



**Reserve Bank of India
Human Resource Management Department
New Delhi**

**NOTICE INVITING TENDER (NIT)
(RBI/ Delhi Regional Office/HRMD/4/25-26/ET/863**

E- Tender for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") invites e-tender for "Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi" from eligible and willing Companies / Firms / Agencies. The estimated annual cost of tender is ₹2,56,32,914/- (Rupees Two Crores fifty six lakh thirty two thousand nine hundred fourteen rupees only) inclusive of GST, all applicable taxes, cess and any other charges or levy. The initial period of Contract will be for one year from the date specified in the Work Order, as per laid down contractual obligations.

2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from 05:00 PM onwards on January 20,2026, from the website www.mstcecommerce.com/eprocn/ and is also available on website <https://rbi.org.in/web/rbi/tenders> for download.

3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date will be considered for opening.** The second e-cover i.e., Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's schedule of quantities/services required and bidders' price bid to be submitted online on MSTC portal.

4. The duly filled in tender documents shall be uploaded on MSTC website [https://www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/). All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part-I of the tender for examination by the Bank.

5. The timeline and other details of the tender are as follows:

A	e-Tender no	RBI/ Delhi Regional Office/HRMD/4/25-26/ET/863
B	Name of Work	Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi
C	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/)
D	Estimated Cost (Annual cost)	₹2,56,32,914/- (Rupees Two Crores fifty six lakh thirty two thousand nine hundred fourteen rupees only) <i>inclusive of GST, all applicable taxes, cess and any other charges or levy.</i>
E	Earnest Money Deposit (EMD)	₹5,12,658/- (Rupees Five lakh twelve thousand six hundred fifty eighty rupees only). Further details have been provided at <i>Clause no. 12 of Section III (a) of the tender document.</i>
F	Date of NIT available to the parties to download	January 20,2026 at 05:00 PM onwards
G	Date and Place of Pre-Bid meeting	Off-line on February 18,2026 at 11:00 AM. Venue: Reserve Bank of India, Conference Room,1 st Floor, Human Resource Management Department, New Delhi.
H	Date of starting of online submission of e-tender (EMD, Techno-Commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/	February 18,2026 at 05:00 PM onwards
I	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	March 03,2026 at 12:30 PM

J	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	March 03,2026 at 02.00 PM
K	<p>a. Date and time of opening of first e-cover (containing proof of submission of EMD)</p> <p>b. Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)</p> <p>c. Date of opening of third e-cover (containing Part II i.e., Price Bid)</p> <p>Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present</p>	<p>a. March 03,2026 at 03:00 PM</p> <p>b. March 03,2026, after verification of receipt of EMD</p> <p>c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)—shall be opened on a subsequent date, and it would be intimated to qualified bidders through email.</p>
L	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	Charged by MSTC Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED

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

Regional Director
Reserve Bank of India
New Delhi



**Reserve Bank of India
Human Resource Management Department**

6, Sansad Marg, New Delhi-110001

Part - I

E- Tender for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi.

Name of Bidder:

Postal Address with Pin code:

Phone /Fax / Mobile No.:

Email Address:

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed, or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Table of Contents

Sections / Annexures	Description	Page No.
	<u>Disclaimer</u>	7
PART I - Techno Commercial Bid		
Section I	Schedule of E-Tender (SOT)	9-10
Section II	Important instructions regarding E-tender (Instructions for bidding on MSTC and contact details at MSTC)	11-14
Section III	General Rules and Instructions to the bidders (Instructions to assist the prospective Bidders in preparation and submission of Bids)	15-31
Section III (a)	General Instructions to bidders	15-22
Section III (b)	Eligibility Criteria	23-26
Section III (c)	Evaluation of Bids	27-28
Section III (d)	Checklist of documents to be submitted with the tender	29-31
Section IV	General and Specific Conditions of Contract (Conditions that shall govern the Contract)	32-69
Section IV (a)	Scope of Work and Services	32-50
Section IV (b)	Terms and Conditions of the Contract	51-66
Section IV (c)	Penalty Clause	67-69
Section V	Annexures to Various Sections	
Annexure I	Form of e-Tender	78-80
Annexure II	Shortlisting / Eligibility Criteria Formats	81-91
Format 1	Basic Information	81-82
Format 2	Previous Work Experience	83-84
Format 3	Works qualifying Eligibility	85-86
Format 3A	Client's Certificate Regarding Performance of Their Contractor	87-88
Format 4	Financial Status	89
Format 5	Form of Bankers' Certificate from a Scheduled Bank	90
Format 5A	Details of Bidder's Banker	91

Annexure III	Format For Power of Attorney for Authorized Signatory	92
Annexure IV	Letter of Undertaking	93
Annexure V	Undertaking regarding declaration of debarment by public institution(s)	94-95
Annexure- VI	Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder	96
Annexure VII	Proforma for Bank Guarantee In Lieu of Earnest Money Deposit	97-99
Annexure VIII	Proforma of Performance Bank Guarantee	100-102
Annexure IX	Articles of Agreement	103-122
Annexure X	Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India	123-124
PART II – Financial /Price Bid		
Section VI	Financial /Price Bid	125-132
Annexure-XI	Wage Analysis	133-134

DISCLAIMER

Reserve Bank of India, Human Resource Management Department, New Delhi (hereinafter referred to as "the Bank") has prepared this document to give background information on tender for 'Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi' to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, 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 bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the tender for 'Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi'. 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 and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule 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 bidder submitting the tender.

No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

Section I: Schedule of Tender (SOT)

The Schedule of e-Tender (SOT) is as follows:

Sl. No.	Item	Details
1.	e-Tender No	RBI/ Delhi Regional Office/HRMD/4/25-26/ET/863
2.	Tender Inviting Authority	Regional Director Reserve Bank of India Human Resource Management Department New Delhi Tel No.: 011-23353075 Email id: gpcnewdelhi@rbi.org.in
3.	Name of work	E-Tender for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi
4.	Location	Visiting Officers' Flats, Transit Holiday Homes, Trainee Flats & Medical Flats at Sarojini Nagar, New Delhi and Executive Suites & Guest rooms at Bank's Main Office Building, Sansad Marg & Rabindra Nagar, New Delhi, as, detailed in the Scope of Work (Section IV(a))
5.	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.
6.	Estimated annual cost of tender (including Taxes)	₹2,56,32,914/- (Rupees Two Crores fifty six lakh thirty two thousand nine hundred fourteen rupees only) inclusive of GST, all applicable taxes, cess and any other charges or levy.
7.	Date of NIT available to the parties to download	January 20,2026 at 05:00 PM onwards

8.	Date and Place of Pre-Bid meeting	Off-line on February 18,2026 at 11:00 AM. Venue: Reserve Bank of India, Conference room, 1 st Floor, Human Resource Management Department, New Delhi.
9.	Earnest Money Deposit	₹5,12,658/- (Rupees Five lakh twelve thousand six hundred fifty eighty rupees only). Further details have been provided at <i>Clause no. 12 of Section III (a)</i>
10.	Date of starting of online submission of e-tender (proof of EMD, Techno-Commercial Bid and Price Bid) at https://www.mstcecomm erce.com/eprocn/	February 18,2026 at 05:00 PM onwards
11.	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	March 03,2026 at 12:30 PM
12.	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	March 03,2026 at 02:00 PM
13.	Date and time of opening of first e-cover (containing proof of submission of EMD)	March 03,2026 at 03:00 PM (in the presence of the authorized representative of the bidders who choose to be present)
14.	Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)	March 03,2026, after verification of receipt of EMD (in the presence of the authorized representative of the bidders who choose to be present)
15.	Date of opening of third e-cover (containing Part II i.e., Price Bid)	Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)–shall be opened on a subsequent date, and it would be intimated to qualified bidders through email.

		(in the presence of the authorized representative of the bidders who choose to be present)
16.	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

Section-II

Important instructions regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

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/her/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with
[https://www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/)

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration. 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 MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details (MSTC Ltd.):

a) **MSTC HO Central Help Desk No.: 07969066600**

Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all Working Days for all Technical issues e-Tenders, System settings etc.

b) **Contact person (North Regional Office – Delhi):**

(i) Ms. ARCHANA, MANAGER, MSTC Ltd., NRO
Mobile- 9990673698

Email- nroopn10@mstcindia.in

(ii) Mrs. RUPALI PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
Mobile – 9458704037,

(iii) Email – nroopn11@mstcindia.in
Mr. MANOJ PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
Mobile – 9727700986,
Email - nroopn8@mstcindia.in

Address	Mail ID	Contact
30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002	mstcnro@mstcindia.in	(011) 23212357, (011) 23215163, (011) 23217850

c) Contact person at RBI, New Delhi

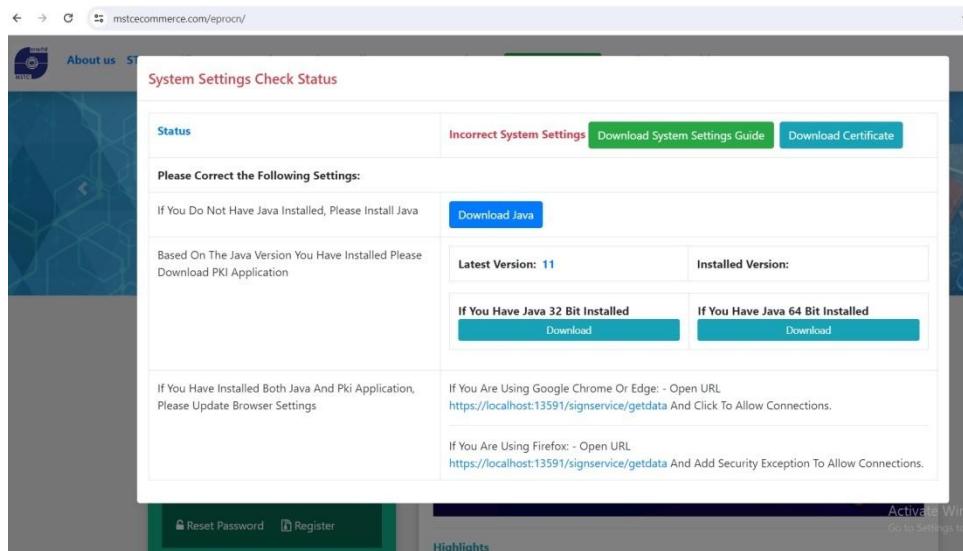
i. Shri Dharmendra Azad, AGM ,
Contact No.: 011 23452114
Email Id: bookingnewdelhi@rbi.org.in

ii. Shri Prem Parkash, Assistant Manager
Contact No.:011-23452318
Email Id: bookingnewdelhi@rbi.org.in

Guide for application process-

1. System Requirement:

For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <https://www.mstcecommerce.com/eprocn/>



2. Special Note towards Transaction fee:

The vendors shall pay the transaction fee to MSTC using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Bidder/Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the 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.

3. The vendors are required to ensure that their corporate email-ID provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use “Upload Documents” link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through “Attach Document” link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any, are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor

Manager→ live event →Selection of the live event→ Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and “Common Terms” tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the “Attach Documents” and/or saving “Common Terms” step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c)First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the “Price Bid” link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding Contract between Buyer and the Bidder for execution of supply/work. Such successful Bidder shall be called hereafter SUPPLIER/CONTRACTOR.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

i) 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.

j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her acceptance of terms and conditions for the e-Tender.

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee and paisa as per UOM indicated in the e-tender floor/tender document.

Section III – General Rules and Instructions to Bidders

Section III (a) - General Instructions to bidders

1.	Bids in Three cover /Two bid system i. The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender part I (Techno-commercial bid), complete eligibility criteria, details, etc. and the third e-cover shall contain duly filled in tender part II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the MSTC Portal, using valid Digital Signature Certificates. ii. The instructions given above under “Important instructions regarding e-tender” (Section II) are meant to assist the bidders in registering on the MSTC Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MSTC Portal. The duly filled-in tenders, as above, can only be submitted on MSTC Portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).
2.	Definitions Clause 1 of Section IV (b) details Definitions which shall apply to the entire Tender Document.
3.	Shortlisting of bidders for opening part II of the tender The Part-I (Techno-Commercial bid) of the bidders who fulfil the eligibility requirement provided in Section III(b) will be evaluated as per the evaluation process provided in Section III(c). Only bidders who qualify in Part – I (Techno-Commercial Bid) will be eligible for the opening of third e-cover i.e., Part-II (Price bid).
4.	Clarifications and pre-bid meeting i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting. ii. The bidders’ designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting. iii. The minutes of the pre-bid meeting will be published on the RBI website and MSTC only and the same shall be binding on all the bidders.

	Any tender received with any deviation/ Condition is liable for rejection.
5.	Site Visit The bidder is required to provide work / services as indicated in this document {Section-IV (a)} and is advised to visit and acquaint himself/ herself with the site conditions. The cost of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to all the premises and is aware of the operational and site conditions prior to the submission of the tender documents.
6.	Amendment to Tender document (i) At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the tender document by an amendment and the same will be uploaded on RBI's website (https://rbi.org.in/web/rbi/tenders). (ii) The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document. (iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.
7.	Debarment A bidder is liable for debarment/disqualification from bidding on the following grounds: (1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity: (i) a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process. b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process. d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain. e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of Contract: which can affect the decision of the procuring entity directly or indirectly.

	<p>f.any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.</p> <p>g. obstruction of any investigation or auditing of a procurement process.</p> <p>h. making false declarations or providing false information for participation in a tender process or to secure a Contract;</p> <p>(ii) failed to disclose conflict of interest.</p> <p>(iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.</p>
(2)	For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
(3)	If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bharatiya Nyaya Sanhita 2023 (BNS) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement Contract.
The bidder has to submit an undertaking in the format provided in Annexure V.	
8.	<p>Documents Comprising the Bid</p> <p>The Tender shall comprise the following:</p> <p>First e-cover (Online Submission Only) –</p> <p>Details of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-Tender.</p> <p>Second e-cover i.e., Part I (Techno-Commercial Bid)- (Online submission Only)</p> <p>Checklist as specified in Section III(d).</p> <p>Power of Attorney (as per proforma given in Annexure-III) in favor of person signing the tender/bid.</p> <p>Duly filled-in and signed tender document consisting of:</p> <p>(a) Part I: Techno-Commercial bid viz., entire Tender Document (excluding Part-II) duly signed. Each page of the tender document shall be signed.</p> <p>(b) Duly filled in, signed, and certified as stated in each document / formats/Annexures.</p> <p>Third e-cover i.e., Part-II (Price Bid) (Online Submission Only)</p>

	Part – II (Price Bid) must be submitted online on MSTC portal using valid digital signatures.
9.	Preparation of bid and Cost of bidding i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must inspect the Site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy. iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.
10.	Format to be used The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.
11.	Filling of rates i. The amount for each item should be worked out and requisite totals should be given in the specified column. ii. In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the tender shall be considered incomplete and shall not be considered. iii. No advice of any change in rate or conditions after the opening of the tender will be entertained.
12.	Earnest Money Deposit i. Bidders are required to submit Earnest Money Deposit (EMD) for ₹5,12,658/- (Rupees Five lakh twelve thousand six hundred fifty eighty rupees only). and the proof of its submission must be uploaded in the first e-cover of the tender on MSTC portal. ii. EMD is to be submitted only through one of the following modes – a. Through NEFT to the following account (preferably):

	<p>Beneficiary: Reserve Bank of India, New Delhi Account No.: 06869229904 IFS Code: RBIS0NDPA01 (Please read 5th and 10th character of IFSC as zero) In remarks, the name of the bidder and tender number should be mentioned.</p> <p>b. Through Demand Draft/ Banker's Cheque from a Scheduled Bank drawn in favour of Reserve Bank of India, New Delhi</p> <p>c. Through Bank Guarantee from a Scheduled Bank as per Annexure VII drawn in favor of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least up to validity of the tender as per Clause 19 of this Section III(a)).</p> <p>iii. EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to Assistant General Manager (Personnel), Human Resource Management Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.</p> <p>iv. Under no circumstances EMD will be accepted in any other form than stipulated above. Further, EMD submitted in account of another Office of the Bank shall not be considered. Scanned copy of Demand Draft/ Banker's Cheque/ Bank Guarantee has to be uploaded as proof of submission in first e-cover.</p> <p>v. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date will be considered for opening. The proof of submission of EMD should be uploaded in first e-cover.</p> <p>vi. Release of EMD: The EMD of bidders other than successful bidder shall be returned/refunded on expiry of bid validity (including extended validity) as per clause 19 of Section III(a) or on award of work to the successful bidder whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Bank Guarantee (PBG) as per Clause 4 of Section IV(b).</p> <p>vii. Forfeiture of EMD: The EMD will be forfeited (a) if the bidder withdraws bid after opening of the Price Bid or (b) if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit or (c) fails to execute the agreement or produce PBG</p>
13.	<p>Undertaking on Legal Actions / Litigation / Arbitration by the Bidder</p> <p>The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the</p>

	Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where civil lawsuit / litigation/ arbitration cases were/are initiated. The bidder shall give the above details as per proforma given in Annexure VI.
14.	Signing of Bid, Power of Attorney i. Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per Annexure III. ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.
15.	Modification / Substitution/ Withdrawal of Bids No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.
16.	Bid Due Date Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.
17.	Late bids No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.
18.	Opening of bids i. Duly filled first e-cover, second e-cover i.e., Part-I (Techno-Commercial Bid) of the tender, will be opened on MSTC portal on the time and date, as specified in NIT / Schedule of e-Tender in the presence of authorized representatives of the bidders who choose to be present. ii. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid) shall be opened on a subsequent date after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.
19.	Bid Validity Tender shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
20.	Evaluation of bids

	The Bank will examine and evaluate bids as per clauses of Section III (c).
21.	<p>Acceptance of Tender and Award of Work</p> <p>i. On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of: -</p> <p>(a) Articles of agreement in format prescribed in Annexure IX (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the Contractor. One certified copy of the agreement will be handed over to the Contractor by the Bank.</p> <p>(b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondences leading thereto.</p> <p>(ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form).</p> <p>(iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently.</p> <p>(iv) The successful bidder shall take over the entire work within five days of notification of award of work or later as decided by the Bank.</p>
22.	<p>Performance bank Guarantee</p> <p>Performance Bank Guarantee (PBG) for an amount equal to five per cent of the Contract amount from a scheduled bank in the proforma at Annexure VIII shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in clause 4 of Section IV(b).</p>
23.	<p>Taxes / Duties / Levies</p> <p>i. The estimated cost includes all taxes including Goods and Service Tax (GST)</p> <p>ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.</p>
24.	<p>Bank's right to accept or reject any or all the bids</p> <p>i. Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids.</p> <p>ii. The tenders which are not in consonance with the Central Minimum Wages Act and / or any other Labour laws will be treated as invalid.</p>
25.	Land Border Clause -

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory.

