



राजस्थान मरुधरा ग्रामीण बैंक
Rajasthan Marudhara Gramin Bank

प्रधान कार्यालय, जोधपुर
Head Office, Jodhpur
e-mail: oa@rmgb.in
www.rmgb.in

**TENDER DOCUMENT (RFP) FOR HIRING OF
HOUSEKEEPING STAFF CUM OFFICE BOY,
DRIVERS AND SECURITY GUARDS AT BANK
SERVICE AREA IN 15 DISTRICTS OF RAJASTHAN
(BARMER, BIKANER, DAUSA, HANUMANGARH,
JAISALMER, JALORE, JODHPUR, NAGOUR,
PALI, PRATAPGARH, RAJSAMAND, SIROHI,
SRIGANGANAGAR, UDAIPUR)**

Date of Issue of Tender : 31.12.2020
Last date of submission : 21.01.2021

(Technical bid need to be submitted in hard
copy as well as online, however, price bids to
be submitted online only)

RFP No. RMGB /OAD/ 02 /2020-21
Dated 31.12.2020

The General Manager
Rajasthan Marudhara Gramin Bank
Head Office,
Tulsi Tower, 9th B Road,
Sardarpura,
Jodhpur-342003



Notice Inviting Tender

RAJASTHAN MARUDHARA GRAMIN BANK (RMGB) invites online Tenders from eligible bidders **FOR HIRING OF HOUSEKEEPING STAFF CUM OFFICE BOY, DRIVERS AND SECURITY GUARDS** for Bank service area in 15 districts of Rajasthan as per the criteria specified in terms and conditions mentioned in the tender document.

1.	Name of Work	:	FOR HIRING OF HOUSEKEEPING STAFF CUM OFFICE BOY, DRIVERS AND SECURITY GUARDS_ for Bank service area in 15 districts of Rajasthan on contract basis.
2.	Time allowed for completion	:	As specified in the subsequent pages in the tender document.
3.	Earnest Money Deposit	:	Rs. 10,00,000/- (Rupees Ten Lacs) of the Estimated one year contract value (Rs. 10.00 crores) by crossed Bank Draft/ Banker's Cheque drawn in favor of RAJASTHAN MARUDHARA GRAMIN BANK payable at Jodhpur (To be enclosed in sealed envelope as a part of Technical Bid).
4.	Security Deposit/Performance Bank Guarantee	:	The Contractor shall have to deposit performance Bank Guarantee sum equal to 10 % of the yearly contract value at the time of execution of agreement. without any interest The Vendor has to submit security deposit in the form of Performance Bank Guarantee for the total contract period until and unless the same comes to end by termination, expiry or as decided by RMGB, as performance Bank guarantee with the format and clauses as defined by RMGB. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank. Work Order will be issued only after receipt of the Security Deposit / Performance Bank Guarantee. In case Vendor fails to perform the contract, Bank shall invoke the Security Deposit / Performance Bank Guarantee [PBG] to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the security deposit / performance Bank Guarantee for any non-compliance of the terms and conditions.
5.	Processing Fee of Tender	:	A non-refundable amount of Rs 3,000/- (Rupees Three Thousand only), Demand Draft of the Tender Fee should be enclosed in the technical Bid. Fee to be deposited on or before 21.01.2021
6.	Last date for requesting clarification (optional)	:	Up to 06/01/2021 All communications regarding points / queries requiring clarifications shall be submitted through email only at email id "oa@rmgb.in"



7.	Pre – bid Meeting at: OA Dept., RMGB, Head Office, Tulsi Tower, Sardarpura, Jodhpur		From 3:30 PM to 4:00 PM on 07/01/2021
8.	Clarifications to queries raised at pre-bid meeting or through email will be responded		clarifications/ explanations/ additions/ modifications/ corrigendum on account of issues raised at pre-bid meeting or through email will be made available on Bank's website www.rmgb.in and e-Tendering Vendor Website https://etender.sbi latest by 13/01/2021
9.	Last date and time of receipt of Tenders	:	21.01.2021 at 11.00 am
10.	Address at which the Tenders are to be submitted	:	Technical Bid: - to be submitted online as well as in hard copy at RAJASTHAN MARUDHARA GRAMIN BANK, HEAD OFFICE, TULSI TOWER, 9th B ROAD, SARDARPURA, JODHPUR - 342003 Email: oa@rmgb.in Ph: 0291- 2593188/189 Price Bid :- Price Bid to be uploaded online Website: https://etender.sbi
11.	Date and time of opening of Tenders	:	21.01.2021 at 3.00 pm
12.	Place of opening Tenders	:	RAJASTHAN MARUDHARA GRAMIN BANK, HEAD OFFICE, TULSI TOWER, 9th B ROAD, SARDARPURA, JODHPUR - 342003 Email: oa@rmgb.in Ph: 0291- 2593188/189 Contact person : V C KHINVASARA :7073454052 (for tender related enquiry)
13.	Defects Liability Period	:	NA
14.	Validity of Offer	:	90 days from the date of opening the Price Bid.
15.	Liquidated Damages	:	As specified in the subsequent pages in the tender document
16.	Commencement of Work		Within 15 days from the date of issuance of work order
17.	Penalty		As per relevant clause of tender document
18.	Period of honoring payment certificate		15 days after receipt of bill
19.	Insurance		As per relevant clause of tender document
20.	Working Schedule		In coordination with all the other agencies without disturbing the functioning of the office/ Branch .
21.	Note		The vendor has to obtain all necessary approvals/permissions, liasioning if any from the appropriate government authorities required for the completion of the above contract at the site mentioned in this tender. The vendor has to comply all the rules and regulations which are necessary for the execution of the contract and shall indemnify the RMGB from all legal and monetary liabilities



