54	Seasonal Vegetables	60	
55	Plain Roti (01 pc)	10	
56	Plain Rice (01 Plate)	30	
57	Jeera Rice (01 Plate)	40	
58	Basmati Rice (01 Plate)	70	
59	Fried Rice/ Veg Pulao (01 Plate)	50	
	Fish (Rohu)		
	Fish Fry (02 pc, 200 gm)	100	
	Fish Fry (1 pc, 100 gm)	50	
60	Fish Curry		
	(a) Full Plate Curry (02 pc, 200 gm)	120	
	(b) Half Plate Curry (1 pc, 100 gm)	60	
	Chicken		
61	(a) Full Plate (200gm)	120	
ΟI	(b) Half Plate (100gm)	80	
	Mutton		
62	(a) Full Plate (200 gm)	240	
	(b) Half Plate (100 gm)	150	

Note:-

- a. Rates of other items will be decided in consultation with the Bank.
- b. Vegetarian and Non-Vegetarian Items should be kept separately and in separate utensils.
- c. The food items and rates can be changed anytime as per the discretion of the Bank.
- d. The menu may be altered for specific guests / special occasions / functions as desired by RBI, within the overall scope of the menu. For any extra item, the agency may charge additionally on the mutually agreed rates. The quality of the food should be good and may be checked by an Officer of the Bank.

- e. The agency shall take orders beforehand from the staying guests regarding their food requirements.
- f. The agency shall take care to provide healthy food to the guests as per the standard menu prescribed by RBI. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- g. The agency shall be responsible for procurement of raw materials and ingredients, as specified in <u>Annexure-VI</u>. Good quality raw materials and oil of a reputed standard brand shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be satisfactory to the officials of RBI who may carry out random inspection based on inputs.
- h. The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staffs are also expected to be reporting for duty with good health and hygiene as well as washed & pressed uniforms. The agency should ensure total cleanliness and regular cleaning of facilities in the kitchen.
- i. Routine cleaning and proper handling of kitchen equipment required for food production will be the agency's responsibility.
- j. The agency shall co-ordinate the booking & procurement of gas cylinders in time.
- k. The supervisor shall **charge the rates from guests** as per the rates approved by the Bank which should be displayed at reception area for the convenience of the guests. The rates may be reviewed periodically at discretion of the Bank. Beverages like soft drinks etc. will be charged on MRP. The charges for all the above will be collected by the Supervisor from the guests. **No alcoholic drinks** are permitted to be made available to the guests by the agency.

4 HOUSEKEEPING: -

- i) The number of rooms available in the VOF/THHs and the areas of service, etc., are specified in the tender.
- ii) The agency, before submitting its offer, may visit the place for its own assessment.
- **iii)** All the rooms shall be kept in ready to use condition to enable RBI to allot the rooms at any time. All occupied rooms/common areas should be sprayed with good quality air fresheners. The agency must provide liquid mosquito repellent/sprays in occupied rooms/common areas.

- iv) The agency shall notify caretaker of the Bank of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs and ACs. etc., provided in the VOF/THH rooms and other places and the same will be provided by the Bank.
- v) The agency shall keep a track of the recharges of Dish TV in every room and notify the Bank well in advance so that the guests don't face any inconvenience.
- vi) The agency shall ensure the proper functioning of all systems in the VOF/THHs such as electrical, electronic equipment, sanitary systems and water supply. In case of any maintenance required, caretaker may be informed immediately
- vii) The Agency has to ensure the following weekly services:
 - **a)** Mechanical washing and scrubbing of floor area with floor cleaners, detergents, dust removing chemicals and polishing of the floor areas etc.
 - **b)** Removal of cobwebs, dusts, termites, insects, pests etc.
 - **c)** Windows sponging and cleaning.
 - d) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.
 - e) Cleaning of dustbins and buckets with detergents.
 - **f)** Cleaning of sanitary wares and plumbing fittings by using reputed branded products.
 - viii) To render all housekeeping services including cleaning and maintenance of rooms, dining halls, kitchen, toilets, and common areas etc. in the VOFs &THHs. The housekeeping services to be provided shall be of high standard and up to Bank's satisfaction.
- ix) The entire responsibility of cleaning, mopping and cleanliness of rooms, dining halls, kitchen, toilets, and common areas etc. will be the sole responsibility of the vendor/ agency/ firm/ company. The vendor/ agency/ firm/ company shall maintain overall high standards of cleanliness and hygiene.
- **x)** The vendor/ agency/ firm/ company shall keep the vacant rooms in ready position (neat and tidy) so that such rooms may be allotted at any time.
- xi) Towel should be changed on daily basis and bed sheet should be changed either after every two days, if the room is occupied for more than two days by the same occupant OR after every change of occupancy.
- **xii)** The vendor/ agency/ firm/ company shall be responsible for making / arranging the beds and clean all rooms daily.

- **xiii)** All rooms, bathrooms and toilets etc. are to be cleaned with high quality disinfectants. All occupied rooms/common areas should be sprayed with good quality air fresheners. The agency must provide liquid mosquito repellent/sprays in occupied rooms/common areas.
- **xiv)** Ceilings, ceiling fans, windows, glasses and furniture to be cleaned once in fifteen days as well as whenever required.

5 LAUNDRY: -

- i) Bedsheet, pillow covers, and linen should be regularly dry-cleaned after every change as specified above, cost of which will be reimbursed on production of the bills from a renowned drycleaner (drycleaner will be approved by the Bank).
- **ii)** The linen should be changed either after every two days, if the room is occupied for more than two days by the same occupant or after every change of occupancy.
- iii) Linen should be kept in a clean and hygienic condition for use.
- iv) Towels must be dry-cleaned after change, cost of which will be reimbursed on production of the bills from a renowned drycleaner.
- v) Dry-cleaning of used quilt covers should be done monthly basis/ whenever required (by the Bank). Dry-cleaning/Washing of curtains, used blankets etc. are to be carried out on quarterly basis/ whenever required (by the Bank) with prior approval of RBI. Payment towards the same will be reimbursed on production of the bills from a renowned drycleaner.
- vi) The vendor/ agency/ firm/ company shall charge from the guests for washing and ironing of guest's personal clothes at mutually agreed rates.

6 GENERAL ADMINISTRATION

The general administration comprises the following: -

- i) The general administration work will be looked after by the Supervisor.
- **ii)** To take care of the entire operations of the VOFs/THHs and co-ordinate with the HRMD of RBI Guwahati for smooth running of the operations.
- iii) To maintain proper record / register as required by the RBI.
- **iv)** Guest Occupancy Register provided by RBI shall be kept safely. As soon as the guest arrives at the VOF/THH, necessary entries in all columns are to be obtained in the register.
- v) An Attendance Register to be maintained for the attendance of the staff.

- vi) Daily boarding charts are to be maintained for the provision of food to the guests.
- **vii)** A file to be maintained for preserving the room allotment advices.
- viii) Both, Room Rent and Boarding bill books are to be maintained.
- **ix)** The agency himself must visit the premises (THH, VOF) once in a quarter and submit a report to the Bank.
 - x) Room-wise Inventory Register is to be maintained by the vendor/ agency/ firm/ company, to ensure the safe custody of RBI's properties. This is subject to periodical verification by RBI officials. Hence, the vendor/ agency/ firm/ company shall assume full responsibility for maintaining all movable properties of RBI located inside the VOFs/THHs. In case of any shortage, damage etc., the vendor/ agency/ firm/ company will be liable for replacement of the same at their cost.

Note: The vendor/ agency/ firm/ company shall perform all catering and housekeeping work in an efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Bank's own procedures and instructions. The vendor/ agency/ firm/ company shall perform the Services to the satisfaction of the Bank and if any shortcoming is found, the vendor/ agency/ firm/ company shall rectify the shortcoming immediately based on the instruction from the Bank.

7. RECEPTION-CUM-FRONT OFFICE

The Supervisor will attend to phone calls, receive messages, interact with guests and HRMD, RBI, Guwahati to coordinate bookings, room allocation, check-in and check-out of guests, collect cash towards room tariff & catering charges, obtain signatures of guests as required, maintain proper accounting and submit applicable amount periodically to HRMD, RBI, Guwahati.

8. FRONT OFFICE

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

- **a)** Attend to him, receive him, verify identity of the guest and allot the room assigned to the guest. The necessary entries in the guest register, to be provided by the Bank, may be made. The Bank will reserve the rooms and intimate the Agency through allotment advices. The Agency/ Agency's staff shall not allot rooms on its/his own.
- **b)** Accompany guests to his/her room and offer help to carry his baggage to the allotted room, ensure his comforts, offer him tea/ coffee/ food, etc. suiting the time.

The Agency will procure all the materials required for guest amenities and provide toilet kit in the rooms. The items to be provided in these kits will be from the list

of approved brands attached with this tender document. (Annexure-VI)

9. PROVISION OF TEA KIT: -

The contractor/ firm/ company/ agency shall provide a tea/ Coffee kit per room per day of booking in VOF/THH on reimbursement basis. One tea Kit shall contain the following items of brands as specified in <u>Annexure-VI</u>:-

Sr.	Description of	Qty	Remarks
No.	Items		
1.	Milk Sachet	02 Nos	Products should
2.	Sugar Sachet	02 Nos	be of a reputed
3.	Sugar Free sachet	02 Nos	company as per
4.	Tea Bag	02 Nos	Annexure VI
5.	Coffee Sachet	02 Nos	

- i) The contractor / firm / Company/ agency shall keep sufficient stock of Tea/ CoffeeKits for issuing the same to the guests.
- ii) The Bank will reimburse the amount at MRP (no other charges) on the basis of actual bookings.

10. PROVISION OF TOILETRY KIT: -

i) The contractor / firm / company/ agency shall provide a toiletry kit per room per booking in VOF/THH. One toiletry Kit shall contain items as under:

Sr.	Description of Items	Qty	Remarks
No.			
Α	Shampoo (20 mL)	01 No	
В	Moisturizer (20 mL)	01 No	
С	Conditioner (20 mL)	01 No	
D	Body Wash (20 mL)	01 No	Products should be of a reputed company as per Annexure VI.
Е	Soap Cake (Small)	01 No	
F	Toothpaste (Small tube)	01 No	
G	Comb	01 No	
Н	Sanitary/Disposable Bag	01 No	
ı	Toothbrush	01 No	
J	Disposable Shaving Razor	01 No	
K	Shaving Cream (Small)	01 No	
L	Shower Cap	01 No	
М	Zip lock Pouch	01 No	

- ii) The contractor/ firm/ Company shall keep sufficient stock of Toiletry Kits for issuing the same to the guests.
- iii) The reimbursement for the items in the one toiletry kit will be made by the Bank at MRP (no other charges) of the total value of kit.
- **iv)** The written record for the same is to be maintained by the agency which must be presented along with the bill for the reimbursement purpose on monthly basis.