In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annex - X).

If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

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

Date:
Seal)

Authorized Signatory (With Name/Designation and

Section – III (b) Eligibility Criteria

The present tender is being invited for “Management and Housekeeping (including catering) of Bank’s Visiting Officers’ Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank’s Properties in New Delhi” under which the Outsourcing Company/Firm/Agency (hereinafter referred to as “Bidder”) shall provide works / services to Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) as indicated in this document. Bidders are advised to submit only relevant documents in support of their eligibility along with proper indexing. The eligibility criteria shall be as under:

Criteria	Requirement	Forms / Documents to be furnished
1. Composition of the firm/ organization:	<p>The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.</p> <p>Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished.</p> <p>Joint Ventures are not allowed</p>	<p>Bidder should fill up information in Format 1 annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/Deed/another relevant document/s</p> <p>(ii) Power of Attorney in Annexure III (On Non-Judicial Stamp Paper of ₹100/-)</p>
2. Duration of past experience	<p>(i) The bidder should have a minimum of five years of experience in executing Similar Works / Services* during the last five years ending December 31,2025.</p> <p>Explanation: The bidder should have experience of executing at least one Similar Work/Service* in every year during the last five years ending December 31, 2025.</p>	<p>(i) Bidder should fill up the information in Format 2 annexed hereto indicating client-wise names of Similar Works / Services* awarded and actual cost(s), completion date stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of minimum five years of experience of completed similar work/s viz. copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the</p>

		<p>corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(i) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>
3. Minimum value of each completed Similar Works / Services*	<p>The bidder must have experience of successfully providing Similar Works /Services* during last 5 years ending December 31,2025 of value as under:</p> <p>(a) Three completed Similar Works / Services* each costing not less than the amount equal to 40% of the estimated annual cost of the tender.</p> <p>Or</p> <p>(b) Two completed Similar Works / Services* each costing not less than amount equal to 50% of the estimated annual cost of the tender.</p> <p>Or</p> <p>(c) One completed Similar Work / Service* costing not less than the amount equal to 80% of the estimated annual cost of the tender.</p>	<p>Bidder should fill up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed Similar Works / Services.</p> <p>(i) Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) in case of works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) in case of works executed for private companies.</p> <p>(ii) Client certificate/s for each of the qualifying work as per the Format 3A</p>

		<p>annexed hereto. It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids.</p> <p>Also, if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it should be mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.</p>
4. Annual Financial Turnover	The bidder shall possess minimum Annual Financial Turnover of estimated annual cost of this tender or more during the last three financial years viz. 2022-23,2023-24, and 2024-25.	<p>The bidder should fill up the information in Format 4 annexed hereto and be certified by Chartered Accountant to be submitted along with the following documents:</p> <p>(i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for number of financial years as referred to in Format 4.</p> <p>(ii) Copies of the Income Tax Returns for the last three financial years viz. 2022-23, 2023-24 and 2024-25 .</p>
5. Solvency	The bidders should have a Solvency of value not less than 100% of estimated annual cost of tender.	<p>(i) The bidder should furnish a solvency certificate issued by the bidder's banker specifically issued for this work not earlier than <u>June 30, 2025</u> in Format 5.</p> <p>(ii) Bidder should submit details of their Banker in Format 5A.</p>

6. Registrations	The bidder must have PAN, GST Registration, Registration under Employee State Insurance Act, PF registration and registration under labour laws, FSSAI License.	Bidder must submit Copy of PAN, GST Registration Certificate, Certificate for Registration under Employee State Insurance Act, Certificate for EPF registration, registration under labour laws, FSSAI License.
7. Local Presence of at least one year	The bidder should have an office at the place of Contract i.e., NCT of Delhi with sufficient manpower to take care of day-to-day operational issues.	The bidder shall submit documentary proof in support of having an office in NCT of Delhi.

Notes:

* Similar Works / Services shall mean Management and Housekeeping (including catering) services of guest houses (having not less than 50 rooms in one location) or in business of hotel housekeeping and management (minimum 3 star and above). With respect to criteria as at sl. No. 3 above, in case the work order for more than one year is produced, proportionate annualized value of the work order shall be considered to decide the eligibility. Provided that if any dispute arises about the interpretation of "Similar Works / Services", the final decisions in the matter shall rest with the Bank.

(i) Bids received without the supporting documentary proofs specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.

(ii) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.

(iii) The bid submitted by a bidder who is found to be not satisfying the eligibility criteria will be disqualified from further processing of the tender.

(iv) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc.

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

Date:

Authorized Signatory (With Name/Designation and Seal)

Section III (c) Evaluation of Bids

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (b) after opening the second e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of the submission of EMD should be uploaded in the first e-cover.
2. The bidders must submit all the requisite documents prescribed in the tender document in the second e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.
3. The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
4. To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids 'gpcnewdelhi@rbi.org.in' and 'bookingnewdelhi@rbi.org.in'. No change in the price or substance of the Bid shall be sought, offered, or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
5. If a bidder does not provide clarification/s of its Tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.
6. The third e-cover i.e., Part II (price bid) of all the bidders who qualified in Part I (Techno-Commercial bid) will be opened for financial evaluation. The firm with the lowest price (L1) shall be considered for the Award of Contract.
7. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY2024-25 shall be considered for the award of contract.
8. The Bank is, however, not bound to accept the lowest or any tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Section III (c) - Evaluation of Bids

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

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section III (d) Checklist of documents to be submitted with the Tender

List of Documents duly signed and certified to be scanned and uploaded before the last date and time of submission given in NIT/SoT -

Sl. No.	Checklist	Submitted/ Not submitted	Remarks
To be submitted in the first e-cover			
1.	Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover). Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to AGM / HRMD Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.		
To be submitted in second e-cover i.e., Part I (Techno-Commercial Bid)			
2.	Form of tender (Annexure I)		
3.	Format 1 of Annexure II (duly signed and stamped)		
4.	Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of Criteria 1 of Section III(b)		
5.	Power of Attorney in Annexure III ("Non-Judicial Stamp paper of ₹100/-")		
6.	Self-attested copy of GST registration.		
7.	Self-attested copy of EPFO registration		
8.	Self-attested copy of ESIC registration		
9.	Labour License		
10.	FSSAI License		
11.	Self-attested copy of the PAN card issued by the Income Tax Department		
12.	Format 2 of Annexure II: Proof of past experience as per Criteria 2 of Section III(b)		
13.	Following Documents in support of Criteria 2 of Section III(b) – (a) Works executed for Government / Public sector companies: Copies of detailed work order/s indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of		

Section III (d) Checklist of documents to be submitted with the Tender

	<p>completion and actual value of executed similar work/s issued by the client(s)</p> <p>(b) Work executed for Private Companies: Copies of work orders indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s).</p> <p>(c) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>		
14.	Format 3 of Annexure II: Proof of eligible works as per Criteria 3 of Section III(b)		
15.	<p>Following Documents in support of Criteria 2 of Section III(b) –</p> <p>(a) Works executed for Government / Public sector companies: Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s)</p> <p>(b) Work executed for Private Companies: Copies of work orders indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s).</p>		
16.	<p>Client certificate in Format 3A of Annexure II as per Criteria 3 of Section III(b)</p> <p>If the bidder has served at any office of RBI in the past or provided service at any office of RBI, it should be mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.</p>		
17.	Format 4 of Annexure II duly signed by the bidder and certified by Chartered Accountant		
18.	Income Tax Returns and the latest final accounts of the business of the Contractor for the last 3 financial years up to FY 2024-25 duly certified by a Chartered Accountant		

Section III (d) Checklist of documents to be submitted with the Tender

19.	Format 5 of Annexure II in the letterhead of the bidder's bank		
20.	Details of Bidder's bank in Format 5A of Annexure II		
21.	Letter of undertaking to Regional Director, RBI New Delhi (Annexure -IV)		
22.	Undertaking on Declaration of Debarment (in format given in Annexure V)		
23.	Signed Undertaking on Legal Actions / Litigation / Arbitration by the Bidder (in format given in Annexure VI)		
24.	Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India (in format given in Annexure X)		
25.	Tender documents signed and stamped (Part-I)		
26.	Any other document as specified in the NIT and tender.		
27.	Checklist of documents to be uploaded {Section III(d)}		
28.	Any other information the bidder wishes to furnish.		

Date:

Authorized Signatory (With Name/Designation and Seal)

Section- IV General and Specific Conditions of Contract

Section IV (a) - Scope of work and services

1. The Contractor shall have to provide for management and housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi

The Contractor shall:

- i. **Ensure seamless operation** of guest facilities by managing the front office, receiving of guests, assisting in check-in and check-out and managing the reception /front desk of all days of the year.
- ii. **Deliver high quality services** by maintaining cleanliness, safety, and readiness of rooms, dining halls, kitchen, toilets, terrace , common areas , daily housekeeping, provision of amenities (drinking water, toiletries, newspapers, snacks), and prompt catering.
- iii. **Manage facilities at the premises:** The room furniture at Executive Suites, VOFs, THH, Trainee Flats are provided with king size bed with mattress, pillows, bed side tables, built- in cupboard, study table & chair, curtain blinds, mirror, sofa set, dry iron & ironing table, etc., Each flat is well equipped and has a washroom/ toilet with requisite fittings and fixtures, and hot water provisioning. Electrical and plumbing fixtures are part of the infrastructure. Dining hall is furnished with dining tables and chair. Kitchen area includes designated kitchen, dish-wash area and store area.
- iv. **Damaged or lost items:** The contractor will have to manage these facilities through effective inventory management in coordination with the Bank and immediate replacement of damaged/lost items through the Bank. In case of any items damaged by the Contractor, the conditions mentioned in para 3.1 of this section will apply to this para also.
- v. **Adhere to quality benchmarks** by complying with strict hygiene protocols, waste management practices, and statutory labour regulations.
- vi. **Manage staff and resources** by deploying necessary / adequate manpower (as outlined in the document) and ensuring skilled supervision (e.g., hospitality-trained managers, cooks, and maintenance staff) as required by the Bank for seamless services. Deployment of workers shall be as per Clause 5 of Section IV (b). However, in the Main Office Building, the requirement for night stay will be as per requirement or as advised by the Bank.
- vii. **Facilities to be provided to guests:** the Contractor shall provide facilities to the guests as per the terms and conditions of the agreement with the Bank.
- viii. **Facilitate guest satisfaction** by addressing complaints (viz. electrical, plumbing, carpentry etc.) promptly, offering 365*24*7 front-office support, and ensuring courteous treatment of visitors, including handling emergencies (medical, electrical, plumbing etc.).

2. Description of Properties

- a. The VOFs , Trainees' flats, THH and Medical flats in Bank's quarters at Sarojini Nagar are located in K and L Avenues and others.
 - i. VOFs/THH/Trainee flats having attached toilets constructed on ground and First floor and medical flats with a common toilet for two rooms.
 - ii. A kitchen and two dining halls are also housed in the same block. Dining halls are furnished with dining tables and chairs.
 - iii. Kitchen area includes designated kitchen, dish-wash area and store. The approximate dimensions of each room including toilets are about 150 sq. feet. The kitchen and two dining spaces are approx. 300 sq. ft. each in size.
 - iv. The facility is also provided with a reception room which is approx. 500 sq ft.
 - v. The rooms are provided with furniture and other items including king size bed with mattress, pillows, bed side tables, built-in cupboard, study table & chair, curtain blinds, mirror, sofa set, dry iron & ironing table, etc.
 - vi. Each flat is well equipped and has a washroom/ toilet with requisite fittings and fixtures, and hot water provisioning. Electrical and plumbing fixtures are part of the infrastructure.
- b. Kitchen and dining halls are housed in both Executive suites at MOB and in Executive suite at Rabindra Nagar.
- c. The details of the VOFs /THH/Trainee/ Medical flats and Executive guest rooms at MOB and Rabindra Nagar, New Delhi have been tabulated below:

** Sarojini Nagar	37 VOFs + 18 THHs + 24 Trainee Flats (48 rooms) + 5 Medical Flats (10 rooms) Total= 113 rooms
Rabindra Nagar	1 Executive Suite + 8 rooms for Senior Officers
Main Office Building	6 Executive Suites

*** The number of rooms in colonies may be increased. The enhancement of the contract value upon increase in number of rooms/workers shall be agreed mutually by both the parties.*

3. Facilities to be provided by the Bank

- a Kitchen with all necessary facilities like gas stoves, cylinders, grinder, mixers, refrigerator, microwave, almirah for storage of linen and facility for storage of crockery / food grains etc.
- b Crockery, water jugs, cutlery and all cooking utensils/pans, pressure cookers etc.

- c Furniture in rooms, dining halls, lounges, office rooms, etc.
- d Computer system with Printer in selected rooms and reception.
- e Linen for all bedrooms/rooms.
- f Slipper sets for all the rooms in Sarojini Nagar, Rabindra Nagar and Main Office Building.
- g Appliances like TV, ACs, Geysers, Washing Machines, and Water Purifier etc.

3.1 All the available capital equipment will be given on as-is, where-is condition. The Contractor shall ensure proper upkeep and maintenance of equipment/inventory handed over by the Bank. In case of any fair usage breakdown, the same shall be repaired by the Bank. However, in case of damage or breakages of any properties, provided by the Bank, on account of the Contractor's staff due to misuse, the Contractor shall be liable to repair the same and bring it back to its original functionality or replace the damaged item, as the case be. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at the sole discretion of the Bank.

4. Broad Scope of Work at Properties:

4.1 Facilities to be managed at the premises:

The Contractor has to manage the flats as mentioned above at para 2 as per the requirements and specifications provided in the tender document.

