

Tender Part



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

Tender Notice

Sealed tenders are invited in the prescribed format by the Regional Director, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata - 700 001 from registered contractors/agencies holding valid licences under Contract Labour (Regulation & Abolition) Act, for providing **Security Guards** (ex-servicemen or properly trained security personnel herein after referred to as Security Guards) for guarding Reserve Bank of India Office Premises/Residential Colonies (i.e. monitoring movement of men, material and vehicles, surveillance of Office Premises/Residential Colonies, etc.) located in Kolkata and to plots of land at Durgapur and Belghoria. The tender forms will be issued only to the contractors, who furnish the detailed information in writing/documents to satisfy the Bank about their minimum eligibility criteria to tender on all working days from Monday to Friday from November 17, 2011 to November 30 2011, on a non-refundable payment of ₹ 500/- and may be collected personally from the **Assistant General Manager (Admn.)**, Human Resource Management Department, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata. The duly completed tender documents may be submitted in a sealed cover, superscribed “**Tender for Security Services**” addressed by name to Shri Salim Gangadharan, Regional Director, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata - 700 001 up to 2.00 p.m. on December 05, 2011. **Technical Bids will be opened on same day at 3.00 P.M.** in the presence of the tenderer's authorised representatives, who choose to be present. The Bank is not bound to accept the lowest tender and reserves the right to accept either full or in part of any tender or to reject all the tenders. The Tender Documents can also be downloaded from Reserve Bank of India Website www.rbi.org.in under the link 'Tenders'.

Salim Gangadharan
Regional Director

Place: Kolkata

Note: In case tender documents are downloaded from Website, the documents pertaining to eligibility criteria along with cost of tender set should be submitted in a separate sealed cover.



RESERVE BANK OF INDIA
15, N.S. Road
Kolkata - 700 001
(Website : www.rbi.org.in)

Tender for providing Security Guards

Sealed tenders are invited in the prescribed format by the Regional Director, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata - 700 001, from registered contractors/agencies holding valid licences under Contract Labour (Regulation and Abolition) Act, for providing Security Guards (ex-servicemen or properly trained security personnel herein after referred to as Security Guards) for guarding Reserve Bank of India Office Premises/Residential Colonies as also plots of land (i.e. monitoring movement of men, material and vehicles, surveillance of Office Premises/Residential Colonies etc.) located in Kolkata and Durgapur for an initial period of one year as per laid down contractual obligations.

1. The present requirement is for **48 (forty eight)** Security Guards. This requirement is for guarding:

- a) Reserve Bank of India, Main Office Premises, 15, Netaji Subhas Road, Kolkata - 700 001;
- b) National Clearing Cell (NCC), 6, Royd Street, Kolkata - 700 016;
- c) Reserve Bank Senior Officers' Quarters, 7, New Road, Alipore, Kolkata 700 027;
- d) Reserve Bank Officers' Quarters, Ultadanga, Kolkata - 700 067;
- e) Reserve Bank Staff Quarters, 16/5, Dover Lane, Kolkata - 700 029;
- f) Reserve Bank Staff Quarters, Sector-III, Salt-Lake, Kolkata - 700 098;
- g) Reserve Bank of India, 8, Council House Street, Kolkata - 700 001; and
- h) Bank's vacant plot of land at Durgapur and Belghoria.

2. The contractor/Security agency (herein after used interchangeably) should fulfil the following requirements:

- i) Must be ISO certified Company;
- ii) Follows all the rules, regulations and norms governed by Private Security Agencies Regulation Act, 2005;
- iii) Having minimum of 10 years experience/presence in Indian security industry;

- iv) Should have office/presence in Kolkata;
- v) Ability to provide complete security solution (manned + electronic);
- vi) Should have experience of working with Public Sector Units, MNCs and Large corporate;
- vii) Should have all the necessary legal/statutory approvals to conduct security business in the State of West Bengal including licence from the Regional Labour Commissioner (Central) and
- viii) Turnover of ₹ 20 lakh each for last 3 years.

3.The Regional Director, Reserve Bank of India, Kolkata reserves the right to accept or reject any or all tender bids without assigning any reasons whatsoever and his decision will be binding on all the parties. Tender documents of contractors not producing proofs in respect of item Nos.2 (i), (iii), (iv), (vi), (vii) and (viii) will be summarily rejected.

4.The tenders will be in **two-bid system**. **Cover-I** shall be **superscribed** as “**Technical Bid**” and shall contain the following :

- i) Tender Fee of ₹ 500/- (Non-refundable) - If tender documents downloaded from the website.
- ii) Earnest Money Deposit (EMD) of ₹ 1,00,000/- (2% of ₹ 50 lakh);
- iii) Proof for 2 item nos (i), (iii), (iv), (vi) (vii) and (viii) - Proof of turnover;
- iv) Copies of Employees Provident Fund/Employees State Insurance/Service Tax Registration certificates, etc.;
- v) Copy of license issued by the Regional Labour Commissioner (Central)
- vi) Details of Bankers in the enclosed format and
- vii) Permanent Account Number(PAN).

Technical Bid shall be accompanied with a letter on the letter head of the tenderer as per enclosed format (Format-I). Separate Demand Drafts in the name of Regional Director, Reserve Bank of India, Kolkata for 4 (i) (in case of downloaded form) and (ii) above are to be given.

5. **Cover-II** should be super scribed as “**Financial Bid**” and should contain only the contractor’s quoted rates in the format given below. **Cover-II will be opened only if the Reserve Bank of India, Kolkata is satisfied with the technical bid (Cover-I), which will be opened first.**

Format for rates

Rates per head per month (₹)	
Add other charges, if any, like relieving charges, service charges (please specify)	
Miscellaneous Charges, if any	
Total	

The Financial Bid shall be accompanied with a letter on the letter head of the tenderer as per enclosed format (Format-II)

6.**Cover -I and Cover-II may both be placed and submitted in another sealed cover super scribed “Tender for Security Services”, and addressed to the Regional Director, Reserve Bank of India, 15, Netaji Subhas Road, Kolkata - 700 001.**

7.Reserve Bank of India, Kolkata, will not be responsible for any postal delays or loss of tender documents etc.

8.The successful contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within a week. He will provide a sum of ₹ **1,50,000/-** (3% of ₹ 50 lakh) as the **Security Money Deposit** in the form of a bank draft or by way of **Bank Guarantee** favouring Reserve Bank of India, Kolkata. The EMD of ₹ **1,00,000/-** will also be converted into security money deposit making total security money deposit to ₹ 2,50,000/-. Contractors are free to keep the entire security money deposit in the form of Bank Guarantee.

9.Before submitting the tender, please go through the enclosed terms and conditions on which the work will be awarded and shall be executed by the successful tenderer.

10.The present requirement is for 48 Security Guards (security unarmed) to be deployed in shifts as under :

Name of the Property	Category	Total present requirement	Shift wise strength			Duty Hours per shift
			I	II	III	
a) Reserve Bank of India, Main Office Premises, 15, N.S.Road, Kolkata	Security Guards (including 01 Lady Frisker)	2	2*			*General Shift (0900-1700 hrs.)
b) Reserve Bank of India, 8, Council House Street, Kolkata.	Security Guard	1	1*			*General Shift (0900-1700)
c) National Clearing Cell (NCC), 6, Royd Street, Kolkata	Security Guard	16 (including one Supervisor)	5	5	5+1	8 hours (three shifts)
d) Reserve Bank Officers' Quarters, 7, New Road, Alipore, Kolkata	Security Guards	06	2	2	2	8 hours
e) Reserve Bank Officers' Quarters, Ultadanga, Kolkata	Security Guards	06	2	2	2	8 hours
f) Reserve Bank Staff Quarters, 16/5, Dover Lane, Kolkata-700029	Security Guards	06	2	2	2	8 hours
g) Bank's Vaccant Land at Durgapur	Security Guards	2	1	1	-	8 hours
h) Bank's vacant plot at Belghoria	Security Guards	3	1	1	1	8 hours
i) Reserve Bank Staff Quarters, Sector III Kolkata 70098 Salt-Lake	Security Guards	06	2	2	2	8 hours
Total :		48	18	15	15	

Terms and Conditions

Terms and Conditions for award of contract for providing **Security Guards** i.e. Ex-servicemen or properly trained Security personnel for guarding Reserve Bank of India (RBI) office premises and residential Colonies/quarters (i.e. monitoring movement of men, material and vehicles, surveillance of Residential Colonies, etc.) located in Kolkata for an initial period of one year as per laid down contractual obligations. Total numbers of Security Guards required are approximately 48 (forty eight) including 01 Lady Frisker.

1. The Contractor/security agency (herein after used interchangeably) must comply with the Contract Labour (Regulation and Abolition) Act, 1970 at his own cost and the rules made there under by the Government from time to time.
2. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the RBI, Kolkata shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on RBI, Kolkata in respect of workers deployed by him.
3. On taking over the responsibility of the work assigned, the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with Regional Director, RBI, Kolkata or his nominee. The contractor shall further be bound by and carry out the directions/instructions given to him by the Regional Director, RBI, Kolkata or his nominee from time to time.
4. The Regional Director, RBI, Kolkata or any other persons authorized by the Regional Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties properly.
5. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RBI, Kolkata in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the RBI, Kolkata in case any of the aforesaid acts on the part of the said person.

6. That the contractor shall carefully and diligently perform the work assigned to him in consultation with the RBI, Kolkata.
7. For performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst the **Ex-servicemen or properly trained Security personnel** of high integrity and good conduct and preferably below the age of 50 years. In no circumstances, guards below 18 years of age should be employed.
8. The contractor shall submit details, such as names, parentage, residential address, age, etc. along with recent photograph of the persons deployed by him in the premises of the RBI, Kolkata. For the purpose of proper identification of the employees of the contractor deployed for the work, shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards at the time of duty.
9. The contractor shall be liable for the payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
10. The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to RBI, Kolkata and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970 ; Employees State Insurance Act ; Workman's Compensation Act , 1923 ; Payment of Wages Act, 1936 ; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952 ; Payment of Bonus Act, 1965 ; The Minimum Wages Act, 1948 ; Employer's Liability Act, 1938 ; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them.
11. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the RBI, Kolkata indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the RBI, Kolkata shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment and Security Money Deposit.
12. The contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorised officers of RBI, Kolkata.

13. The contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the RBI, Kolkata and shall on demand furnish copies of wage register/muster roll, etc. to the RBI, Kolkata for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/she is fulfilling his/her commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of RBI, Kolkata in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. 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 unauthorisedly made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns to the authorities concerned. The contractor should pay the minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the guards deployed in our premises.
14. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Kolkata.
15. The contractor shall deploy his/her persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability, pay to the Regional Director of the RBI, Kolkata, a sum as may be claimed by RBI, Kolkata.
16. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the RBI, Kolkata and ensure that no such persons shall create any disruption/hindrane/problem of any nature in the RBI, Kolkata either explicitly or implicitly.
17. The Security Money Deposit deposited by the contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or

loss/damage if any sustained by the RBI, Kolkata on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

18. The Security Money Deposit will be refunded to the contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
19. The contractor shall keep the RBI, Kolkata 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. In case RBI, Kolkata is made party and is supposed to contest the case, the RBI, Kolkata will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the contractor to RBI, Kolkata on demand. Further, the contractor shall ensure that no financial or any other liability comes on RBI, Kolkata in this respect of any nature whatsoever and shall keep RBI, Kolkata indemnified in this respect.
20. The contractor shall further keep the RBI, Kolkata indemnified against any loss to the RBI, Kolkata property and assets. The RBI, Kolkata shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
21. That the contractor shall ensure that the persons so deployed do not allow any property of the RBI, Kolkata to be taken out of the premises without a Gate Pass signed by the designated officials of the RBI, Kolkata.
22. That the contractor shall report promptly to the RBI, Kolkata any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable, of the RBI, Kolkata and if there is any loss to the RBI, Kolkata on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the RBI, Kolkata. It should also take steps, in consultation with RBI, Kolkata authorities to register FIR with police, if required.
23. The contractor shall provide two pairs of Uniform at his own cost to the persons deployed for this work and shall include Shirts, Trousers, Leather Belt with Badge, Cap with Badge, Name Tab Bilingual, Black leather shoes, socks, Lanyard with whistle, Jersey for winter, Rain coat/umbrella for rainy season, loaded torches and batons at all the posts and RBI, Kolkata shall have no liability whatsoever on this account. The uniform shall be approved by the Regional Director of the RBI, Kolkata.