11. PROVISION OF DRINKING WATER:-

The agency has to fill the re-usable steel/ glass water bottles (which are provided by the Bank) on a regular basis as part of regular Housekeeping/ Daily cleaning activity. Apart from this, water shall also be provided on demand as and when required by guests. The water bottles shall be cleaned on daily basis and it is the sole responsibility of the agency to keep the bottles neat and clean. No extra charges will be given for this.

12. PROVISION OF NEWSPAPER: -

The Contractor/ firm/ company/ agency shall provide one English, one economic and two Hindi newspapers (to be decided by the Bank) in the reception area of the each VOF/THH. The re-imbursement for the newspapers on actual cost (no other charges) will be provided by the Bank subject to submission of bills.

13. Supply of cleaning materials and cleaning of rooms, kitchen, Dining Hall, Furniture, Kitchen Equipment, Cutlery/ Crockery for all rooms etc.

- i) All the cleaning material and equipment will be provided by the agency. Cleaning is a complex business. Each room requires a different procedure and each surface requires different cleaning products.
- **ii)** The cleaning material used shall be of standard quality to avoid damage to CP fixture/ tiles/ flooring etc.
- **iii)** The agency, before using any new cleaning product or method, etc., shall make sure to test it on a small, inconspicuous area first. The agency shall use cleaning materials which are preferably non-toxic & ecofriendly as approved by Bank:

Following are the basic specialized cleaning products to be provided by the agency:

- i) Bleach
- ii) Toilet cleaner
- iii) Bathroom cleaner
- iv) Anti-bacterial cleaner
- v) Window Cleaner
- vi) Floor cleaner

- vii) Laundry detergent
- viii) Fabric softener
- ix) Washing-up liquid

Professional cleaning requires following supplies to be provided by the agency:

- i) Bathroom Cleaners
- ii) Kitchen Cleaners
- iii) Hand Soap and Sanitizers
- iv) Dishwasher Detergent and Sanitizers
- v) All-Purpose Cleaners
- vi) Bleach
- vii) Outdoor Cleaners
- viii) Glass and Window Cleaners
- **ix)** Specialty Cleaners like Appliance Cleaners, Degreasers, Metal Cleaners, Furniture and Upholstery Cleaners, etc.
- **x)** Cleaning Tools like Mops, Brooms, Brushes, Buckets and Mop Pails, Trash Cans, Carts and Caddies, Paper Products, Trash and Refuse Bags
- xi) Cleaning Supplies like, Sponges, Dust Pans, Squeegees, Gloves
- **xii)** Floor care like Carpet Cleaners, Hardwood Floor Cleaners, Hard Surface Floor Cleaners and Stain Removers
- **xiii)** Air Care like Spray Air Fresheners, Plug-in Air Fresheners, Odor Absorbers, Solid Air Fresheners etc.
- **xiv)** Vacuum Cleaners & Floor Care like Carpet Cleaners, Floor Cleaning Products, Hard
- xv) Surface Cleaners, Portable Steam Cleaners, Vacuums, Wet/Dry Vacuums, etc.
- xvi) The re-imbursement for the cleaning materials on actual cost (no other charges) will be provided by the Bank subject to submission of bills.

14. FACILITY PROVIDED BY RBI BROADLY INCLUDE

- Modular self-contained Kitchen with all necessary facilities like gas connection, grinder, refrigerators, micro-oven etc. (Refilling of cylinder and cost of the same is to be borne by agency)
- ii) Crockery and cutlery.
- iii) Furniture in rooms, dining halls, lounges, etc.
- iv) Appliances like TV, ACs, Geysers, and Washing Machines etc.
- v) All the available capital equipment will be given on "as is where is" basis. The request for specific requirement from the agency's side, will be considered by the Bank on case-to-case basis. Crockery and Cutlery will be provided against breakages in the normal course on request. Any loss, theft, damage or breakage of the items other than normal wear and tear will be borne by the agency.

vi) The written record of amount of cutlery, crockery, furniture and all the appliances provided by the Bank has to be maintained by the agency on a regular basis. The record may be verified by the Caretaker.

15. PERSONNEL

- i) Appropriate arrangements for smooth running of VOF/THHs operations round the clock shall have to be made by the agency through deployment of suitable personnel. A minimum of three (03) support staff, one (01) Waiter, one (01) Helper, one (01) Cook, and one (01) Supervisor as specified above may be deployed by the agency at all times, failing which the agency's tender will be liable for rejection and the contract shall be terminated with immediate effects.
- ii) It may be noted that the Supervisors will be categorized under skilled, Cook will be categorized under semi-skilled whereas the five supporting staff will be categorized under Unskilled while paying wages under Minimum Wages Act (Central Rules), 1948. Various details of the persons engaged by Agency viz. name, age, sex, residence address and contact number should be provided to the Bank.
- **iii)** The agency shall deploy trained and experienced catering staff, as specified above, on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services, as specified in the tender, and shall keep on training /updating the staff on annual basis.
- **iv)** The agency, shall engage persons keeping in view the provisions contained in the Child Labour (Prohibition and Regulation) Act, 1986 and the amendments thereon.
- v) The agency shall be solely responsible for providing all requirements of its staff, including:
 - a) Payment of wages and all allowances as per the prevailing instructions under Minimum Wages Act (Central Rules), 1948 as amended from time to time.
 - **b)** Collection and payment of all taxes on behalf of its staff and any other statutory requirements such as PF, ESI etc., made by any Government Authority having jurisdiction.
 - c) Prompt replacement of any staff whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.
 - d) All insurance and safety aspects pertaining to staff deployed will be the agency's liability and copy of insurance policy will be submitted in the Bank by the agency. If the agency fails to submit the insurance policy, then the premium on pro rata basis will be deducted from the bills and penalty may be imposed.

- the agency shall produce medical certificates to substantiate the same as required by the Bank. The agency is required to submit the medical certificates (including test for communicable diseases) to the Bank within 15 days of allotment of tender. Further, the agency shall complete medical check-up/ test (including tests for communicable diseases) of all the deployed staff in every six months and the reports of the same shall be required to furnish to the Bank as and when required by the Bank. RBI is at liberty to subject any personnel employed by the agency to medical checkup by Bank's medical officer / any other authorized doctor as and when required.
- f) The agency must furnish police verification report in respect of the staff deployed for the above work. It is the sole responsibility of the agency to submit the police verification and medical certificate of the worker before deployment on the work.
- vi) The agency shall ensure that all its staff so deputed are attired in clean, appropriate uniforms, cap, and shoes, ID Card while on duty and should be courteous and possess good communication skills to deal with senior level officials visiting the VOF/THHs. Hence, the agency should be able to engage Supervisor personnel who are well versed in Hindi/ English. In order to maintain hygiene level, the personnel shall wear caps and gloves while serving food. Smoking, eating or chewing of tobacco/ zarda/ gutka, etc., spitting is strictly prohibited.
- vii) The agency will be solely responsible for managing its staff. In the event of any dispute between the agency and its staff, the agency alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise. The staff so engaged by the agency shall not have any claim, whatsoever, for seeking permanent employment with Reserve Bank of India. There shall be no employer-employee relationship with the agency/ staff deployed by the agency and Reserve Bank of India. The agency shall be wholly and solely responsible for the conduct of such hired manpower during the tenure of the contract as well as post expiry/ termination of the contract. The agency shall indemnify the Bank against any act of omission/ commission/ misconduct/dispute by such hired manpower during and after the expiry of the contract.
- viii) The agency will be solely responsible for the operation of the VOF/THHs. However, the operation will be monitored by the designated officials of the Bank. The agency will also ensure availability of a responsible person/ specially the Supervisors on round-the-clock basis, for contact by the designated officials of the Bank.
- ix) The agency shall engage competent staff for running the VOF/ THHs on round-the-clock basis. Expenses on account of payment of salary / wages / providing food /eatables for agency's staff / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus,

etc., to the agency's staff shall be met by the agency. The agency shall have full responsibility for its staff, including the right to appoint, determine service conditions, discharge, dismiss, or otherwise termination of services at any time. However, the agency shall be solely responsible for any claim arising out of employment or termination of its staff and for statutory payments.

16. General information and conditions with respect to the e-tendering:-

- a. The prospective tenderer may visit the work site before submitting the bid and familiarize themselves thoroughly with the site conditions and scope of works and services.
- b. Before submitting the e-tender, the tenderer should go through the terms and conditions of this e-tender document based on which the work will be awarded by the Bank and required to be executed by the successful bidder. The tenderer may satisfy themselves as to the eligibility and evaluation (Technical bid and Financial bid) criteria prescribed therein. It may also be noted that the terms and conditions specified herein are not exhaustive and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful tenderer, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this tender.
- Falsification/suppression of information shall lead to disqualification of the tenderer
 / cancellation of contract even after the award of work and during the currency of
 the contract.
- d. In case of partnership firms, the e-tender submitted on behalf of a firm should be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract failing which the e-tendershall be rejected.
- e. Each tenderer (each member in the case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his / their bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. If the Bank subsequently finds the same to the contrary, it reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the tenderer to be null and void.
- f. Canvassing or offer of an advantage or any other inducement by any person with a view to influence the acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, inaddition to other punitive measures.
- g. The Bank may obtain reports on the past performance of the tenderer from his/ her clients and bankers. The Bank may evaluate the said reports before opening of

Part-II: Financial bid of the tenders. If any bidder is not found to possess the required eligibility for participating in the e-tendering process at any point of time and/ or his/her performance reports received from his clients and/ or his/ her bankers' report are found to be unsatisfactory, the Bank reserves the right to reject his /her offer even after opening of the tender. The Bank is not bound to assign any reason for doing so.