4.1 (a) Sarojini Nagar facility:

The Broad scope of work shall at Sarojini Nagar include the following:

- i. Reception arrangements, maintenance and upkeep of 113 rooms (37 rooms of VOFs , 48 rooms of Trainees' flats, 18 rooms of THH and 10 rooms of 05 Medical flats.)
- ii. Operation, maintenance and supervision of kitchen & 2 dining halls for catering to about 60 and 48 guests respectively. Provision of food items and meals to guests in dining hall/rooms as per the rates decided by the Bank with contractor.
- iii. Maintenance of electrical, plumbing and carpentry installations in 113 rooms, bathrooms, toilets, reception and kitchen/dining hall.
- iv. Supply of cleaning materials and cleaning and ironing of linen (dry cleaning and washing as per frequency given in price bid), upholstery, kitchen equipment and cleaning of cutlery/crockery for 113 rooms.
- v. Provision of 2 bottles (1 litre each) of mineral water daily, one English newspaper daily, two sachets each of tea/coffee/Green tea/sugar/milk

sachets/ pack of 2 biscuits, etc. daily in 37 VOFs, 48 rooms of Trainee flats and 18 THH. Two slipper sets will be placed in 37 VOFs & 18 THH and 1 slippers set in 48 trainee rooms. Slippers set will be provided by the Bank.

vi. Provision of cells for Wall Clocks, AC Remote, TV Remote etc. and electric mosquito repellent machines as also refills for electric Mosquito Repellent in all common areas and rooms.

4.1 (b) At Rabindra Nagar and Main Office Building Facility:

The broad scope of work at Rabindra Nagar & Main Office building shall include the following:

- i. Reception arrangements, maintenance, and upkeep of 15 rooms.
- ii. Operation, maintenance, and supervision of kitchen & dining room for catering to the guests at Main Office Building and 1 kitchen and 2 dining rooms at Rabindra Nagar.
- iii. Supply of cleaning materials and cleaning and ironing of linen (dry cleaning and washing as per frequency given in price bid), upholstery, kitchen equipment and cleaning of cutlery/crockery for 15 rooms.
- iv. Provision of 2 bottles (01 litre each) of mineral water per room per day as per occupancy, two English newspapers including one Financial daily & tea/coffee/ Green tea /sugar/milk sachets, pack of 2 biscuits, etc. Two slipper sets will be placed in 15 rooms. Slippers set will be provided by the Bank.
- v. Provision of cells for Wall Clocks, AC Remote, TV Remote etc. and electric mosquito repellent machines as also refills for electric Mosquito Repellent in all common areas and rooms.

4.2 Detailed Description of Work:

4.2.1 Management of Front Office: The front office staff shall manage the reception/ front office and has to take care of allotting the flats to the guests based on Bank's directions/ instructions. 24x7 manning of Reception desk on all days of the year, helping the guests in carrying the luggage shall be ensured by the Contractor. Two English newspapers including one Financial daily), One Hindi shall be kept at the front desk. The major roles and responsibilities of the Contractor are as below:

- a. Receiving, allotting rooms (as per the Bank's instructions) and guiding the guests coming to stay in VOFs, THH, Medical Flats, and Trainee Flats at Sarojini Nagar Colony and Executive Suites/ Guest Rooms at Rabindra Nagar & MOB. The Contractor/ Contractor's staff shall not allot rooms on its/ his own in any circumstances.
- b. Managing the reception/ front office, round the clock (24X7) on all days

of the year, maintenance of allotment register, and perfect upkeep of rooms including common area.

- c. Operation and maintenance of kitchen and dining hall and catering to guests in Bank's VOF/Guest House will be supervised and facilitated by the front office.
- d. Consolidation of complaints/ suggestions from the guests/ Bank's Officials and onward submission of the same to the Bank, on a weekly basis.
- e. Monitoring of electrical, plumbing, and carpentry installations in the VOFs/ Trainee Flats/ Medical Flats and prior intimation of the same to the Bank to undertake necessary maintenance works within time. Although wireman /plumber/ carpenter are proposed to be posted during day shift, emergency/routine repair works round the clock would be undertaken by the wireman /plumber/carpenter of the contractor.
- f. Ensure overall general maintenance, like drainage cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal, etc., in an eco-friendly manner, using protective/closed bins) in compliance with applicable statutory norms. .
- g. Proper checking of the room before the checkout of the guest and ensuring that all the items provided by the Bank are in place and in good condition. Room-wise inventory register is to be maintained by the Contractor, to ensure the safe custody of the Banks' properties. The register has to be kept at front office and shall be subjected to periodical verification by the Banks' officials. Hence, the Contractor shall assume full responsibility for maintaining all movable properties of the Bank located inside the flats. In case of any shortage, damage, etc., the Contractor will be liable for replacement of the same at their cost.
- h. The front office staff has to maintain proper record/ register as required by the Bank and the same shall be kept safely by the contractor.. The Format of Guest Occupancy Register shall be provided by the Bank As soon as the guest arrives at the VOFs, THH, Trainee Flats, Medical Flats, necessary entries in all columns are to be made in the register.
- i. The front office staff must ensure that the guests are accompanied to his/her room and offer help to carry his/ her baggage to the allotted room, ensure his comforts, offer him tea/ coffee/ food, etc., suiting the time.
- j. All the correspondence with the Bank has to be made through the Manager appointed by the Contractor.
- k. In the case of any complaints related to AMC-covered equipment such as water purifiers, ACs, etc., Contractor is responsible for lodging the complaint with the AMC vendor.

4.2.2 House Keeping Services: To render top quality housekeeping services including cleaning and maintenance of rooms, dining halls, kitchen, toilets using jet

pressure machines, and common areas, etc., in the VOFs, Trainees Flats, Medical Flats, and THH.

4.2.2.1 List of duties and responsibilities are given below:

- a. All the vacant rooms shall be kept in 'ready to use' (neat and tidy) condition to enable the Bank to allot the rooms at any time. The contractor shall deploy adequate manpower to ensure that the turnaround time in keeping the rooms in readiness shall be limited to one hour.
- b. All occupied rooms/common areas should be sprayed with good quality air freshener and the contractor shall also provide liquid mosquito repellent/sprays in occupied rooms.
- c. The contractor shall make provision for replacement of battery/ cells for Clocks, AC Remote, TV Remote, etc., and machine/ refills for electric Mosquito Repellent in all common areas and in the rooms, wherever required.
- d. The Contractor shall ensure the proper functioning of all systems in the VOFs/THH/Trainee flats/Medical flats of all the premises such as electrical, electronic equipment, sanitary systems and water supply before allotting the room to guest. In case of any major repairs required, authorized personnel of the Bank may be informed immediately.
- e. Clearing and cleaning dustbins including changing of plastic bags is the responsibility of the Contractor. The Contractor has to ensure that dustbins in rooms are cleared daily. The entire responsibility of cleaning and mopping of rooms, dining halls, kitchen, toilets, common areas, etc., will be the sole responsibility of the Contractor. The Contractor shall maintain overall high standards of cleanliness and hygiene. The contractor shall maintain the First Aid Box provided by the Bank in the locations with the prescribed contents. The contractor shall be responsible for communicating immediately to the nodal officer of HRMD for replenishment of medicines, any complaint of sickness, mishap, accident etc.
- f. The Contractor shall be responsible for ensuring the periodicity and standards of cleaning.

4.2.2.2 Housekeeping services to be provided in VOFs, THH, Trainee Flats and Medical Flats:

Sl. No.	Description	Eligibility and Frequency
1	Cleaning of corridors and Rooms.	Daily.
2	Making/ arranging the beds.	Daily, when flat is occupied.

3	Provision of bath towel, door mats and hand towels.	One set per person occupying the flat/ room (maximum of 2 sets). It has to be replaced daily.
4	Cleaning, sweeping & mopping of rooms, bathrooms, toilets, etc.	Daily.
5	Provision for bed sheets, pillow & pillow cover, blanket, duvet cover, towels, napkin etc.	Must be changed on alternate days when occupied or as per requirement or if demanded by the guest. Linen washing/ dry cleaning will be done by the contractor.
6	Washing and scrubbing of floor area with floor cleaners, detergents, dust removing chemicals and polishing of the floor areas, etc. and deep cleaning of the washrooms.	Weekly.
7	Removal of cobwebs, dusts, termites, insects, pests, etc.	Weekly or at the time of check-out.
8	Sponging and cleaning of windows in VOFs.	Weekly or at the time of check-out.
9	Keeping ceiling and table/ pedestal fans, air- conditioning, lighting fixtures, grills dust free.	Weekly or at the time of check-out.
10	Cleaning of dustbins and buckets in flats with detergents.	Weekly or at the time of check-out.
11	Cleaning of sanitary wares and plumbing fittings by using reputed branded products.	Weekly or at the time of check-out.
12	All occupied rooms/ common areas should be sprayed with good quality air freshener	Daily or as and when requested for
13	Liquid mosquito repellent/ sprays in occupied rooms/ common areas.	The Contractor has to ensure that mosquito repellent is replenished frequently.
14	Track of the recharges of Dish TV, internet	The Contractor has to keep track of the same.
15	Cleaning of Ceilings, ceiling fans, windows, glasses, sofa set, and other furniture in flats.	Every fortnight or as when requested for.

16	Cleaning of Curtains	Vacuum Cleaning of curtains/Blinds have to be done on a weekly basis. Steam cleaning for removal of stains is to be done as when required. <u>Curtains has to be sent for dry cleaning/ laundry on Quarterly basis.</u>
17	Replacement of faulty electrical items like tubelight, Bulb, etc,	Contractor has to ensure that all the electrical items supplied in the rooms shall be in working condition before allotting the room. The details regarding Faulty electrical items to be replaced at the premises shall be intimated to the nodal point of contact of the Bank for replacement. (official from Estate office).
<i>All the cleaning materials and equipment will be provided by the Contractor.</i>		

4.2.2.3 Housekeeping services to be provided in Executive Guest Rooms at MOB & Rabindra Nagar, New Delhi:

Sl. No.	Description	Eligibility and Minimum Frequency
1	Cleaning of corridors and Rooms.	daily
2	Making/ arranging the beds.	Daily, when flat is occupied.
3	Provision of bath towel, Floor Mat inside the bathroom and hand towels.	A set per person occupying the flat/ room (maximum of 2 sets). It has to be replaced daily.
4	Cleaning, sweeping & mopping of rooms, bathrooms, toilets, etc.	Daily.
5	Provision for beds sheets, pillow & pillow covers	Has to be changed on alternate days when occupied or as per requirement or if demanded for by the guest. Linen washing/ dry cleaning will be done by the contractor.
6	Mechanical washing and scrubbing of floor area with floor cleaners, detergents, dust removing chemicals	Weekly

	and polishing of the floor areas, etc. Deep cleaning of the washrooms to be done.	
7	Removal of cobwebs, dusts, termites, insects, pests, etc.	Weekly or at the time of check-out.
8	Sponging and cleaning of windows in VOFs.	Weekly or at the time of check-out.
9	Keeping ceiling and table/ pedestal fans, air-conditioning, lighting fixtures, grills dust free.	Weekly or at the time of check-out.
10	Cleaning of dustbins and buckets in flats with detergents.	Weekly or at the time of check-out.
11	Cleaning of sanitary wares and plumbing fittings by using reputed branded products.	Weekly or at the time of check-out.
12	All occupied rooms/ common areas should be sprayed with good quality air fresheners	Daily or as and when requested for
13	Liquid mosquito repellent/ sprays in occupied rooms/ common areas.	The Contractor has to ensure that mosquito repellent is replenished frequently.
14	Cleaning of Ceilings, ceiling fans, windows, glasses, sofa set, and other furniture in flats.	Every fortnight or as when requested for.
15	Cleaning of Curtains	Vacuum Cleaning of curtains have to be done on a weekly basis. Steam cleaning for removal of stains is to be done as when required. <u>Curtains has to be sent for dry cleaning/ laundry on Quarterly basis.</u>
16	Replacement of faulty electrical items like tube light, Bulb etc.	Contractor has to ensure that all the electrical items supplied in the rooms shall be in working condition before allotting the room. The details regarding Faulty electrical items to be replaced at the premises shall be intimated to the nodal

		point of contact of the Bank for replacement. (official from Estate office).
17	Track of the recharges of Dish TV, internet	The Contractor has to keep track of the same.
<i>All the cleaning materials and equipment will be provided by the Contractor.</i>		

4.2.3 Laundry services have to be provided by the contractor as given in this paragraph. The cost for the same shall be borne by the contractor. The following laundry services are the responsibilities of the Contractor.

- a. Washing of bedsheets, towels, pillow covers, quilt covers, duvet covers, linen and bathrobe after every change of occupancy or on every second day of usage. However, frequency in Rabindra Nagar and MOB will be on a daily basis.
- b. As stipulated in paras above, bedsheets should be changed after every two days if the room is occupied for more than two days by the same occupant. Contractor has to ensure the same and send the linen, pillow covers, bedsheets, blanket, etc., for dry cleaning without fail.
- c. Dry cleaning of hand towels, bath towels, floor mats after every change.
- d. Dry cleaning of blanket, quilt covers, duvet covers, cushion covers, sofa covers, once a month.
- e. Dry-cleaning/ of curtains on quarterly basis or as when directed by the Bank.
- f. Safe repellent or deterrent balls should be regularly placed in the wall-almirahs and urinals. Contractor is advised to take care of all these expenses while submitting the financial bid.

4.2.4 Supply of cleaning materials

All the cleaning materials and equipment shall be provided by the contractor. Each room may require a different cleaning procedure and each surface requires different cleaning products. The cleaning material used shall be of high standard quality to avoid damage to tiles, flooring, sanitary wares, plumbing fittings, electrical equipment, etc. The contractor, before using any new cleaning product or method, etc., shall make sure to test it on a small, inconspicuous area first to check that no damage is there. The contractor shall use cleaning materials which are preferably non-toxic & eco-friendly as approved by Bank. The SOP of the contractors cleaning procedure may be provided to the Bank.

- a. All chemical/ detergents/ disinfectants/ deodorants and other such consumables should confirm to highest standards and should be water based and non-inflammable. It should be biodegradable, environment friendly and should be used as per the manufacturer's instructions. The list of approved

materials is given in Appendix III:

4.2.5 Provision of essentials

Essentials such as water bottles , newspapers, Tea/coffee/Green tea/sugar/milk sachets, pack of 2 biscuits, etc. for all VOFs, Trainees flats and THH. Material provided should be as per specifications given in Appendix II.

- a. 2 bottles (1 litre each) of mineral water (Bisleri/ Kinley/ Aquafina or approved equivalent) will be provided to every occupied room daily. Additional bottles may be provided on request by guest on payment basis. The water bottles will be arranged by the contractor himself.
- b.
- c. Two sachets each of sugar, tea, green tea, coffee, milk, pack of two biscuits, etc. should be provided to every occupied room daily. Additional sachets may be provided on requests by guests.
- d.
- e. Daily one English newspaper should be provided in all occupied rooms (37 VOFs, 18 THH & 48 Trainee rooms in Sarojini Nagar) and two newspapers i.e., one English Daily and one Business/Financial daily should be provided in all occupied rooms in Rabindra Nagar.
- f. Keep liquid handwash in all the bathrooms & near washbasins in common area and refill the same immediately as soon as one runs out.
- g. Good quality containers to store raw material like Rice, Pulse, Spices, etc. should be used which will be arranged by the vendor himself. The containers should be replaced by the contractor after it wears out.
- h. Two slipper sets provided by the Bank will be placed in every VOF/THH/ Medical flats and one set in Trainee rooms(total113 rooms) . the contractor should immediately inform to the Bank in case it wears out or is misplaced.
- i. One welcome kit should be provided to each adult occupant in the room upon allotment (at the time of check-in) in VOF/THH and Trainee Flats at Sarojini Nagar and Executive VOF at MOB and Rabindra Nagar, New Delhi and One Snack Basket should be provided in the room in Executive VOF at MOB and Rabindra Nagar and 13 senior officer's rooms in Sarojini Nagar. The items to be kept in the welcome kits and Snack Basket will be finalized by the Bank. The fixed monthly cost (on actual occupancy basis) per welcome kit and snack basket should not be added in the price bid and the same will be reimbursed at MRP to the contractor.

4.2.6 Preparation of food and Management of Dining Area: To prepare and serve high quality fresh food and Beverage services which includes Breakfast, Lunch, snacks and Dinner to the guests, on time, as per the agreement with the Bank, and to provide Room services as and when required and on the instruction of the Bank.

The Contractor shall be responsible for end-to-end operation, hygiene, maintenance and supervision of kitchen and dining area. The detailed scope is as following.