24. The RBI, Kolkata shall not reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the services rendered by him.
25. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration to Regional Director, RBI, Kolkata or his nominee.
26. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Kolkata shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
27. The Arbitrator may give interim awards and/or directions, as may be required.
28. Subject to the aforesaid provisions the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
29. During the period of agreement the contract may be terminated by the Regional Director, RBI, Kolkata by giving one month's notice or on payment of one month's charges in lieu thereof. Also, the contract may be extended with mutual consent of both the parties beyond the initial period of one year.
30. The contractor shall get the antecedents of his personnel verified through Police channels and the verification reports shall be made available to RBI, Kolkata prior to their deployment.
31. The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within a week on award of work.
32. If the contractor selected fails to sign the formal agreement within a week or fails to undertake the work on **due date**, the letter of intent shall be treated as cancelled and EMD made by him shall be forfeited.
33. The contractor shall not charge any amount from the personnel deployed by him towards recruitment fee, etc.
34. Local representative of the contractor must be available locally in Kolkata at his local office with some contact telephone numbers at all times.
35. Security Guards provided shall be adequately trained in Safety and Security measures including First Aid, emergency responses & fire fighting operations. Guards should be

able to handle and use Security Gadgets like Hand Held Metal Detector, X-ray machines, etc.

36. The contractor shall report to the Security Office of the Bank and will comply with the instructions issued by him from time to time.
37. The RBI, Kolkata will deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the contractor.
38. The contractor will raise monthly invoice on RBI, Kolkata latest by the 10th (tenth) of the succeeding month.
39. **DUTY AND DISCIPLINE** : That the Security Agency shall be obliged to comply with the following :
 - A) Not to permit or carry on any unlawful activity or create indiscipline in the Bank's residential premises.
 - B) To be solely responsible for employment, dismissal, termination and re-employment of its staff and personnel and shall keep the Bank informed with all developments in this regard.
 - C) To pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect.
 - D) To be responsible for behaviour of its staff and personnel, their turnout and uniform and ensure good conduct, co-operation and discipline towards officers of the Bank and its representatives.
 - E) Take appropriate corrective and disciplinary action against its employees against whom the Bank notifies.
 - F) On expiry of this agreement the Security Agency shall be liable and responsible to make all statutory payments, to its staff and personnel and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank so that no liability or obligation devolves on the Bank.
40. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at RBI, Kolkata in their respective names before submitting the bill for the subsequent month.
41. That all precautions will be taken by the Security Agency towards the safety of its employees and it will be the sole responsibility of the security agency towards any untoward incident i.e. compensation etc. to its employees.
42. Contractor has to deposit the ESI and EPF contribution and he has to ensure that all his employees are given ESI Card and EPF Card immediately.
43. On receipt of intimation from the RBI, regarding acceptance of his tender, successful tenderer shall enter into agreement on a stamp paper within 14 days.

44. **JURISDICTION** : This agreement is subject to Kolkata jurisdiction.

FORMAT OF LETTER ACCOMPANING TECHNICAL BID

Format - I

Tender for providing Security Guards (Unarmed)

In response to the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Kolkata, I/We state as under :

- i) I/We understand that minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government /other authorities concerned from time to time. In addition, I/We also understand that all statutory payments like EPF/ESI/Bonus/Gratuity, etc. also need to be paid as prescribed under various statutes, by me/us.
- ii) **The tender fee of ₹ 500/-** is deposited vide enclosed demand draft No. _____
dated _____ drawn on _____

OR

- ii) I/We have deposited tender fee of ₹ 500/-
(delete whichever is not applicable)
- iii) **The Earnest Money Deposit of ₹ 1,00,000** /-is given vide enclosed demand draft No. _____ dated _____ drawn on _____ .
- iv) On receiving the award of contract, I/We will provide a sum of ₹ **1,50,000/-** in the form of a **Bank Draft** or by way of **Bank Guarantee** in addition to the **Earnest Money Deposit of ₹ 1,00,000/-** so as to make the total **Security Money Deposit to ₹ 2,50,000/-** .
- v) I/We also understand that the Regional Director, Reserve Bank of India, Kolkata has the right to accept or reject my/our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- vi) I/We have valid registration in respect of Employees Provident Fund/Employees State Insurance/Service Tax etc. Copies of the above are enclosed herewith.

Authorised Signatory
(Name & Designation)

Details of Banker/s

Details of our Banker/s are :

	Banker 1	Banker 2
Name of the Banker		
Name of the Branch and its complete Postal Address		
Name and Job-title of the Contact Person along with his/her Telephone No (s). And Fax No (s) etc.		
Type of Account and Account No.		
Whether Credit facility/Overdraft facility enjoyed by the contractor		
The period from which the contractor has been banking with the Banker		
Any other information which the contractor may like to furnish about its Bankers :		

Authorised Signatory
(Name & designation)

FORMAT OF LETTER ACCOMPANING FINANCIAL BID

Format-II

Tender for providing Security Guards (Security Unarmed)

In response to the above and in full agreement with the terms and conditions as stipulated by you, I/We state as under :

- (i) I/We offer our services on lump sum rate of ₹ (₹
Only), per Security Guard (Security unarmed), on a monthly basis. The above rates are inclusive of all statutory payments like EPF/ESI etc. and also include relieving charges/our service charges as mentioned in the Financial Bid.
- (ii) Uniform will be supplied by me/us at my/our own cost in accordance the Terms and Conditions.

Authorised Signatory
(Name & Designation

Empanelment Part

Empanelment of contractors/agencies/service providers

(No fees for empanelment)



Reserve Bank of India
HUMAN RESOURCE MANAGEMENT DEPARTMENT
KOLKATA

Annex-I

**Application form for empanelment of contractors for the
job of deploying Sniffer Dogs services at Bank's Main Office Premises & others.**

Name of the Contractor:

Constitution (Company/Partnership/Proprietorship):

Year of commencement of above business:

Licence for the above issued by:
The Municipal authority

Licence for the above issued by:
Regional Labour Office

PF & ESI No :

PAN :

Service Tax No. :

VAT/Sales Tax No. :

Any other Licence with number:

Name (s) of the Proprietor/ :
Partners/Directors with designation and authority to make
Commitment

Complete Mailing Address :

Registered office address :

Name of the contact person :
with phone/mobile and e-mail :
Address

Name & address of the :
Principal Banker

Name & address of the :
Organisation where done the
Similar job with documentary
evidences & reference.

(Signature with seal)

Declaration

I/We declare that I/We have read and understood the Notice of empanelment issued by Reserve Bank of India, Kolkata along with the terms & conditions received separately for empanelment of deploying sniffer dogs services at Bank's Main Office Premises & others and accept the same without any modification. I/We also understood that Bank reserves the right to accept any or all of the applications without assigning any reasons.

Signature :-

Name :-

Designation :-

Stamp:

Date : -

Note :- Application complete in all respect in the above format may be submitted in Sealed Envelop super scribing ***"Application for Empanelment of Contractor for deploying sniffer dogs services at Bank's Main Office Premises & others"*** accompanied by the self attested photocopy of documents must be submitted to the Shri Salim Gangadharan , Regional Director, Reserve Bank of India, Human Resource Management Department 15, N. S. Road (6th Floor) Kolkata 700001 by 02:00 p.m. of December 05 2011 .



Reserve Bank of India
Human Resource Management Department
General terms & Conditions governing Empanelment of contractors
for deploying Sniffer Dogs Services at Main Office Premises.

1The Bank will issue request for quotation (RFQ) from the empanelled contractor/agencies for the following work as and when required specifying scope of work expected for the job during the period:

Scope of work

Providing and deploying the services of Sniffer Dogs at Bank's Main Office Premises. (02 sets comprising of 01 dog 01 trainer each) at our **Main Office Premises at 13 & 15 N. S. Road**. The persons and dogs to be deployed for the purpose should be trained and fit for the job and shall be capable of doing job diligently entrusted to them.

The persons and dogs so deployed by the contractor for the services mentioned above shall be the employee of the contractor for all intents and purpose and that the persons and dogs so deployed shall remains under the control and supervision of the contractor and in no case shall a relationship of employer and employee between the said persons and Reserve Bank of India, Kolkata implicitly or explicitly. Further, the persons should be preferably amongst the Ex- Servicemen or proper trained trainer.

On taking over the responsibilities of work assigned, the contractor shall formulate the mechanism and will duly assigned the work to its personnel in consultation with Regional Director, Reserve Bank of India Kolkata for further streamlining their system.

2. The panel is expected to remains operational for a period of 03 (three) years subject to satisfactory performance.

3. The Bank shall enter into contract with contractor for the job and for who quote / offer the lowest price for the job initially for 1(one) year and thereafter renewable (if services found satisfactory) year by year.

4The contractor shall perform the job at the agreed price and at the site allotted to them according to scope of work specified to them and subject to terms and conditions as will be specified to them from time to time and as mutually accepted

5. On entering into the understanding for contract as will be specified /allotted to them, the contractor will be required to execute **stamped agreement within 07(seven) days of** allotment of work.

Security Deposit

6. Contractor will furnish a **Performance Bank Guarantee/Security Deposit** for ₹ 25000/- (Twenty five thousand only) in the form of **Bank Guarantee /Security Deposit valid for 18 months issued by**

Scheduled commercial Bank or through Demand Draft payable to the Reserve Bank Of India, Kolkata (Interest Free).

7. The Performance Bank Guarantee /Security Deposit shall be liable to utilized for payment of due of labour or any other statutory liabilities as may arise for unpaid liability if claimed by the authorities or for breach/ non performance of contract in full or part, if any.

Rate

8. The rate quoted must be inclusive of wages of trainers, food and upkeep of the animals, Provident Fund & ESI, Bonus/Ex gratia, Uniform charges, of the trainers also administrative charges of the contractor.

9. The contractor will have to comply with stipulation **of payment of minimum wages as per Government of India rate scrupulously.**

10. There will be no escalation in the contract price during the currency of the contract on account of rise in the minimum wages of workers or cost of material and tools etc. However, Bank may consider a hike in the contract price after the conclusion of one contract and for the next contract if renewal granted and if requested for by the contractor justifying the reasons for hike and it is up to Bank discretion to accept or reject it .However the contractor shall continue to carry on the job at the old rate as for the next 02 (two) months or till hike is granted whichever is earlier.

11. The contractor will comply with stipulation of payment of minimum wages act of Government of India and also shall comply with all laws, bye-laws Regulations & Rules framed under various laws from time to time including but not limited i.e.

*The Payment of Wages Act 1936.

*The Factory Act 1948.

*The workmen Compensation Act, 1923.

*The Employees Provident Fund Act, 1952.

*The Contract Labour (Regulations & Abolition) Act 1970, Rules 971.

*The Payment of Bonus Act, 1972.

*The Payment of Gratuity Act, 1972.

*The Equal Remuneration Act 1976.

*The employees State Insurance Act, 1948

*The Industrial Dispute Act 1947.

*The Employment of Children Act, 1938

*Minimum wages Act, 1948

*Regulation of Employment & welfare Act 1969.

*The Hours of Employment of Regulations

* Animal protection Act.

* The Shop and Establishment Act

12. The Bank shall not be responsible for providing any employment benefit to the contract labours and contractor should discharge all statutory and other obligations toward the contract labours. If the contractor fails to meet with his above obligations i.e. default in PF & ESI deposit, less minimum wages etc. Bank shall be entitled to deduct /adjust from any amount payable to contractor or recover as a debt payable by the contractor, the payment, if any made by the Bank in this to the contract labour or the authorities concerned.

The contractor shall at his own cost, if required, take necessary insurance cover in respect of aforesaid services rendered to Bank.

The contractor shall remove all workers and Dogs deployed by him on termination of the contract on an expiry of contract from the premises of the Reserve Bank of India, Kolkata and ensures that no such persons create any dispute/hindrance./problem of any nature in the Bank implicitly/explicitly.