- h. Tenderers shall not have any conflict of interest. Tenderers found to have a conflict of interest as mentioned below will be disqualified from the e-tendering process.
 - i) Tenderers submitting two different applications and having controlling shareholders in common.
 - ii) The Tenderers (including their personnel and sub-Contractors) who have a family relationship with such members of the Bank who are directly or indirectly involved in the contract will not be awarded the contract.
- i. The Bank reserves the right to reject incomplete tender forms or bids where the tender form has been left blank in places or if information furnished is found to be wrong or misleading.
- j. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender or to reject any or all of the tenders received without assigning any reason thereof.
- k. In case of any clarification required in the e-tender document, he / she shall seek the same in writing from the Bank not later than the date mentioned in the Schedule of Tender. Any such clarification, given by the Bank together with details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidders and the Bank shall be carried out in writing. Except for any such written clarification by the Bank which is expressly stated to be an addendum to the tender document issued by the Bank, no written or oral communication, presentation or explanation by any other employee of the Bank shall be taken to bind or fetter the Bank under the contract.

I/We hereby declare that I/We have read and understood the above instructions/conditions and agree to abide by them. The general information and conditions with respect to the captioned e-tendering as mentioned above shall betreated as part and parcel of agreement to be executed with the successful bidder.

Place:	Signature and Seal of the Tenderer
Date:	

(Name of Authorized Signatory)

PART-I, SECTION-VI

TERMS AND CONDITIONS

1) Period of Contract: -The contract between the Bank and the successful tenderer shall remain in force till March 31, 2025. The Bank reserves the right to extend the period of contract for a further period as decided by the Bank on the same terms & conditions subject to review based on the satisfactory performance of the agency / contractor.

Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing.

However, during the notice period the contractor / firm / company/ agency shall continue to discharge his obligations, unless specifically dispensed with by the Bank.

In the event of the contractor / firm / company/ agency not rendering the service during the notice period, the Bank will have the right to forfeit the Security Deposit of the agency/ contractor.

2) <u>Rates</u>: - The final prices quoted shall be deemed to have included all taxes, excise duty, local levies, works contract tax etc. (excluding GST) imposed / to be imposed by Central / State Government Local Bodies. If the vendor/ agency/ firm/ company fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.

While calculating the Price Bid, the tenderer should factor all wage components as notified by the Gol, Ministry of Labour & Employment, Office of the Chief Labour Commissioner, New Delhi notification dated April 01, 2024 and other mandatory charges i.e., EPF, ESI, EDLI, Bonus, reliver charges, uniform charges, etc. are in conformity with the corresponding statutory provisions. The calculation may be done as per minimum wages applicable for "CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE. TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES WATER SUPPLY LINES AND SEWERAGE PIPE LINES". Guwahati is presently placed in Area "B". The price bid submitted, which are below the minimum wages as notified by the Gol, Ministry of Labour & Employment, Office of the Chief Labour Commissioner, New Delhi notification dated April 01, 2024, EPF and ESIC payable for all persons, would be rejected and it would not be taken into consideration for the selection of the successful bidder.

Note: Any increase in salary/minimum wages of workmen during currency of the contract will have to be borne by the vendor/ agency/ firm/ company. The Bank will consider for reimbursing the differential amount only when the increased minimum wages is more than the wages quoted by the tenderer.

Accounting and Payment terms: - The Agency / contractor/ company/ firm will be fully responsible for the cash inflows in terms of money collected as booking/ room rent and food charges from the guests. The same has to be properly accounted for with necessary paperwork and the booking/ room rent should be deposited at monthly intervals with the Bank. The agency / contractor/ company/ firm should properly account for the food items served which may be counter checked as per the systems in place by the Bank. Necessary records are to be maintained by the agency / contractor/ company/ firm which will be audited from time to time by the Bank's officials or the auditor appointed by the Bank. The money collected as food charges should be only for the quantity of food items served and not for the quantity prepared.

4) PART-II, FINANCIAL BID: -

- a. Part-II Financial Bid of the e-tender should contain only the service provider's quoted rates.
- b. Service Charges quoted by the bidders should be equal to or more than 5% of the total manpower charges. The tender of the bidders who quote the service charges less than 5% of the total manpower charges, will be REJECTED by the Bank.
- c. Financial Bids not in conformity with the statutory obligations like Minimum Wages as notified by the Chief Labour Commissioner, Ministry of Labour and Employment, Central Government notification dated April 01, 2024 are liable to be rejected.
- d. Service charge, uniform and cleaning material charges quoted in the Financial Bid will remain fixed during the entire period of the contract. The Bank will not entertain the contractor's claim for revision of service charges, uniform and cleaning material charges during the period of the contract under any circumstances.
- e. While calculating the Price Bid, the tenderer should factor all wage components as notified by the Gol, Ministry of Labour & Employment, Office of the Chief Labour Commissioner, New Delhi **notification dated April 01, 2024** and other mandatory charges i.e., EPF, ESI, EDLI, Bonus, reliver charges, uniform charges, etc. are in conformity with the corresponding statutory provisions.
- f. The calculation may be done as per minimum wages applicable for "CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH

AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES WATER SUPPLY LINES AND SEWERAGE PIPE LINES". Guwahati is presently placed in Area "B".

- g. The service charges, uniform and cleaning material charges quoted in the Financial Bid shall be final and will not be enhanced under any pretext during the period of the contract. However, in case of future revisions (increase or decrease as the case may be) in wages, if any, as notified by the Chief Labour Commissioner, Ministry of Labour and Employment, Central Government, only the wage component will be revised if the increased minimum wages is more than the wages quoted by the tenderer. The service charges and other rates will remain unchanged during the period of contract.
- h. The price bid of the tender shall be evaluated based on the 'Total Cost of Work' quoted by the bidder.
- i. The quoted rates shall be inclusive of Statutory Liabilities such as Minimum Wages (as notified by the Chief Labour Commissioner, Ministry of Labour and Employment, Central Government notification dated April 01, 2024) ESI, EPF contributions, reliever charges, bonus, etc. as applicable. A reference may be made to all Central Government laws/ guidelines in this regard updated from time to time.
- j. All statutory deductions, as applicable shall be made from the bills submitted by the agency/ contractor/ company/ firm to the Bank.
- k. Services charges shall be inclusive of the cost of managerial charges, administrative charges for running the business, amenities to workers, incidental charges, telephone charges, stationery or printing charges, identity cards, bidder's profit and other charges provided by the agency/contractor/ company/ firm to the personnel deployed by them.

5) Currency of Bid:

- i) Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket/mobilization expenses, tools, uniforms of worker, all other logistic as mentioned in the tender, all taxes (exclusive of GST), charges, levies, cess, insurance, transportation, entry taxes, Labour, other Govt taxes, Minimum wages of Central Government, and EPF/ESI contribution, etc. as applicable as per rules.
- ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.

- iii) The tenderer should ensure that all columns of the Financial Bid are duly filled, and no column is left blank. After opening of the Part-II Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- iv) If any columns of the Part-II Financial Bid are found blank, then the tender of the respective tenderers shall be treated as non-responsive and will be summarily rejected by the Bank and further EMD may be forfeited. However, Bank may also take the review in this matter as per Tender Clause, if required.
- 6) <u>Pre-Bid Meeting</u>: An offline pre-bid meeting of the intending tenderers will be held on <u>July 12</u>, 2024 at 11:00 hrs at VC Room, Human Resource Management Department, Reserve Bank of India, Guwahati. The Bank will clarify any points/ doubts raised by the bidders in respect of the tender. No separate communication will be sent for this meeting. The tenderers are expected to get their all issues/doubts clarified during this meeting.
- 7) <u>Visit of Sites</u>: The bidder is advised to visit and acquaint himself with the site conditions (i.e. VOF/ THH at Christian Basti Guwahati)
- 8) <u>Canvassing:</u> Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

9) Opening of Tender: -

- i) Part-I Technical Bid will be opened at 12:30 Hrs on July 26, 2024 at RBI, Guwahati. The bids of those tenderer(s) who have not complied with one or more of the conditions prescribed in the eligibility criteria and terms & conditions of this e-tender will be summarily rejected.
- ii) The Part-II Financial Bid of only those tenderers, who fulfil the eligibility criteria and scores minimum 40 and above marks in Technical Bid Evaluation, will be opened on a subsequent date, for which intimation would be given to the qualified tenderers.
- **iii)** No deviations/ conditions shall be stipulated by the tenderers in both Part-I (Technical Bid) and Part-II (Financial Bid) and conditional bids will be summarily rejected.
- **iv)** The Bank reserves the right to accept or reject any or all tender parts without assigning any reasons whatsoever and its decision shall be final and binding to all the parties.
- v) Decision in this regard will be at the sole discretion of the Bank.

- 10) Earnest Money Deposit (EMD): Earnest Money Deposit (EMD) of ₹54,815/- (Rupees Fifty Four Thousand Eight Hundred Fifteen only) is to be submitted by July 25, 2024 before 17:00 Hrs in the form of NEFT. The EMD amount is to be transferred via NEFT only (in account details are given above). Failure to comply with this condition will render the Tender void and the Tender will be rejected. The amount of EMD will be returned to all the Tenderers after the completion of the Tender process. No interest shall be paid on this deposit.
- 11) Security Deposit: The successful tenderer shall furnish Security Deposit to the Bank. The Security Deposit will be 5% of the value (rounded off to nearest thousand rupees) of the tender awarded to the tenderer. The Security Deposit should be paid before the start of the work by the bidder either through NEFT or in the form of Bank Guarantee from a scheduled commercial Bank as per the specified format in Annexure-V. On payment of the security deposit, the agency/ contractor will be required to enter into an agreement/contract on Non-Judicial Stamp Paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the applicant shall be liable to compensate the Bank for any loss incurred by it for the same. This is a pre-requisite for awarding the contract. No interest will be paid to the agency / contractor/ company/ firm for the security deposit during the period of agreement. The security deposit/ bank guarantee shall be released to the agency / contractor/ company/ firm by the Bank after 2 months of completion of the contract period and only after being satisfied on the successful completion of the contract and no liabilities from the agency/contractor or its staff. In case of any complaint received against the agency/ contractor, the security deposit shall be discharged only after adjusting all dues, liabilities, by the Bank. The Bank reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by it due to failure on the part of the agency/contractor or due to termination of contract or agency/contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the agency/contractor and the decision of the Bank shall not be questioned.
- **12)** <u>Client's Certificate:</u> A Client's Certificate specified in <u>Annexure-II</u> as per. eligibility criteria is to be uploaded along with the application.
- **13)** Banker's Certificate: A Banker's Certificate specified in Annexure-III as per. eligibility criteria is to be uploaded along with the application.