- a. An indicative menu for breakfast, lunch and dinner is given in appendix-I. However, the Bank reserves the right to change the same as per requirement..
- b. Lunch/Dinner/ Breakfast orders shall be taken from guests, and fresh food served to them at appropriate times.
- c. Raw material should be as per specifications in the approved list of materials that has been mentioned in Appendix -III.
- d. Vegetarian and non-vegetarian dishes shall be prepared separately. Non-vegetarian dishes shall be made from fresh and good quality mutton or chicken or fish; and the same shall be purchased from reputed shop. The non-vegetarian items shall be washed and marinated properly before cooking.
- e. The contractor shall be responsible for disposal of leftover foods and other garbage on a daily basis at regular intervals to the satisfaction of the Bank and in line with Government/Municipal body/any other authority instructions in this regard.
- f. 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 wearing clean and proper uniform while in duty. They should use proper hair cap, mask and good quality hand gloves.
- g. Routine cleaning and proper handling of kitchen equipment required for food preparation will be the responsibility of the contractor. Any violation in this part shall be viewed seriously by the Bank and may attract penal action.
- h. Weekly deep cleaning and pest control need to be ensured by the vendor in kitchen and dining areas.. It will be the responsibility of the contractor to spray insecticides in kitchen and dining area to prevent rodents/cockroaches on daily basis before closing the kitchen area.
- i. Drinking water will be provided in jugs from the dispensers placed at various locations viz. Dining area, reception etc. in the Rabindra Nagar & Sarojini Nagar VOF area. The water bottles for the dispenser (20 litre bottle of Bisleri / Kinley / Aquafina or approved equivalent) will be arranged by the contractor himself.
- j. The meals should include the items indicated below:
 - (i) Breakfast
 - (ii) Veg/Non-Veg Lunch/ Dinner
 - (iii) Evening snacks/ High Tea
 - (iv) Beverages like soft drinks, juices, biscuits, chips, etc. (not to be charged above MRP).
 - (v) Fruit bowl shall consist of cut pieces of pineapple, papaya, watermelon, freshly cut apple and one seasonal fruit.
- k. The contractor has to ensure deployment of the prescribed number of contract employee/workers (Highly skilled Managers, Head Butler, Butler, Supervisors, Cooks, Receptionists, Housekeeping, waiters, technical staff and helpers etc.) for seamless service of the guests.

5. Collection of Bills

- a. The charges for all the above items, as per the approved rate, will be collected by the Receptionist from the guests. The rates approved by the Bank should be displayed at reception area. The menu and the corresponding rates may be reviewed periodically at the discretion of the Bank.
- b. Food prepared shall be used for the specific service and the left-over food shall not be served during the next meal service.
- c. The Contractor shall be responsible for procurement of grocery items and ingredients. The contractor has to use branded approved materials only. Food is to be prepared in Sunflower oil/ Rice bran oil/ mustard oil, etc. The contractor shall also ensure that the used edible oil is not re-used for any other cooking purpose. Palmolein oil should not be used for cooking. The RBI officials will carry out the surprise inspection regularly and they should be fully satisfied with the quality of consumable items used.
- d. The Contractor shall be responsible for storing sufficient quantity of high-quality ingredients to ensure preparation of food items in time. The Contractor, at his own risk, shall make the procurement and storage. The Contractor can use the storage space provided by the Bank at the colony without any cost. However, additional storage, if required, shall be arranged by the Contractor at his own place and at his own cost.
- e. The menu may be altered for specific guests/ special occasions/ programmes/ functions as desired by the Bank, within the overall scope of the menu. For any item, not covered in the menu, the Contractor may set a rate after taking approval from the Bank.
- f. Room service shall be provided to guests in case they are not able to go to the Dining Hall.. The Contractor shall provide efficient and prompt service to all members, in any case. In exceptional cases, the vendor may have to prepare food as specified by the guests..

6. Manpower Requirement: The Contractor has to deploy prescribed number of staff for managing housekeeping and catering operations as mentioned in the scope of work. Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations. A certificate in this regard, duly signed by the authorized person, has to be submitted by the Contractor to the Bank on every first working day of the month.

6.1 Minimum manpower requirement for providing end to end services for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats, Transit Holiday Homes, Trainee Flats & Medical Flats at Sarojini Nagar, New Delhi and Executive Suites & Guest rooms at Bank's Main Office Building, Sansad Marg & Rabindra Nagar, New Delhi is given below:

S.no.	Job Description	Category	Manpower Requirement
1	Manager	Highly Skilled	1
2	Head Butler	Highly Skilled	1
3	Butler	Skilled	1
4	Receptionist	Skilled	6
5	Cooks	Skilled	4
6	Wireman*	Skilled	1
7	Plumber*	Skilled	1
8	Carpenter*	Skilled	1
9	Housekeeping supervisor	Semi-skilled	2
10	Housekeepers	Un-skilled	20
11	Waiters	Un-skilled	7
12	Kitchen helpers	Un-skilled	6

*** They will be stationed at Sarojini Nagar. However, as per requirement they will attend complaints of Rabindra Nagar/Main Office Building.**

6.2 The Bank reserves the right to assess the manpower requirements every quarter and seek additional manpower or reduce the workforce as and when found necessary. However, due notice shall be given, and bill adjustments shall be made accordingly. The Bank reserves the right to include or exclude any properties/rooms in existing properties from the scope of work depending on requirement of the Bank. The contractor has to deploy manpower accordingly. Payment under the revised scope of work within the contract period shall be made only for the manpower deployed by them as per Bank's requirement. For any deletion of Properties, no manpower shall be accommodated under any circumstances during the period of contract.

6.3 The Contractor shall ensure that prescribed staffing is maintained at all times without compromising on the service delivery standard as mentioned in the scope of work of the tender. The bank has the right to do surprise checks, periodically, to ensure the proper maintenance of the records. The Contractor is required to provide his own biometric attendance system for monitoring attendance (in/ outs) of their staff. Monthly reports generated by the biometric system shall be submitted along with monthly bill. The contractor shall also maintain a record of payment to the workers, which shall be submitted along with the bill. All the payment to the workers shall be made only through their bank accounts.

6.4 The qualifications, skills, experience and responsibilities of the human resource deployed by the Contractor should be as follows:

(i) Manager

- a. Degree or Diploma in hospitality management with at least five years of relevant experience in hospitality field and should be fluent in English and Hindi.
- b. Will be the overall in charge of the Guest Houses/ VOFs at Sarojini Nagar and MOB & Rabindra Nagar, New Delhi.
- c. Should be courteous and of polite demeanor.
- d. Should be skilled to check and respond to e-mails, and proficient in using computer for preparation of bills, etc.
- e. 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.
- f. Shall be responsible for cleanliness of rooms, ethical treatment of guests and workers, etc.
- g. Shall be capable of ensuring that the visiting guests are treated with dignity.
- h. Shall be responsible for attending all emergency situations including medical emergency, if any, even during the odd hours.
- i. Shall be responsible for maintaining all the equipment and inventory (crockery, furniture etc.) provided by the Bank.
- j. Shall be capable of being the Contractor's first point of contact with the Bank.

(ii) Head butler:

- a. Minimum 15 years of experience in providing service to top dignitaries.
- b. Should be polite, courteous and have pleasing personality.
- c. Should be soft spoken and possess good communication skills.

(iii) Butler:

- a. Minimum 05 years of experience in providing service to top dignitaries.
- b. Should be polite, courteous and have pleasing personality.
- c. Should be soft spoken and possess good communication skills.

(iv) Receptionist:

- a. Degree or Diploma in any field/ stream with at least one-year relevant experience in hospitality field and should be proficient in English and Hindi.
- b. Should interact with Bank's Allotment/Booking Section and maintain list of room bookings.
- c. Should assist in check-in / check-out,, hand-over/ take-over the keys of the rooms.
- d. Should respond to all housekeeping calls made by guests in rooms and assign housekeepers.
- e. Should be skilled to check and respond to e-mails, and proficient in using computer.
- f. Should be capable of interacting with guest to solve any problem.

- g. Should be able to collect the charges from guests and do the proper billing.
- h. Maintain the Complaint/ Feedback Register (standard Format) which should be available on demand.

(v) Cook

- a. Should have minimum 5-years' experience in handling large kitchens.
- b. Should be well versed in cooking north and south Indian dinners/lunch/breakfast items.
- c. Should maintain hygiene in the kitchen.
- d. Should assign works to utility helpers and waiters in kitchen.
- e. Should ensure that timely good quality food is served to guest either in rooms or in the dining hall.
- f. Should ensure that all the utensils crockery kitchen equipment are cleaned and in working order
- g. Should ensure that the kitchen and dining halls are kept clean and in hygienic condition.

(vi) Wireman

- a. Should have valid wireman license preferably having ITI qualification and have minimum 5-year experience in the field.
- b. Should attend to all electrical complaints in rooms and kitchen, reception area including replacement of bulbs/tube lights, etc.
- c. Should ensure that all electrical gadgets like TVs, fridge, AC units, etc. are in working condition.
- d. Should attend to any calls from guests regarding electrical complaints .
- e. Should Report to Manager in case of major repairs to TVs, AC units, etc. and failure of cable TV.
- f. Should carry out pumping operation.

(vii) Plumbers

- a. Should have minimum 5-year experience in the field and preferably have ITI or any other qualification.
- b. Should ensure that water is available in rooms and carry out pumping operation, if required
- c. Should ensure that all plumbing fittings toilets, cisterns are functioning satisfactorily.
- d. Should ensure that water levels in overhead tank is adequate and full.
- e. Should assist in overhead tank cleaning work.

(viii) Carpenter

- a. Should have minimum 5-year experience in the field and preferably have ITI or

any other qualification.

- b. Should ensure that all carpentry and fixture fittings are functioning satisfactorily.
- c. Should attend to any calls from guests regarding carpentry complaints.

(ix) Housekeeping Supervisor

- a. Minimum 12th standard with three years experience in hospitality industry.
- b. Should ensure that all the rooms are cleaned before and after allotment.
- c. Should ensure that all fittings in room are in working condition.
- d. Should control all the housekeepers under his charge and allocate duties to them.
- e. Should respond to all housekeeping calls made by guests in rooms and assign house keepers.

(x) Housekeepers

- a. Should be able to sweep, swab and dust the rooms/furniture.
- b. Should be able to thoroughly clean the toilets.
- c. Should be able to ensure that all lights, plumbing fittings, TVs, etc. are in working condition.
- d. Should be able to convey to plumbers/wiremen for shortfalls in electric supply/ water before allotment of rooms.
- e. Change of linen/ curtains as required.

(xi) Waiters

- a. Should be able to understand Hindi and English.
- b. Should be courteous, polite, neat, and clean.
- c. Should serve the meals to guests in a clean and hygienic manner.
- d. Should enquire with guests and provide additional food items on request.
- e. Should not keep guests waiting to be served and unattended.
- f. Should clear the tables and clean them promptly.
- g. Should provide clean/ filtered (RO/ Aqua Guard) water in clean glass jugs to every guest on a daily basis and replenish the jugs as and when requested.

(xii) Kitchen Helpers

- a. Should assist cooks in cutting/storing of vegetables, etc.
- b. Should assist the cooks in their activities in the kitchen and work as per their direction.

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

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section IV (b) Terms and Conditions of the Contract

Sl. No.	Clauses
1.	<p>Definitions</p> <p>(a) The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the Bank and the Contractor, together with the documents referred to therein including the General and Specific Conditions of the Contract, General Rules and Instructions to Bidders, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.</p> <p>(b) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ul style="list-style-type: none">i. "Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work.ii. "Site" means Bank's Visiting Officers' Flats, Transit Holiday Homes, Trainee Flats & Medical Flats at Sarojini Nagar, New Delhi and Executive Suites & Guest rooms at Bank's Main Office Building & Rabindra Nagar, New Delhi.iii. "Work" shall mean the totality of the work/services and supplies of food and other materials by expression or implication envisaged in the contract and shall include all materials, equipment, and labour required for commencement, performance, provision or completion thereof and any other work may be added from time to time.iv. "The Bank" means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001.v. "Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.vi. "Day" shall mean Calendar Dayvii. "Working Day" shall mean days when the Bank's office is working <i>i.e.</i>, Days excluding public holidays, Saturdays, and Sundays.viii. "Month" shall mean the calendar month.ix. "Year" shall mean Financial Yearx. "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.xi. "The Contractor" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.xii. "The Authorized representatives of the Bank" means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.

	<p>xiii. “Contract Amount” shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.</p> <p>xiv. “Notice in writing or written notice” shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.</p> <p>xv. “Writing” includes any written paper document, e-mail correspondence and any electronic message.</p> <p>xvi. “Commencement of work” shall mean the date specified as ‘commencement date’ in the work order.</p>
2.	<p>Sufficiency of Tender</p> <p>The Contractor shall be deemed to have satisfied himself/herself before bidding as to the correctness and sufficiency of his/her tender for the works and of the rates and prices quoted in the Price Bid, which rates and prices shall, except as otherwise provided, cover all his/her obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>
3.	<p>Contract Period</p> <p>(a) The Contract would initially be valid for one year from the date specified in the Work Order, unless earlier terminated in accordance with the termination clause.</p> <p>(b) This Contract may be considered for further renewal for maximum two years (for one year or shorter period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank.</p> <p>(c) The Contractor must submit a fresh Agreement, Performance Bank Guarantee, and Insurance policies for the renewed Contract amount, valid for the duration of the renewed Contract period, in case the Contract is renewed or extended.</p>
4.	<p>Performance Bank Guarantee</p> <p>(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank in prescribed format (Annexure-VIII) for successful execution of the Contract (having a validity period of further 60 days from the expiry of the Contract) within 14 days of receipt of ‘Letter of Award’ for an amount equal to five per cent of the Contract Amount (inclusive of GST) as Bank Guarantee in favor of Reserve Bank of India, New Delhi.</p> <p>i. Time allowed for submission of PBG from the date of award of work – 14 days.</p> <p>ii. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days.</p>

	<p>iii. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1per cent of the amount of Performance Guarantee per day – 7 days.</p> <p>(b) Release of PBG: The PBG shall be released without interest after six months of completion of the Contract Period only after being satisfied of the successful completion of the Contract and no liabilities from the Contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.</p> <p>(c) Forfeiture of PBG: PBG shall be forfeited in case of:</p> <ul style="list-style-type: none"> (i) Non-commencement of work, (ii) non- performance of Contract obligations or failure to comply with any of the conditions of the Contract. (iii) Violation of Integrity Pact under the provisions of the Contract. (iv) as per <i>Clause 29 of Section IV (b)</i>. 				
5.	<p>Deployment, Work Assignment and Coordination</p> <p>(a) On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism and duly assign work to its staff in consultation with HRMD or Authorised Representative of the Bank.</p> <p>(b) The list of staff going to be deployed shall be made available to the Bank and any change to it shall be done in consultation with HRMD. A revised list of staff shall be made available by the Contractor after each and every change.</p> <p>(c) In case of any staff being on leave/absent, the Contractor shall ensure that a <u>substitute is provided well in time</u>. The Contractor shall ensure that staff should not be changed on an ad-hoc basis.</p> <p>(d) The Contractor will maintain suitable registers at each location in which day-to-day deployment of staff will be entered. This will be submitted to the nodal officer in HRMD through the caretakers in the colony for verification. While raising the bill, the deployment particulars of the staff engaged during each month, shift wise, should be shown. The Contractor has to submit proof regarding payment of wages in the individual bank accounts of the staff as per applicable rules and laws in force, for the month for which the bill is being raised.</p> <p>(e) No accommodation facility or medical facility to the staff employed by the Contractor, will be provided the Bank.</p> <p>(f) Reliever - The bidder shall take into consideration the requirement of posting of reliever and payment thereof while quoting the rates. No extra amount will be paid for posting of reliever i.e., the amount quoted shall be inclusive of reliever charges, besides the rate for deployment of regular staff.</p>				
5.	<p>Shifts of staff</p> <p>Timing of the various workers are as under:</p> <table border="1" data-bbox="357 2055 1357 2144"> <tr> <td style="text-align: center;">Work Description</td><td style="text-align: center;">Work Timing</td></tr> <tr> <td style="text-align: center;">Manager</td><td style="text-align: center;">Work Hours – 09:00 AM to 05:00PM</td></tr> </table>	Work Description	Work Timing	Manager	Work Hours – 09:00 AM to 05:00PM
Work Description	Work Timing				
Manager	Work Hours – 09:00 AM to 05:00PM				