The contractor shall keep the Bank indemnified against all claims whatsoever in respect of employees deployed by the contractor, in case any employee of the contractor so deployed enter into dispute of any nature ,whatsoever, it will be the primary responsibilities of the contractor to contest the same. In case, Bank is made party and is supposed to contest the case, the Reserve Bank of India Kolkata will be reimbursed for the actual expenses incurred toward counsel fees and other expenses, which shall be paid in advance by the contractor to Bank on demand. Further, the contractor shall ensure that no financial or any other liability comes on Bank in respect of any nature whatsoever and shall keep Bank indemnified in this respect.

13. If the contractor fails to make payment of wages within the prescribed period or make short payment, the principal employer shall make payment of wages in full or the unpaid balance, as the case may be to the contract labour employed by them and recover the amount so paid from the contractor from payable or as debt payable by the contractor (Section 21(4) of the CLA)

14. Contractor should possess a valid licence issued by competent authority for engaging contract labour.

15. Contractor should possess a valid licence issued by competent authorities for undertaking the above job

.

16. It shall be the responsibility of the contractor concerned to ensure before applying for empanelment or quoting for job that they are holding all the licences/ permits and are registered with all appropriate authorities and will be able to comply with all laws and by laws. At any stage it is detected that they are unable to furnish/ submit any documents called for, will be treated as defaulter and will dealt with as of

breach of law and his name will be removed from empanelment or contract will be terminated forthwith and penalty and compensation will be levied for breach of contract.

17. Contractor will maintain all register as required by Regional Labour Commissioner or under any law and present it as and when required.

18. The contractor will engage personnel who are of sound in mind, health and amiable in disposition. The personnel employed by the contractor should possess impeccable antecedents, good moral character and honesty. They should not be under the influence of alcohol/drugs while on duty.

19. The contractor shall ensure that the persons to be engaged for the said work shall not be child labour within the meaning of "child labour" (Prohibition & Regulation) Act, 1986.

20. The contractor shall arrange to provide proper liveries to the persons deployed by them.

21. The Reliever if any shall be provided by the contractor itself to give weekly off to workers.

22. The persons to be deployed by the contractor for the work are medically fit and not suffering from infectious disease.

23. Contractor will issue laminated identity card for their staff.

24. Disbursement of wages to the contract labours shall be made in the presence of the Security officer/ Caretaker, who shall record under his signature a certificate at the end of the entries in the wage disbursement register itself.

25. Contractor thus appointed shall submit immediately to the Bank a list of persons to be deployed with name, address and photo after due verification from the police authorities of their antecedent within three months.

26. The contract may be terminated by either party by giving one month notice to each other.

27. Payment of Service Tax /any duties shall be the liability of that contractor. Bank shall not pay/ reimburse Service Tax for the above services.

28. TDS wherever applicable shall be deducted from the bill as per rules.

29. The contractor should indemnify the Bank against any claim, prosecution or action arising out of the failure of the contractor to fulfil his obligations under the Act Rules or under any other laws.

30. The contractor should have minimum 03 years experience in the respective area of work in Government / Bank / Public sector or reputed organisation and should furnish evidence for the same along with the application .Contractor for the job must not be working for RBI only but has been working for other organisations also apart from the RBI.

31. Preference will be given to contractor/agencies having base in and around Kolkata.

32. The contractor will ensure that animals so deployed are not subject to any human cruelty that may invite any action under any law for violation of protection of animals and wild life.

33. The animals so deployed should be changed at regular interval.

Documents for application

34. The following documents should be submitted along with the application for empanelment.

- * Self attested copy of valid Trade Licence
- * Self attested copies of various licences issued by the competent authorities for undertaking the above job and for doing contract business.
- * Self attested copy of PAN
- * Self attested copy of PF/ ESI registration.
- * Self attested copy of Service Tax registration.
- * Self attested copies of last three years Balance Sheet/Profit & Loss A/C duly audited by Chartered Accountant or so.
- * Clint Report (from one) as per Annex "II".
- * Banker's certificate from the contractor's bank in Annex "III"
- Company, MOA & AOA along with copy of Power of Attorney for authorised signatory.
- * Copy of Profession Tax Registration.

35. Bank reserves the right to cancelled the panel /Work order partially or wholly and modify or alter any terms & conditions in this document at its discretion and in the interest of Bank as may deemed fit , without assigning any reasons and decision of the Bank shall be final and binding. Application received after due date will summarily rejected.

36. Mere quoting the lowest rate does not guarantee awarding the contract. Bank shall while evaluating the "Cost Analysis Sheet" shall ensure that all aspect of statutory obligations have been complied with by the contractor and may call for Cost Analysis Sheet from the contractor for the rate quoted by them.

37. The payment of bill for the work done shall be arranged within 10 days of presentation of bill and after payment is made to the concerned workers and payment will be effected through NEFT mode.

Hence contractor is required to arrange for payment of wages to their workers accordingly to comply with payment of wages as per provisions of the payment of Wages Act.

38. No subletting of contract is allowed.

39. No overtime shall be paid.

40. RBI is exempted from payment of Service Tax by virtue of Notification 22//2006 dated May 31, 2006 of Government of India. Hence Bank will not pay or reimburse Service Tax to Contractors for any services rendered by them.

41. The contractor will not resort to offering, giving receiving or soliciting of anything of value or influence the action on any official of the Bank in the empanelment process or in the contract execution.

Arbitration

42. The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute arise of any kind whatsoever shall arise between Bank and bidder in connection with or arising out of contract whether during contract period or before or after completion of work abandonment or breach of contract shall be referred to and settled by sole arbitration The Regional Director Reserve Bank of India Kolkata Who shall give written award of his decision to bidder and same will final and binding on all

43. The contractor intends to apply for empanelment of deployment of Sniffer Dogs services must have all the necessary legal/statutory approval to conduct the job of deployment of sniffer dog services from competent authority.

44. All existing contractors attached to Bank and doing above job are also requested to apply afresh in the prescribed format fulfilling above criteria.

45. If any contractor is interested in applying for more than one job , he is required to apply separately for above job submitting separate Client Report and Bank' Report and will be required to furnish separate Guarantee.

48. All pages of this documents must be signed by the proprietor in case of proprietorship business or by all partners in case of partnership firm or by P/A and by Director in case of Company or by authorised person holding P/ A .with seal and should be sent together duly filled in application enclosing therein all specified documents and marking the envelope as

“Application for Empanelment of Contractors for deployment of Sniffer Dogs services at MOP”
and addressed to The Regional Director, West Bengal & Sikkim, Reserve Bank of India, Human
Resource Management Department 15, N. S. Road Kolkata 700001 and be dropped in tender box kept for the purpose in his office by not later than 2.00 pm on December 05 2011. The bank is not responsible for non-receipt of application within specified date or due time for reasons of postal delay in transit.

49. The above terms & conditions are indicative and not exhaustive. Actual terms & condition may vary and will be indicated at the time of allotment of job.

.

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE

(Can be filled and printed separately)

Name & address of the Client :

Details of works executed by Shri /M/s.....
(Name of the Contractor)

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Agreement amount (approximate are also acceptable) :
4. Details of penalties levied (indicate amount) :
If any, for non-performance or
non-adherence to terms
5. Name, address, telephone number and e-mail:
id of the authority under whom supply executed
 - a) Name & Designation :
 - b) Telephone No.(s) :
 - c) Email :
6. Comments on the capabilities of the Contractor :
 - a) Technical Proficiency :
 - b) Financial Soundness :
 - c) Adherence to timeliness :
 - d) Quality of work :
 - e) General behaviour :

The undersigned is competent to issue this certificate

BANKER'S CERTIFICATE

The Regional Director for West Bengal & Sikkim
Reserve Bank of India
Human Resource Management Department
15, Netaji Subhas Road
Kolkata – 700 001

Banker's certificate from a Scheduled Bank

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

This certificate is issued without any guarantee or responsibilities on the Bank or any of the officers.

(Signature with seal)

Date :

Name & Designation

For the Bank

Note :

1. Bankers' certificate should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.



Reserve Bank of India
HUMAN RESOURCE MANAGEMENT DEPARTMENT
KOLKATA

Annex-I

**Application form for empanelment of contractors
for General Cleaning & maintenance of Staff/Officers colonies (outside and inside) as well as cleaning & maintenance of Gymnasium of the colonies.(AMC)**

Name of the Contractor:

Constitution (Company/Partnership/Proprietorship):

Year of commencement of above business:

Licence for the above issued by:
Municipal Authority

Licence for the above issued by:
Regional Labour Office

PF & ESI No :

PAN :

Service Tax No. :

VAT/Sales Tax No. :

Any other Licence with number:

Name (s) of the Proprietor/ :
Partners/Directors with designation and authority to make Commitment

Complete Mailing Address :

Registered office address :

Name of the contact person :
with phone/mobile and e-mail :
Address

Name & address of the :
Principal Banker

Name & address of the :
Organisation where done the
Similar job with documentary
evidence & reference.

(Signature with stamp)

Declaration

I/We declare that I/We have read and understood the Notice of empanelment issued by Reserve bank of India, Kolkata along with the terms & conditions received separately for empanelment of contractor for General maintenance and up keeping (Outside & Inside) of Bank's Staff/ Officers colonies as well as for maintaining and cleaning of Gymnasium of the colonies (AMC) and accept the same without any modification. I/We also understood that Bank reserves the right to accept any or all of the applications without assigning any reasons.

Signature :-

Name :-

Designation :-

Stamp:

Date : -

Note :- Application complete in all respect in the above format may be submitted in sealed envelope super scribing **“Application for Empanelment of Contractor for General maintenance and up keeping (Outside & Inside) of Bank's Staff/ Officers colonies as well as for maintaining and cleaning of Gymnasium of the colonies (AMC)”** accompanied by the self attested photocopy of documents must be submitted to the Shri Salim Gangadharan, Regional Director, Reserve Bank of India, Human Resource Management Department (6th Floor) 15, N. S Road ,Kolkata 7000 01 by ,02.00 p.m. of 05 December , 2011.

**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
6TH FLOOR, 15, N.S. ROAD
KOLKATA – 700 001**

**Scope of work, General terms & Conditions governing Empanelment of contractors
for Cleaning & maintenance of Staff/Officers colonies (outside and inside) as well as cleaning &
maintenance of Gymnasium of the colonies.
Annual Maintenance Contract**

1. The Bank will issue request for quotation (RFQ) from the empanelled agencies/contractors for the following work as and when required specifying scope of work expected for the job during the period.

SCOPE OF WORK

At Alipore Senior Officers Colony (Site No.1) 7, New Road, Kolkata-27

According to the scope of work, the Contractor shall provide services for all blocks of Alipore officers' quarters (outside area), situated at 7, New Road, Kolkata - 700 027.

The scope of work and the scheduled to be maintained by the contractor will be as follows:-

DAILY CLEANING (7 days in a week) (outside areas)

- *Sweeping, Swabbing, mopping of all common area including stair cases.
- *Cleaning of common toilets (Acid cleaning)
- *Cleaning of road and passage surrounding the blocks
- *Cleaning of cobwebs, cleaning of fixture and fitting of common area
- *Cleaning of Parking Area, drainage etc.

MONTHLY CLEANING (once in a month) (outside areas)

In addition to the daily chores of work the contractor shall carry out a special monthly cleaning of all the above areas with liquid soap and water.

DEPLOYMENT OF SWEEPING/CLEANING AND MAINTENANCE PERSONNEL AND DUTY HOURS

The contractor shall deploy 07 numbers of sweepers/cleaners including one reliever at the above site i.e. at Alipore for performing the total job satisfactorily.

ii. Weekly cleaning of toilets/bathroom of officers flat situated at Alipore Senior Officers Colony (occupied flat only) (piece rate basis) (Approx 40 Nos., 02 in each flats)

iii. Quarterly cleaning of cobwebs, inaccessible spots, netlon mesh, fans, four times in a year at an interval of three months. (piece rate basis) (Approx 30 flats)

iv. Yearly Cleaning All other rooms once in a year. This work should be carried out in all the occupied flats apart from the quarterly cleaning. (piece rate basis) (Approx 30 flats)

v. Cleaning (Before handing over to allottee). As and when required (piece rate basis)

vi.Cleaning and maintenance of Gymnasium. 01 (one) person will be deployed for opening and closing of Gymnasium, clean the floor and fitness equipment on daily basis and to take care for equipment etc. (Morning & Evening shift).