14) Minimum Wages: -

- a. The bidder shall be fully responsible to adhere to the recent wage notification as stipulated by Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi for skilled, semi-skilled and unskilled workers (Industrial Workers, Building operations). However, in case of future revisions (increase or decrease as the case may be) in wages, if any, as notified by the Chief Labour Commissioner, Ministry of Labour and Employment, Central Government, only the wage component will be revised if the increased minimum wages is more than the wages quoted by the tenderer. The service charges and other rates will remain fixed during the period of contract.
- b. The agency must ensure that it is updated with the applicable minimum wages and pays the same. The agency shall indemnify the Bank against any liability that may arise due to the failure of the agency to pay the prescribed minimum wages.
- c. That the bidder shall make the payment of wages, etc. to the agency personal so deployed through electronic fund transfer i.e. NEFT/ RTGS directly to their bank accounts. The bank will release the payment only if the agency on the production of account statements of their staff along with EPF statement, ESI statement etc. complete in all respect. This obligation is imposed on the bidder to ensure that he is fulfilling his commitments, towards his staff so deployed, under various Labour Laws with regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
- **Reliever Charges:** The rates quoted should be inclusive of reliever charges. Service charge quoted in the Financial Bid by the agency will remain fixed during the entire period of contract.
- 16) <u>Uniform: -</u> The Agency/ contractor/ company/ firm shall ensure that all their staff wear clean and proper uniforms while on duty. The staff shall wear caps while serving food. The Agency shall provide the necessary uniforms, which shall be White for the Supervisor, Cook, Helper, Waiters / Room attendants and Dark Brown for Housekeeping attendants and unskilled workers. It will be the responsibility of the contractor / firm / company/ agency that all the office attendants deployed shall wear neat and clean dress. The rates quoted by the contractor / firm / company/ agency shall be inclusive of uniform and shoes. The Bank will pay / reimburse any charges incurred on uniform, shoes etc. RBI will decide the colour of uniform and have the liberty to change the colour of the uniform when the issue of uniform will be next due.

- **17)** Police Verification: The Agency/ contractor/ company/ firm shall give an undertaking that all its staff have undergone police verification, before appointment. The agency should submit the police verification certificates of the staff deployed for the work in the VOF/THH.
- 18) Medical Fitness Certificate: The Agency/ contractor/ company/ firm shall submit the medical certificate (including test for communicable diseases) of all the staff deployed at VOF/THH within 15 days of allotment of the tender and further after every six (06) months or as and when required by the Bank. The personnel employed by the contractor / firm / company/ agency shall be healthy in all respects and shall produce medical certificates to substantiate the same as required by the Bank's Medical Officer. RBI will be at liberty to subject any personnel employed by the contractor / firm / company/ agency to medical check-up by Bank's Medical Officer / any other authorized doctor at any time.
- 19) Insurance: - The Agency/ contractor/ company/ firm shall take workmen compensation policy for the staff deployed in the VOF/ THH premises, wherever applicable under law. Minimum insurance policy value in such cases. The insurance policy will be valid/ co-terminus with the period of contract. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

20) Personnel: -

- i) Appropriate arrangements for smooth running of VOF/THHs operations round the clock shall have to be made by the agency through deployment of suitable personnel. A minimum of three (03) support staff, one (01) cook, one (01) Helper, one (01) Helper for catering and one (01) Supervisor as specified above may be deployed by the agency at all times, failing which the agency's tender will be liable for rejection and the contract shall be terminated with immediate effects.
- ii) It may be noted that the Supervisor will be categorized under skilled, Cook will be categorized under semi-skilled whereas the five supporting staff will be categorized under Unskilled while paying wages under Minimum Wages Act (Central Rules), 1948. Various details of the persons engaged by Agency viz. name, age, sex, residence address and contact number should be provided to the Bank.
- **iii)** The agency shall deploy trained and experienced catering staff on the job to ensure smooth operation of the services as set forth in the Scope of Work and Services, as specified in the tender, and shall keep on training /updating the staff on annual basis.
- **iv)** The agency, as per the Abolition of Child Labour Act 2006, shall engage persons accordingly.

- v) The agency shall be solely responsible for providing all requirements of its staff, including:
 - a) Payment of wages and all allowances as per prevailing instructions under Minimum Wages Act (Central Rules), 1948 as amended from time to time.
 - **b)** Collection and payment of all taxes on behalf of his staff and any other statutory requirements such as PF, ESI etc., made by any Government Authority having jurisdiction.
 - c) Prompt replacement of any staff whose performance is unsatisfactory or whose presence is considered as detrimental to Bank's interests.
 - d) All insurance and safety aspects pertaining to staff deployed will be the agency's liability and copy of insurance policy will be submitted in the Bank by the agency. If the agency fails to submit the insurance policy, then the premium in pro rata basis may be deducted from the bills and penalty may be imposed.
 - the staff employed by the agency shall be in proper health in all respects and the agency shall produce medical certificates to substantiate the same as required by the Bank. The agency is required to submit the medical certificates (including test for communicable diseases) to the Bank within 15 days of allotment of tender. Further, the agency shall complete medical check-up/ test (including tests for communicable diseases) of all the deployed staff in every six months and the reports of the same shall be required to furnish to the Bank as and when required by the Bank. RBI is at liberty to subject any personnel employed by the agency to medical checkup by Bank's medical officer / any other authorized doctor as and when required.
 - f) The agency must furnish police verification report in respect of the staff deployed for the above work. It is the sole responsibility of the agency to submit the police verification and medical certificate of the worker before deployment on the work.
- vi) The agency shall ensure that all its staff so deputed are attired in clean, appropriate uniforms, cap, and shoes, ID Card while on duty and should be courteous and possess good communication skills to deal with senior level officials visiting the VOFs/THH. Hence, the agency should be able to engage Supervisor personnel who are well versed in Hindi/ English. In order to maintain hygiene level, the personnel shall wear caps and gloves while serving food. Smoking, eating or chewing of tobacco/ zarda/ gutka, etc., spitting is strictly prohibited.
- vii) The agency will be solely responsible for managing its staff. In the event of any dispute between the agency and its staff, the agency alone will be responsible for

settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise. The staff so engaged by the agency shall not have any claim, whatsoever, for seeking permanent employment with Reserve Bank of India. There shall be no employer-employee relationship with the agency/ staff hired by the agency and Reserve Bank of India. The agency shall be wholly and solely responsible for the conduct of such hired manpower during the tenure of the contract as well as post expiry/ termination of the same. The agency shall indemnify the Bank against any act of omission/ commission/ misconduct/dispute by such hired manpower during and after the expiry of the contract.

- viii) The agency will be solely responsible for the operation of the VOF/THHs. However, the operation will be monitored by the designated officials of the Bank. The agency will also ensure availability of a responsible person/ specially the Supervisors on round-the-clock basis, for contact by the designated officials of the Bank.
- ix) The agency shall engage competent staff for running the VOF/ THHs on round-the-clock basis. Expenses on account of payment of salary / wages / providing food /eatables for agency's staff / Uniform / Personal Protective Equipment, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the agency's staff shall be met by the agency. The agency shall have full responsibility for its staff, including the right to appoint, determine service conditions, discharge, dismiss, or otherwise termination of services at any time. However, the agency shall be solely responsible for any claim arising out of employment or termination of its staff and for statutory payments.

21) Statutory Requirements: -

- i. The contractor shall bear all the taxes, as levied by the Central or State Government.
- ii. The agency shall solely be responsible for compliance with the provisions of all Central and State Laws, particularly the Contract/Labour (Regulation & Abolition) Act 1970, The Minimum Wages Act 1948, The Minimum Wages (Central)Rules 1950, EPF Act 1952, Workmen's Compensation Act 1923, ESI Act 1948, The Payment of Bonus Act, 1965 and any other applicable acts relating to contractworkers deployed for providing services to Bank.
- iii. The agency should have a licence, as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which the agency would be solely responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the agency and shall in no way be made liable to the labourers engaged by the agency.
- iv. The agency shall not engage 'Minors' for providing services in the Bank
- v. The agency must undertake that it shall make clear to the staff employed that they are the employees of the agency only and not the employees of the Bank and shall have no future claim on any employment with the Bank.

- vi. It is the responsibility of the agency to pay wages/salary and other allowances to the staff. The agency should also supervise the staff employed to comply with the obligations under the contract and the staff of the agency shall have no claims against the Bank.
- vii. In the event that the Bank, as Principal Employer is required/ called upon to pay any amount to the contract labourers engaged by the agency due to lapse or, default on the part of agency in discharging obligations towards the contract labourers in terms of any law in force, the agency shall be liable to reimburse such amount paid by the Bank.
- viii. The agency shall maintain and provide to the Bank their books, registers, documents, certificates etc. whenever required for verification / examination.
- ix. The Bank shall be entitled to recover from the agency or deduct from the bills or any amount due from the Bank to the agency, any amount that the Bankmay be compelled to pay, under the law, on account of any default by or negligence of the agency or his staff or agents.
- 22) The agency / contractor/company/firm shall ensure that all staff, while in the premises of the VOF/THH or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline and the Bank shall be the sole judge as to whether or not the agency / contractor/company/ firm and/ or its staff have observed the same. The agency / contractor/company/ firm shall be responsible for the good behavior and conduct of their staff and in case of any complaints by the Bank against any of its staff, the agency / contractor/company/ firm shall not employ them in the Bank's premises
- 23) The agency / contractor/ company/ firm shall personally and exclusively supervise the work of all staff deployed by them so as to ensure that the services rendered under this agreement are carried out to the best satisfaction of the Bank.
- 24) The agency / contractor/ company/ firm shall agree to utilize materials/ brands as specified in the list. The Banks reserves the right to conduct quality audit checksof the materials used by the agency / contractor/ company/ firm while carrying out the said work, on a periodical basis.
- **25)** The agency / contractor/ company/ firm shall make its own arrangements for security and protection of the personnel deployed by it.
- 26) The agency / contractor/ company/ firm should ensure that the workers deployed in the VOF/THH premises are trained to the effect that they immediately report to the Bank's Security Officer any suspicious item/ activity noticed by them while attending to their duties.