	<table border="1"> <tr> <td>Head Butler</td><td>Work Hours – 09:00 AM to 05:00PM</td></tr> <tr> <td>Butler</td><td>Work Hours – 09:00 AM to 05:00PM</td></tr> <tr> <td>Housekeeping Supervisor</td><td>Work Hours – 08:00 AM to 04:00PM</td></tr> <tr> <td>Receptionist</td><td>One person each in three shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM, 10:00 PM – 06:00 AM).</td></tr> <tr> <td>Plumber</td><td>Work Hours – 09:00 AM to 05:00PM</td></tr> <tr> <td>Carpenter</td><td>Work Hours – 09:00 AM to 05:00PM</td></tr> <tr> <td>Wireman</td><td>Work Hours – 09:00 AM to 05:00PM</td></tr> <tr> <td>Cook</td><td>One person each in two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).</td></tr> <tr> <td>Housekeepers</td><td>Work Hours – 08:00 AM to 04:00PM</td></tr> <tr> <td>Waiters</td><td>Two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).</td></tr> <tr> <td>Kitchen Helpers</td><td>Two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).</td></tr> </table>	Head Butler	Work Hours – 09:00 AM to 05:00PM	Butler	Work Hours – 09:00 AM to 05:00PM	Housekeeping Supervisor	Work Hours – 08:00 AM to 04:00PM	Receptionist	One person each in three shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM, 10:00 PM – 06:00 AM).	Plumber	Work Hours – 09:00 AM to 05:00PM	Carpenter	Work Hours – 09:00 AM to 05:00PM	Wireman	Work Hours – 09:00 AM to 05:00PM	Cook	One person each in two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).	Housekeepers	Work Hours – 08:00 AM to 04:00PM	Waiters	Two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).	Kitchen Helpers	Two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).	
Head Butler	Work Hours – 09:00 AM to 05:00PM																							
Butler	Work Hours – 09:00 AM to 05:00PM																							
Housekeeping Supervisor	Work Hours – 08:00 AM to 04:00PM																							
Receptionist	One person each in three shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM, 10:00 PM – 06:00 AM).																							
Plumber	Work Hours – 09:00 AM to 05:00PM																							
Carpenter	Work Hours – 09:00 AM to 05:00PM																							
Wireman	Work Hours – 09:00 AM to 05:00PM																							
Cook	One person each in two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).																							
Housekeepers	Work Hours – 08:00 AM to 04:00PM																							
Waiters	Two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).																							
Kitchen Helpers	Two shifts of Eight (8) hours (6:00 AM-2:00 PM, 2:00 PM-10:00 PM).																							
	<p>The timings of the shift are changeable and shall be fixed by the Bank from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Bank for double duty, if any.</p>																							
6.	<p>Replacement /Removal of staff</p> <p>(a) The Contractor shall take appropriate corrective action against its staff against whom the Bank notifies. Provided that if any of the staff so deployed by the Contractor does not perform his/her duties properly or commits misconduct or indulges in unwarranted or criminal activities, the Contractor shall immediately withdraw and provide substitute and also take suitable action against such persons on the report of the Bank in this respect.</p> <p>(b) In case any complaint is received attributable to misconduct/misbehavior of the Contractor's staff, a penalty as given in Section IV(c) shall be levied and the same shall be deducted from the Contractor's bill. Further the personnel concerned shall be removed from the deployment immediately.</p> <p>(c) The Contractor shall remove all staff deployed by him/her on termination of the Contract or on expiry of the Contract from the premises of the Bank and ensure that no such persons shall create any disruption/hindrance/problem of any nature in the Bank either explicitly or implicitly.</p>																							
7.	<p>Emergency Provisions</p> <p>Under extremely exceptional circumstances the Bank may advise the Contractor to ask the staff to stay inside the Bank premises, during which period, the accommodation and meals will be provided to them by the Bank.</p>																							

8.	Identification of Deployed Staff The Contractor shall submit details such as names, parentage, residential address, age etc. along with recent photograph and an Officially Valid Document (OVD) like PAN, Aadhar Card, Driving License etc. of the persons deployed by him/her. For the purpose of proper identification of the staff of the Contractor deployed for the work, they shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.
9.	Police Verification No staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.
10.	Surprise Checks The Bank shall be at liberty to carry out surprise check on the persons as deployed by the Contractor to ensure that the staff deployed by him/her are doing their duties effectively.
11.	Kitting up/ Uniform All the persons deployed for the purpose of this agreement by the Contractor shall be provided uniform and identity cards.
12.	Obligations of the Contractor <ul style="list-style-type: none"> (a) All necessary reports mentioned elsewhere in the Contract and other information will be supplied immediately to the Bank as required and regular meetings will be held with the Bank. (b) The Contractor and its staff shall take proper and reasonable precautions to preserve the Bank's properties from loss, destruction and waste. (c) The Contractor shall not misuse the areas of responsibility given to them by the Bank and shall not knowingly lend/give to any person any of the effects of the properties being managed. (d) Any liability arising out of any litigation (including those in consumer commissions) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines.
13.	Contractor's Responsibility towards Deployed Personnel <ul style="list-style-type: none"> (a) The staff deployed by the Contractor for the works/ services mentioned in "Scope of Work" (Section IV (a)) shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her. (b) The Contractor shall be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Bank informed of all development in this regard. (c) The Contractor shall pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect.

	<p>(d) The Contractor shall not permit or carry on any unlawful activity or create indiscipline in the Bank's premises.</p> <p>(e) The Contractor shall be responsible for behavior of its staff, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of the Bank.</p> <p>(f) On expiry of the agreement, the Contractor shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank, so that no liability or obligation devolve on the Bank.</p> <p>(g) The Contractor shall be required to work as per the terms of this Contract, scope of work given in Section IV (a) and follow all reasonable instructions given by the Bank's Authorized Representatives.</p>
14.	<p>All relevant Statutory Laws to be complied by the Contractor</p> <p>(a) The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz.</p> <ul style="list-style-type: none"> i. Code on Wages, 2019 ii. Industrial Relations Code, 2020 iii. Code on Social Security, 2020 iv. Occupational Safety, Health and Working Conditions Code, 2020 (OSHWC Code, 2020) v. Employer's Liability Act, 1938. vi. Child Labour (Prohibition and Regulation) Act, 1986. vii. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 vii. and/or any other act / law as applicable <p>(b) The deployed staff/workers shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid Labour codes, statutes or any other applicable law in force during the currency of the Contract.</p> <p>(c) The Contractor should be registered with the concerned authorities of Labour Department under the OSHWC Code, 2020 and Delhi Works Contract Act (wherever applicable).</p> <p>(d) The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under OSHWC Code, 2020 etc. at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose.</p> <p>(e) The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.</p> <p>(f) In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended,</p>

	modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
15.	<p>Compliance with Code on Social Security, 2020</p> <p>The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the Code on Social Security, 2020. The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer's contribution towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same to concerned authorities duly furnishing particulars of personnel deployed in the Bank.</p> <p>In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.</p>
16.	<p>Compliance with Laws/ Code on Wages</p> <p>(a) Minimum wages as prescribed by Central Government in the Code on Wages, 2019 will be applicable. The Contractor shall ensure payment of minimum wages to the employees employed by them through NEFT or any other electronic mode to their bank accounts. Under no circumstances wages shall be paid in cash. The Contractor shall maintain a register of wages and shall issue a wage slip to every employee employed by them. Wages to the employees shall be disbursed only through electronic mode to their bank account and the documentary evidence of payment such as a copy of the transaction record/ bank statement of the Contractor shall be produced with the bill to be submitted to the Bank for payment to the Contractor. In addition, they have to provide basic amenities like drinking water, first aid facility, etc. to their employees as per OSHWC Code, 2020. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.</p> <p>(b) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.</p>

	<p>(c) 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 Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee.</p> <p>(d) In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.</p>
17.	<p>Levy/Taxes payable by Contractor</p> <p>(a) Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this Contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in respect of the same.</p> <p>(b) The Bank is not responsible for payment of GST for the service rendered by the Contractor. It is the responsibility of the Contractor to pay the GST to the tax authority. The Contractor shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions</p> <p>(c) Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted from the monthly bills payable to the Contractor as applicable and the Bank will not entertain any claim whatsoever in respect of the same.</p>
18.	<p>Payment Terms</p> <p>a) The Contractor shall raise the bill on a monthly basis (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents as follows:</p> <ol style="list-style-type: none"> Documentary proof of attendance NEFT statement as evidence for remittance of wages to the deployed employees. Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favour of the employee deployed at the site. Bank Statement / ECS mandates. Statement evidencing the deposits of GST <p>b) A declaration stating that compliance to all Statutory Acts have been made. The declaration shall be on the contractor's letter head duly signed by the authorized signatory along with the bill stating that "All statutory payments have been made to the Govt. pertaining to the ongoing contract with the Bank and complete salary payment has been made in full to all the staff deployed at RBI locations as per the Code on</p>

	<p>Wages 2019 and as per the contract. All Govt. rules and guidelines issued from time to time pertaining to employment of labours are being adhered to." Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the documents as above are not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of wages to people deployed by the Contractor has been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes <i>i.e.</i>, Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.</p> <p>c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.</p> <p>d) The Bank will pay the agreed amount on performance basis, inclusive of all taxes based on monthly bills submitted by the Contractor. No other charges of any kind shall be payable. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi. The TDS, if applicable, will be deducted by the Bank.</p> <p>e) In case of any complaint regarding noncompliance of any statutory payments, the same shall be withheld from the bill without prejudice to the Bank's right to terminate the Contract.</p>
19.	<p>Escalation Clause (Revision of Rates)</p> <p>(i) Wage escalation- The Contractor shall pay the revised wages as soon as the wages are notified by the Central Government. Upon receiving request from the Contractor, the rates (as stated at S. No. 'A' to 'L' of 'Price Bid' given in Part II of the tender) would be revised based only on the revision of Minimum Wages as prescribed by Central Government If the wages already being paid is</p>

	<p>sufficient to meet the revised minimum wages requirement, no further increase will be affected in respect of payments to deployed staff.</p> <p>(ii Contractor's Profit/ Service Charges and Uniform Charges escalation</p> <p>The Contractor's Profit/ Service Charges and <u>any other component (as stated at S. No. M to T of 'Price Bid' given in Part II of the tender)</u> will be revised annually based on Consumer Price Index and Wholesale Price Index declared on Bank's website at the time of renewal of the Contract. The percentage increase in cost may be calculated by using the below formula –</p> $Vco = V \times \{0.70 \times (WI - WIO)/WIO\} + 0.30 \times \{(CI - CIO)/CIO\}$ <p>Vco = Variation in total amount component for the current year (Item nos. 'M' to 'T')</p> <p>V = Total amount component for the previous year (Item nos. 'M' to 'T')</p> <p>WI = Average of Wholesale Price Index for all commodities 6 months prior to the commencement date of contract for the current year</p> <p>WIo = Average of Wholesale Price Index for all commodities 6 months prior to the commencement date of contract for the previous year</p> <p>CI = Consumer Price Index for industrial workers 6 months prior to the commencement date of contract for the current year</p> <p>Clo = Consumer Price Index for industrial workers 6 months prior to the commencement date of contract for the current year</p>
20.	<p>Subletting of Work</p> <p>The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.</p>
21.	<p>Penalty Clauses</p> <p>The penalty clauses have been detailed in Section IV (c).</p>
22.	<p>Insurance in respect of damages to Persons and Property</p> <p>(a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.</p> <ol style="list-style-type: none"> Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk. Employees' Compensation Policy for all employees deployed at site. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details: <ul style="list-style-type: none"> For injury to persons – Rs 5 Lakh per person per accident For damage to property – Rs 2 Lakh per accident for a ceiling of <u>Rs 25 Lakh</u>.

	<p>(b) <u>All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work).</u> For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.</p> <p>(c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.</p> <p>(d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.</p> <p>(e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.</p> <p>(f) Copy of the insurance policy is to be submitted to the <u>before commencement of work (within 14 days of award of work)</u></p> <p>(g) , failing which the Bank reserves the right to terminate the Contract.</p> <p>(h) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.</p> <p>(i) The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.</p>
23.	<p>Loss to Property of the Bank</p> <p>That any loss caused to any property of the Bank due to negligence of personnel so deployed shall be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority <u>(CA) who shall be General Manager (Human Resource Management Dept.) Reserve Bank of India New Delhi.</u> However, the Contractor will have the right to appeal to the Regional Director whose decision shall be final in the matter.</p>
24.	<p>Indemnity Clause</p> <p>(a) The Contractor shall keep the Bank, and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:</p> <ol style="list-style-type: none"> Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or Non-performance of the terms and conditions of the Contract; or Breach of the representations and warranties made by the Contractor; or

	<p>iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.</p> <p>v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her 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.</p> <p>vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Code of Social Security, 2020 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.</p> <p>(b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.</p>
25.	<p>Non-Disclosure Clause</p> <p>(a) The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, 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 Contractor during the course of discharging its contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.</p> <p>(b) The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p> <p>(c) The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>

26.	Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 <ul style="list-style-type: none"> (a) The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint. (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. (c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved. (d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
27.	Termination of Contract <ul style="list-style-type: none"> (a) Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank's discretion. (b) Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by <u>giving</u> notice in writing shall determine the Contract in any of the following cases: <ul style="list-style-type: none"> i. If the Contractor has abandoned the Contract. ii. If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon. iii. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same. iv. If the Contractor had secured the Contract with the Bank as a result of malafide or non-bona-fide practices such as cartelization etc. or commits breach of the Agreement. v. If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016)

	<p>or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.</p> <p>vi. If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.</p> <p>vii. If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.</p> <p>viii. If the Contractor assigns or sublets this Contract.</p> <p>(c) Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works/services to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.</p>
28.	<p>Termination of Contract by Contractor</p> <p>If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing, requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.</p>
29.	<p>Termination of Contract in case of death of Contractor</p> <p>Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the</p>

	option of terminating the Contract without any liability for such termination and compensation to the Contractor.
30.	<p>Force Majeure conditions</p> <p>(a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.</p> <p>(b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.</p> <p>(c) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.</p>
31.	<p>Settlement of Disputes and Arbitration</p> <p>(i) If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank has constituted an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute.</p> <p>If an amicable settlement is not forthcoming within the aforesaid period, the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.</p>
32.	<p>Jurisdiction of Court</p> <p>All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only the courts in New Delhi shall have jurisdiction to determine the same.</p>

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

Date:

Authorized Signatory (With Name/Designation and Seal)

Section IV (c)- Penalty Clause

1. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor 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.

2. Deductions from Payment: The Bank may deduct from the Contractor's Bill, amounts on account of claims of penalty as per the mentioned Service Level Agreement (SLA), costs or claims, losses, damages, defective services carried out by the Contractor etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Contractor. In case the Contractor fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Contractor's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

3. Penalty for Operational Lapses: Illustrated list for operational lapses are as follows

Sl. No.	Service Level Agreement (SLA)	Risk
	General	
1	Cleaning of rooms & toilets if not done, per instance	High
2	Change of Linen as per schedule if not done, per instance	High
3	Cleaning and scrubbing of Kitchen and dining space and kept free from flies, cockroaches, insects, rats, mice and rodents as per schedule if not done, per instance	High
4	If required staff not provided immediately on account of leave / absent if any (as per the requirement mentioned in the Tender document), Penalty per staff per day	High
5	Non-adherence to pre- decided menu without prior approval of the Bank per instance	High
6	Serving Stale food/Using rotten vegetables / fruits / milk / other food items, per instance (found during regular inspection)	High
7	Not using AGMARK/ISI/BIS certified/branded and specified ingredients for cooking, per instance	High
8	Non maintenance of cleanliness in Kitchen/Dining hall/Wash area, per instance	High

9	Providing items already crossed expiry date – (e.g. Tea sachets, welcome kit items etc.)	High
10	Non-maintenance of biometric attendance and attendance register to enable daily tracking of staff deployed	High
11	Non-maintenance of register each for Wage/Leave/Weekly Off/Attendance	High
12	Failure to produce the bank account statement of staff deployed by the bidder along with the monthly bills	High
13	Failure to provide All risk (including third party liability coverage) /workmen compensation policy	High
14	Failure to get the Police verification and annual Health check-up of staff done as required	High
15	Cleaning of fans, electrical fixtures	Medium
16	Non-Spreading of safe repellants/deterrents balls in all the Washrooms	Medium
17	Not providing of Newspapers as per schedule per instance	Medium
18	Maintenance of Washing Machine, Air Conditioner in working condition penalty per instance (if not informed the AMC vendor, Estate Department and HRMD on time)	Medium
19	Cleaning of roof of cobwebs, over Chajjas (sunshade) and over windows if not done, per instance.	Low
20	Not displaying menu in dining hall board, per instance	Low
21	Cleaning of corridor's outdoor walls / verandah if not done, per instance	Low

Tolerance Level for the above-mentioned Operational lapses is Zero.

The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the operational lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value submitted by the Contractor in a particular month.

Implementation: The above-mentioned SLA are to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and process the penalties if any.