At Ultadanga Officers' Quarters (Site No.2)

I According to the scope of work, the Contractor shall provide services for all blocks of Ultadanga Officers' quarters (outside area), situated at Ultadanga, Kolkata.

The scope of work and the scheduled to be maintained by the contractor will be as follows :-

DAILY CLEANING (7 days in a week) (outside areas)

- *Sweeping, Swabbing, mopping of all common area including stair cases.
- *Cleaning of common toilets (Acid cleaning)
- *Cleaning of road and passage surrounding the blocks
- *Cleaning of cobwebs, cleaning of fixture and fitting of common area
- *Cleaning of Parking Area, drainage etc.

MONTHLY CLEANING (once in a month) (outside areas)

In addition to the daily chores of work the contractor shall carry out a special monthly cleaning of all the above areas with liquid soap and water.

DEPLOYMENT OF SWEEPING/CLEANING AND MAINTENANCE PERSONNEL AND DUTY HOURS

The contractor shall deploy 07 Nos.of sweepers/cleaners including one reliever at the above site i.e. at Ultadanga for performing the total job satisfactorily.

ii. Weekly cleaning of toilets/bathroom of officers flat situated at Ultadanga Officers Quarters (occupied flat only) (piece rate basis) (Approx 75 flats)

iii.Quarterly cleaning of cobwebs, inaccessible spots, netlon mesh, fans, four times in a year at an interval of three months. (piece rate basis) (Approx 75 flats)

iv.Yearly Cleaning All other rooms once in a year. This work should be carried out in all the occupied flats apart from the quarterly cleaning. (piece rate basis) (Approx 75 flats)

v.Cleaning (Before handing over to allottee). As and when required (piece rate basis)

vi.Cleaning and maintenance of Gymnasium. 01 (one) person will be deployed for opening and closing of Gymnasium, clean the floor and fitness equipment on daily basis and to take care for equipment etc. (Morning & Evening shift duty).

At Dover Lane Staff Quarters (Site No.3), 16/5, Dover Lane, Kolkata - 29

(A, B & C officers Blocks only)

I According to the scope of work, the Contractor shall provide services for all blocks of S.P. Colony Staff quarters (outside area), situated at 16/5, Dover Lane,Kolkata-700 029.

The scope of work and the scheduled to be maintained by the contractor will be as follows :-

DAILY CLEANING (7 days in a week) (outside areas)

- *Sweeping, Swabbing, mopping of all common area including stair cases.
- *Cleaning of common toilets (Acid cleaning)

- *Cleaning of road and passage surrounding the blocks
- *Cleaning of cobwebs, cleaning of fixture and fitting of common area
- *Cleaning of Parking Area, drainage etc.

MONTHLY CLEANING (once in a month) (outside areas)

In addition to the daily chores of work the contractor shall carry out a special monthly cleaning of all the above areas with liquid soap and water.

DEPLOYMENT OF SWEEPING/CLEANING AND MAINTENANCE PERSONNEL AND DUTY HOURS

The contractor shall deploy 06 Nos.of sweepers/cleaners including one reliever at the above site i.e. at 16/5, Dover Lane, Kolkata for performing the total job satisfactorily.

ii. Weekly cleaning of toilets/bathroom of officers flat situated at Dover Lane Quarters (occupied flat only) (piece rate basis) (Approx 45 flats)

iii.Quarterly cleaning of cobwebs, inaccessible spots, netlon mesh, fans, four times in a year at an interval of three months. (piece rate basis) (Approx 45 flats)

iv.Yearly Cleaning All other rooms once in a year. This work should be carried out in all the occupied flats apart from the quarterly cleaning. (piece rate basis) (Approx 45 flats)

v.Cleaning (Before handing over to allottee). As and when required (piece rate basis)

vi.Dover Lane Staff Quarters (D Block only).

Half Yearly Cleaning of Quarters Cleaning of cobwebs, inaccessible spots, netlon mesh, fans of only occupied flat (piece rate basis) (Approx 15 flats).

At Salt Lake Staff Quarters (Site No.4), Sector-III, L.B.Block, Salt-Lake

I According to the scope of work, the Contractor shall provide services for all blocks of Salt Lake Staff quarters (outside area), situated at Sector-III, Salt Lake, Kolkata.

The scope of work and the scheduled to be maintained by the contractor will be as follows :-

DAILY CLEANING (7 days in a week) (outside areas)

- *Sweeping, Swabbing, mopping of all common area including stair cases.
- *Cleaning of common toilets (Acid cleaning)
- *Cleaning of road and passage surrounding the blocks
- *Cleaning of cobwebs, cleaning of fixture and fitting of common area
- *Cleaning of Parking Area, drainage etc.

MONTHLY CLEANING (once in a month) (outside areas)

In addition to the daily chores of work the contractor shall carry out a special monthly cleaning of all the above areas with liquid soap and water.

DEPLOYMENT OF SWEEPING/CLEANING AND MAINTENANCE PERSONNEL AND DUTY HOURS

The contractor shall deploy 07 Nos.of sweepers/cleaners including one reliever at the above site i.e. at Salt Lake for performing the total job satisfactorily.

At Dum-Dum Staff Quarters (Site No.4), (Phase-I & II), iB, B.K. Paul Lane, Kolkata - 30

Half Yearly Cleaning of Quarters Cleaning of cobwebs, inaccessible spots, netlon mesh, fans of only occupied flat (piece rate basis) (Approx 150 flats).

2. The panel is expected to remain operational for a period of **03 (three) years** subject to satisfactory performance.
3. The Bank shall enter into contract with contractors for the job for all sites who quote/offer the lowest price for the job initially for 1 (one) year and thereafter renewable (if services found satisfactory) year by year.
4. The contractor shall perform the job at the agreed price and at the agreed site allotted to them according to scope of work specified to them and subject to terms and conditions as will be specified to them from time to time and as mutually accepted.
5. The Bank may allot all job of above of one site to one contractor for similar nature of work but may split the job among the different contractors, if any, think fit.
6. On entering into the understanding for contract as will be specified/allotted to them, the contractor will be required to execute **stamped agreement within 07 (seven) days of** allotment of work.

Security Deposit

7. Contractor will furnish a **Performance Bank Guarantee/Security Deposit for ₹ 1,00,000/- (₹ one lac only) in the form of Bank Guarantee/Security Deposit valid for 18 months issued by Scheduled commercial Bank or through Demand Draft payable to the Reserve Bank of India, Kolkata (Interest Free) (For each site)**
8. The Performance Bank Guarantee/Security Deposit shall be liable to be utilized for payment of due of labour or any other statutory liabilities as may arise for unpaid liability if claimed by the authorities or breach/non performance of contract in full or part, if any.

Rate

9. The rate quoted must be inclusive of wages, material, tools and implements as also Provident Fund & ESI, Bonus/Ex gratia, Uniform charges, and administrative charges of the contractor.
10. The cleaning material & chemical agent as also tolls for cleaning to be used must be branded one as will be specified. The contractor shall use floor duster, table duster, yellow duster, glass duster, white napkin, black phenyl, white phenyl, soft broom, hard broom, plastic broom, Mop wet and dry, floor wiper, odopic, vim bar, odonil, kiwi drainer, bucket, room freshner, colin, acid, washing powder, toilet brush, plastic dustbin, naphthalene ball, carpet brush, toilet pump, floor brush, dettol liquid, baygon spray etc. The contractor will provide to each and every flat of the colonies and to the dispensary etc. one Eco-Friendly Disposable Garbage bags one for dry and one for wet garbage (20*24) on daily basis. The contractor will use his own equipment, tools, such as cart, trolleys, bucket, mugs, machines i.e. Vacuum Cleaner, floor

cleaning machine, sofa cleaning machines, carpet cleaner machine and water sprayer machines etc.

11. There will be no escalation in the contract price during the currency of the contract on account of rise in the minimum wages of workers or cost of material and tools etc. However, Bank may consider a hike in the contract price after the conclusion of one contract and for the next contract if renewal granted and if requested for by the contractor justifying the reasons for hike and it is up to Bank discretion to accept or reject it. However, the contractor shall continue to carry on the job at the old rate as for the next 02 (two) months or till hike is granted whichever is earlier.
12. The contractor will comply with stipulation of payment of minimum wages Act of Government of India as also shall comply with all laws, bye-laws Regulations & Rules framed under various laws from time to time including but not limited i.e.

*The payment of Wages Act, 1936

*The Factory Act, 1948

*The Workmen Compensation Act, 1923

*The Employees Provident Fund Act, 1952

*The Contract Labour (Regulation & Abolition) Act, 1970, Rules 1971

*The payment of Bonus Act, 1972

*The Payment of Gratuity Act, 1972

*The Equal Remuneration Act, 1976

*The Employees' State Insurance Act, 1948

*The Industrial Dispute Act, 1947

*The Employment of Children Act, 1938

*Minimum Wages Act, 1948

*Regulation of Employment & Welfare Act, 1969

*The Hours of Employment Regulations

13. The Bank shall not be responsible for providing any employment benefit to the contract labours and contractor should discharge all statutory and other obligations toward the contract labours. If the contractor fails to meet with his above obligations i.e. default in PF & ESI deposit, less minimum wages etc. Bank shall be entitled to deduct/adjust from any amount payable to contractor or recover as a debt payable by the contractor, the payment, if any made by the Bank in this to the contract labour or the authorities concerned.
14. If the contractor fails to make payment of wages within the prescribed period or make short payment, the principal employer shall make payment of wages in full or the unpaid balance, as the case may be to the contract labour employed by them and

recover the amount so paid from the contractor from payable or as debt payable by the contractor (Section 21 (4) of the CLA).

15. Contractor should possess a valid licence issued by competent authority for engaging contract labour.
16. It shall be the responsibility of the contractor concerned to ensure before applying for empanelment or quoting for job that they are holding all the licences/permits and are registered with all appropriate authorities and will be able to comply with all laws and by laws. At any stage it is detected that they are unable to furnish/submit any documents called for, will be treated as defaulter and will be dealt with as of breach of contract and his name will be removed from empanelment or contract will be terminated forthwith and penalty and compensation will be levied for breach of contract.
17. Contractor will maintain all register as required by Regional Labour Commissioner or under any law and present it as and when required.
18. The contractor will engage personnel who are of sound in mind, health and amiable in disposition. The personnel employed by the contractor should possess impeccable antecedents, good moral character and honesty. They should not be under the influence of alcohol/drugs while on duty.
19. The contractor shall ensure that the persons to be engaged for the said work shall not be child labour within the meaning of **“child labour” (Prohibition & Regulation) Act, 1986.**
20. The contractor shall arrange to provide proper liveries to the staff for above work.
21. The Reliever if any shall be provided by the contractor itself to give weekly off to workers.
22. The persons to be deployed by the contractor for the work are medically fit and not suffering from infectious disease.
23. Contractor will issue laminated identity card for their staff.
24. Disbursement of wages to the contract labours shall be made in the presence of the Security Officer/Caretaker, who shall record under his signature a certificate at the end of the entries in the wage disbursement register itself.
25. Contractor thus appointed shall submit immediately to the Bank a list of persons to be deployed with name, address and photo after due verification from the police authorities of their antecedent within three months.
26. The contract may be terminated by either party by giving one month notice to each other.
27. Payment of Service Tax/any duties shall be the liability of that contractor. Bank shall not pay/reimburse Service Tax for the above services.

28. TDS wherever applicable shall be deducted from the bill as per rules.
29. The contractor should indemnify the Bank against any claim, prosecution or action arising out of the failure of the contractor to fulfil his obligations under the Act Rules or under any other laws.
30. The contractor should have minimum 05 years experience in the field of above business in Government/Bank/Public sector or reputed organisation and should furnish evidence for the same along with the application. Contractor for the job must not be working for RBI only but has been working for other organisations also apart from the RBI.
31. Preference will be given to contractor/agencies having base in and around Kolkata.

Documents for application

32. The following documents should be submitted along with the application for empanelment.

#Self attested copy of valid Trade Licence/shop and establishment licence

#Self attested copies of various licences issued by the competent authorities for undertaking the above job

#Self attested copy of PAN

#Self attested copy of PF & ESI registration

#Self attested copy of Service Tax registration

#Self attested copies of last three Balance Sheet/Profit & Loss A/C duly audited by Chartered Accountant or so.