- **27)** The agency / contractor/ company/ firm shall abide by all procedures/ normsrelated to safety and security of the VOF/THH premises.
- 28) The agency / contractor/ company/ firm shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954, Contract Labour (Regulation & Abolition) Act, 1970 and other applicable licences/ permissions at his/her own cost. The Bank shall not be responsible in any way for any breach of the rules and regulations governing the running of such establishments by the agency / contractor/ company/ firm.
- 29) In case of any labour problems related to the workmen staff of the agency / contractor, the same shall be settled at the company/ firm agency / contractor 's end only. The agency / contractor/ company/ firm shall indemnify the Bank suitablyfor the same. It shall be the duty of the agency / contractor/ company/ firm to clearly inform its own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.
- 30) The agency / contractor/ company/ firm shall fully indemnify the Bank and keep indemnified, defend and hold good the Bank, its directors, officers, employees and agents against loss, damages, claims or for any default by the agency / contractor/ company/ firm or any of his representatives or breach committed by the agency or their service personnel on account of misconduct, omission and negligence by the agency or his service personnel, regarding any of the provisions of the applicable laws, regulations and the rules framed there under during the period of contract. Even though the agency / contractor/ company/ firm shall be solely liable for settlement of any claim made by any person due to the non-observance by the agency / contractor/ company/ firm of any of the provisions otherwise of the enactments cited, the Bank reserves its rights to settle directly any amount due by the agency / contractor/ company/ firm as mentioned above and to recover such amounts from any of the amounts payable by the Bank to the agency / contractor company/ firm or in the absence of the same as debt due to the Bank by the agency/ contractor/company/ firm.
- **31)** The agency / contractor/ company/ firm shall, whenever required by the Bank or Govt. officials authorized under the statutes, produce for inspection, all forms, registers and other records required to be maintained under various statutes.
- 32) The agency / contractor/ company/ firm shall produce documentary evidence in proof of effecting the said statutory payments whenever required. Non- observance of the provisions will be construed as default by the agency / contractor/ company/ firm to make such payment, and payment of its bill will be withheld by the Bank.

- **33)** The Bank will not make any separate payment towards the expenses incurred by the agency / contractor/ company/ firm for complying with the above or any of the statutory provisions regarding their staff.
- 34) The agency / contractor/ company/ firm shall comply with all operational rules and regulations, including security and disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the agency / contractor/ company/ firm or its staff happen to be operating / working. In the event of any of the company/ firm/ agency / contractor 's staff violating the said rules and regulations or in any way becoming objectionable to the Bank, the agency / contractor/ company/ firm shall remove forthwith such staff from the Bank's premises and indemnify the Bank and keep the Bank indemnified for any loss on such violation of the rules and regulations.
- **Subletting:** The agency / contractor shall not sublet, transfer or assign the contract or any part thereof to any third person/agency / contractor / organization without the prior written approval of the Bank.
- 36) It may also be noted that the terms and conditions specified herein are not exhaustive in nature and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further terms and conditions at the time of executing the agreement with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this e-tender. Stamp paper agreement shall be executed in duplicate, and the Bank shall retain the original and the agency / contractor/company/ firm shall retain the duplicate.
- 37) Risk and Cost Clause: Notwithstanding anything contained in any other clause, RBI reserves the right to terminate the contract due to any failure on the part of the contractor / firm / company/ agency in discharging his obligations underthe contract or in the event of his becoming insolvent or going into liquidation. The decision of the RBI about the failure on the part of the contractor / firm / company/agency shall be final and binding on the contractor / firm / company/agency.
- **38)** If there is any stoppage of service in any area of the VOF/THH operation, for any reason, the contractor / firm / company/ agency shall be liable for penal action as decided by RBI.
- 39) In the event of any failure on the part of the contractor / firm / company/agency,RBI shall have the right, without any prejudice, to get the work done through any other alternate contractor / firm / company/ agency at the risk and cost of the contractor / firm / company/ agency. The additional cost, loss, if any incurred byRBI, will be recovered from the contractor / firm / company/agency.
- **40)** RBI at its discretion may close the VOF/THH any time during the contract period.

- 41) Force Majeure Clause:- If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event, duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and services under the empanelment shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Bank as to whether the services have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the Bank may at its option, terminate the contract.
- **42)** Payment to the Agency / Contractor/ Company/ Firm: The agency / contractor/Company/ Firm shall raise the bill on completion of every month for the payment with supporting documents.
 - a) Contractor shall pay their entitled wages to its staff. It shall not be linked to the payment of the bill.
 - b) Payment to such staff must be made by the service providers through NEFT. Under no circumstances payments will be made in cash. To ensure this, service providers will get a bank account opened for every engaged employee. The proof of the same has to be submitted along with the bill.
 - c) Monthly bill as per above cycle, will be submitted by the service providers within fifteen working days of the succeeding month.
 - d) The service provider must ensure that entitled wages of the workers are credited to their bank account before the **7**th **day of the succeeding month**. Service provider will not be given any relaxation in this matter.
 - e) While submitting the bill for the month, the services provider must file a certificate certifying the following
 - i) Wages of workers were credited to their bank accounts on(date) (copy of the bank account statements of workers enclosed)

- ii) ESI Contribution relating to workers amounting to Rs. was deposited on (date) (copy of the challan enclosed)
- iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on (date)____ (copy of the challan enclosed).
- iv) He is complying with all statutory Labour Laws including Minimum Wageas per notifications issued by the Central Govt.
- f) Documentary proof of payment of statutory minimum wages to the staff/ Bank Statement/ ECS mandates/ cash receipt and to statutory authorities such as ESI, PF etc. is to be submitted along with the bill/ invoice, and the same shall be settled after deducting all applicable statutory taxes i.e. Income tax TDS, GST TDS etc. provided the bill is in order in all respects. As the Bank follows NEFT, the successful agency / contractor should complete NEFT formalities to the Bank i.e. submission of Bank account details for crediting the monthly annual maintenance charges, immediately on receiving the work order. Before submission of the bill, the agency / contractor shall ensure that the payment for the persons deployed by the agency / contractor have been made for the billed period. No request for making advance payment on any grounds shall be entertained. Under no circumstances the agency / contractor is entitled to claim any charges over and abovethe charges prescribed in the terms of this contract.
- g) The payment of the bill to the tenderer will normally be done by the Bank within 30 days from the receipt of the bill by the Bank. However, if there is a delay of morethan 45 days for any reason, it may be immediately brought to the notice of the Bank. Any clarification from the contractor on the bill submitted by the contractor will be sought by the Bank within 15 days from date of receipt of the bill and the contractor has to provide clarification regarding the same within 7 days. In case of any disagreement between the Bank and the contractor on any part of the Bill, such part may be severed from the rest and the payment will be made against the agreed and admissible part of the bill. The dispute of the severed part will be separately dealt with as per the terms and conditions of the contract.
- 43) Non- disclosure clause: The agency / contractor/ company/ firm shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the agency / contractor during the course of discharging its contractual obligations in connection with this contract, to any third party and shallat all times hold the same in strictest confidence. The agency / contractor shall treat the details

of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The agency / contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The agency / contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidentialinformation. Failure to observe the above shall be treated as breach of contract onthe part of the agency / contractor and the Bank shall be entitled to claim damagesand pursue legal remedies for the same. The agency / contractor shall ensure that the persons engaged for the work are made aware of the non- disclosure requirement and the agency / contractor shall be liable for any breach committed by its persons. The NON-DISCLOSURE Clause signed by the Agency / contractor/company/ firm under the aforesaid agreements will survive for indefinite duration.

- 44) Right to Disqualify for failure to execute the work: The agency / contractor/ company/ firm understands that it fulfills all the requirements of the e-tender documents and is in a position to execute the work immediately upon receipt of offer letter from the Bank. Upon receipt of award of tender from the Bank, the agency / contractor/company/ firm shall be bound to deploy the required number of persons, from the date mentioned in the award letter from the Bank. It is agreed by the tenderer that mere receipt of in-principle approval does not guarantee award of work and that the work will be finally awarded upon satisfaction of the Bank that the agency / contractor/ company/ firm is/will be in a position to meet the requirements of the e-tender. In the event of the agency / contractor/ company/ firm failing to commence the work upon award of the contract, the Bank reserves the right to withdraw the in-principle approval and forfeit the EMD amount furnished by the agency / contractor/ company/ firm, the agency / contractor/ company/ firm shall also be liable to all risk and cost. The Bank also reserves its right to debar such defaulting agency / contractor/ company/ firm from participating in any future e-tender in the Bank for a period of three years, however, before doing so the Bank may serve a seven days show cause notice (SCN) to the agency / contractor company/ firm and consider the reply if any given by the agency / contractor/ company/ firm to such notice.
- **The Sexual Harassment of Women at Workplace:** The contractor/firm/company shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013
 - a. In case of any complaint of sexual harassment against its employee within the premises of the VOF/THH, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/firm/company and the contractor/firm/company shall ensure appropriate action under thesaid Act in respect to the complaint.

- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any guest staying in the VOF/THH /employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the staff of the contractor, for instance any monetary relief to the guest staying in the VOF/THH /Bank's employee, if sexual violence by the employee of the contractoris proved.
- d. The contractor shall be responsible for educating/sensitizing its staff about prevention of sexual harassment at work place and related issues.
- e. The contractor shall provide a complete and updated list of its staff who are deployed at VOF/THH.
- **Tenancy Rights:** Nothing herein contained shall be construed to create any tenancy in favour of the agency / contractor/ company/ firm and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter, take and absolutely retain possession of the premises provided by the Bank to the agency / contractor/ company/ firm for due execution of the contract and evict the personnel deployed by the agency / contractor company/ firm.

47) LICENSING AND REGISTRATION: -

- a) The agency shall obtain the requisite license under Contract Labour (Regulation and Abolition Act 1970) and amended from time to time, issued by the concerned Labour Department for running the establishment in favour of RBI. The Vender shall maintain all such registers and provide all such amenities to his workers as prescribed under the Contract Labour (Regulation and Abolition) Act 1970. Reserve Bank shall not be responsible in any way for any violations by the agency of the rules and regulations governing the running of such establishments by the agency.
- b) The agency shall register with the Registrar of concerned State Body and shall abide by State Labour/ Government of India (ministry of Labour) rules and regulations and all other Statutory Acts / Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act 1950 and amended from time to time, Payment of Wages Act 1935 and amended from time to time Provident Fund Act, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The agency shall indemnify the Reserve Bank against risks and damages arising out of the default on the part of agency due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid

down by the Government and other statutory authorities from time to time.

- c) The agency shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate licence from concerned labour department is obtained. It shall be the responsibility of the agency for furnishing necessary Statutory information / documents in proof of the above whenever called for by RBI. In case of any labour problems related to the workmen of the agency, the same shall be settled at the agency's end only.
- d) In the event of default being made in the payment of any money in respect of wages of any person deployed by the agency 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 agency, make payment of such claim on behalf of the agency to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the agency.
- e) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Reserve Bank of India, such money shall be deemed to be payable by the agency to the RBI within seven days. The Bank shall be entitled to recover the amount from the agency by deduction from money due to the agency or from the Security Deposit (including Bank Guarantee).