		arising due to the violation of the approvals/permissions, rules and regulations.
22.	Availability of Tender Documents	Tender documents to be downloaded from Bank's Website www.rmgb.in or Government Tender's Website www.eprocure.gov.in or Bank's e-Tendering Vendor Website https://etender.sbi
23.	For E-Tender related queries	M/s e-Procurement Technologies Ltd. (Auction Tiger) A-801, Wall Street - II, Opp. Orient Club, Ellis Bridge, Ahmedabad - 380 006. Gujarat State, India Primary Contact Numbers:- M:- 9081000427/09904406300 Landline Numbers: 079 6813 6857/ 6848/6842/ 6820/ 6880/ 6837/ 6895 E-mail ID: nandan.v@eptl.in , fahad@eptl.in , nikhil@eptl.in You are requested to contact the agency for further guidance on E tendering. Website: https://etender.sbi



Mode of Submission of Tender: The tender shall be submitted in both physical and online in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1. First Envelope marked **Cover 1** shall contain Earnest Money Deposit along with Covering Letter and Processing Fee of the Tender Document.
2. Envelope marked **Cover 2** shall be of adequate size and shall contain envelopes marked **Covers 1 & tender document** should be properly sealed & signed. This envelope shall be endorsed on the outside face as under:

"FOR HIRING OF HOUSEKEEPING STAFF CUM OFFICE BOY, DRIVERS AND SECURITY GUARDS for Rajastham Marudhara Gramin Bank service area in 15 Districts of Rajasthan on contract basis"

The envelope marked Cover 2 containing the tender documents as per instructions mentioned above shall be submitted in the **Head Office of RAJASTHAN MARUDHARA GRAMIN BANK, TULSI TOWER, 9th B ROAD, SARDARPURA, JODHPUR - 342003**
On or before **21.01.2021 at 11:00 AM.**

Note: The bidder has to submit the both Technical Bid and Commercial Bid online on the Bank's e-tender vendor M/s e-Procurement Technologies Ltd. (Auction Tiger) website <https://etender.sbi> on or before the last date of bid submission i.e. 21.01.2021 at 11:00 AM.

Envelope marked Cover 1 & Cover 2 containing Earnest Money Deposit along with Covering Letter and Processing Fee of Tender Document. Tender document will be opened if the Earnest Money Deposited, Processing Fee of Tender Document enclosed /receipt of deposit , tender document is not found as prescribed, bid shall be rejected.

1. **CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED.**
2. Corrigendum if any will be published on our website and e-Procurement website.
3. **The vendor has to submit the self-attested stability certificate of the whole installation on thereof.**
4. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of **GENERAL MANAGER, Rajasthan Marudhara Gramin Bank, Jodhpur shall be final and binding on the contractors.**
5. The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, capacities that may be required, the quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.



Part I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids**: 21st January 2021 by 11.00 am. The **Cover 2** shall be of adequate size and shall contain envelopes marked **Covers 1 & tender document** should be properly sealed & signed, Cover 2 should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder. Also bidder has to submit the online technical bid and commercial bid along with the details of the EMD & Processing Fee of the tender document (Scanned Copies of Demand Draft/Banker Cheque) should be uploaded on e-tender vendor website i.e. <https://etender.sbi> in the format available on the website.
 2. **Manner of depositing the Bids**: Both the Technical and Commercial Bid has to be submitted online as per mentioned above and Technical Sealed Bids should be dropped in the TENDER BOX marked as '**INVITATION OF BIDS FOR HIRING HOUSEKEEPING STAFF CUM OFFICE BOY, DRIVERS AND SECURITY GUARDS**' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
 3. **Time and date for opening of Bids**: 21st January 2021 at 3.00 PM. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Bank).
 4. **Location of the Tender Box**: 2nd Floor on above mentioned address. Only those Bids that are found in the tender box will be opened.
 5. **Place of opening of the Bids**: Bids will be opened by Bank's designated Committee in presence of Bidders. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial /technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
 6. **Two-Bids system**: Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Online Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found Complete /suitable after Technical evaluation is done by the Bank.
 7. **Forwarding of Bids**: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office.
 8. **Prebid Meeting and Clarification regarding contents of the RFP**: The Bank reserves the right to amend the RFP/ place clarifications/ explanations/ additions/ modifications/ corrigendum on account of issues submitted through email will be made available on Bank's website www.rmgb.in and e-tender vendor website i.e. <https://etender.sbi> latest by 13/01/2021. It is to be noted that aforesaid will be displayed/notified on website only and these will be binding on participating bidders. The Bank shall not be liable for any communication gap.
- In addition, all intimations meant for the bidders, if any by the Bank, in context of this RFP will be displayed on Bank's website only.
9. **Modification and Withdrawal of Bids**: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Bank prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the Bank not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.



10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Bank may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till 90 days from the last date of submission of the Bids.