4. Penalty for Statutory Compliance Lapses: Illustrated list for Statutory Compliance lapses are as follows:

Sl. No	Statutory requirements	Risk
1.	Deploying the Staff/ employees without giving weekly-off.	High
2.	Failure to comply with the Applicable Contract/ Labour laws and other laws.	High
3.	Failure to provide documents on time for PF/ESI along with the bill	High
4.	Failure to pay the salary to deployed staff by 10 th of each month	High
5.	Non-compliance with the statutory requirement regarding payment of minimum wages	High
6.	Violating of any terms and conditions/ specifications/ stipulations made in the Agreement	High

Tolerance Level for the above-mentioned statutory compliance lapses is Zero.

The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the statutory compliance lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value.

Implementation: The above-mentioned statutory requirements is to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and to process the penalties if any.

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

Date: _____ Authorized Signatory (With Name/Designation and seal)

Appendix I – Indicative Menu – For Sarojini Nagar

The indicative list of items to be used (if any) during service period or works need to be mentioned in detail here.

Indicative menu for breakfast, lunch, and dinner & Snacks is as follows.

Sl. No.	Particulars	Items
1.	Breakfast	Bread / toast with jam and butter. Milk and cornflakes/Muesli Boiled egg/ Omelette with sauce & bread South Indian Preparations like idli, upma, masala dosa, meduvada, uttpam, , Rava Kesari etc. North Indian Preparations like poori- bhaji, poha, stuffed paratha, sooji halwa etc. Seasonal fruits/sprouts Tea/ Coffee
2.	Lunch/ Dinner (Veg)	Meal's thali which should include: <ul style="list-style-type: none"> • Soup • Chapati / paratha / puri (unlimited) • 2 vegetable dishes (one dry and one gravy type) or 1 vegetable and 1 paneer preparation • 1 dal preparation/rasam or sambhar, • Unlimited rice/pulao • curd/ raita • salad, papad, pickles • Dessert (Sweet / Custard / Ice cream / kulf) - single serving • Saunf, misri, ajwain, mouth fresheners Veg Biriyani
3.	Lunch/ Dinner (Non -Veg)	Lunch/Dinner and one Non-veg dish (non-veg portion at least 150 grams) Chicken Biriyani / fish (200-250 gms)
		Egg preparation (Curry, Omelette, Boiled etc.)

4	Snacks	Samosa, Bread Pakora, Paneer Pakora, Veg sandwich, French fries, etc. and one south Indian snack.
5.	Beverages and Chips	Zero Sugar Soft drinks, canned juices, biscuits, chips, etc.

- The Bank will fix the indicative menu for breakfast, lunch and dinner in consultation with the overall In-Charge/Manager and cooks.
- Lunch /dinner/breakfast orders will be taken from guests and food served to them at appropriate times.
- Raw material should be as per specifications in approved list of materials.
- The charges for all the above will be collected by the Receptionist from the guests except in case of the Bank's guest, the bills for whom would be paid by the Bank (as informed by the Bank) on submission of bills duly authenticated by the guests. Menu card including above items should be placed on each table in the dining area in Sarojini Nagar only.
- This is the indicative menu for Sarojini Nagar only. Food preparation for guests staying at Executive VOFs situated at MOB and Rabindra Nagar shall be as per the guest's preference.
- The price for breakfast (as per the indicative menu) shall be within the range of ₹60–₹80, and the price for vegetarian lunch/dinner (as per the indicative menu) shall be within the range of ₹130–₹150 only. The rates for non-vegetarian food shall be mutually decided between the Bank and the L1 bidder.

NOTE: NO ALCOHOLIC DRINKS ARE PERMITTED TO BE MADE AVAILABLE TO THE GUESTS BY THE VENDOR !!!

Appendix II – TEA KIT

A. TEA/COFFEE KIT (Two Sachets/Pack of every item to be placed in rooms)	
Items	Brand
Sugar sachets (5 gm.)	Dhampure/Divine/Demerara or approved equivalent
Tea, Coffee, Green tea	Twining's, Typhoo, Nescafe, Bru, Tetley, Organic India or approved equivalent
Milk Powder Sachets (5gm.)	Everyday, Amul, Mother Diary or approved equivalent
Pack of 2 biscuits	Britannia/ Parle/ Sunfeast or approved equivalent

Appendix III – APPROVED LIST OF MATERIALS

B. TEA/COFFEE KIT (Two Sachets/Pack of every item to be placed in rooms)	
Items	Brand
Sugar sachets (5 gm.)	Dhampure/Divine/Demerara or approved equivalent
Tea, Coffee, Green tea	Twining's, Typhoo, Nescafe, Bru, Tetley, Organic India or approved equivalent
Milk Powder Sachets (5gm.)	Everyday, Amul, Mother Diary or approved equivalent
Pack of 2 biscuits	Britannia/ Parle/ Sunfeast or approved equivalent

C. CONSUMABLES	
Items	Brand
Butter	Mother Dairy, Amul, Gowardhan, Britannia or approved equivalent
Milk for tea/ coffee/ curd	Amul, Gokul, Mother Dairy, Warana or approved equivalent
Butter	Mother Dairy, Amul, Britannia or approved equivalent
Ice Cream	Mother dairy, Amul, Kwality, Naturals, Inshaw's, Baskin Robbins or approved equivalent
Jam	Kisan/ Natureland Organics / Delmonte or approved equivalent
Curd	Amul/Mother Dairy/ Nestle or approved
Water Bottle (20 ltr.)	Bisleri/ Kinley/ Aquafina or approved equivalent
Water Bottle (1 ltr.)	Bisleri/ Kinley/ Aquafina or approved equivalent
Bread	Britannia/ Harvest Gold/ Bonn or approved equivalent
Cornflakes	Kellogs/ Bagarry's/ Nestle or approved
Edible Refined oil	Saffola / Sundrop / Fortune/ Sweekar (or approved equivalent)
Edible Mustard oil	Fortune/ Saffola/ Dhara or approved
Wheat Flour	Ashirwad / Annapurna/ Nature Fresh/ Pillsbury / Shakti Bhog or approved
Rice (Basmati)	Kohinoor/ India Gate/ Lal Quila / Dawat (or any rice of premium quality as approved by RBI) or approved equivalent
Spices	Catch/ MDH/ Everest or approved equivalent

Cereals/ Dal/ Poha	Tata Sampann/ Rajdhani/ Vedaka or approved equivalent
Table Salt/Black Pepper (Powder) and Chat Masala on dining tables	Catch/ MDH/ Everest or approved equivalent
Atta	Ashirwad, Annapurna, Nature, Fresh, Pillsbury or approved equivalent
Sugar Cube	Daurala/ Trust/ Dhampur or approved equivalent
All consumables other than mentioned above	Premium Quality

D. NEWSPAPERS - The Times of India/ Hindustan Times/Indian Express, Economic Times/Business Standard/Financial Express. Standard Hindy Daily like Dainik Jagran/Dainik Bhaskar/Hindustan/Navbharat Times or approved equivalent for receptions.

Frozen vegetables	Safal
Fresh Fruits & Vegetables	Fresh acceptable approved quality from local market
Chicken	Broiler-weight per chicken 600-700 grams clean without head/knuckle, liver, gizzards & skin
Meat	Fresh slaughtered Goat, carcass weighing less than 7-8 kgs. per animal
Fish	Fresh fish – Surmai / Red snapper /Pomfret /Rohu/ Halwa/Tiger Prawns
Eggs	Fresh premium quality from Local market

Any alternative Brand/Quality in substitution has to be pre-approved by the Bank in writing.

Cleaning Materials

Sl. No.	Item	Brand
---------	------	-------

1	Safe repellents or deterrents	Gainda/ Presto/ Petals or approved equivalent
2	Hand Liquid soap	Dettol/ Savlon /Himalaya or approved equivalent
3	Urinal Screen	Taski Ltd/Orchids Round/Eco 365 or approved equivalent
4	Sanitary Cubes	Odonil/ Sanifresh/ DroliaFresh or approved equivalent
5	R3 Glass Cleaner- 5 Litre	Taski Ltd or approved equivalent
6	R1 Toilet Cleaner 5 litre	Taski Ltd or approved equivalent
7	R2 Floor cleaner Disinfectant 5 liter	Taski Ltd or approved equivalent
8	Floor Cleaner	Taski Ltd or approved equivalent
9	Room freshener	Godrej Aer/ Ambi pur/ Odonil or approved equivalent
10	Plastic / Steel Juna	Scotch Brite/ Exo / Vim or approved equivalent
11	Scrubbing pad / Sponge	Scotch Brite/ Exo / Vim or approved equivalent
12	Wiper big	Supreme/ Gala/ Milton or approved equivalent
13	Phenyl 5 Liter	Taski Ltd/ Gainda/ Presto or approved equivalent
14	Toilet Cleaner 1 Liter	Harpik/ Sanifresh/Lizol or approved equivalent
15	Glass/Furniture Cleaner	Taski Ltd/ Colin/ Cleansol or approved equivalent
16	Phool Broom	Gala or approved equivalent
17	Coconut Stick Broom	Good Quality
18	Readymade Yard broom	Good Quality
19	Mosquito Repellent with Refill	Good Knight/ All-out/ Mortein or approved equivalent
20	Dry Mop set	Supreme/ Gala/ Milton or approved equivalent
21	Wet mop Stick	Supreme/ Gala/ Milton or approved equivalent
22	Glass wiper	Supreme/ Gala/ Milton or approved equivalent
23	Scraper	Solimo / 3M / Gala / or approved equivalent
24	Nylon Brush	Homeor / Yeti / Gala or approved equivalent
25	Small wiper	Supreme/ Gala/ Milton or approved equivalent
26	Wet mop Refill	Supreme/ Gala/ Softspun or approved equivalent
27	Wiper (Bathroom)	Supreme/ Gala/ Milton or approved equivalent
28	Garbage bag blue	Bio- Degradable
29	Garbage bag green	Bio- Degradable
30	Toilet roll	Origami/Presto/Softouch or approved

		equivalent
31	Bamboo stick	Good Quality
32	Mosquito Spray	Hit/ Odomos/ All Out or approved equivalent
33	Hand Gloves	Hand Care / Gala / Presto or approved equivalent
34	WC Brush	Cello/ Gala/ Presto or approved equivalent
35	Hand Brush	Cello/ Gala/ Presto or approved equivalent
36	Dustpan	Cello/ Gala/ Presto or approved equivalent
37	Mug	Nayasa/ Milton/Cello or approved equivalent
38	Carpet brush	Wondra / Blue earth / Inasan or approved equivalent
39	Toilet brush	Cello/ Gala/ Presto or approved equivalent
40	Cobweb Cleaning brush	Cello/ Gala/ Presto or approved equivalent
41	Toilet chokages Pump	Cello/ Gala/ Presto or approved equivalent
42	Bucket	Nayasa/ Milton/Cello or approved equivalent
43	Floor Duster	Scotch Brite/ Moplop/IVAZA or approved equivalent
44	Glass/ Furniture Duster	Scotch Brite/ Indus/Halstatt or approved equivalent

Note: The Vendor should carry out washing/cleaning of linen after every change of occupancy, or on every third day or if demanded for by guest if stained.

Annexure – I Form of Tender

Place:

Date:

To,
Regional Director
Reserve Bank of India
Human Resources Management Department
New Delhi

Dear Sir/Madam,

Having read and examined the Notice Inviting Tender, General and Specific Conditions of Contract, General Rules and Instructions to Bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Price Bid and in accordance with all respects of the instructions in writing referred to in General and Specific Conditions of Contract, the Articles of Agreement, General rules and instructions to bidders, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

NIT No / e-Tender no.	RBI/ Delhi Regional Office/HRMD/4/25-26/ET/863
Name of the Work:	Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi
Estimated annual cost of the tender	₹2,56,32,914/- (Rupees Two Crores fifty six lakh thirty two thousand nine hundred fourteen rupees only) inclusive of GST, all applicable taxes, cess and any other charges or levy.
Earnest Money Deposit (EMD)	₹5,12,658/- (Rupees Five lakh twelve thousand six hundred fifty eighty rupees only).
Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to five per cent of Contract value from a scheduled Bank
Contract Period	The Contract would initially be valid for the period of one year from the date specified in the Work Order

2. We agree to keep the tender open for the validity period specified in Section III (a) of the tender and not to make any modification in its terms and conditions during the validity period or any other renewed/extended period as agreed mutually.

3. A sum of ₹5,12,658/- (Rupees Five lakh twelve thousand six hundred fifty eighty rupees only). _____ mentioned as Earnest Money Deposit in NIT/SoT is hereby submitted in the form specified therein and its proof is uploaded in first e-cover on MSTC portal. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Section IV(b), I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely. Further, if I/We fail to commence work as specified in Section III(a), I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money Deposit or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the Contract so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. The details of our bankers as given as per the *format 5A*.

Dated this _____ day of _____ 20XX.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney in the prescribed format as per *Annexure III* of this tender should be uploaded).

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

Annexure II - Shortlisting / Eligibility Criteria Formats

Format 1 Basic Information (To be read with Criteria 1 of Section III(b))

a)	Name of the Company/firm	
b)	Details of registration of the firm: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.	
c)	Name and address of the Proprietor/Partners/ Directors of the Company	
d)	Registered Address of the Company/firm	
e)	Address for correspondence	
f)	Contact Person	
g)	Designation	
h)	Mobile no.	
i)	FAX/Tele-fax	
j)	e-mail id	
k)	GST Registration details and no.	
l)	Labour License Details	
m)	EPFO Registration No.	
n)	ESIC Registration no.	
o)	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work	
p)	Was the bidder ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
q)	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give	

	name of the work and reasons for abandonment.	
r)	Has the bidder or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
s)	Has the bidder or any constituent partner in case of partnership firm, ever been convicted?	
t)	Whether the bidder is involved in frequent civil suit /litigations in the Contracts being executed now. If yes, please furnish the details.	

Sl no	Name of the work and Employer	Nature of work	Work order No and Date	Present stage of work	Value of Contract	Brief details of litigation
1.	2.	3.	4.	5.	6.	7.

Date:
Seal)

Authorized Signatory (With Name/Designation and

Format 2 PREVIOUS WORK EXPERIENCE (To be read with Criteria 2 of Section III(b))

List of important similar works executed by the Bidder/ Firm

Sl no	Name of similar work and location	Nature of work / items of work involved in the Contract	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Attach supporting documents

Date: Authorized Signatory (With Name/Designation and Seal)

Format 3 Works qualifying Eligibility (To be read with Criteria 3 of Section III(b))

Details of similar work/s (qualifying) completed during five years during the period December 01,2020 to November 30,2025

--	--	--	--	--	--	--	--	--	--	--	--	--	--

(The work/s costing equal or above the minimum value specified in eligibility criteria)

Date:

Authorized Signatory (With Name/Designation and Seal)

Format 3A: CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (On Client's Letter Head) (To be read with Criteria 3 of Section III(b))

Name and address of the Client :

Details of Works executed by Shri /M/s :

S. No.	Name of Work	
1	Brief particulars of the work	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the Contractor employed qualified 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 Contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the Contractor.	

Format 3A: Client's Certificate regarding Performance of their Contractor

	a) Technical proficiency	Outstanding/ Very Good/ Good/ Satisfactory /Poor
	b) Financial soundness	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	c) Mobilization of adequate T&P	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	d) Mobilization of manpower	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	e) General behaviour	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	f) After sales Service	Outstanding/ Very Good/ Good/ Satisfactory/ Poor

Date:
Seal)

Authorized Signatory (With Name/Designation and

Format 4 FINANCIAL STATUS (To be read with Criteria 4 of Section III(b))

Sr.no.	Details	Financial Year		
		April 1, 2022, to March 31, 2023 ₹ in lakh	April 1, 2023, to March 31, 2024 ₹ in lakh	April 1, 2024, to March 31, 2025 ₹ in lakh
1	Annual financial turnover certified by Chartered Accountant.			
2	Income Tax returns for the year			

Note:

Statement shall be supported by copies of audited financial statements/ accounts of the business of the Bidder duly certified by a Chartered Accountant and the Income Tax Returns for the years viz. 2022-23, 2023-24 and 2024-25

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Format 5: FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head) (To be read with Criteria 5 of Section III(b))

To,

Regional Director,
Reserve Bank of India,
Human Resource Management Department,
6, Sansad Marg,
New Delhi - 110001

Date:

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

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

For the bank with Name, Designation and Seal

Note:

1. Bankers' certificates should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Human Resource Management Department, 6, Sansad Marg, New Delhi - 110001.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank

Format 5A: Details of Bidder's Banker (To be read with Criteria 5 of Section III(b))

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.	
3	Type of Account and Account No.	
4	The period from which the service provider has been banking with the Banker	
5	Any other information which the service provider may like to furnish about its Bankers	
6	IFSC code of the Branch	

Date:
Seal)

Authorized Signatory (With Name/Designation and

Annexure III - Format for Power of Attorney for Authorized Signatory
(On Non-Judicial Stamp Paper of ₹100/-)

To,
The Regional Director
Reserve Bank of India
New Delhi

Dear Sir/Madam,

Name of Work: Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Bidder shall be irrevocable.