48) Execution of agreement: -

- The terms & conditions and scope of works and services to the agencies and special conditions hereinbefore referred to shall be the basis and part & parcelof the agreement to be entered with the successful agency / contractor/ company/ firm.
- ii) On receipt of intimation from the Bank regarding acceptance of the e-tender, the successful agency / contractor/ company/ firm shall be bound to implement the Contract from the date specified therein. The successful agency / contractor/ company/ firm shall sign an agreement in accordance with the extant provisions. The successful agency / contractor/ company/ firmshall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Guwahati. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or due to inadequacy or inappropriateness of the stamp duty paid by the agency / contractor shall devolve on the agency / contractor and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the agency / contractor/ company/firm or in any other lawful manner. Where the security deposit is utilized for the said purpose, the agency / contractor/ company/ firm shall immediately make good the utilized amount. Failure to do

- so may amount to breach of a material term in the agreement and consequences thereof shall follow.
- iii) Notwithstanding the signing of the agreement, the written acceptance by the Bank of a tender in itself shall not constitute a binding agreement between the Bank and the person so bidding, whether such contract is or is not subsequently executed.
- **iv)** RBI reserves the right to assess the capacity and capability of the parties for,. The Bank also reserves the right to accept or reject any / allthe tenders or any part thereof at any stage of process without assigning anyreason thereof. The Bank has no obligation to accept the lowest quoted tender. RBI's decision in this regard shall be final and binding.
- v) Stamp Duty The agency shall bear the stamp duty. The agreement shall be executed in duplicate, and the Bank shall retain the original copy and the agency shall retain the duplicate copy.

49) Validity of e-tender:

- i) The e-tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, which may be further extended by agreement in writing by the Bank and the tenderers shall not cancel or withdraw the e-tender during this period or change the quoted rates.
- ii) All the documents submitted should be duly certified by competent authority and shall be uploaded on the MSTC website.
- **iii)** The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.
- **iv)** The Bank may terminate the contract in the event the successful bidder fails to deposit the security deposit/ furnish the Performance Bank Guarantee issued by ascheduled commercial bank for the prescribed value or fails to execute the agreement within specified period.
- v) The Bank will communicate to the successful bidder through letter transmitted by Registered post/ Speed post/By Hand/E-mail that his bid has been accepted. (Hereinafter and in the condition of contract called the "Letter of Award"). The successful bidder will be required to execute an agreement within a period of 30 days from the date of issue of Letter of Award. If the selected Agency fails to sign the formal agreement within 30 days of award of contract or fails to commence thework on due date, the letter awarding the work shall be treated as cancelled, EMD made by it shall be forfeited and the bidder shall also be liable to risk and cost.

- vi) Further, the Bank reserves the right to debar such persons from participating in any tender/ undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give seven days show cause notice (SCN) to the person and consider any reply submitted to the SCN before finally deciding on debarring the person. The decision of the Bank shall be final in this regard.
- vii) The Contract shall come into full force and effect on the date of issue of the Letter of Award. The cost of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder deposits the Security Deposit/ submits Performance Bank Guarantee and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned after the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the tender bid evaluation process. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security Deposit /Bank Guarantee submitted by the bidder.

50) Termination of Agreement: -

- a) Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - i) in the opinion of the Bank (which shall not be called in question by the agency / contractor/ company/ firm and shall be binding on the agency / contractor/ company/ firm), the agency / contractor/ company/ firm fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - ii) the agency / contractor/ company/ firm commits a breach of any terms and conditions of this agreement
- b) In the event of termination of this agreement for any reason whatsoever, as stated above the agency / contractor / company/ firm or persons employed by it shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- c) Notwithstanding anything contained in this contract, in the event of non-compliance, disobedience, or breach of any terms of the contract or unsatisfactory or inefficient working by the agency / contractor/ company/ firm,the Bank shall have the absolute and independent authority to revoke this contract after giving notice in writing to the agency / contractor/ company/

firm without assigning any reason and the same shall be binding on the agency / contractor/ company/ firm and the contract will come to an end with immediateeffect on completion of time period stipulated in the notice, in which case the agency / contractor/ company/ firm shall not be entitled for any compensation/damages and the Security Deposit shall not be refunded.

d) On termination of the contract or on expiry of the contract, the agency / contractor/ company/ firm shall vacate the premises of the Bank and shall hand over or return all the articles /materials/property pertaining to the Bank.

51) The contract shall be deemed to end in any of the following contingencies: -

- (i) On the expiry of the contract period or termination of the agreement.Or
- (ii) A three-month notice at any time 'during the currency of services, in case the services rendered by the agency / contractor/ company/ firm are not found to be satisfactory and in conformity with the general norms and the standards prescribed for the services.

Or

(iii) On assigning the contract or any part thereof any benefit or interest therein orthereunder by the agency / contractor/ company/ firm to any third party for sub-letting the whole or a part of the contract to any third party against the terms and conditions of the tender.

Or

(iv) On the agency / contractor/ company/ firm being declared insolvent by the competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the agency / contractor/ company/ firm shall continue discharging its services as before till the expiry of notice period. In case of non-delivery / non-rendering of its services duringthe notice period, the Bank will have the right to forfeit the security deposit deposited by the agency / contractor/ company/ firm with the Bank. It shall bethe duty of the agency / contractor/ company/ firm to remove all the persons deployed by him on termination of the contract on any grounds whatsoever and to ensure that no person create any disruption / hindrance / problem of any nature to the Bank.

Or

(v) For any reason whatsoever, the agency/ contractor/ company/ firm becomes disentitled in law to perform its obligations under this agreement.

Or

(vi) There is any variation in the ownership/partnership or management of the agency/ contractor/ company/ firm or his business without the prior approval in writing of the bank for such variation.

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

- a) Legal heirs in case of sole proprietor
- b) The next Directors / Partners in the case of company or firm as the casemay be.

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

52) Arbitration: - The Bank and the agency shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract, its interpretation on the payment to be made there under the same or anything in relation to or arising out of this contract. If after 30 days from the commencement of such informal negotiation, Reserve Bank of India and the agency are unable to resolve amicably a contract dispute, the parties shall make an effort to solve the same through the appointment of an arbitrator by mutual agreement. The arbitration proceedings shall take place at Guwahati only. The provision of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Declaration:

Dlaco.

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

Place:	Signature and Seal of the Tenderer
Date:	
	(Name of Authorized Signatory)

PART-I, SECTION-VII

LIQUIDITY DAMAGES/ PENALITY

- 1) The services shall be provided on 365*24*7 basis and for deficiency in services and serious inconvenience caused to the Bank and its officials, liquidated damages/ penalty will be imposed on the agency as detailed below on the estimated bill for the relevant month. Penalty shall be levied on the contractor for violations as given in "Liquidity Damages/Penalty" of the tender document, after giving due notice and opportunity to the contractor to explain his/her position.
- 2) However, the Bank will levy it only after giving due notice. In case of dispute an appeal may be made to the Regional Director, RBI Guwahati whose decision will be final in the matter.
- 3) Working Penalty Clause:- The services shall be provided on 365*24*7 basis, and the contractor is liable for penalty, as specified below, in case of inability to do so.
- **4) Operational Working Penalty**: Working penalty limiting to the operational requirements are specified as follows:

S. No.	General Agreement	Failure Tolerance Level	Risk	Penalty per Month
1.	Staff shall not be Missing from duty	Zero	High	Minimum 5% to Maximum 20% of the bill value.
2.	Misbehaviour by the Staff with any employee / visitors etc.	Zero	High	Minimum 5% to Maximum 20% of the bill value.
3.	Failure to attend Guests	Zero	High	Minimum 5% to Maximum 20% of the bill value
4.	Cleanliness not proper	Zero	High	Minimum 5% to Maximum 20% of the bill value

5.	Misuse of Bank property/ equipment.	Zero	High	Minimum 5% to Maximum 20% of the bill value
6.	Complaints from Visitors	Zero	High	Minimum 5% to Maximum 20% of the bill value
7.	Not in Uniform or untidy uniform during duty time	Zero	Medium	Minimum 5% to Maximum 15% of the bill value.
8.	Change of Staff without prior intimation to the Bank	Zero	Medium	Minimum 5% to Maximum 15% of the bill value
9.	Inferior Quality of ingredients used in Food and Poor quality of Cooking	Zero	Medium	Minimum 5% to Maximum 15% of the bill value
10.	Not able to provide food items mentioned in the menu	Zero	Medium	Minimum 5% to Maximum 15% of the bill value

5) Working Penalty (Statutory compliances):

Working penalty limiting to the statutory compliances are specified as follows:

S No	Statutory requirements	Failure Tolerance Level	Risks	Penalty per Month
1.	Shall comply with the statutory requirement regarding payment of minimum wages.	Zero	High	Minimum 5% to Maximum 20% of the bill value.
2.	Failure to comply with the Applicable Contract and Labour laws	Zero	High	Minimum 5% to Maximum 20% of the bill value.
3.	Deploying the Staff/ employees without giving weekly-off.	Zero	High	Minimum 5% to Maximum 20% of the bill value.
4.	Statutory requirement documents to be provided on by keeping one register each i.e., Wage/ Leave/ Weekly off/ Attendance.	Zero	High	Minimum 5% to Maximum 20% of the bill value.

5.	Failure to pay the salary within 7th of each month	on or before 7th every month	High	Minimum 5% to Maximum 20% of the bill value.
6.	Attendance register shall be maintained in such a manner that daily tracker of staff is possible.	Zero	Medium	Minimum 5% to Maximum 15% of the bill value.
7.	Statutory requirement documents to be provided on time i.e., PF/ESI	Before 5th of every month	Medium	Minimum 5% to Maximum 15% of the bill value.
8.	Proper Police verification and annual Health check-up of staff	Zero	Medium	Minimum 5% to Maximum 15% of the bill value.

Penalty per Month

High Risk	Minimum 5% to a Maximum of 20% of the monthly bill value.
Medium Risk	Minimum 5% to a Maximum of 15% of the monthly bill value.
Low Risk	Minimum 5% to a Maximum of 10% of the monthly bill value.