14. **Earnest Money Deposit.**— Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 10,00,000/- (Rupees Ten Lacs only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft and Bankers' Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of Ninety days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

15 MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID:-

A. Only those applicants who possess the following eligibility criteria should apply, along with documentary proof.

1. The Bidder should have past experience in the line of activity i.e. in providing of these services to at least 10 organizations i.e. nationalized bank/ PSU / Govt. Departments and other reputed private sector organizations. The Certificate to this effect from the organization should be furnished along with the technical bid. Letter of satisfaction is to be provided from the organization where the bidder has provided their services. (Annexure 1)
2. The Applicant's average Annual Financial Turnover during last 3(three) years ending 31st March, 2020 should be at least INR 150 Lacs in the same services. A certificate duly authorized by CA should be submitted in this regard.
3. The applicant should possess valid certificates / license necessary for the execution of the said contract from the appropriate State/Central Government authority.
4. The applicant must be in operation for at least five years The bidder should have positive net worth as on 31st March 2020 and should not be a defaulter/NPA at any point of time to any Bank/Financial Institution. (Certificate from CA/CS to be submitted.)
5. The applicant requires furnish their PAN No, GST Number, Registration details of firm with PIN No, TIN No etc. as applicable.
6. More than 100 personnel deployed by the firm /company as on 31.03.2020.
7. Preference will be given to ISO certified companies / vendors
8. Attach copy of Solvency Certificate issued by bank comprising following information :-



- a) Vendor's name and address.
 - b) Account No.
 - c) Date of opening of account
 - d) Solvency Certificate amount should not be less than Rs. 50,00,000/-
9. The firm should have not been blacklisted in the past (Undertaking to this effect by the firm to be enclosed).
- B. The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents in the Technical Bid:
- a) Tender document and its subsequent corrigendum's if any duly filled in and signed and stamped by the authorized representative in each and every page.
 - b) **EMD of Rs. 10,00,000/- (Rupees Ten Lacs)** in form of an Account Payee Demand Draft or Bankers' Cheque from any of the public sector banks or a private sector bank authorized to conduct government business drawn in favor of RMGB (**To be enclosed in sealed envelope as a part of Technical Bid**). Tender will be rejected if EMD is not submitted or is submitted in any other form until and unless specified by RMGB).
 - c) **A non-refundable amount of Rs 3,000/- (Rupees Three Thousand only) towards tender processing fee to be deposited through Demand Draft, and should be enclosed in the technical Bid.**
 - d) The applicant should submit valid certificates / license necessary for the execution of the said contract from the appropriate State/Central Government authority, if applicable.
 - e) PAN Card in the name of the proprietor/firm/company.
 - f) Goods & Service Tax (GST) registration.
 - g) Documents evidence e.g., profit and loss statements/Balance sheet etc. representing the applicant's average Annual Financial Turnover during last 3(three) years ending 31st March, 2020 with at least INR 150 lakhs.
 - h) Income Tax return for last 3(three) years ending 31st March 2020.
 - i) Work order & completion/satisfactory certificate from the clients (Proof for the minimum eligibility criteria Sr. No. A (1)
 - j) Document as proof of year of Establishment of the firm with not less than 3(three) years.



Part II – Essential Details of Items/Services required

1. **Schedule of Requirements.** List of items, Terms and Conditions /services required is as follow:-

S. No.	Item Description	Quantity
(a)	Hiring of private House keeping staff cum office Boy, Drivers and Security Guards on Annual Rate contract basis at various branches/Offices situated in 15 districts of Rajasthan viz. Barmer, Bikaner, Jodhpur, Jaisalmer, Jalore, Sirohi, Pali, Rajsamand, Udaipur, Jaipur, Nagour, Dausa, Sriganganagar, Hanumangarh & Pratapgarh	Approximate number of house keeping staff cum office boy, Drivers and Security Guards required is 618

S. No.	District	No. of Housekeeping staff cum office boy, Drivers and Security Guards required in the branches of district at C-level centres (including 5 % branches @B- level centres)		
		Housekeeping staff cum office boy	Drivers	Security Guards
1	Barmer	22		
2	Bikaner	49		
3	Jodhpur	48	07	04
4	Jaisalmer	08		
5	Jalore	45		
6	Sirohi	31		
7	Pali	86		
8	Rajsamand	13		
9	Udaipur	41		
10	Jaipur	99		
11	Nagaur	49		
12	Dausa	28		
13	Sriganganagar	44		
14	Hanumangarh	42		
15	Pratapgarh	02		
Total		607	07	04

2. **Technical Details.** As per Para 3 below :-

3. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specification, if any. The Bidder are advised to submit the compliance statement in the following format along with Technical Bid:

S. NO.	RFP Specification item-wise	Compliance to RFP specification whether Yes /No	In case of noncompliance, please comment
a)	Whether copy of Registration Certificate attached		
b)	Whether copy of EPF Certificate attached		
c)	Whether copy of ESI Certificate attached		
d)	Whether EMD submitted Whether copy of ECS Mandate form with PAN Card details attached		
e)	Whether copy of solvency Certificate attached		



f)	Whether copy feedback on performance of past experience of 05 years attached		
h)	Whether certificate showing annual turnover for a sum of Rs. 150 lacs attached)		
i)	Whether copy of undertaking by the firm for not being black listed attached.		
j)	Whether the firm has all essential security, administrative and training infrastructures and acceptance of inspection by Bank officers		
k)	Whether acceptance/ adherence letter of Annexure I		
l)	Copies of last three years Balance Sheet and Profit & Loss account duly audited by Chartered Accountant		
m)	Whether copy of Experience of serving at least 10 organizations i.e. nationalized bank/ PSU / Govt. Departments and other reputed private sector organizations attached		

4. **Price Bid Format.** Bidders are required to furnish price bid as per format given below:-

S. NO.	Pre requisite	Price for employing House-keeping staff cum Office Boy per month INR	Price for employing Security Guard per month INR	Price for employing Driver per month INR
a)	Basic+ V.D.A			
b)	Employer State Insurance (ESI) @ 3.25%			
c)	Employer Provident Fund (EPF) @ 13.00 %			
d)	Any other charges			
e)	Total (a to d)			
f)	Service Charge @.....% (Minimum 2 %)			
g)	Sub Total (e+f)			
h)	Service Tax (if any)			
i)	Total Monthly charge Per Head (g+h)			

- 5. Delivery Period.** Delivery period of services of House-keeping staff cum Office Boy would be 7 days from the effective date of order or as and when required. Please note that contract can be cancelled unilaterally by the Bank in case of services are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the Bank, with applicability of LD clauses.
- 6.** Conditional commercial bids will not be accepted and may be rejected out rightly without assigning any reason.
- 7.** Bidder must ensure that rates quoted by them are in conformity of statutory framework in India and in compliance of rules and regulations issued by Govt. of India time to time. If any, deviation on behalf of wrong /misrepresentation is observed on a later date, bidder will be sole responsible and Bank reserves the right to impose the penalty as deemed appropriate.