#Clint Report (from one) as per Annex-“II”

#Banker's certificate from the contractor's bank in Annex-“III”

#In case of company **MOA & AOA along with copy of Power of Attorney for authorised signatory**

#Self attested copy of licence from for carrying contract labour work from Ministry of Labour & Employment (Labour Commissioner Central)

#Self attested copy of profession Tax Registration.

33. Bank reserve the right to cancelled the panel/Work order partially or wholly and modify or alter any terms & conditions in this document at its discretion and in the interest of Bank as may deemed fit, without assigning any reasons and decision of the Bank shall be final and binding. Application received after due date will summarily rejected.
34. Mere quoting the lowest rate does not guarantee awarding the contract. Bank shall while evaluating the “Cost Analysis Sheet” shall ensure that all aspect of statutory

obligations have been complied with by the contractor and may call for Cost Analysis Sheet from the contractor for the rate quoted by them.

35. The payment of bill for the work done shall be arranged within 10 days of presentation of bill and after payment is made to the concerned workers and payment will be effected through NEFT mode. Hence contractor is required to arrange for payment of wages to their workers accordingly to comply with payment of wages as per provisions of the payment of Wages Act.
36. No subletting of contract is allowed.
37. No overtime shall be paid.
38. RBI is exempted from payment of Service Tax by virtue of Notification 22/2006 dated May 31, 2006 of Government of India, hence Bank will not pay or reimburse Service Tax to contractors for any services rendered by them.
39. The contractor will not resort to offering, giving receiving or soliciting of anything of value or influence the action on any official of the Bank in the empanelment process or in the contract execution.
40. The contractor will display a notice board in work site showing the rate and date payment etc.as required in para 81 (1) of the rules framed under the Contract Labour (regulation & abolition) Act, 1970.

Arbitration

41. The contract is based on mutual trust and confidence. Both the parties agree to carry the assignment in good faith. If any dispute arise of any kind whatsoever or shall arise between Bank and bidder in connection with or arising out of contract, whether during contract period or before or after completion of work abandonment or breach of contract, shall be referred to and settled by sole arbitration. The Regional Director, Reserve Bank of India, Kolkata, who is the arbitrator shall give written award of his decision to bidder and same will final and binding on all.
42. The contractor intend to apply for empanelment must have executed single contract of value no less than ₹ 05 lacs. Their annual turnover should be over of ₹ 20 lacs.
43. All existing contractors attached to Bank and doing above job is also required to apply afresh in the prescribed format full filling above criteria.
44. If any contractor is interested in applying for more than one job i.e.for security business and also for House Keeping, he is required to apply separately for above job submitting separate Client Report and Bank Report and will be required to furnish separate Guarantee.

How to apply

45. All pages of this documents must be signed by the proprietor in case of proprietorship business or by all partners in case of partnership firm or by P/A and by Director in case of Company or by authorised person holding P/A with seal and should be sent together duly filled in application enclosing therein all specified documents and marking the envelope as “Application for Empanelment of Contractors for Cleaning & Maintenance of Staff/Officer colonies (inside & outside) as also for cleaning & maintenance of Gymnasium” and addressed to The Regional Director, West Bengal & Sikkim, Reserve Bank of India, 15, N.S. Road, Kolkata – 700 001 and be dropped in tender box kept for the purpose in his office by not later than 2.00 p.m. on December 05 2011. The bank is not responsible for non-receipt of application within specified date or due time for reasons of postal delay in transit.

46. The above terms & conditions are indicative only and not exhaustive. Actual terms & conditions may vary from job to job and place of work and will be indicated at the time of allotment of job.

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE
(Can be filled and printed separately)

Name & address of the Client :

Details of works executed by Shri /M/s.....
(Name of the Contractor)

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Agreement amount (approximate are also acceptable) :
4. Details of penalties levied (indicate amount) :
If any, for non-performance or
non-adherence to terms
5. Name, address, telephone number and e-mail:
id of the authority under whom supply executed
 - a) Name & Designation :
 - b) Telephone No. (s) :
 - c) Email :
6. Comments on the capabilities of the Contractor :
 - a) Technical Proficiency :
 - b) Financial Soundness :
 - c) Adherence to timeliness :
 - d) Quality of work :
 - e) General behaviour :

The undersigned is competent to issue this certificate

BANKER'S CERTIFICATE

The Regional Director for West Bengal & Sikkim
Reserve Bank of India
Human Resource Management Department
15, Netaji Subhas Road
Kolkata – 700 001

Banker's certificate from a Scheduled Bank

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

This certificate is issued without any guarantee or responsibilities on the Bank or any of the officers.

(Signature with seal)

Date :

Name & Designation

For the Bank

Note :

1. Bankers' certificate should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.



Reserve Bank of India
HUMAN RESOURCE MANAGEMENT DEPARTMENT
KOLKATA

Annex-I

**Application form for empanelment of contractors for Up keep and Maintenance of VOFs/THHs/Dining Hall and
Providing Catering Services etc. at Staff Quarters' Salt Lake Kolkata.**

Name of the Contractor:

Constitution (Company/Partnership/Proprietorship):

Year of commencement of above business:

Licence for the above issued by:
The Municipal authority

Licence for the above issued by:
Regional Labour Office

PF & ESI No :

PAN :

Service Tax No. :

VAT/Sales Tax No. :

Any other Licence with number:

Name (s) of the Proprietor/ :
Partners/Directors with designation and authority to make
Commitment

Complete Mailing Address :

Registered office address :

Name of the contact person :
with phone/mobile and e-mail :
Address

Name & address of the :
Principal Banker

Name & address of the :
Organisation where done the
Similar job with documentary
evidence & reference.

(Signature with seal)

Declaration

I/We declare that I/We have read and understood the Notice of empanelment issued by Reserve Bank of India, Kolkata along with the terms & conditions received separately for empanelment of Up keep and Maintenance of VOFs/THHs/Dining Hall and Providing Catering Services etc. at Staff Quarters', Salt Lake Kolkata and accept the same without any modification. I/We also understood that Bank reserves the right to accept any or all of the applications without assigning any reasons.

Signature :-

Name :-

Designation :-

Stamp:

Date : -

Note :- Application complete in all respect in the above format may be submitted in sealed envelope super scribing ***“Application for Empanelment of Contractor for Up keep and Maintenance of VOFs/THHs/THHs and Providing Catering Services etc. at Salt Lake staff quarters , Salt Lake Kolkata*** along with attested photocopy of documents must be submitted to the Shri Salim Gangadharan Regional Director, Reserve Bank of India, Human Resource Management Department 15, N S Road (6th Floor) Kolkata 700001 by .December 05 , 2011.



Reserve Bank of India
Human Resource & Management Department
15, N S Road , (6th Floor), Kolkata-700001

General terms & conditions governing Empanelment of Contractors
for Up keep and Maintenance of VOFs/THHs/ Dining Hall etc. as also for providing Catering Services at
Salt Lake

The Bank will issue request for quotation (RFQ) from the empanelled contractors/agencies for the following work as and when required specifying scope of work expected for the job during the period:

Scope of work

Providing Up keep and Maintenance of Visiting Officers Flats/Transit Holiday Home/Dining Hall (consisting of 04 rooms of big size 04 baths one big drawing cum Dining Hall) and providing Catering services at our Salt Lake Staff Qtrs. Sector III Kolkata (by providing 04 persons , 02 Un-skilled and 02 semi-skilled) and includes.

- Cleaning of walls, floors, cooking platform, toilets, electrical equipment and fans etc
- Cleaning of linens/curtains
- Receiving the guests on their arrival and provide them accommodation and facilities.
- Maintaining Visitors Register.
- Keeping rooms/beds in a state of "Ready for Occupation".
- Cooking of all major meals and snacks.
- Supervising and taking care of the Guests House as caretaker.
- Operation, maintenance and supervision of kitchen and Dining Hall
- Supply of welcome kits, mineral water newspapers, tea/coffee etc.

* All guests on arrival should be provided with a welcome kit

* The front office attendant should be experience in hospitality and fluent in English, Hindi and Bengali

*All staff should be courteous polite and must wear uniform and name plate badge

* Contractor staff should arrange of porting of luggage to fro from gate to rooms and vice versa.

* Contractor staff has to obtain feedback from the visitors and it should be submitted to Bank.

*Contractor will maintain internet connection to the PC and also DTH/Cable connection, the cost which will be reimbursed by the Bank.

*Laundry services to be provided to the guest on payment (the rate will be decided by the Bank.)

*First Aid kit should be made available at the reception

*Contractor should ensure that all electrical, plumbing, furniture and linen etc are always in proper condition

* Contractor should be responsible for cleanliness in rooms, kitchen, Dining Hall and common passage including surrounding.

- * Food served will be North / South Indian and continental (Bank will provide Crockery items, electricity Refilling charge of Gas Cylinder. @ All cleaning materials of branded will be provided by the contractor.
- * Contractor will provide all cleaning tools and implements like brooms and swab etc.
- * Contractor will be responsible for maintaining all electrical, plumbing items in good condition and report for repairing promptly if found not working. Ensures that TVs, Fridges, AC, Water pump Toilet cisterns doors latches bulb, tubes and fans are in working conditions.

(Note.1.Maintenance of electrical, plumbing carpentry installations in the rooms and kitchen/Dining Hall is the responsibility of Bank. 2. Provision / supply of welcome kits, mineral water, newspapers, tea/coffee etc .will be reimbursed by the Bank to contractor)

- * The panel is expected to remains operational for a period of 03 (three) years subject to satisfactory performance.

*The Bank shall enter into contract with contractor for the job and for who quote / offer the lowest price for the job initially for 1(one) year and thereafter renewable (if services found satisfactory) year by year.

*The contractor shall perform the job at the agreed price and at the site allotted to them according to scope of work specified to them and subject to terms and conditions as will be specified to them from time to time and as mutually accepted

* On entering into the understanding for contract as will be specified /allotted to them, the contractor will be required to execute **stamped agreement within 07(seven) days of** allotment of work.

Security Deposit

* Contractor will furnish a **Performance Bank Guarantee/Security Deposit** for ₹. 25000/- (Twenty five thousand only) in the form of **Bank Guarantee /Security Deposit valid for 18 months issued by Scheduled commercial Bank or through Demand Draft payable to the Reserve Bank Of India, Kolkata (Interest Free).**

* The Performance Bank Guarantee /Security Deposit shall be liable to utilized for payment of due of labour or any other statutory liabilities as may arise for unpaid liability if claimed by the authorities or breach/ non performance of contract in full or part, if any.

Rate

* The rate quoted must be inclusive of wages, materials, and uniform charges, tools, Provident Fund & ESI, Bonus/Ex gratia, utensils and gas burner etc. also administrative charges of the contractor. The price quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, work contract tax, value added tax. No separate claim will be entertained by the Bank. RBI is exempted from Service Tax, hence no service taxes will be payable.

* The contractor will have to comply with stipulation of payment of minimum wages as per Government of India rate scrupulously.

* There will be no escalation in the contract price during the currency of the contract on account of rise in the minimum wages of workers or cost of material and tools etc. However, Bank may consider a hike in the contract price after the conclusion of one contract and for the next contract if renewal granted and if requested for by the contractor justifying the reasons for hike and it is up to Bank discretion to accept or reject it .However, The contractor shall continue to carry on the job at the old rate as for the next 02 (two) months or till hike is granted whichever is earlier.

* The contractor will comply with stipulation of payment of minimum wages act of GOI and also shall comply with all laws, bye-laws Regulations & Rules framed under various laws from time to time including but not limited i.e.

- The Payment of Wages Act 1936.
- The Factory Act 1948.
- The workmen Compensation Act, 1923.
- The Employees Provident Fund Act, 1952.
- The Contract Labour (Regulations & Abolition) Act 1970, Rules 971.
- The Payment of Bonus Act, 1972.
- The Payment of Gratuity Act, 1972.
- The Equal Remuneration Act 1976.
- The employees State Insurance Act, 1948
- The Industrial Dispute Act 1947.
- The Employment of Children Act, 1938
- Minimum wages Act, 1948
- Regulation of Employment & welfare Act 1969.
- The Hours of Employment of Regulations

* The Bank shall not be responsible for providing any employment benefit to the contract labours and contractor should discharge all statutory and other obligations toward the contract labours. If the contractor fails to meet with his above obligations i.e. default in PF & ESI deposit, less minimum wages etc. Bank shall be entitled to deduct /adjust from any amount payable to contractor or recover as a debt payable by the contractor, the payment, if any made by the Bank in this to the contract labour or the authorities concerned.