Annexure – IV: Letter of Undertaking on Bidder's Letter Head

To,
Regional Director
Reserve Bank of India
Human Resource Management Department
New Delhi

Name of the bidder_____

Name of the tender_____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions etc. contained therein and undertake myself/ourselves abide by the same.
3. I/We abide by the provisions of Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, Employer's Liability Act, 1938, Child Labour (Prohibition and Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
4. I/We will pay the wages to the personnel deployed as per Code on Wages 2019 as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake that complete management and housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi, as well as any other points considered by our Agency.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

Annexure V

Undertaking regarding declaration of debarment by public institution(s)

(To be read with Clause 8 of Section III(a))
(To be submitted by the bidder on their letterhead)

Name of Work : Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi

Sir,

1. I/We (Name of the bidder) declares that
 - a) I/ We or any of our allied firm* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* or any of our partners/directors have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on (last date of submission of bid).
 - c) we will inform the Bank in writing, in case, I/we or any of our allied firm* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) or our partners/directors (Name of the partner / director) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same is effective up to(..... (date)). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

Annexure VI Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder [On the Letter head of the Bidder]

Date:

To,

Regional Director,
Reserve Bank of India,
Human Resource Management Department,
6, Sansad Marg,
New Delhi - 110001

Ref: Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi

Sir,

1. I/We (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction.
1. I/We (Name of the bidder) declare that the following legal action(s) have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved etc.)

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

(Note: strike out one of the above two declarations which is not applicable)

2. Further, we also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects
2. Further, we also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:
..... (detail of the project and type of action etc.)

(Note: strike out one of the above two declarations which is not applicable)

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

Annexure VII: Proforma of Bank Guarantee for Earnest Money Deposit

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Human Resource Management Department
New Delhi

Dear Sir / Madam,

Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi- Bank Guarantee for Earnest Money Deposit

Ref.: NIT/Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of ₹. _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹. _____ (Rupees _____)

only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the EMD for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹. _____ (Rupees _____ only).

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

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

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹. _____ (Rupees _____ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work 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 _____ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Official (with seal)

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

ANNEXURE-VIII: Proforma of Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Human Resource Management Department
New Delhi

Dear Sir/Madam,

Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi.- Performance Bank Guarantee

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to the RBI a Performance Guarantee for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said Contractor of the terms and conditions contained in the Contract.

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the

conclusion that the Contractor has not performed his/her obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹. _____ (Rupees _____ only).

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

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

We hereby further agree that –

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

d) This guarantee shall remain in force up to _____ (60 days beyond the expiry of the Contract) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Annexure IX - Articles of Agreement

ARTICLES OF AGREEMENT made at New Delhi on this _____ day of 2025 between the Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Bank") of the one part and _____ (hereinafter called "the CONTRACTOR") of the other part.

WHEREAS the Bank intends to engage a Contractor for "Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi." and has caused specifications describing the work to be done [as detailed in Tender Documents (Sections I to VI, Annexures, and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Sections I to VI, Annexures, and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Sections I to VI, Annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the scope of work as stated in the Tender Documents (Sections I to VI, Annexures and amendments thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under.

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions:** In this Agreement, unless there is anything repugnant to the subject or context:
 - i. "Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work.
 - ii. "Site" means Bank's Visiting Officers' Flats, Transit Holiday Homes, Trainee Flats & Medical Flats at Sarojini Nagar, New Delhi and Executive Suites & Guest rooms at Bank's Main Office Building & Rabindra Nagar, New Delhi.
 - iii. "Work" shall mean the totality of the work/services and supplies of food and other materials by expression or implication envisaged in the contract and shall include all materials, equipment, and labour required for commencement, performance, provision or completion thereof and any other work may be added from time to time.
 - iv. "Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.
 - v. "Day" shall mean Calendar Day
 - vi. "Working Day" shall mean days when the Bank's office is working i.e., Days excluding public holidays, Saturdays, and Sundays.

vii. "Month" shall mean the calendar month.

viii. "Year" shall mean Financial Year

ix. "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.

x. "The Contractor" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

xi. "The Authorized representatives of the Bank" means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.

xii. "Contract Amount" shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.

xiii. "Notice in writing or written notice" shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.

xiv. "Writing" includes any written paper document, e-mail correspondence and any electronic message.

xv. "Commencement of work" shall mean the date specified in the work order.

2. In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular only include the plural and vice versa.

3. **Signing of Contract Agreement:** On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Delhi/ New Delhi. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the Contractor shall devolve on the Contractor and the Bank shall be entitled to recover the amount from the Performance Bank Guarantee (PBG) or from the bills raised by the Contractor. Where the PBG is utilized for the said purpose, the Contractor shall immediately refurbish a fresh PBG. Failure to do so may amount to breach of the agreement and consequences thereof shall follow.

4. **Contract Period:** This agreement will come into effect from date specified in the Work Order and will remain in force up to one year, unless earlier terminated in accordance with the termination clause. This Contract may be considered for further renewal for maximum two years (for one year or shorter period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties.
5. In consideration of the said Contract Amount to be paid in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the scope of work.
6. The Bank shall pay the Contractor the Contract Amount or such other sum which shall become payable at the times and in the manner specified in the said Conditions.
7. The said Conditions and the correspondence attached hereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.
8. The specifications, agreements and documents mentioned herein shall form the basis of this Contract.

9. This Contract is an item rate contract to carry out the work according to the scope of work detailed in the tender document, at the rates quoted by Contractor in the Price Bid of the Tender (Part II).
10. The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages to the property etc.
11. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract. The Bank at its discretion, may, close or add some of the premises any time during the Contract period. The amount for providing services in the Contract in case of addition / closing of Bank's offices shall be based on the rates quoted by the Contractor and as per mutual consultation.
12. The Contractor shall submit an irrevocable Performance Bank Guarantee from a Scheduled Bank as stated in the said Conditions for successful execution of the Contract.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR

1. The Contractor shall be responsible for providing uninterrupted services on regular basis as per the scope of work and terms and conditions of the Contract.

2. The Contractor shall provide a complete and updated list of all the staff deployed in the Bank's premises every month.
3. No staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.
4. The staff deployed by the Contractor shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her. The Contractor shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement.
5. The Contractor shall ensure that all employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior, and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Contractor and/ or its employees have observed the same. The Contractor shall be responsible for the good behavior and conduct of their employees and in case of any complaints by the Bank, the Contractor shall not employ such employees in the Bank's premises.
6. The Contractor shall supervise the work of all staff to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
7. The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank or the persons and properties of the occupants of the premises and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.
8. All the persons deployed for the purpose of this agreement by the Contractor shall be provided uniform and identity cards. The Contractor ensure that all its employees and agents always bear the identity card while they are working in the Bank's premises.
9. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement, that they are employees of the Contractor and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the Contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.

10. The Contractor shall ensure that the persons deployed for the purpose of the Contract do not create any nuisance/disturbance in the premises of the Bank and always carry out their work peacefully and in orderly manner.

C) Statutory Compliance-

1. The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz. Code on Wages, 2019, Industrial Relations Code, 2020, Code on Social Security 2020, Occupational Safety, Health and Working Conditions Code, 2020 (OSHWC Code 2020), Employer's Liability Act, 1938, Child Labour (Prohibition and Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, and/or any other act / law as applicable
2. The deployed staff/workers shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid Labour codes, statutes or any other applicable law in force during the currency of the Contract.
3. The Contractor should be registered with the concerned authorities of Labour Department under the OSHWC Code 2020 and Delhi Works Contract Act (wherever applicable).
4. The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under OSHWC Code 2020 etc. at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose.
5. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
6. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
(g) The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the Code on Social Security, 2020 . The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer's contribution towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same

to concerned authorities duly furnishing particulars of personnel deployed in the Bank. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.

D) Compliance with Laws / Code on Wages-

- i. Minimum wages as prescribed by Central Government in the Code on Wages,2019 will be applicable. The Contractor shall ensure payment of minimum wages to the employees employed by them through NEFT or any other electronic mode to their bank accounts. Under no circumstances wages shall be paid in cash. The Contractor shall maintain a register of wages and shall issue a wage slip to every employee employed by them. Wages to the employees shall be disbursed only through electronic mode to their bank account and the documentary evidence of payment such as a copy of the transaction record/ bank statement of the Contractor shall be produced with the bill to be submitted to the Bank for payment to the Contractor. In addition, they have to provide basic amenities like drinking water, first aid facility, etc. to their employees as per OSHWC Code 2020 . The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
- ii. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.
- iii. 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 Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee.
- iv. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.

E) Terms applicable for Payment:

- a) The Contractor shall raise the bill on a monthly basis (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents as follows:
 - i. Documentary proof of attendance
 - ii. NEFT statement as evidence for remittance of wages to the deployed employees.
 - iii. Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favour of the employee deployed at the site.
 - iv. Bank Statement / ECS mandates.
 - v. Statement evidencing the deposits of GST
- b) A declaration stating that compliance to all Statutory Acts have been made. The declaration shall be on the contractor's letter head duly signed by the authorized signatory along with the bill stating that "All statutory payments have been made to the Govt. pertaining to the ongoing contract with the Bank and complete salary payment has been made in full to all the staff deployed at RBI locations as per the Code on Wages, 2019 and as per the contract. All Govt. rules and guidelines issued from time to time pertaining to employment of labours are being adhered to." Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the documents as above are not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of wages to people deployed by the Contractor has been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes i.e., Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.
- c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.

- d) The Bank will pay the agreed amount on performance basis, inclusive of all taxes based on monthly bills submitted by the Contractor. No other charges of any kind shall be payable. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi. The TDS, if applicable, will be deducted by the Bank.
- e) In case of any complaint regarding noncompliance of any statutory payments, the same shall be withheld from the bill without prejudice to the Bank's right to terminate the Contract.
- g) The employees should be paid minimum wages under the Code on Wages, 2019 and rules made thereunder or under any other applicable law. Besides, the employees should be given Employees Provident Fund as per Code on Social Security,2020,Bonus and / or dividends as per Code on Wages,2019 and ESI as per Code on Social Security,2020, as applicable. The Contractor shall have a valid EPF Account for making EPF Contribution for its employees. In case of any complaint regarding noncompliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the Contract. The Contractor shall abide by all the statutory provisions of the OSHWC Code,2020 and all other applicable laws.

F) Escalation (Revision of Rates) :

The Contractor shall pay the revised wages as soon as the wages are notified by the Central Government. Upon receiving request from the Contractor, the rates (as stated at S. No. 'A' to 'L' of 'Price Bid' given in Part II of the tender) would be revised based only on the revision of Minimum Wages as prescribed by Central Government.

G) Subletting of Work: The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.

H) Penalty clause

1. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor 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.

2. Deductions from Payment: The Bank may deduct from the Contractor's Bill, amounts on account of claims of penalty as per the mentioned Service Level Agreement (SLA),

costs or claims, losses, damages, defective services carried out by the Contractor etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Contractor. In case the Contractor fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Contractor's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

3. Penalty for Operational Lapses: Illustrated list for operational lapses are as follows -

Sl. No.	Service Level Agreement (SLA)	Risk
	General	
1	Cleaning of rooms & toilets if not done, per instance	High
2	Change of Linen as per schedule if not done, per instance	High
3	Cleaning and scrubbing of Kitchen and dining space and kept free from flies, cockroaches, insects, rats, mice and rodents as per schedule if not done, per instance	High
4	If required staff not provided immediately on account of leave / absent if any (as per the requirement mentioned in the Tender document), Penalty per staff per day	High
5	Non-adherence to pre- decided menu without prior approval of the Bank per instance	High
6	Serving Stale food/Using rotten vegetables / fruits / milk / other food items, per instance (found during regular inspection)	High
7	Not using AGMARK/ISI/BIS certified/branded and specified ingredients for cooking, per instance	High
8	Non maintenance of cleanliness in Kitchen/Dining hall/Wash area, per instance	High
9	Providing expired items – (eg. Tea sachets, welcome kit items etc.)	High
10	Non-maintenance of attendance register to enable daily tracking of staff deployed	Medium
11	Non-maintenance of register each for Wage/Leave/Weekly Off/Attendance	High
12	Failure to produce the bank account statement of staff deployed by the bidder along with the monthly bills	High
13	Failure to provide All risk (including third party liability coverage) /workmen compensation policy	High

14	Failure to get the Police verification and annual Health check-up of staff done as required	Medium
15	Cleaning of fans, electrical fixtures	Medium
16	Spreading of Safe repellents or deterrents balls in all the Washrooms	Medium
17	Not providing of Newspapers as per schedule per instance	Medium
18	Maintenance of Washing Machine, Air Conditioner in working condition penalty per instance (if not informed the AMC vendor, Estate Department and HRMD on time)	Medium
19	Cleaning of roof of cobwebs, over Chajjas (sunshade) and over windows if not done, per instance.	Low
20	Not displaying menu in dining hall board, per instance	Low
21	Cleaning of corridor's outdoor walls / verandah if not done, per instance	Low

Tolerance Level for the above-mentioned Operational lapses is Zero.

The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the operational lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value submitted by the Contractor in a particular month.

Implementation: The above-mentioned SLA are to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and process the penalties if any.

4. Penalty for Statutory Compliance Lapses: Illustrated list for Statutory Compliance lapses are as follows:

Sl. No	Statutory requirements	Risk
1	Deploying the Staff/ employees without giving weekly-off.	High
2	Failure to comply with the Applicable Contract/ Labour laws and other laws.	High
3	Failure to provide documents on time for PF/ESI along with the bill	High
4	Failure to pay the salary to deployed staff by 10 th of each month	High
5	Non-compliance with the statutory requirement regarding payment of minimum wages	High

6	Violating of any terms and conditions/ specifications/ stipulations made in the Agreement	High
---	---	------

Tolerance Level for the above-mentioned statutory compliance lapses is Zero. The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the statutory compliance lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value.

Implementation: The above-mentioned statutory requirements is to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and to process the penalties if any.

I) Insurance:

- (a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.
 - i. Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk.
 - ii. Employees' Compensation Policy for all employees deployed at site.
 - iii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details:
 - For injury to persons – Rs 5 Lakh per person per accident
 - For damage to property – Rs 2 Lakh per accident for a ceiling of Rs 25 Lakh.
- (b) All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.
- (c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.
- (d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.
- (e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.
- (f) Copy of the insurance policy is to be submitted to the before commencement of work (within 14 days of award of work) failing which the Bank reserves the right to terminate the Contract.
- (g) The Bank shall not be responsible for any injury, accident, disability or loss of

life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.

The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.

J) Indemnity Clause:

(a) The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:

- i. Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or
- ii. Non-performance of the terms and conditions of the Contract; or
- iii. Breach of the representations and warranties made by the Contractor; or
- iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.
- v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her 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.
- vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Code on Social Security, 2020 or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

(b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

K) Non-disclosure:

(a) The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, 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 Contractor during the course of discharging its contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.

(b) The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

L) PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE

- a) The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

M) Termination of the Contract

(a) Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank's discretion.

(b) Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by giving notice in writing shall determine the Contract in any of the following cases:

- i. If the Contractor has abandoned the Contract.
- ii. If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.
- iii. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.
- iv. If the Contractor had secured the Contract with the Bank as a result of malafide or non-bona-fide practices such as cartelization etc. or commits breach of the Agreement.
- v. If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.
- vi. If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.
- vii. If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.
- viii. If the Contractor assigns or sublets this Contract.

(c) Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works/services to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.

(d) Termination of Contract by Contractor –

If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing, requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

(e) Termination of Contract in case of death of Contractor –

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without any liability for such termination and compensation to the Contractor.

N) Force Majeure:

Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations. The obligations under the Contract shall be resumed

as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

O) Disputes Resolution:

(i) If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank has constituted an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute.

If an amicable settlement is not forthcoming within the aforesaid period, then the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.

P) Jurisdiction of Court: All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.

Q) Failure to Exercise the Bank's rights-

Any omission on the part of Bank at any time to exercise any of its rights under the terms of engagement of the Contractor shall not be deemed to amount as waiver on the part of Bank of its rights and in no way impair or affect the validity of the terms and the privilege of Bank to enforce its rights at any time subsequently.