8. Terms for delivery and transportation, FOB (free on board) the definition of delivery period for the RFP will be

Rajasthan Marudhara Gramin Bank
Branches / Offices situated in area of operation of the bank
i.e. 15 districts of Rajasthan state as above

9. Consignee Details :

The General Manager
Rajasthan Marudhara Gramin Bank
Head Office,
Tulsi Tower, 9th B Road,
Sardarpura,
Jodhpur-342003



Part III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. agency in the Contract) as selected by the Bank. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Supply Order :** The contract shall come into effect on the date of signatures of work order both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration subject to Jodhpur Jurisdiction only.

4. **Penalty for use of Undue influence :** The agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Bank or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India any breach of the aforesaid undertaking by the Security agency or any one employed by him or acting on his behalf (whether with or without the knowledge of the Security agency) or the commission of any offence by the agency or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Bank to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of the Bank or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Security agency, Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Security agency towards any officer/employee of the Bank or to any other person in a position to influence any officer/employee of the Bank for showing any favour in relation to this or any other contract, shall render the agency to such liability/penalty as the Bank may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Bank.

5. **Agents/Agency Commission :** The agency confirms and declares to the Bank that the agency is the original provider of the services referred to in the Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the agency, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of the Bank that the present declaration is in any way incorrect or if at a later stage it is discovered by the Bank that the agency has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the agency will be liable to refund that amount to the Bank. The Bank will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Security agency who shall in such an event be liable to refund all payments made by the Bank in terms of the Contract along with interest at the rate of 12% per annum.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Bank that the Agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of the Bank, shall provide necessary information /inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Bank/ Agency, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.



8. **Liquidated Damages:** In the event of the Agency's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc. as specified in this contract the Bank may at its discretion, withhold any payment until the completion of the contract. The BANK may also deduct from the AGENCY as agreed liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract :** The Bank shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (I) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract / agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.
- (II) Other grounds for termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases :
 - (i) The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.
 - (ii) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
 - (iii) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement. For any reason whatsoever If the vender fails to pay the employee benefit scheme such as ESI ,EPF ,Bonus etc. contracts will be terminated with out any notice and the security deposit will be forfeited. The vender should not deploy Caretakers with age less than 18 years and greater than 60 years. Caretakers deployed should be medically & physically fit.
 - (iv) If there is a change in the name or constitution of the Contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The Contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.
 - (v) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.
 - (vi) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate Vendor/Contractor.



- (vii) In the event of termination of the contract for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- (viii) In event of non-furnishing of Performance guarantee by the contractor within stipulated time period.
- (ix) Bank shall make only the statutory / mandatory payments of the following heads :
- (1) Minimum Wages as notified by the Ministry of Labour, Government of India from time to time. [The applicable rate of payment of minimum wages shall be rate of minimum wages notified by the Central Government from time to time in respect of "employment of sweeping and cleaning ".]
- (2) DA as notified by the Ministry of Labour, Government of India from time to time.

III. Statutory EPF contribution as per prevailing rates.

IV. Statutory ESI contribution as per prevailing rates.

V. Minimum Statutory contribution towards Bonus as per prevailing rates.

VI. The Bank has noticed that the agency has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

VII. As per decision of the Arbitration Tribunal.

10. **Notices** : Any notice required or permitted by the contract shall be written in the English/Hindi language and may be delivered personally or may be sent by e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting** : The Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.



Part IV – SPECIAL CONDITIONS OF RFP (INDIGENOUS PROCUREMENT)

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. agency in the Contract) as selected by the Bank. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee: Indigenous cases :** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee in favor of the 'The General Manager, Rajasthan Marudhara Gramin Bank, Head Office, Tulsi Tower, 9th B Road, Sardarpura, Jodhpur-342003 through a public sector bank for a sum equal to 10% of the yearly contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG Form enclosed. (Annexure VIII)

2. **Option Clause :** Within the currency of contract Bank can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Bank to exercise this option or not.

3. **Repeat Order Clause :** Bank can order up to 50% quantity under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Bank to place the Repeat order or not.

4. **Tolerance Clause :** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Bank reserves the right to 10 % plus/minus increase or decrease the quantity of the required persons up to that limit without any change in the terms & conditions and prices quoted by the agency. While awarding the contract, the quantity ordered can be increased or decreased by the Bank within this tolerance limit.

5. **Minimum Wages :** The Contractor should ensure payment of existing minimum wages as per minimum wages Act 1948. Minimum wages mentioned in commercial bids should be in concurrence of the gazette of India, extra ordinary part –II-section 3- sub section (ii) number 173 dated 19.01.2017.

Non adherence to the minimum wages Act 1948, will result in cancellation of the contract forfeiting to EMD/ PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed services. Contract as per the existing minimum wages promulgated by concerned Govt. agency.