* If the contractor fails to make payment of wages within the prescribed period or make short payment, the principal employer shall make payment of wages in full or the unpaid balance, as the case may be to the contract labour employed by them and recover the amount so paid from the contractor from payable or as debt payable by the contractor (Section 21(4) of the CLA)

Insurance

The successful contractor shall take "All risk policy" for the contract value and "Workmen Compensation Policy" for the workers engaged in the work. They shall indemnify the Bank for any loss or damaged that occurs to persons or building or third party during the period of contract. If the

contractor does not provide these policies, the Bank reserves the right to recover the cost or damage from the bill of the contractor.

- * Contractor should possess a valid licence issued by competent authority for engaging contract labour.

- * Contractor should possess a valid licence issued by competent authorities for undertaking the above job

- * It shall be the responsibility of the contractor concerned to ensure before applying for empanelment or quoting for job that they are holding all the licences/ permits and are registered with all appropriate authorities and will be able to comply with all laws and by

4laws. At any stage it is detected that they are unable to furnish/ submit any documents called for, will be treated as defaulter and will be dealt with as of breach of law and his name will be removed from empanelment or contract will be terminated forthwith and penalty and compensation will be levied for breach of contract.

- * Contractor will maintain all register as required by Regional Labour Commissioner or under any law and present it as and when required.

- * The contractor will engage personnel who are of sound in mind, health and amiable in disposition. The personnel employed by the contractor should possess impeccable antecedents, good moral character and honesty. They should not be under the influence of alcohol/drugs while on duty.

- * The contractor shall ensure that the persons to be engaged for the said work shall not be child labour within the meaning of “child labour” (Prohibition & Regulation) Act, 1986.

- * The contractor shall arrange to provide proper liveries to the persons deployed by them.

- * The Reliever if any shall be provided by the contractor itself to give weekly off to workers.

- * The persons to be deployed by the contractor for the work are medically fit and not suffering from infectious disease.

- * Contractor will issue laminated identity card for their staff.

- * Disbursement of wages to the contract labours shall be made in the presence of the Security officer/ Caretaker, who shall record under his signature a certificate at the end of the entries in the wage disbursement register itself.
- * Contractor thus appointed shall submit immediately to the Bank a list of persons to be deployed with name, address and photo after due verification from the police authorities of their antecedent within three months.
- * The contract may be terminated by either party by giving one month notice to each other.
- * Payment of Service Tax /any duties shall be the liability of that contractor. Bank shall not pay/ reimburse Service Tax for the above services.
- * TDS wherever applicable shall be deducted from the bill as per rules.
- * The contractor should indemnify the Bank against any claim, prosecution or action arising out of the failure of the contractor to fulfil his obligations under the Act Rules or under any other laws.
- * The contractor should have minimum 03 years experience in the respective area of work in Government / Bank / Public sector or reputed organisation and should furnish evidence for the same along with the application .Contractor for the job must not be working for RBI only but has been working for other organisations also apart from the RBI. Annual turnover should be minimum Rs. 5.00 lakhs for the last 03 years.
- * Preference will be given to contractor/agencies having base in and around Kolkata.
- * The contractor will use branded chemical/materials for the cleaning.
- * The Bank will reimburse cost of one commercial gas cylinder per month. Foods served to guest will be charged separately as per approved rate.

Documents for application

- * The following documents should be submitted along with the application for empanelment.
 - Self attested copy of valid Trade Licence
 - Self attested copies of various licences issued by the competent authorities for undertaking the above job and for doing contract business.
 - Self attested copy of PAN
 - Self attested copy of PF/ ESI registration.
 - Self attested copy of Service Tax registration.
 - Self attested copies of last three years Balance Sheet/Profit & Loss A/C duly audited by Chartered Accountant.
 - Clint Report (from one) as per Annex "II".
 - Banker's certificate from the contractor's bank in Annex "III"
 - In case of company, MOA & AOA along with copy of Power of Attorney for authorised signatory.-
 - Copy of Profession Tax Registration.

* Bank reserve the right to cancelled the panel /Work order partially or wholly and modify or alter any terms & conditions in this document at its discretion and in the interest of Bank as may deemed fit , without assigning any reasons and decision of the Bank shall be final and binding. Application received after due date will summarily rejected.

* Mere quoting the lowest rate does not guarantee awarding the contract. Bank shall while evaluating the "Cost Analysis Sheet." shall ensure that all aspect of statutory obligations have been complied with by the contractor and may call for Cost Analysis Sheet from the contractor for the rate quoted by them.

* The payment of bill for the work done shall be arranged within 10 days of presentation of bill and after payment is made to the concerned workers and payment will be effected through NEFT mode. Hence contractor is required to arrange for payment of wages to their workers accordingly to comply with payment of wages as per provisions of the payment of Wages Act.

* No subletting of contract is allowed.

* No overtime shall be paid.

* The contractor will make fire arrangement to safeguard the life and property on site

* The contractor will not resort to offering, giving receiving or soliciting of anything of value or influence the action on any official of the Bank in the empanelment process or in the contract execution.

Arbitration

* The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute arise of any kind whatsoever shall arise between Bank and bidder in connection with or arising out of contract whether during contract period or before or after completion of work abandonment or breach of contract shall be referred to and settled by sole arbitration The Regional Director Reserve Bank of India Kolkata or his representative, who shall give written award of his decision to bidder and same will final and binding on all.

* All existing contractors attached to Bank and doing above job are also requested to apply afresh in the prescribed format full filling above criteria.

* If any contractor is interested in applying for more than one job, he is required to apply separately for above job submitting separate Client Report and Bank' Report and will be required to furnish separate Guarantee.

All pages of this documents must be signed by the proprietor in case of proprietorship business or by all partners in case of partnership firm or by P/A and by Director in case of Company or by authorised person holding P/ A .with seal and should be sent together duly filled in application enclosing therein all specified documents and marking the envelope as

“Application for Empanelment of Contractors for Upkeep and Maintenance of VOFs/THHs/Dining Hall at Salt Lake Staff Qtrs.” and addressed to The Regional Director, West Bengal & Sikkim, Reserve Bank of India, 15, N. S. Road, Kolkata 700001 and be dropped in tender box kept for the purpose in his office by not later than 02.00 pm on December 05, 2011=.The bank is not responsible for non-receipt of application within specified date or due time for reasons of postal delay in transit.

The above terms & conditions are only indicative and not exhaustive. Actual terms & condition may vary and will be indicated at the time of allotment of job.



Reserve Bank of India
HUMAN RESOURCE MANAGEMENT DEPARTMENT
KOLKATA

Annex-I

Application form for empanelment of contractors for the
Job of General Maintenance and up keeping of Bank's Trainees flat at Salt Lake

Name of the Contractor:

Constitution (Company/Partnership/Proprietorship):

Year of commencement of above business:

Licence for the above issued by:
Municipal authority

Licence for the above issued by:
Regional Labour Office

PF & ESI No :

PAN :

Service Tax No. :

VAT/Sales Tax No. :

Any other Licence with number:

Name (s) of the Proprietor/ :
Partners/Directors with designation and authority to make
Commitment

Complete Mailing Address :

Registered office address :

Name of the contact person :
with phone/mobile and e-mail :
Address

Name & address of the :
Principal Banker

Name & address of the :
Organisation where done the
Similar job with documentary
Evidence & reference.

(Signature with stamp)

Declaration

I/We declare that I/We have read and understood the Notice of empanelment issued by Reserve bank of India, Kolkata along with the terms & conditions received separately for empanelment of General maintenance and up keeping of Bank's Trainees flats at Salt Lake and accept the same without any modification. I/We also understood that Bank reserves the right to accept any or all of the applications without assigning any reasons.

Signature :-

Name :-

Designation :-

Stamp:

Date : -

Note :- Application complete in all respect in the above format may be submitted in sealed envelope super scribing "**Application for Empanelment of Contractor for General maintenance and up keeping of Bank's Trainees flats at Salt Lake**" accompanied by the self attested photocopy of documents must be submitted to the Shri Salim Gangadharan, Regional Director, Reserve Bank of India, Human Resource Management Department (6th Floor) 15 , N. S Road, Kolkata 7000 01 by 02:00 p.m.of December 05 2011..



Reserve Bank of India
Human Resource & Management Department

General terms & Conditions governing Empanelment of contractors
for Up keep and Maintenance of Trainees flats/Medical Flats/ VOFs/Gymnasium Club. at Salt
Lake Staff Qtrs., Kolkata

1The Bank will issue request for quotation (RFQ) from the empanelled contractors/agencies for the following work as and when required specifying scope of work expected for the job during the period:

Scope of work

Providing Up keep and Maintenance of Trainees Flats/Medical Flats/Gymnasium at our Salt-Lake Staff Qtrs. (by providing 03 persons both Semi-skilled and Un-skilled) Kolkata and includes.

- Cleaning of walls, floors, cooking platform, toilets, electrical equipment and fans etc
 - Cleaning of linens/curtains
 - Receiving the guests on their arrival and provide them accommodation and facilities.
 - Maintaining Visitors Register.
 - Keeping rooms/beds in a state of "Ready for Occupation".
 - **Cooking of all major meals and snacks.**
 - Supervising and taking care of the Guests House as caretaker.
 - Cleaning and maintenance of Gymnasium and equipments with appropriate agents and attending to practicer.
- * All Trainees on arrival should be provided with a welcome kit
- * The front office attendant should be experience in hospitality and fluent in English, Hindi and Bengali
- *All staff should be courteous polite and must wear uniform and name plate badge
- * Contractor staff should arrange of porting of luggage to fro from gate to rooms and vice versa.
- * Contractor staff has to obtain feedback from the Trainees and it should be submitted to Bank.
- *Contractor will maintain internet connection to the PC and also DTH/Cable connection, the cost which will be reimbursed by the Bank.
- *Laundry services to be provided to the guest on payment of the rate will be decided by the Bank.
- *First Aid kit should be made available at the reception
- *Should ensure that all electrical, plumbing, furniture and linen etc are always in proper condition
- * should be responsible for cleanliness in rooms, kitchen, Dining Hall and common passage including surrounding.
- * Food served will be North / South Indian and continental.(Bank will provide Crockery items, electricity Refilling charge of Gas Cylinder.
- * All cleaning materials of branded will be provided by the contractor.
- * Contractor will provide all cleaning tools and implements like brooms and swab etc.

* Contractor will be responsible for maintaining all electrical, plumbing items in good condition and report for repairing promptly if found not working. Ensures that TVs, Fridges, AC, Water pump Toilet cisterns doors latches bulb, tubes and fans are in working conditions.

(Note.1.Maintenance of electrical, plumbing carpentry installations in the rooms and kitchen/Dining Hall is the responsibility of Bank. 2. Provision / supply of welcome kits, mineral water, newspapers, tea/coffee etc .will be reimbursed by the Bank to contractor)

2. The panel is expected to remains operational for a period of 03 (three) years subject to satisfactory performance.

3. The Bank shall enter into contract with contractor for the job and for who quote / offer the lowest price for the job initially for 1(one) year and thereafter renewable (if services found satisfactory) year by year.

4The contractor shall perform the job at the agreed price and at the site allotted to them according to scope of work specified to them and subject to terms and conditions as will be specified to them from time to time and as mutually accepted

5. On entering into the understanding for contract as will be specified /allotted to them, the contractor will be required to execute **stamped agreement within 07(seven) days of** allotment of work.

Security Deposit

6. Contractor will furnish a **Performance Bank Guarantee/Security Deposit** for ₹. 30000/- (Thirty thousand only) in the form of **Bank Guarantee /Security Deposit valid for 18 months issued by Scheduled commercial Bank or through Demand Draft payable to the Reserve Bank of India, Kolkata (Interest Free).**

7. The Performance Bank Guarantee /Security Deposit shall be liable to utilized for payment of due of labour or any other statutory liabilities as may arise for unpaid liability if claimed by the authorities or breach/ non performance of contract in full or part, if any.

Rate

8. The rate quoted must be inclusive of wages, cleaning materials, uniform charges, tools, Provident Fund & ESI, Bonus/Ex gratia, utensils and gas burner etc. also administrative charges of the contractor.