- 6) Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Agency is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Agency is given 07 (seven) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that, such withheld amount shall not incur any interest.
- 7) Deductions from Payment: The Bank may deduct from the Agency's Bill, amounts on account of claims of penalty as per the Agreement, costs or claims, losses, damages, poor services carried out by the Agency etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Agency. In case the Agency fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Agency's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

Implementation:

The above-mentioned Agreement and Statutory requirements are to be monitored by Human Resource & Management Department, RBI, Guwahati and to process the penalties if any.

The decision to waive off the same shall lie with the Regional Director/Officer-in-Charge of the Bank.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:	Signature and Seal of the Tenderer
Date:	
	(Name of Authorized Signatory)

Reserve Bank of India Guwahati

PART-I, SECTION-VIII

TECHNICAL BID

(To be read and filled in relevance to e-Tendering process)

Sr. No.	Particulars	Details
1.	Name of the company/ proprietorship/firm -	
	i) Address and telephone number of Registered Office.	
	ii) Address of the office through which work with RBI would be handled.	
2.	Type of Organization – (Whether company/proprietorship/firm) and date of establishment.	
3.	Name of the Proprietor/ Partners/ Directors of the organization	
4.	Date of Incorporation/ constitution	
5.	Registration No. of the agency/ contractor. (Upload the documentary evidence on MSTC portal)	
6.	Work Experience in Housekeeping, Maintenance and Catering services in Government Departments/ Public Sector - Central or State/ Reputed private sector companies/ Multinational corporations/ Public or Private Sector banks.	
	Details of work experience as per the requirements in the, criteria supported by documents/ certificates. The details in the eligibility criteria supported by documents/certificates along with documentary evidence of previous experience, if any, at any other Centre of Reserve Bank of	

Sr. No.	Particulars	Details
	India must also be furnished in Annexure I.	
7.	List of clients served by the agency/ contractor as per specified format in Annexure-I as described in paragraph 1(iii) in Part-I Section-III (Upload the duly filled Annexure-I on MSTC portal)	
8.	Details of Client certificate(s) as perspecified format in Annexure-II as described in paragraph 1(iv) in Part-I Section-III (Upload the Client Certificate(s), on MSTC portal)	
9.	Yearly turnover of the agency/contractor for the last three (03) financial years (Upload the audited balance sheet dulycertified by CA on MSTC portal)	
	FY 2023-24	
	FY 2022-23	
10.	FY 2021-22 Income Tax return of the agency/contractor for the last three (03) financial years (Upload the Income Tax Returns on MSTC portal)	
	FY 2023-24	
	FY 2022-23	
	FY 2021-22	
11.		last three financial years i.e., F.Y. 2021-22, F.Y.2022-23 and F.Y. 2023-24
	FY 2023-24	
	FY 2022-23 FY 2021-22	
12.	Details of Bankers certificate uploaded as specified in Annexure III issued by the agency / tenderer's Bank. (Upload the Banker's certificate on	

Sr. No.	Particulars	Details
	MSTC portal)	
13.	PAN No. of agency / contractor (Upload the	
	documentary evidence on MSTC portal)	
14.	GST registration number of the agency /	
	contractor. (Upload the documentary evidence on MSTC portal)	
15.	Employee Provident Fund (EPF) registration	
	number of the agency / contractor. (Upload the documentaryevidence on MSTC portal)	
16.	Employees State Insurance Corporation(ESI)	
	registration number of the agency /contractor. (Upload the documentary evidence on	
	MSTC portal)	
17	ISO Certification as applicable for the similar scope of work. The certificates shall be valid on	
•	the last date of submission of tender.	
	(Upload the relevant certificate on MSTC portal.)	
18.	Whether registered with Labour Department?	
	Registration No. and Date of Registration	
	(attach the copy of registration certificate)	
19.	Number of staff/ employees engaged by the	
	Company/ Firm/ Agency at present	
	Of the above how many are skilled/semi-	
	skilled/unskilled staff and supervisory staff	
	Skilled	
	Semi-Skilled	
20.	Un-Skilled Details of the EMD (Earnest Money Deposit)	
2 0.	₹54,815/- (Rupees Fifty Four Thousand	
	Eight Hundred Fifteen only) deposited by the	
	agency / tenderer: -	

Sr. No.	Particulars	Details
	UTR No.	
	Date of Transactions	
	Name of the bank branch with IFSC code	
21.	Undertaking on the letter head of the agency /	
	contractor as specified in <u>Annexure-IV</u>	
22.	Bankers Details of the Company/ Firm/ Agency along with the account number, account type, IFSC code of the bankers along with full details like names, postal address and email/telephone no (Landline and Mobile numbers).	
23.	Any other relevant Information regarding the Company/ Firm/ Agency	

Note- Documentary evidence for the above as specified in the, eligibility criteria must be uploaded on the MSTC Portal. The details of document to be uploaded are as below: -

- i. Registration Certificate of the Company/ Firm/ Agency.
- ii. List of Clients served by the Company/ Firm/ Agency in Annexure I.
- iii. Client Certificate / Feedback as per the specified format given in Annexure II.
- iv. Annual turnover statements of the Company/ Firm/ Agency (for last 03 financial years ending on 31st March 2024)
- v. Income Tax Return of the Company/ Firm/ Agency (for last 03 financial years ending on 31st March 2024)
- vi. Profit and Loss Account of Company/ Firm/ Agency (for last 03 financial years ending on 31st March 2024)
- vii. Bankers certificate on financial standing in **Annexure III**.
- viii. Registration details of the Company/ Firm/ Agency under Contract Labour (Regulation and Abolition) Act, 1970,
- ix. PAN No. of Company/ Firm/ Agency.
- x. GST registration number of the Company/ Firm/ Agency.
- xi. Employee Provident Fund (EPF) registration number of the Company/ Firm/

Agency

- xii. Employees State Insurance Corporation (ESI) registration number of the Company/ Firm/ Agency.
- xiii. Undertaking / Declaration on the letter head of the Company/ Firm/ Agency as per Annexure-IV.
- xiv. Any other document/s

(Documentary evidence in support of the eligibility criteria requirements as prescribed above must be uploaded on the MSTC Portal. The tender without documentary evidence will not be considered by the Bank. The Bank reserves the right to call for proof/verify the information furnished by the tenderer).

Declaration by the tenderer:

I/We before signing this e-tender have read and understood all the above terms and conditions contained herein and undertake myself / ourselves to abide by them in case the above-mentioned contract is executed to me/us. I/We understand that the Bank reserve the right to accept or reject any or all the e- tender either in full or in part without assigning any reason thereof.

Place:	Signature and Seal of the Tenderer		
Date:			
	(Name of Authorized Signatory)		

Annexure-I

LIST OF CLIENTS/ DETAILS OF PREVIOUS EXPERIENCE: -

Sr. No.	Name and address of the client. Govt./Semi Govt./Bank/Pvt. Body)	The name, full address and Telephone no.of the officer under whom the work was carried out	Nature of service rendered, from to (period)	Number of persons deployed	Remarks

Annexure-II

<u>CLIENTS' CERTIFICATE REGARDING PERFORMANCE OF TENDERER</u> (On Client's letter Head)

Name & address of the Client

Details of Works executed by agency

- 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 agency employed qualified Staff/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 agency go for arbitration?
 - ii) If yes, total amount of claim
 - iii) Total amount awarded
- 13. Comments on the capabilities of the agency

a) Technical proficiency : Outstanding/Very Good/Good/Satisfactory/poor

b) Financial soundness : Outstanding/Very Good/Good/Satisfactory/poor

c) Mobilization of adequate Service : 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

Signature of the Reporting Officer*

with Office seal

*Regarding performance report/clients certificate, for works carried out for Government/public sector companies, the certificate should be signed by the concerned authorized officer. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contracts amount.

- (i) All columns should be filled properly.
- (ii) The Client's Certificates should be uploaded on MSTC portal for each of the Prequalification work/s.

Annexure-III

FORM OF BANKERS'CERTIFICATE FROM A SCHEDULED BANK

This	is	to	certify	that	to	the	best	of	our	knowledge	and	information	M/s.	/	Sri
										havi	ng ma	rginally noted	d addr	ess	s, a
customer of our bank are/is respectable and can be treated as good for any engagement up to							o to								
а		lim	it	of		R	s				(Ru	pees			
).					
This	certi	ifica	te issue	d with	out a	any g	uaran	tee o	or res	ponsibility or	the E	Bank or any of	the of	fice	ers.
(Signature) For the Bank															
רטו נו	ie d	ank	•												

Note:

- 1. Bankers 'certificate should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
- 3. Scanned copy (PDF format) of the original Banker's certificate must be uploaded while submitting the e-tender online through MSTC Portal.

FORMAT OF UNDERTAKING/ DECLARATION

(To be uploaded by the tenderer on MSTC portal on its letter head)

To,
The Regional Director
Reserve Bank of India
Human Resources Management Department
Guwahati – 781001

Madam,

- i) I/we confirm of having read and understood the above stated terms and conditions as given in the e-tender document.
- ii) I/We hereby agree to abide by all terms and conditions laid down in tender document.
- **iii)** This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves abide by the said terms and conditions.
- **iv)** Further, the facts stated above by us in the e- tender application is true to the best of my/ our knowledge.
- v) I / We declare that there is no case/ charge under investigation/ enquiry/ trial against the agency/ Company/ Firm.
- vi) I/ We have not been banned and de-listed by any Government Department/ Financial Institution/ Public sector undertakings/ Private Sector Undertakings/ MNCs have not been convicted by any Court of Law/ have no case pending before the court of law/ Police authorities for the last 10 years.
- vii) I/We abide by the provisions of Minimum Wages Act (as notified by Central Govt.), Contract Labour (Regulation and Abolition) Act 1970 and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the Workers deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation. I/We shall keep the Reserve Bank of India indemnified of all the expenses incurred due to lapse, of any kind, on the part of the Bidder or his workers.

Place:	Signature and Seal of the Tenderer
Date:	

(Name of Authorized Signatory)

PROFORMA OF PERFORMANCE BANK GUARANTEE

(On Non-Judicial Stamp Paper of appropriate technical bid purchased in the name ofthe issuing bank)
Place: Date:
The Regional Director Reserve Bank of India Guwahati-781001
Madam,
Name of the Project- Housekeeping, Maintenance and Catering Arrangements for Visiting Officers' Flats and Transit Holiday Home of the Reserve Bank of India at Christian Basti, Guwahati
WHEREAS
Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the contract for the captioned work(hereinafter called the "Contract") to M/s
NOW THIS GUARANTEE WITNESSETH
We (Name of the Bank) do hereby agree with and undertake to RBI, their successors, assignees that in the event of 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 RBI a sum of Rs (Rupees only) or any lower amount that may be demanded by RBI.