6. **Amenities to Security guards with arms Gunman (Ex-service)& Supervisor :** The Contractor should provide the amenities such as, first aid facilities and all mandatory facilities and services to the contractual Housekeeping staff cum Office Boy as required under the provision of the Contract Labour Act 1970 and the relevant Central Government Rule.

7. **EPF and ESI :** It shall be responsibility of the Contractor to obtain his independent EPF and ESI Code from the concerned department and remit the contribution in accordance with the EPF/ESI Scheme to appropriate authorities. EPF/ESI cards in respect of each Contract labour to be obtained and provided to the Contract Labours on awarding of the Contract.

8. **Payment Terms :** Payment through ECS / electronic way will be made on monthly basis on submission of pre-receipted bill duly stamped, at the end of each month after satisfactory completion of work. The Contractor would submit documents/ proof of EPF/ESI contribution with nominal roll of beneficiaries while submitting the bills for payment. Firm should have valid registration certificate from concerned authorities for supply of manpower/conservancy.

9. **Payment Terms for Indigenous agencies :** It will be mandatory for the Bidders to indicate their bank name, branch name & address, account type, account numbers and other relevant e-payment details (viz. MICR Code, IFSC/NEFT Code) so that payments could be made through ECS/NEFT mechanism instead of payment through cheques by concerned RMGB branch.



10. **Advance Payments** : No advance payment(s) will be made.

11. **Paying Authority** : Chief Manager, Office Administration Deptt., Head Office, Jodhpur

12. **Risk & Expense Clause** : If the Contractor fails to carry out the work as per the Scope of Work and Terms and Condition the Bank may at his discretion to get the work done either in full or part thereof, through alternative source at the risk and expenses of the Contractor. The expenses thus incurred would be deducted either from the Contractors pending bills or from the security deposit as applicable.

13. **Force majeure Clause** :

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation (except for failure to pay any sum which has become due on account of receipt of goods under the provision of the present contract), if the non-performance results from such force majeure circumstance as Flood, Fire, Earth quake and other acts of God as well as war, military operation, blockade, acts of action of state authorities or any other circumstance beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it become impossible to meet obligations under due to Force Majeure conditions, is to notify in written from the other party of the beginning and cessation of the above circumstance immediately, but in any case not later than 10 (ten) days from the moment of their beginning.
- (d) Certificate of Chamber of Commerce (Commerce and Industry) of other competent authority of organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation last for more than 6(Six) months, either party hereto reserve the right to terminate the contract totally or partially upon giving prior written notice 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

14. In the event of L-1 vendor back outs or Bank rejects the proposal of L-1 bidder on the ground of reasons beyond control of Bank, the Bank may award the contract to L-2 bidder provided they match the prices with that of the L-1 vendor and /or security deposit of the vendor will be forfeited.

15. **Split of work order** : Bank may at its discretion split the work order/contract between L-1 and L-2, L-3, L-4 and so on vendors in different districts, provided L-2, L-3, L-4 and so on vendors match the quotes of L-1 vendor . Preference of the selection of the district will be given in order of L-1, L-2, L-3, L-4 and so on to eligible bidders.

16. The bidders are not permitted to accept /recover any registration charges / expenses/ commission etc. from the aspirants /persons willing to work as house keeping staff cum office boys at bank locations. If such incidents comes in notice of the bank or any complaint received, bank shall take appropriate action against such vendor as deemed suitable. In such cases, vendor shall also be liable to refund all payments made by the bank in terms of the contract along with interest at the rate of 12 % per annum.



PART V –EVALUATION CRITERIA & PRICE BID ISSUE

1. Evaluation criteria:-

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) The technically Bids forwarded by the Bidders will be evaluated by the Bank with reference to the technical characteristics of the equipments as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified on the RFP. The Price Bids on only that Bidder will be opened whose Technical Bids would clear the technical evolution.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular bidder and Technical assessment by the Committee.
- (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Bank.

Rajasthan Marudhara Gramin Bank
Head Office,
Tulsi Tower, 9th B Road,
Sardarpura,
Jodhpur-342003



HIRING OF HOUSE KEEPING STAFF CUM OFFICE BOY – TERMS AND CONDITIONS

1. The agency shall provide Housekeeping staff cum office boy as required by the RMGB for a period of one year from the date of signing of the contract agreement, subject to renewal of every year for a period of maximum five years. In case the contract is being considered for renewal, the agency shall have to furnish the Performance Guarantee before the finalization of renewal process, failing which the renewal process shall not be finalized and the contract shall stand terminated with immediate effect
2. The agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPF against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPF, with an advice to RPF, duly furnishing particulars of personnel engaged for the Bank.
4. The antecedents of Housekeeping staff cum office boy deployed shall be got verified by the agency from local police authority and an undertaking in this regard to be submitted to the Bank and Bank shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register in which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Bank. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the Bank, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Bank.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank and shall not knowingly lend to any person or company any of the effects of the Bank under its control.
10. The Housekeeping staff cum office boy shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Instructors for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
12. Under the terms of their employment agreement with the Contractor the Housekeeping staff cum office boy shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Bank, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Bank, the said loss can claim from the contractor up to the value of the loss. The decision of the Bank will be final and binding on the agency.



14. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Bank may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Bank shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Bank.
16. The contractor shall be responsible to maintain all property and equipment of the Bank entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the Bank due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the Bank. The supervisor shall be required to work as per the instructions of Bank.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the Bank. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Customers/Attendants and should project an image of utmost discipline. The Bank shall have right to have any person moved in case of customers/staff complaints or as decided by representative of the Bank if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The working hours generally will be from 9.30 hrs. to 17.30 hrs. But the timings is changeable and shall be fixed by the Bank from time to time depending upon the requirements. No payment shall be made by the Bank for double duty, if any.
22. The personnel will have to report at branch office at least 30 minutes in advance start of the business for daily housekeeping arrangement of branch premises and to complete all other required service.
23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Bank.
24. The payment would be made at the end of every month based on the actual working days except govt. holidays by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Bank and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Bank.
25. Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.
26. The Bank will give basic training/familiarization of the housekeeping services required to be done by the personnel to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.
27. (a) In case any of Housekeeping staff cum office boy deployed under the contract is (are) absent, a penalty equal to double the wages/or charges incurred for standby arrangement made by Bank for the number of housekeeping staff cum office boy on that particular date shall be levied by the Bank and the same shall be deducted from the contractor's bills.
(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 27(a) shall be levied.



(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:-

- i) 10% of cost of order/agreement per week, up to four weeks delays.
 - ii) After four weeks delay Bank reserves the right to cancel the contract and withhold the agreement and get this job be carried out from open market or with other agencies. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
28. The agency shall ensure that its personnel shall not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.
 29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
 30. The contractor shall deploy his personnel only after obtaining the Bank approval duly submitting curriculum vitae (CV) of these personnel, the Bank shall be informed at least one week in advance and contractor shall be required to obtain the Bank's approval for all such changes along with their CVs.
 31. The contractor shall have his own Establishment/Setup/Mechanism etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
 32. "NOTICE TO PROCEED" means the notice issued by RMGB to the contractor communicating the date on which the work/services under the contract are to be commenced.
 33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Bank.
 34. The contract period is of Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
 35. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
 36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.
 37. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance guarantee.
 38. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.



39. The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
41. The contracting agency shall not employ any person below the age of 18 yrs. And above the age of 60 yrs. Manpower so engaged shall be trained for providing Housekeeping staff cum office boy services and firefighting services before joining.
42. The contracting agency shall employ Housekeeping staff cum office boy shall be minimum 10th pass standard.
43. The contractor shall get Housekeeping staff cum office boy screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Bank will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
44. Housekeeping staff cum office boy engaged by the contractor shall not take part in any staff union and association activities.
45. The contractor shall provide the monthly salary slip, uniform/dress, ID badges/name plate for wearing during the duty hours by housekeeping staff cum office boys. All the expenses incurred on the items like Raincoats, uniforms will be borne by contractor.
46. Contractor/ Agency will provide cellular phones to each Housekeeping staff cum office boy to ensure effective timely communication.
47. Suitable transport for the deployment of Housekeeping staff cum office boy will be provided by the Contractor/ Agency, if required.
48. The Bank shall not be responsible for providing residential accommodation to any of the employee of the contractor.
49. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.
50. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.
51. If any underpayment is discovered, the amount shall be duly paid to the agency by the Bank.
52. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank etc.
53. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
54. The contractor shall disburse the wages to its staff deployed in the Bank every month through ECS/NEFT or by any other electronic mode within 7 days.

OBLIGATION OF THE CONTRACTOR

55. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
56. Dispute Resolution : Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the agency and Bank. Decision of Bank will be binding to the agency.
57. The Housekeeping staff cum office boy employed by the agency shall not be workmen of the Bank .



58. The agency shall be responsible for the conduct of its employees and discharge of their duties. The employees of agency should not be under the influence of any intoxicant.
59. The agency shall be responsible to discharge the obligation of the employees and comply with the statutory obligations requirement under various laws in respect of this employees and ensure that all statutory return like PF, ESI etc. are filed in time.
60. Antecedent verification of all employees, employed by the agency services will be done by the agency and the proof of the same along with photographs temporary and permanent address of the employees will be submitted to the RMGB by the agency.
61. The Agency shall ensure that its employees engaged at the RMGB and its installation performs all duties assigned to him from time to time by Bank and shall ensure to keep the branch premises, wash rooms, toilet seats etc. neat and clean.
62. The Agency shall ensure that all necessary registers are maintained at the respective places as assigned by the Bank.
63. The Agency shall be responsible to conduct surprise check and other measure of its employees to ensure they are on constant vigil at all time.
65. The personnel engaged by the agency to work with at the installation shall be governed by the rules/ regulations of agency. However, any personnel engaged by the agency to work at RMGB will be deployed only on the approval of the Bank.
66. Provost staff/ duty personnel of RMGB shall supervise the functioning of the employees engaged by the agency.
67. In the event of any adverse report from personnel of RMGB on the functioning conducts of the employees of the agency, the Bank may take suitable action against the erring employees which may include discharge from service employment.
68. RMGB is not responsible for the disbursement of pay and allowance to the employees engaged by the agency. The agency shall directly pay to contracted personnel employed, under intimation to the Bank.
69. The charges will be paid every months on or before 15th of the succeeding month on the production of sufficient proof about payment of wages/ salary to personnel employed at Bank. The statutory deduction and contribution to its employees are to be properly accounted by the agency.
70. The Agency make it sufficiently clear to every personnel that they will have to obey the orders and instructions of provost staff/ duty staff of RMGB and pay proper mark of respect of the staff of Bank.
71. During the discharge of their duties the Housekeeping staff cum office boy shall not resort to settlement of any disputes through arguments, manhandling and physical contact. Matter of urgency should be immediately brought to the notice of duty personnel / Officer.
72. The employee of the agency shall have no right to the facilities available in the RMGB such as conveyance, lodging, boarding, canteen facilities, sports, swimming pool, recreational room etc.
73. The Agency shall deploy its personnel as set out by RMGB and shall remove the Housekeeping staff cum office boy/ Driver/ Security Guards when no longer required. However, a notice of one month shall be given to this effect by Bank.
74. If the Agency fails to execute the contract as per the terms and conditions of this agreement, the General Manager of the Bank reserves the rights to terminate the contract without assigning any reason whatsoever thereof.
75. RMGB shall not be liable for any loss/ damage of items, injury or any other ailments that may happen to the contracted employees while on duty.
76. The personnel employed by the agency shall not carry any arms and ammunitions while on duty at RMGB and its installations.