9. The contractor will have to comply with stipulation of payment of minimum wages as per Government of India rate scrupulously.

10. There will be no escalation in the contract price during the currency of the contract on account of rise in the minimum wages of workers or cost of material and tools etc. However, Bank may consider a hike in the contract price after the conclusion of one contract and for the next contract if renewal granted and if requested for by the contractor justifying the reasons for hike and it is up to Bank

discretion to accept or reject it .However, The contractor shall continue to carry on the job at the old rate as for the next 02 (two) months or till hike is granted whichever is earlier.

11. The contractor will comply with stipulation of payment of minimum wages act of GOI and also shall comply with all laws, bye-laws Regulations & Rules framed under various laws from time to time including but not limited i.e.

*The Payment of Wages Act 1936.

*The Factory Act 1948.

*The workmen Compensation Act, 1923.

*The Employees Provident Fund Act, 1952.

*The Contract Labour (Regulations & Abolition) Act 1970, Rules 971.

*The Payment of Bonus Act, 1972.

*The Payment of Gratuity Act, 1972.

*The Equal Remuneration Act 1976.

*The employees State Insurance Act, 1948

*The Industrial Dispute Act 1947.

*The Employment of Children Act, 1938

*Minimum wages Act, 1948

*Regulation of Employment & welfare Act 1969.

*The Hours of Employment of Regulations

12. The Bank shall not be responsible for providing any employment benefit to the contract labours and contractor should discharge all statutory and other obligations toward the contract labours. If the contractor fails to meet with his above obligations i.e. default in PF & ESI deposit, less minimum wages etc. Bank shall be entitled to deduct /adjust from any amount payable to contractor or recover as a debt payable by the contractor, the payment, if any made by the Bank in this to the contract labour or the authorities concerned.

13. If the contractor fails to make payment of wages within the prescribed period or make short payment, the principal employer shall make payment of wages in full or the unpaid balance, as the case may be to the contract labour employed by them and recover the amount so paid from the contractor from payable or as debt payable by the contractor , (Section 21(4) of the CLA)

14. Contractor should possess a valid licence issued by competent authority for engaging contract labour.

15. Contractor should possess a valid licence issued by competent authorities for undertaking the above job

16. It shall be the responsibility of the contractor concerned to ensure before applying for empanelment or quoting for job that they are holding all the licences/ permits and are registered with all appropriate authorities and will be able to comply with all laws and by

law. At any stage it is detected that they are unable to furnish/ submit any documents called for, will be treated as defaulter and will be dealt with as of breach of law and his name will be removed from empanelment or contract will be terminated forthwith and penalty and compensation will be levied for breach of contract.

17. Contractor will maintain all register as required by Regional Labour Commissioner or under any law and present it as and when required.

18. The contractor will engage personnel who are of sound in mind, health and amiable in disposition. The personnel employed by the contractor should possess impeccable antecedents, good moral character and honesty. They should not be under the influence of alcohol/drugs while on duty.

19. The contractor shall ensure that the persons to be engaged for the said work shall not be child labour within the meaning of "child labour" (Prohibition & Regulation) Act, 1986.

20. The contractor shall arrange to provide proper liveries to the persons deployed by them.

21. The Reliever if any shall be provided by the contractor itself to give weekly off to workers.

22. The persons to be deployed by the contractor for the work are medically fit and not suffering from infectious disease.

23. Contractor will issue laminated identity card for their staff.

24. Disbursement of wages to the contract labours shall be made in the presence of the Security officer/ Caretaker, who shall record under his signature a certificate at the end of the entries in the wage disbursement register itself.

25. Contractor thus appointed shall submit immediately to the Bank a list of persons to be deployed with name, address and photo after due verification from the police authorities of their antecedent within three months.

26. The contract may be terminated by either party by giving one month notice to each other.

27. Payment of Service Tax /any duties shall be the liability of that contractor. Bank shall not pay/ reimburse Service Tax for the above services.

28. TDS wherever applicable shall be deducted from the bill as per rules.

29. The contractor should indemnify the Bank against any claim, prosecution or action arising out of the failure of the contractor to fulfill his obligations under the Act Rules or under any other laws.

30. The contractor should have minimum 03 years experience in the respective area of work in Government / Bank / Public sector or reputed organization with ₹10 lacs turn over and should furnish evidence for the same along with the application. Contractor for the job must not be working for RBI only but has been working for other organizations also apart from the RBI.

31. Preference will be given to contractor/agencies having base in and around Kolkata.

32. The contractor will use branded chemical/materials for the cleaning.

Documents for application

33. The following documents should be submitted along with the application for empanelment.

- # Self attested copy of valid Trade Licence

- # Self attested copies of various licences issued by the competent authorities for undertaking the above job and for doing contract business.

- # Self attested copy of PAN

- # Self attested copy of PF/ ESI registration.

- # Self attested copy of Service Tax registration.

- # Self attested copies of last three years Balance Sheet/Profit & Loss A/C duly audited by Chartered Accountant or so.

- # Clint Report (from one) as per Annex "II".

- # Banker's certificate from the contractor's bank in Annex "III"

- # In case of company , MOA & AOA along with copy of Power of Attorney for authorised signatory.

- # Copy of Profession Tax Registration.

- # copy of Profession Tax Registration.

34. Bank reserves the right to cancelled the panel /Work order partially or wholly and modify or alter any terms & conditions in this document at its discretion and in the interest of Bank as may deemed fit , without assigning any reasons and decision of the Bank shall be final and binding. Application received after due date will summarily rejected.

35. Mere quoting the lowest rate does not guarantee awarding the contract. Bank shall while evaluating the "Cost Analysis Sheet" shall ensure that all aspect of statutory obligations have been complied with by the contractor and may call for Cost Analysis Sheet from the contractor for the rate quoted by them.

36. The payment of bill for the work done shall be arranged within 10 days of presentation of bill and after payment is made to the concerned workers and payment will be effected through NEFT mode.

Hence contractor is required to arrange for payment of wages to their workers accordingly to comply with payment of wages as per provisions of the payment of Wages Act.

37. No subletting of contract is allowed.

38. No overtime shall be paid.

39. RBI is exempted from payment of Service Tax by virtue of Notification 22//2006 dated May 31, 2006 of Government of India. Hence Bank will not pay or reimburse Service Tax to Contractors for any services rendered by them.

40. The contractor will not resort to offering, giving receiving or soliciting of anything of value or influence the action on any official of the Bank in the empanelment process or in the contract execution.

Arbitration

41. The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute arise of any kind whatsoever shall arise between Bank and bidder in connection with or arising out of contract whether during contract period or before or after completion of work abatement or breach of contract shall be referred to and settled by sole arbitration The Regional Director, Reserve Bank of India Kolkata or his representative. Who shall give written award of his decision to bidder and same will final and binding on all.

42. All existing contractors attached to Bank and doing above job are also requested to apply afresh in the prescribed format full filling above criteria.

43. If any contractor is interested in applying for more than one job , he is required to apply separately for above job submitting separate Client Report and Bank' Report and will be required to furnish separate Guarantee.

44. All pages of this documents must be signed by the proprietor in case of proprietorship business or by all partners in case of partnership firm or by P/A and by Director in case of Company or by authorised person holding P/ A .with seal and should be sent together duly filled in application enclosing therein all specified documents and marking the envelope as

“Application for Empanelment of Contractors for Upkeep and Maintenance of Trainees Flats/Medical Flats/Gymnasium at Salt Lake Staff Quarters, Kolkata.” and addressed to The Regional Director, Reserve Bank of India, 15, N. S. Road Kolkata 700001 and be dropped in tender box kept for the purpose in his office by not later than 2.00 pm on December 05 2011. The bank is not responsible for non-receipt of application within specified date or due time for reasons of postal delay in transit.

45. The above terms & conditions are only indicative and not exhaustive. Actual terms & condition may vary and will be indicated at the time of allotment of job.

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE

(Can be filled and printed separately)

Name & address of the Client :

Details of works executed by Shri /M/s.....
(Name of the Contractor)

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Agreement amount (approximate are also acceptable) :
4. Details of penalties levied (indicate amount) :
If any, for non-performance or
non-adherence to terms
5. Name, address, telephone number and e-mail:
id of the authority under whom supply executed
 - a) Name & Designation :
 - b) Telephone No. (s) :
 - c) Email :
6. Comments on the capabilities of the Contractor :
 - a) Technical Proficiency :
 - b) Financial Soundness :
 - c) Adherence to timeliness :
 - d) Quality of work :
 - e) General behaviour :

The undersigned is competent to issue this certificate

BANKER'S CERTIFICATE

The Regional Director for West Bengal & Sikkim
Reserve Bank of India
Human Resource Management Department
15, Netaji Subhas Road
Kolkata – 700 001

Banker's certificate from a Scheduled Bank

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

This certificate is issued without any guarantee or responsibilities on the Bank or any of the officers.

(Signature with seal)

Date :

Name & Designation

For the Bank

Note :

1. Bankers' certificate should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.



Reserve Bank of India
HUMAN RESOURCE MANAGEMENT DEPARTMENT
KOLKATA

Annex-I

**Application form for empanelment of contractors for Up keep and Maintenance of Governor's Residence/VIP Guest
House/ VOFs/THHs and Providing Catering Services etc. at Senior Officers' Colony , Alipore Kolkata.**

Name of the Contractor:

Constitution (Company/Partnership/Proprietorship):

Year of commencement of above business:

Licence for the above issued by:

The Municipal authority

Licence for the above issued by:

Regional Labour Office

PF & ESI No :

PAN :

Service Tax No. :

VAT/Sales Tax No. :

Any other Licence with number:

Name (s) of the Proprietor/ :

Partners/Directors with designation and authority to make Commitment

Complete Mailing Address :

Registered office address :

Name of the contact person :

with phone/mobile and e-mail :

Address

Name & address of the :

Principal Banker

Name & address of the :

Organisation where done the Similar job with documentary evidence & reference.

(Signature with seal)

Declaration

I/We declare that I/We have read and understood the Notice of empanelment issued by Reserve Bank of India, Kolkata along with the terms & conditions received separately for empanelment of for Up keep and Maintenance of Governor's Residence/VIP Guest House/ VOFs/THHs and Providing Catering Services etc. at Senior Officers' Colony , Alipore Kolkata. and accept the same without any modification. I/We also understood that Bank reserves the right to accept any or all of the applications without assigning any reasons.

Signature :-

Name :-

Designation :-

Stamp:

Date : -

Note :- Application complete in all respect in the above format may be submitted in sealed envelope super scribing ***"Application for Empanelment of Contractor for Up keep and Maintenance of Governor's Residence/VIP Guest House/ VOFs/THHs and Providing Catering Services etc. at Senior Officers' Colony , Alipore Kolkata*** along with attested photocopy of documents must be submitted to the Shri Salim Gangadharan Regional Director, Reserve Bank of India, Human Resource Management Department 15, N S Road ,(6th Floor) , Kolkata 700001 by 02:00 p.m. of December 05 , 2011.



Reserve Bank of India
Human Resource & Management Department

General terms & Conditions governing Empanelment of contractors
For Up keep and Maintenance of Governor's Residence/VIP Guest House/ VOFs/THHs and
Providing Catering Services etc. at Senior Officers' Colony , Alipore, Kolkata

1The Bank will issue request for quotation (RFQ) from the empanelled contractors/agencies for the following work as and when required specifying scope of work expected for the job during the period:

Scope of work

Providing Up keep and Maintenance of Governor's Residence/VIP Guest House/VOFs/THHs (09 units of big size with attached bath and Governor's Home comprising of 03 rooms) and providing Catering services at our Senior Officers' Colony , (by providing 05 persons both Semi-skilled and Un-skilled) at Alipore Kolkata and includes.

- Cleaning of walls, floors, cooking platform, toilets, electrical equipment and fans etc
- Cleaning of linens/curtains
- Receiving the guests on their arrival and provide them accommodation and facilities.
- Maintaining Visitors Register.
- Keeping rooms/beds in a state of "Ready for Occupation".
- Cooking of all major meals and snacks.
- Supervising and taking care of the Guests House as caretaker.
- Operation, maintenance and supervision of kitchen and Dining Hall
- Supply of welcome kits, mineral water newspapers, tea/coffee etc.