R) Tenancy Rights -

Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/her/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the Contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the Contractor for due execution of the Contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be evicted and prosecuted.

S) Other conditions –

1. To ensure effective implementation of this Contract, the Regional Director or an Authorised Representatives of the Bank shall issue instructions, either orally or in writing to the Contractor and such instructions shall be deemed to be a part

and parcel of this Contract and shall be binding on the Contractor. In all matters relating to or incidental to this Contract, if there arises any doubt or dispute or disagreement, the decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.

2. The Contractor shall provide at his/her cost everything necessary for the proper execution of the Contract according to the intent and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy he/she shall immediately and in writing refer same to the Regional Director, Reserve Bank of India, New Delhi who shall decide thereupon. The decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.
3. The Contractor shall not be entitled to any compensation for any loss suffered by him/her on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him/her or in any subcontract connected therewith or delays in awarding Contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
4. If, at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of the whole or part of the works.
5. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank and the same may be deducted from any moneys due to the Contractor.
6. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its Authorized Representatives. Subsequently, the Contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.

7. Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract elsewhere with the Bank pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For this clause, where the Contractor is a partnership firm or a limited company, the Bank shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his/her individual capacity or otherwise.
8. The Contractor and all his/her staff deployed shall follow COVID 19 protocols or any other pandemic related protocols issued by Government authorities or the Bank.

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents the day and year first hereinabove written.

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written.

If the Contractor is a partnership or an individual.

If the Contractor is a company.

Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India by the hand of

Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)

Directors who have signed these presents in token thereof in the presence of

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand of Shri _____ and _____ duly constituted attorney.

If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

If the Contractor is signing by hand or power of Attorney, whether a company or individual.

Annexure X - Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

To
Regional Director Reserve Bank of India New Delhi.

Name of Work:

I/We (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019- PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that (Name of the bidder)

Is not from a country sharing land border with India, or

b. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

c. Is from a country sharing land border with India where Government of India has extended lines of credit, or

d. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Undertaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Annexure-X - Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

Signature and name of the authorized signatory of the Bidder with stamp

Date:

Place:

Part - II

Financial / Price Bid

Time and Date of Opening of Part-II: Price Bid	To be notified later
---	-----------------------------

Section VI: Financial /Price Bid

Price Bid for E- Tender for Management and Housekeeping (including catering) of Bank's Visiting Officers' Flats (VOFs), Transit Holiday Homes (THH), Trainee Flats & Medical Flats and Executive Suites & Guest rooms at Bank's Properties in New Delhi

S.No.	Description	Quantity	Unit of Measurement	Rate per unit in ₹ (Inclusive of GST/ applicable taxes)	Total Amount in ₹ (Inclusive of GST/ applicable taxes)
1	2	3	4	5	6
Manpower					(3*5)
A	Wages to be paid to 01 no. Manager (highly skilled) @ The rate shall be quoted as wages of 01 Manager on annual basis.	1	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
B	Wages to be paid to 01 no. Head Butler (highly skilled) @ The rate shall be quoted as wages of 01 Head Butler on annual basis.	1	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
C	Wages to be paid to 01 no. Butler (skilled) \$ The rate shall be quoted as wages of 01 Butler on annual basis.	1	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
D	Wages to be paid to 06 nos. Receptionists (skilled) \$ The rate shall be quoted as wages of 01 Receptionist on annual basis.	6	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
E	Wages to be paid to 04 nos. Cooks(skilled) \$ The rate shall be quoted as wages of 01 Cook on annual basis.	4	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>

F.	Wages to be paid to 01 no. Plumber (skilled) \$ The rate shall be quoted as wages of 01 Plumber on annual basis.	1	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
G.	Wages to be paid to 01 no. Carpenter (skilled) \$ The rate shall be quoted as wages of 01 Carpenter on annual basis.	1	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
H	Wages to be paid to 01 no. Wireman (skilled) \$ The rate shall be quoted as wages of 01 wireman on annual basis.	1	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
I	Wages to be paid to 02 nos. Housekeeping Supervisor (Semi-skilled) * The rate shall be quoted as wages of 01 Housekeeping Supervisor on annual basis.	2	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
J	Wages to be paid to 20 nos. Housekeepers (Unskilled) ** The rate shall be quoted as wages of 01 Housekeeper on annual basis.	20	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
K	Wages to be paid to 06 nos. Kitchen Helpers (Unskilled) ** The rate shall be quoted as wages of 01 Kitchen Helper on annual basis.	6	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
L	Wages to be paid to 07 nos. Waiters (Unskilled) ** The rate shall be quoted as wages of 01 Waiter on annual basis.	7	NO S.	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>

M	<p>Service Charges plus Profit Margin :</p> <p>Service Charges including equipments viz. cleaning machine, Biometric attendance device, managerial/ supervisory/ insurance/ administrative charges/ Identity Cards/ stationery Charges/ Printing Charges/ amenities to worker, distribution of Welcome kit and Snacks basket in rooms, incidental charges, other statutory payments as applicable, telephone charges to the contractor's staff, and other expenses as specified in the tender document and Profit Margin.</p> <p>(Rate should be quoted as lumpsum for one year)</p>	1	Per Year	<p><i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i></p> <p><i>The total Amount will be Calculated Automatically By the system</i></p>
Maintenance and Cleanliness				
N	<p>a- Maintaining the entire VOFs including the rooms, toilets, bathrooms, kitchen, common areas, etc. in clean, hygienic and immaculate condition. Towards this end, all good quality, branded cleaning materials (as given in Appendix III) will also have to be provided.</p> <p>b- Maintaining bed linen, towels, curtains, blankets etc. by washing, ironing, (including periodic dry cleaning of blankets and other items etc.) in all rooms as per following frequency:</p> <p>i. Washing of bed sheets, towels, pillow covers, quilt covers, duvet covers, linen and bathrobe after every change of occupancy or on every second day of usage. However, frequency in MOB and Rabindra Nagar will be on a daily basis.</p> <p>ii. Dry cleaning of hand towels, bath towels, floor mats and other items etc. after every change.</p> <p>iii. Dry cleaning of blankets, quilt covers, duvet covers, cushion</p>	1	Per Year	<p><i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i></p> <p><i>The total Amount will be Calculated Automatically By the system</i></p>

	<p>covers, sofa covers and other items etc. once a month.</p> <p>iv. Dry cleaning of curtains on quarterly basis or as when directed by the Bank.</p> <p>v. Safe repellants/ deterrents from pests should be regularly placed in the wall-almirahs, shoe racks, urinals and any other place as directed by the Bank.</p> <p>(Rate should be quoted as lumpsum for one year)</p>				
Consumables					
O	<p>Provision of kits consisting of two sachets each of tea, Green tea, coffee, sugar, milk, pack of 2 biscuits, per room per day as per occupancy in 37 rooms of VOFs, 18 rooms of THH and 48 rooms of Trainee flats in Sarojini Nagar and 15 rooms in Rabindra Nagar & MOB</p> <p>(as indicated in Appendix II)</p> <p>Expected monthly consumption = 1000 kits</p> <p>Expected annual consumption = 12000 kits</p>	12000	Kits	<p><i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i></p>	<p><i>The total Amount will be Calculated Automatically By the system</i></p>
P	<p>Provision of two bottles (01 Liter each Bisleri /Kinley/Aquafina or approved equivalent) of mineral water per room per day as per occupancy in 37 rooms of VOFs, 18 rooms of THH and 48 rooms of Trainee flats in Sarojini Nagar and 15 rooms in Rabindra Nagar & Main Office Building</p> <p>Expected monthly consumption = 2000 bottles</p> <p>Expected annual consumption = 24000 bottles</p>	24000	NO S	<p><i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i></p>	<p><i>The total Amount will be Calculated Automatically By the system</i></p>
Q	Provision of water from water dispensers placed in dining halls and reception area in Sarojini Nagar (20-liter Bisleri / Kinley / Aquafina or approved equivalent)	720	NO S	<p><i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i></p>	<p><i>The total Amount will be Calculated Automatically By the system</i></p>

	Expected monthly consumption = 60 Expected annual consumption = 720				
R	Provision of one English / Hindi newspaper per room per day as per occupancy in 37 VOFs, 18 THH & 48 Trainee rooms. Expected monthly consumption = 725 Expected annual consumption = 8700	8700	NO S	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
S	Provision of one English / Hindi newspaper & one financial daily newspaper per room per day as per occupancy in 9 rooms of Rabindra Nagar. Expected monthly consumption = 50 English / Hindi Newspaper and 50 Financial daily Newspaper Expected annual consumption = 600 English / Hindi Newspaper and 600 Financial daily Newspaper	1200	NO S	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
T	Provision of three newspapers (English, Hindi and financial daily) per day at Reception in Sarojini Nagar & Rabindra Nagar. Expected monthly consumption = 60 English Newspaper, 60 Financial daily Newspaper and 60 Hindi Newspaper Expected annual consumption = 720 English Newspaper, 720 Financial daily Newspaper and 720 Hindi Newspaper	2160	NO S	<i>Rates should be quoted in excel format under the Section of Price Bid in MSTC</i>	<i>The total Amount will be Calculated Automatically By the system</i>
	Total (A+B+C+D+E+F+G+H+I+J+K+L+ M+N+O+P+Q+R+S+T)				<i>The total Amount will be Calculated Automatically By the system</i>

(i). @ Considering minimum wages as notified by GoI dated September 25, 2025, and Corrigendum dated October 14, 2025 (including EPF, ESI, Bonus and Relieving Charges), annual wages per one Highly Skilled Worker, work out to be ₹4,89,652.80/- (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

(ii). \$ Considering minimum wages as notified by GoI dated September 25,2025 and Corrigendum dated October 14, 2025 (including EPF, ESI, Bonus and Relieving Charges), annual wages per one Skilled Worker, work out to be ₹4,53,573.12/- (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

(iii). * Considering minimum wages as notified by GoI dated September 25,2025 and Corrigendum dated October 14, 2025 (including EPF, ESI, and Relieving Charges), annual wages per one Semi-Skilled Worker, work out to be ₹ 4,15,775.36/- (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

(iv). ** Considering minimum wages as notified by GoI dated September 25,2025 and Corrigendum dated October 14, 2025 (including EPF, ESI, Bonus and Relieving Charges), annual wages per one Unskilled Worker, works out to be ₹ 4,18,017.02/- (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

(v). # The Contractor's Profit/Service Charge at item no. M of the price bid must be quoted equal to or more than ₹10,97,772.08/- (inclusive of GST/applicable taxes), as computed by the Bank at five per cent of the total minimum wages (inclusive of all statutory components), for item nos. (A+B+C+D+E+F+G+H+I+J+K+L). The applicable wages for the above shall be as per the Government of India notification dated September 25, 2025, and the Corrigendum dated October 14, 2025. Bids quoting the Contractor's Profit/Service Charge below the amount of ₹10,97,772.08/- (inclusive of GST/applicable taxes), shall be rejected without assigning any reason thereof.

Wage Analysis given in 'Annexure XI' may be referred to for preparation of price bid.

Notes:

- i. Deployment of staff will be as specified in Section IV (a).
- ii. Rates must be as per the Central Minimum Wages Act and inclusive of all applicable statutory levies / taxes, GST/CGST/ SGST) and all statutory dues payable by the bidder to government authorities.
- iii. No documents should be enclosed with third e-cover i.e., Part-II (Price Bid).
- iv. No conditions, separate conditional notes etc. should be added in part- II.
- v. Please use only the excel format supplied on MSTC portal.
- vi. No charges other than the total bid amount quoted above will be paid by the Bank.
- vii. The total bid amount shall be quoted for one year only.

- viii. Rates should be quoted up to two places of decimal.
- ix. The bidders are advised to visit the site to acquaint with the site conditions / understand the scope of work prior to submit their Price Bid.
- x. All the terms and conditions as mentioned in Techno-Commercial Bid (Part-I) will be part and parcel of the Price Bid. Therefore, the bidders are advised to quote their rates accordingly.
- xi. 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), GOI, New Delhi for Highly Skilled, skilled, semi-skilled and unskilled workers (Industrial Workers, Building operations) as applicable from time to time. The Bank reserves the right to increase or decrease the number of staff as specified above. The Bank will only reimburse the minimum wages for the staff deployed by the bidder for the working days, as notified by the Government of India, Ministry of Labour and Employment, office of the Chief Labour Commissioner, New Delhi as applicable from time to time to the bidder separately.
- xii. Scope of work shall include all the terms and conditions as laid down in this document. Bidders are advised to consider the Terms and Conditions and the tentative monthly consumption of the items and market rates while quoting the rates for these items in the Part-II (Financial Bid).
- xiii. This contract is an item rate contract. The quantities mentioned in item O to T in price bid are approximate only and may vary in actual course of execution. The bidder is therefore, advised to quote very carefully. No claim for compensation from the bidder shall be entertained due to any variation in quantities (irrespective of the quantum of variation) OR deletion of any item. The rates fixed for a particular period shall remain. same throughout that duration. Actual executed quantities for respective items shall be measured and paid. 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.

I/We hereby declare that I/we have read and understood the schedule of Rates and contents of Part II of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Date:

Authorized Signatory (With Name/Designation)

Annexure XI - Wage Analysis
(It is for illustrative purpose only and the same should not be submitted with Techno-Commercial Bid)

Wage Analysis for calculation of Minimum wages for Part-II of the Tender

Under Notification No. S.O. 188(E) dated 19th January, 2017 of the Ministry of Labour and Employment,

Central Government notification no. (File No.1/6(3)/2025-LS-II dated September 25, 2025, and corrigendum dated October 14,2025, applicable w.e.f. October 01, 2025).

Highly skilled : Rs.1065 per day

Skilled : Rs. 981 per day

semi-skilled : Rs 893 per day

Unskilled : Rs.805 per day

Services shall be provided as per the requirements mentioned in the tender document and complying with all statutory requirements.

Analysis is as under-

S. No	Description	Calculation				
		Component	Highly Skilled (in ₹)	Skilled (in ₹)	Semi-Skilled (in ₹)	Un-skilled (in ₹)
	Minimum wages as per CLC noti. dtd. September 25, 2025	A	1065	981	893	805
	no. of workdays		26	26	26	26
1	Basis Wages plus VDA X 26	B=A* 26	27690.0 0	25506.0 0	23218.00	20930.0 0
2	ESIC (3.25 % of Basic wages plus VDA) {it is contributed who's VDA is below Rs.21000}	C= 0.032 5*B	0.00	0.00	0.00	680.23
3	EPF (12% of Basic wages plus VDA) {Basic plus VDA is subject to maximum limit of ₹15,000/- per month for EPF calculation}	D=15 000* 0.12	1800.00	1800.00	1800.00	1800.00
4	Administrative Charges (0.5% of basic wages plus VDA {Basic plus VDA is subject to maximum limit of Rs. 15000/- per month for EPF calculation}	E=15 000* 0.005	75.00	75.00	75.00	75.00
5	EDLI (0.5 % of Basic wages plus VDA) {Basic plus VDA is subject to maximum limit of Rs.15000/- per month for EPF calculation}	F=15 000* 0.005	75.00	75.00	75.00	75.00

6	Bonus @ 8.33% of Basic plus VDA (applicable for max salary of ₹21,000/-) *	G = 0.083 3*B	0.00	0.00	0.00	1743.47
7	Sub-total	H=B+ C+ D+ E+ F+ G	29640.0 0	27456.0 0	25168.00	25303.6 9
8	Reliver (1/6 of s. No. 7 above)	I = H/6	4940.00	4576.00	4194.67	4217.28
9	Total wages per staff per month	J = H + I	34580.0 0	32032.0 0	29362.67	29520.9 8
10	annual wages per staff	K = J*12	414960. 00	384384. 00	352352.0 0	354251. 72
11	GST@18%	L=K* 0.18	74692.8 0	69189.1 2	63423.36	63765.3 1
12	annual wages per staff (inclusive of GST)	M=K+ L	489652. 80	453573. 12	415775.3 6	418017. 02
13	No. of staff category wise	N	2	14	2	33
14	Total annual wages for all staff in a particular skill category	O=M* N	979305.6 0	635002 3.68	831550.7 2	13794 561.66
15	Total Wages for all staff across all skill categories	P	21955441.66			

Calculation is based on minimum wages notified by CLC w.e.f. 25.09.2025 and corrigendum dated October 14,2025.

**** Bonus will be paid at the end of the contract or half yearly @8.33 of wages***

Date:
Seal)

Authorized Signatory (With Name/Designation and