77. The private security personnel employed by security agency shall carry out the duties on all weather conditions and should be equipped with monsoon gears.
- 78.. The Housekeeping staff cum Office Boy shall disseminate any valuable information to the provost staff/ duty staff of Bank, if they happen to obtain/ possess such information.
79. The Contractor will not change the personnel frequently but shall be change on yearly intervals. However the Bank reserves the right of changing of the personnel at any time without citing reason also.
80. Eligibility criteria for Housekeeping staff cum Office Boy should have following eligibility criteria:- (i) Persons employed should have academic qualification at least 10th pass. (ii) Person employed should be medically fit as follows:- (aa) Should not be suffering with any eye disease and should be able to read and write in Hindi and English. (ab) Should not be suffering with hearing disease. (ac) Should not be suffering with any disease of limbs. (ad) Should not be insane.
81. Housekeeping staff cum Office Boy deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced, the decision of Bank will be the final.
82. Entry of the street-dogs and stray cattles into the premises is to be prevented. It should be at once driven out.
83. The Housekeeping staff cum Office Boy should take care of all assets of RMGB and inform Provost staff in case of any irregularities.
84. The Housekeeping staff cum Office Boy should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
85. In emergent situations, Housekeeping staff cum Office Boy deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Guards/Supervisors should be sensitized for their role in such situations.
86. The Housekeeping staff cum Office Boy are required to display mature behavior, especially towards female staff and female Customers.
87. The Housekeeping staff cum Office Boy on duty shall not leave the premises without permission of Bank Officials.



Print Certificate on letter head of Client of the Vendor (such as Bank/Government/Reputed Private Organisation)to be submitted along with the RFP document.

Certificate

This is to certify that M/s has supplied/employed Nos. of Manpower towards the Caretaker/Housekeeping & maintenance /Facility Management services At our Office/ Branch sites forth last years.

The Services given by the above agency is Unsatisfactory/Good/Very good/ excellent (Tick whatever is appropriate)

Authorized Signature on behalf of client

Place:

Date:

In case vendor is rendering services to RMGB then certificate from competent authority of RMGB is mandatory



DECLARATION REGARDING MINIMUM WAGES TO BE PAID BY THE CONTRACTOR TO CONTRACT LABOURS

(This is to enable the RMGB to satisfy themselves of the intention of the Contractor to adhere to Minimum Wages Act, etc.)

1. Wage per day of Contract Labour Rs. (in figures).....
proposed to be paid by the Contractor Rupees (in words).....
excluding employer contribution of EPF
but including employee contribution of EPF etc.

Signature with seal of the Contractor

Name in block letters:

Address:

Place :

Date :



CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the Various Branches/Departments under Administrative Control of RAJASTHAN MARUDHARA GRAMIN BANK, HEAD OFFICE, JODHPUR for work for the month year

Office in which subscription remitted	Bill No. & Date	Emp. Prov. Fund (EPF)	Emp. State Ins. (ESI)	Others

Signature with seal of the Contractor

Name in block letters:

Address:



DECLARATION OF NEAR RELATIVES OF RMGB EMPLOYEES

I/We.....S/o/D/o.....
residing at
hereby certify that none of our relatives (s) as defined in the Tender Document is/ are employed in RMGB as per details given in Tender Document. In case at any stage, it is found that the information given by me is false/incorrect, RMGB shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu Undivided Family (HUF)/ husband and wife/ the one related to the other in the manner as father, mother, son (s) and son's wife (daughter- in- laws), daughter (s), husband (son-in-law), brother (s) and brother's wife, sister (s) & sister's husband (brother-in-law).

Signature with seal of the Contractor

Name in block letters:

Address:

Place :

Date :



UNDERTAKING

We hereby certify that we have gone through the Tender Document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum and other labor related statutory formalities like Minimum Wages, EPF, ESI, Bonus, Leave Coverage etc.

Signature with seal of the Contractor

Name in block letters:

Address:

Place :

Date :



APPLICATION FORM- HIRING OF HOUSEKEEPING STAFF CUM OFFICE BOY, DRIVERS AND SECURITY GUARDS

1. Name of the Applicant :
Address (proof to be given) :

Telephone No. Office :
Residence :
Mobile :
Fax :
E-Mail :

2. (a) Status of the Firm :
(Whether company/Partnership/proprietary) :

(b) Name of the Proprietor/Partners/Directors :
(with professional qualifications, if any) :
I.
II.
III.

(c) Year of establishment :

3. Whether registered with Registrar of :
Companies/ firm. If so, No. & Date :

4. Registration with Tax Authorities :
a) Income-Tax PAN/GIR NO :
b) GST No(Furnish copies) :

5. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit and loss :
account for three years). If already existing FIRM, otherwise mention NA in all columns

Sl. No.	Year	Turnover
1	2019-20	
2	2018-19	
3	2017-18	
Average		



6. Registration with Government / Public Sector / Banks (PLEASE FURNISH COPIES OF CURRENTLY VALID WORK ORDERS)

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION

7. Furnish the names of three responsible clients/ persons to whom the satisfactory services are rendered by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization :

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

8. Number of years of experience.

DECLARATION

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me/us in the accompanying sheets/Annexure.
3. I/We agree that the decision of RMGB BANK in selection of hirer will be final and binding to me/us.
4. I/We have read the instructions appended to the Performa and I/we understand that if any false information is detected at a later date the contract can be cancelled at the discretion of the bank.