	(Our guarantee shall be treated as equivalent to the Performance Guarantee Amountfor the due performance of the obligations of the contractor under the said Contract,provided, that our liability against such sum shall not exceed the sum of Rs only).
2.		We also agree to undertake and confirm that the sum not exceeding Rs
3.		We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the contractor.
4.		This guarantee shall not be revoked by us without prior consent in writing of theRBI.
W	e h	ereby further agree that –
	a)	Any forbearance or commission on the part of RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditionsstipulated in the said contract and/or hereunder or granting of any time or showingof any indulgence by 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 Rs only).
	b)	Our liability under these presents shall not exceed the sum of Rs (Rupees only).
	c)	Our liability under this agreement shall not be affected by any infirmity orirregularity on the part of our said constituents/clients or their obligations there under or by dissolution or change in the constitution of our said constituents.
	d)	This guarantee shall remain in force up to (60 days beyond the Defect liability period) provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions ascontained 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 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 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 sday of(Month) (Year) bei	_					
For and on behalf of	(Name of the Bank)					
Signature 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 inthe					
presence of:						
Witness 1						
Signature						
Name						
Address						
Witness 2						
Signature						
Name						
Address						

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

APPROVED LIST OF MATERIALS

Sr.	No	Items	Brand
A)		WELCOME KIT: -	
i	i)	Soap	Medimix ,Lux, Cinthol, Dove or equivalent
i	ii)	Toothpaste/brush	Colgate, Pepsodent, Close-up or equivalent
i	iii)	Sachets of shampoo	Pantene, Dove, Head and Shoulders or equivalent
i	iv)	Hair oil	Dabur, Godrej, Parachute or equivalent
,	v)	Shaving kit (disposable razor,shaving cream/gel)	Gillette, 7O'clock, Lazer 3, Cream (Gillette, Park Avenue, Old Spice, Nivea) or equivalent
,	vi)	Comb	Any make
,	vii)	Hand Sanitizer	Himalaya, Dettol, Lifebuoy or equivalent
В.	-	TEA/ COFFEE KIT	(Sachets to be placed in rooms)
i	i)	Tea/coffee/ Green Tea	Twinings, Nescafe, Bru, Tetley, Organic India or equivalent
i	ii)	Sugar sachets (5gm)	Any Standard Make/ Sulphur less sugar/ Sugarfree
i	iii)	Milk Powder Sachets (5gm.)	Everyday, Amul or equivalent
C)		CONSUMEABLES: -	
i	i)	Butter	Mother Dairy, Amul, Britannia or equivalent
i	ii)	Bread (white / brown)	Vanilla Grain, Iora, Croissant Express, Holsom, Homa or equivalent
i	iii)	Cornflakes	Kelloggs, or equivalent
i	iv)	Edible Refined oil	Saffola / Sundrop / Fortune
,	v)	Edible Mustard oil	Engine/Fortune
,	vi)	Spices	Packed Catch/ MDH/ Everest/ TATA Sampann
	vii)	Wheat Flour	Aashirvaad/ Patanjali/ Shakti Bhog or equivalent
	viii)	,	Dawat, India gate or any rice of premium quality as approved by the Bank.
	ix)	Pulses Table Salt/Black Penner	Packaged pulses of very good quality Catch/ MDH/ Everest
'	x)	Table Salt/Black Pepper (Powder) and Chat Masala on dining tables	Calciii NiDH/ Everest
	xi)	Pickle	Mothers/ Tops or any other brand approved by the Bank
7	xii)	All consumables other than mentioned above	Premium Quality Page 78 of 83

Page **78** of **83**

Reserve Bank of India Guwahati

PART-II, FINANCIAL/ PRICE BID

e-Tender for Housekeeping, Maintenance and Catering Arrangements for Visiting Officers' Flats and Transit Holiday Home of the Reserve Bank of India at Christian Basti, Guwahati

(To be read only with the purpose of e-tendering on MSTC portal only and not for uploading PDF)

TABLE-I

Sr. No.	Descriptions	Unit of Measure	No. of Persons Required	Rate (Rs.)	Total Amount (Rs.)
1.	2.	3.	4.	5.	6.
1.	Basic Minimum Wages plus VDA, EPF, ESIC, EPF Admin., EDLI, and Bonus including reliever charges	Monthly (30 days)	01 Supervisor (Skilled category of worker)	(enter this amount on MSTC website)	(enter this amount on MSTC website)
2.	Basic Minimum Wages plus VDA, EPF, ESIC, EPF Admin., EDLI, and Bonus including reliever charges	Monthly (30 days)	01 Cook (Semi-Skilled category of worker)	(enter this amount on MSTC website)	(enter this amount on MSTC website)
3.	Basic Minimum Wages plus VDA, EPF, ESIC, EPF Admin., EDLI, and Bonus including reliever charges	Monthly (30 days)	05 Support Staff (waiter/helper/ Housekeeper) (Un-Skilled category of workers)	(enter this amount on MSTC website)	(enter this amount on MSTC website)
4.	Total Manpower Monthly Charges (1+2+3)				

Sr. No.	Descriptions	Unit of Measure	No. of Persons	Rate (Rs.)	Total Amount
			Required		(Rs.)
5.	Service Charges plus Profit Margin: Service Charges including to managerial/ supervisory/ insurance/ administrative charges/ Identity Cards/ stationery Charges/ Printing Charges/ amenities to worker, incidental charges, other statutory payments as applicable, telephone charges, and other expenses as specified in the tender document and Profit Margin. Note: Keeping in view the TDS deductions and other cost aspects, Service Charges should not be less than 5% of 5 above i.e., total of manpower monthly charges.	Monthly	NA	(enter this amount on MSTC website)	(enter this amount on MSTC website)
6.	Uniform Charges (minimum 4 sets annually) for one (01) Supervisor, one (01) Cook, one (01) Helper for catering (04) Support Staff workers & the reliever i.e. 08 workers per person monthly including washing charges etc. complete.	Monthly	NA	(Total of annual uniform and Washing charges divided by 12 to be entered on MSTC website)	(enter this amount on MSTC website)
7.	Sub Total (4+5+6)				
8.	GST (IGST or CGST+SGST)				
9.	Grand TOTAL inclusive of GST (7+8)		-		

^{*} Please refer the Table 2.

NOTE: -

i) The Minimum Wages of the skilled, semi-skilled and un-skilled workers shall be calculated as notified by the Chief Labour Commissioner, Ministry of Labour and Employment; Central Government **notification dated April 01, 2024.**

ii) Salary inclusive of and in accordance with Minimum Wages Act (Central Govt.), Employees Provident Fund and Miscellaneous Provisions Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act etc.

iii) Guwahati is placed under Area-B

Table 2: The statutory components of wages are subject to applicable statutory guidelines which are indicated below. These are subject to change and latest guidelines shall be followed by the tenderer.

	12%	EPF contribution @ 12% of 2,10,000/- (14 persons x 15000 minimum wages)	(subject to maximum ceiling of Rs 15000 salary per month or any other amount specified by EPFO from time to time)
2.	0.5%	EPF administrative charges @ 0.5% of 2,10,000/- (14 persons x 15000 minimum wages)	(subject to maximum ceiling of Rs 15000 salary per month or any other amount specified by EPFO from time to time)
3.	0.5%	EDLI contribution @0.5% of 2,10,000/- (14 persons x 15000 minimum wages)	(subject to maximum ceiling of Rs 15000 salary per month or any other amount specified by EPFO from time to time)
4.	3.25%	Employer contribution to Employee State Insurance (ESI) including admin charges, if any @ 3.25% of 4 (Table 1)	(Not applicable if salary (Basic+VDA) exceeds Rs. 21000 or any other amount specified by ESIC from time to time)
5.	8.33%	Bonus @ 8.33% of 4 (Table 1)	(Not applicable if salary (Basic+VDA) exceeds Rs. 21000 or any other amount updated by Bonus Act from time to time.)

INSTRUCTIONS AND CONDITIONS: -

- 1) Wages are subject to amendments as and when promulgated from time to time by statuary Authorities. Increase of VDA by Ministry of Labour and Employment, Govt. of India vide notification dated April 01, 2024 has been incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
- 2) GST will be reimbursed by the Bank on the above quoted rates on submission of monthly bill. The Agency / contractor/ firm/ company will charge GST @ 18% or as amended by Ministry of Finance, Governmentof India from time to time through its

- notification, in the monthly invoice submitted to the Bank.
- 3) The rates quoted should be inclusive of reliever charges. The rates may be quoted for 30 days in financial bid above. No extra amount will be paid for the reliever.
- 4) Service charge quoted by the agency will remain fixed during the entire period of contract.
- 5) The tender of the bidder who quotes service charge less than 5% of the total manpower charges, will be rejected by the Bank.
- 6) The bidder should ensure to compliance with local laws, works contract tax, etc. except GST imposed/to be imposed by Central/State Government/ Local Bodies and the contractor shall pay the said taxes to the government and the Bank will not entertain any claim thereof for reimbursement of the same to the contractor. If the contractor fails to include such taxes and duties in the bill, no claim thereof will be entertained by the Bank afterwards.
- 7) The Bank would establish the reasonableness of the rates in relation to the estimated rates, prevailing market rates, economic indices of the raw material/ Labour and other input costs etc., Accordingly, the Bank may, at its discretion, ask any bidder to furnish the breakup and rationale based on which the quoted rates have been arrived.
- 8) Agency needs to provide Wage Slip along with the NEFT details of payment pertaining to its staff on monthly wages.
- Documents supporting payment of PPF/ESI/EPF etc. needs to be produced with the bills.
- 10) I/We hereby confirm that the Basic Minimum Wages plus VDA quoted above are not less than the current minimum wages for Industrial Workers (Building Operations) (for skilled/semi-skilled/un-skilled workers) stipulated by the Chief Labour Commissioner, Ministry of Labour and Employment, Government of India and that other mandatory charges i.e., EPF, ESI, EDLI, Bonus are in conformity with the corresponding statutory provisions.

11)	I/We agree that the Financial Bid is	iable to be r	ejected if any	of the above	e rates
ar	nd percentage are found not to be in c	ompliance w	ith the respect	tive statutory	/ laws.

12)	I/We	have	gone	through	the	terms	and	conditions	of	the	e-tender	and	is
agre	eeable	e to the	em.										

Place:	Signature and Seal of the Tenderer
Date:	
	(Name of Authorized Signatory)