* All guests on arrival should be provided with a welcome kit

* The front office attendant should be experience in hospitality and fluent in English, Hindi and Bengali

*All staff should be courteous polite and must wear name plate badge

* Contractor staff should arrange of porting of luggage to fro from gate to rooms and vice versa.

* Contractor staff has to obtain feedback from the visitors and it should be submitted to Bank.

*Contractor will maintain internet connection to the PC and also DTH/Cable connection, the cost which will be reimbursed by the Bank.

- *Laundry services to be provided to the guest on payment of the rate will be decided by the Bank.
- *First Aid kit should be made available at the reception
- *Should ensure that all electrical, plumbing, furniture and linen etc are always in proper condition
- * should be responsible for cleanliness in rooms, kitchen, Dining Hall and common passage including surrounding.
- * Food served will be North / South Indian and continental.(Bank will provide Crockery items, electricity Refilling charge of Gas Cylinder.
- * All cleaning materials of branded will be provided by the contractor.
- * Contractor will provide all cleaning tools and implements like brooms and swab etc.
- * Contractor will be responsible for maintaining all electrical, plumbing items in good condition and report for repairing promptly if found not working. Ensures that TVs, Fridges, AC, Water pump Toilet cisterns doors latches bulb, tubes and fans are in working conditions.

(Note.1.Maintenance of electrical, plumbing carpentry installations in the rooms and kitchen/Dining Hall is the responsibility of Bank. 2. Provision / supply of welcome kits, mineral water, newspapers, tea/coffee etc .will be reimbursed by the Bank to contractor)

2. The panel is expected to remains operational for a period of 03 (three) years subject to satisfactory performance.

3. The Bank shall enter into contract with contractor for the job and for who quote / offer the lowest price for the job initially for 1(one) year and thereafter renewable (if services found satisfactory) year by year.

4The contractor shall perform the job at the agreed price and at the site allotted to them according to scope of work specified to them and subject to terms and conditions as will be specified to them from time to time and as mutually accepted

5. On entering into the understanding for contract as will be specified /allotted to them, the contractor will be required to execute **stamped agreement within 07(seven) days of** allotment of work.

Security Deposit

6. Contractor will furnish a **Performance Bank Guarantee/Security Deposit** for ₹. 50000/- (₹ fifty thousand only) in the form of **Bank Guarantee /Security Deposit valid for 18 months issued by Scheduled commercial Bank or through Demand Draft payable to the Reserve Bank of India, Kolkata (Interest Free).**

7. The Performance Bank Guarantee /Security Deposit shall be liable to utilized for payment of due of labour or any other statutory liabilities as may arise for unpaid liability if claimed by the authorities or breach/ non performance of contract in full or part, if any.

Rate

8. The rate quoted must be inclusive of wages, cleaning materials, uniform charges, tools, Provident Fund & ESI, Bonus/Ex gratia, utensils and gas burner etc. also administrative charges of the contractor.

9. The contractor will have to comply with stipulation of payment of minimum wages as per Government of India rate scrupulously.

10. There will be no escalation in the contract price during the currency of the contract on account of rise in the minimum wages of workers or cost of material and tools etc. However, Bank may consider a hike in the contract price after the conclusion of one contract and for the next contract if renewal granted and if requested for by the contractor justifying the reasons for hike and it is up to Bank discretion to accept or reject it .However, The contractor shall continue to carry on the job at the old rate as for the next 02 (two) months or till hike is granted whichever is earlier.

Insurance

The successful contractor shall take “All risk policy” for the contract value and “Workmen Compensation Policy” for the workers engaged in the work. They shall indemnify the Bank for any loss or damaged that occurs to persons or building or third party during the period of contract. If the contractor does not provide these policies, the Bank reserves the right to recover the cost or damage from the bill of the contractor.

11. The contractor will comply with stipulation of payment of minimum wages act of GOI and also shall comply with all laws, bye-laws Regulations & Rules framed under various laws from time to time including but not limited i.e.

*The Payment of Wages Act 1936.

*The Factory Act 1948.

*The workmen Compensation Act, 1923.

*The Employees Provident Fund Act, 1952.

*The Contract Labour (Regulations & Abolition) Act 1970, Rules 971.

*The Payment of Bonus Act, 1972.

*The Payment of Gratuity Act, 1972.

*The Equal Remuneration Act 1976.

*The employees State Insurance Act, 1948

*The Industrial Dispute Act 1947.

*The Employment of Children Act, 1938

*Minimum wages Act, 1948

*Regulation of Employment & welfare Act 1969.

*The Hours of Employment of Regulations

12. The Bank shall not be responsible for providing any employment benefit to the contract labours and contractor should discharge all statutory and other obligations toward the contract labours. If the contractor fails to meet with his above obligations i.e. default in PF & ESI deposit, less minimum wages etc. Bank shall be entitled to deduct /adjust from any amount payable to contractor or recover as a debt payable by the contractor, the payment, if any made by the Bank in this to the contract labour or the authorities concerned.

13. If the contractor fails to make payment of wages within the prescribed period or make short payment, the principal employer shall make payment of wages in full or the unpaid balance, as the case may be to the contract labour employed by them and recover the amount so paid from the contractor from payable or as debt payable by the contractor, (Section 21(4) of the CLA)

14. Contractor should possess a valid licence issued by competent authority for engaging contract labour.

15. Contractor should possess a valid licence issued by competent authorities for undertaking the above job

.

16. It shall be the responsibility of the contractor concerned to ensure before applying for empanelment or quoting for job that they are holding all the licences/ permits and are registered with all appropriate authorities and will be able to comply with all laws and by

law. At any stage it is detected that they are unable to furnish/ submit any documents called for, will be treated as defaulter and will be dealt with as of breach of law and his name will be removed from empanelment or contract will be terminated forthwith and penalty and compensation will be levied for breach of contract.

17. Contractor will maintain all register as required by Regional Labour Commissioner or under any law and present it as and when required.

18. The contractor will engage personnel who are of sound in mind, health and amiable in disposition. The personnel employed by the contractor should possess impeccable antecedents, good moral character and honesty. They should not be under the influence of alcohol/drugs while on duty.

19. The contractor shall ensure that the persons to be engaged for the said work shall not be child labour within the meaning of "child labour" (Prohibition & Regulation) Act, 1986.

20. The contractor shall arrange to provide proper liveries to the persons deployed by them.

21. The Reliever if any shall be provided by the contractor itself to give weekly off to workers.

22. The persons to be deployed by the contractor for the work are medically fit and not suffering from infectious disease.

23. Contractor will issue laminated identity card for their staff.

24. Disbursement of wages to the contract labours shall be made in the presence of the Security officer/ Caretaker, who shall record under his signature a certificate at the end of the entries in the wage disbursement register itself.

25. Contractor thus appointed shall submit immediately to the Bank a list of persons to be deployed with name, address and photo after due verification from the police authorities of their antecedent within three months.

26. The contract may be terminated by either party by giving one month notice to each other.

27. Payment of Service Tax /any duties shall be the liability of that contractor. Bank shall not pay/ reimburse Service Tax for the above services.

28. TDS wherever applicable shall be deducted from the bill as per rules.

29. The contractor should indemnify the Bank against any claim, prosecution or action arising out of the failure of the contractor to fulfil his obligations under the Act Rules or under any other laws.

30. The contractor should have minimum 03 years experience in the respective area of work in Government / Bank / Public sector or reputed organization with turnover of ₹10 lacs and should furnish evidence for the same along with the application .Contractor for the job must not be working for RBI only but has been working for other organisations also apart from the RBI.

31. Preference will be given to contractor/agencies having base in and around Kolkata.

32. The contractor will use branded chemical/materials for the cleaning.

33. The Bank will reimburse cost of one commercial gas cylinder per month. Foods served to guest will be charged separately as per approved rate.

Documents for application

34. The following documents should be submitted along with the application for empanelment.

- # Self attested copy of valid Trade Licence

- # Self attested copies of various licences issued by the competent authorities for undertaking the above job and for doing contract business.

- # Self attested copy of PAN

- # Self attested copy of PF/ ESI registration.

- # Self attested copy of Service Tax registration.

- # Self attested copies of last three years Balance Sheet/Profit & Loss A/C duly audited by Chartered Accountant or so.

- # Clint Report (from one) as per Annex "II".

- # Banker's certificate from the contractor's bank in Annex "III"

In case of company, MOA & AOA along with copy of Power of Attorney for authorised signatory.

Copy of Profession Tax Registration.

copy of Profession Tax Registration.

35. Bank reserves the right to cancelled the panel /Work order partially or wholly and modify or alter any terms & conditions in this document at its discretion and in the interest of Bank as may deemed fit , without assigning any reasons and decision of the Bank shall be final and binding. Application received after due date will summarily rejected.

36. Mere quoting the lowest rate does not guarantee awarding the contract. Bank shall while evaluating the "Cost Analysis Sheet" shall ensure that all aspect of statutory obligations have been complied with by the contractor and may call for Cost Analysis Sheet from the contractor for the rate quoted by them.

37. The payment of bill for the work done shall be arranged within 10 days of presentation of bill and after payment is made to the concerned workers and payment will be effected through NEFT mode. Hence contractor is required to arrange for payment of wages to their workers accordingly to comply with payment of wages as per provisions of the payment of Wages Act.

38. No subletting of contract is allowed.

39. No overtime shall be paid.

40. RBI is exempted from payment of Service Tax by virtue of Notification 22//2006 dated May 31, 2006 of Government of India. Hence Bank will not pay or reimburse Service Tax to Contractors for any services rendered by them.

41. The contractor will not resort to offering, giving receiving or soliciting of anything of value or influence the action on any official of the Bank in the empanelment process or in the contract execution.

Arbitration

42. The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute arise of any kind whatsoever shall arise between Bank and bidder in connection with or arising out of contract whether during contract period or before or after completion of work abonment or breach of contract shall be referred to and settled by sole arbitration The Regional Director Reserve Bank of India Kolkata or his representative. Who shall give written award of his decision to bidder and same will final and binding to all.

43. All existing contractors attached to Bank and doing above job are also requested to apply afresh in the prescribed format full filling above criteria.

44. If any contractor is interested in applying for more than one job , he is required to apply separately for above job submitting separate Client Report and Bank' Report and will be required to furnish separate Guarantee.

44. All pages of this documents must be signed by the proprietor in case of proprietorship business or by all partners in case of partnership firm or by P/A and by Director in case of Company or by authorised person holding P/ A .with seal and should be sent together duly filled in application enclosing therein all specified documents and marking the envelope as

“Application for Empanelment of Contractors for Upkeep and Maintenance of Governor’s Residence/VIP Guest House/THHs/VOF and providing catering services at Alipore Senior Officers Colony, Alipore, Kolkata.” and addressed to **The Regional Director, Reserve Bank of India, 15, N. S. Road Kolkata 700001** and be dropped in tender box kept for the purpose in his office by not later than 2.00 pm on December 05 2011.The bank is not responsible for non-receipt of application within specified date or due time for reasons of postal delay in transit.

45. The above terms & conditions is only indicative and not exhaustive. Actual terms & condition may vary and will be indicated at the time of allotment of job.

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE
(Can be filled and printed separately)

Name & address of the Client :

Details of works executed by Shri /M/s.....
(Name of the Contractor)

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Agreement amount (approximate are also acceptable) :
4. Details of penalties levied (indicate amount) :
If any, for non-performance or non-adherence to terms
5. Name, address, telephone number and e-mail:
id of the authority under whom supply executed
 - a) Name & Designation :
 - b) Telephone No. (s) :
 - c) Email :
6. Comments on the capabilities of the Contractor :
 - a) Technical Proficiency :
 - b) Financial Soundness :
 - c) Adherence to timeliness :
 - d) Quality of work :
 - e) General behaviour :

The undersigned is competent to issue this certificate

BANKER'S CERTIFICATE

The Regional Director for West Bengal & Sikkim
Reserve Bank of India
Human Resource Management Department
15, Netaji Subhas Road
Kolkata – 700 001

Banker's certificate from a Scheduled Bank

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

This certificate is issued without any guarantee or responsibilities on the Bank or any of the officers.

(Signature with seal)

Date :

Name & Designation

For the Bank

Note :

1. Bankers' certificate should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