Place:
Date:

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION
SEAL OF ORGANISATION



Checklist (To be filled by Applicants)

- | | |
|--|--------|
| 1. Have you signed in all sheets ? | Yes/No |
| 2. Whether Copy of PAN/VAT/Service Tax Registration copy is enclosed ? | Yes/No |
| 3. Whether requisite application fee is paid ? | Yes/No |
| 4. Whether enclosed proof for year of establishment? | Yes/No |
| 5. Whether proof for average annual financial turnover enclosed ? | Yes/No |
| 6. Whether documentary proof for having rendered satisfactory services is enclosed? If yes, Number of Certificates enclosed. | Yes/No |
| 7. Whether EMD amount paid by DD ? | Yes/No |



Performa for Performance Bank Guarantee

(On proper Non-Judicial stamp paper by successful bidder)

Rajasthan Marudhara Gramin Bank
Office Administration Department
Head Office, 1st Floor, Tulsi Tower,
9th B Road, Sardarpura,
Jodhpur (Raj.)-342003

In consideration of Rajasthan Marudhara Gramin Bank (hereinafter called "the RMGB") having its office at the aforesaid address, having agreed to engage for Hiring of Housekeeping Staff cum Office Boy, Drivers and Security Guards M/s _____ from _____ having its office at _____ (hereinafter called "the said Supplier/Vendor/Contractor") under the terms and conditions of an Agreement dated _____ (Empanelment letter date, hereinafter called "the said Agreement").

Towards the security for the due fulfillment of the terms and conditions contained in the said Agreement, it has been agreed by the said Supplier/Vendor/Contractor shall provide a bank Guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name of the bank) (hereinafter referred to as "the Bank") at the request of _____ (Supplier/Vendor/Contractor) do hereby undertake and guarantee to pay to the RMGB an amount not exceeding Rs. _____ (either in lump sum or in parts) against any loss or damage caused to or suffered or would be caused to or suffered by the RMGB by reason of any breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement.

Unless repugnant to the context or meaning thereof, expressions, RMGB, Supplier/Vendor /Contractor, Bank shall mean and include their heirs, representatives, successors, executors, administrators, assigns, etc., as may be applicable,

1. The Bank does hereby undertakes to pay the amount(s) due and payable under the guarantee without any demur, merely on a demand from the RMGB stating that the amount(s) claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the RMGB by reason of breach by the said Supplier/Vendor /Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Vendor/Contractor(s) failure to perform its obligations under the said Agreement. Any such demand made by the RMGB on the Bank shall be conclusive as regards the amount(s) due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank's liability under this guarantee shall in totality be restricted to an amount not exceeding Rs. _____, whether or not invoked or if invoked, in part or otherwise.
2. The Bank undertakes to pay the RMGB any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Vendor/Contractor(s) or any suit or proceedings pending before any Court or Tribunal relating thereto. Thereby meaning that Bank's liability under the present guarantee shall be absolute and unequivocal in any circumstances what so ever, if called upon to pay by the RMGB. However our liability shall not exceed in Rs. _____ (in words)
3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and



that it shall continue to be enforceable till all the dues and or advances made by the RMGB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____, the RMGB certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the RMGB discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to the Bank.

4. The Bank before the release of the Bank Guarantee Bond in original by the RMGB and before the expiry of this guarantee, as per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the RMGB, under intimation to the vendor.
5. The Bank further agrees with the RMGB that the RMGB shall have the fullest liberty without Bank's or Supplier/Vendor/Contractor(s) consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions, of the said Agreement or to extend time of performance by the said Supplier/Vendor/Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RMGB against the said Supplier/Vendor/Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Supplier/Vendor /Contractor(s) or for any forbearance, act or omission on the part of the RMGB or any indulgence by the RMGB to the said Supplier/Vendor /Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank, in any manner what so ever.
6. This guarantee will not be discharged during its currency due to the change in the constitution of either the Bank or the RMGB or the Supplier/Vendor /Contractor(s), in any manner what so ever.
7. The Bank lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the previous consent of the RMGB, in writing or otherwise than as is provided in this Guarantee.
8. The Bank also agrees that the RMGB at its option shall be entitled to enforce this Guarantee against the Bank as its principal debtor in first instance without proceeding against the said Supplier/Vendor /Contractor(s), and notwithstanding any security or other guarantees that the RMGB may have in relation to or in relation to the Supplier/Vendor /Contractor(s) liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between the Bank and the RMGB.
9. Any officer of the RMGB of the rank of Senior Manager or above, duly authorized in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner what so ever.

Notwithstanding anything contained herein above:

- a) The liability of the Bank under the guarantee shall not exceed _____ (in words).



- b) This Bank Guarantee shall be valid till either till _____ or till the issue of a fresh Bank Guarantee to the RMGB with an extended period in lieu thereof or till the RMGB certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the RMGB discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.
- c) The bank before the release of the Guarantee Bond in Original by the RMGB and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the RMGB, under intimation to the vendor.
- d) The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier/Vendor/Contractor(s) and shall be under an obligation to pay to the RMGB the entire amount of Guarantee or any part thereof under this Bank Guarantee only and only if the RMGB serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be.

Notwithstanding anything contained herein our liability under this Bank guarantee shall not exceed Rupees/- (Rupees Only) This Bank guarantee shall be valid upto..... and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Date the _____ day of _____-2020

Signature

Name

Designation with Bank stamp

