E-tender for Catering and Pantry Services for Officer’s Lounge and Dining Rooms at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai

E-Tender No. - RBI/Mumbai/HRMD/77/21-22/ET/580

Human Resource Management Department, Reserve Bank of India, Mumbai Regional Office invites e-tenders under Two Bid system (Technical & Financial Bid) in MSTC portal only (https://www.mstcecommerce.com/eprochome/rbi) for Catering and Pantry Services for Officer’s Lounge and Dining Rooms (OLDR) at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai.

2. The details of the tender document/corrigendum will be available on RBI Website (https://www.rbi.org.in) and MSTC portal.

3. The last date for submission of e-tender on MSTC portal (https://www.mstcecommerce.com/eprochome/rbi) is April 29, 2022 at 02:00 PM.

4. The Bank reserves the right to reject any/all the tender(s) or to cancel the tender without assigning any reason.

Regional Director for Maharashtra and Goa
Reserve Bank of India
Human Resource Management Department
Mumbai Regional Office
Fort, Mumbai

Advertisement

E-Tender for Catering and Pantry Services for Officer's Lounge and Dining Rooms at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai.

Tender No. - RBI/Mumbai/HRMD/77/21-22/ET/580

Reserve Bank of India, Mumbai Regional Office invites e-tenders under Two Bid system (Part I - Technical Bid & Part II - Financial Bid) for Catering and Pantry Services for Officer’s Lounge and Dining Rooms (OLDR) at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai.

For more details, please visit “Tenders” link on our website https://www.rbi.org.in.

The last date for submission of e-tender on MSTC portal (www.mstcecommerce.com) is April 29, 2022.

The Bank reserves the right to reject any tender without assigning any reason thereof.

Regional Director for Maharashtra and Goa
DISCLAIMER

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

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

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.
NOTICE INVITING TENDER (NIT)
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

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<td>D</td>
<td>Date of NIT available to the parties for viewing / download</td>
<td>March 24, 2022 at 05:00 PM</td>
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<td>April 18, 2022 at 11.30 AM</td>
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<td>F</td>
<td>Venue of Pre-Bid meeting</td>
<td>HRMD, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Fort, Mumbai- 400001</td>
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<td>G</td>
<td>Estimated Cost of Work</td>
<td>र 7.1 crore per annum exclusive of GST</td>
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<td>H</td>
<td>Transaction fees</td>
<td>र17,700/- (inclusive of GST)</td>
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<td>I</td>
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<td>April 19, 2022 at 3.00 PM</td>
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<td>Last date of availability of e-tender</td>
<td>April 29, 2022 at 02:00 PM</td>
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<td>K</td>
<td>Date of closing of online submission of e-tender</td>
<td>April 29, 2022 at 02.00 PM</td>
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<tr>
<td><strong>L</strong></td>
<td>Date &amp; time of opening of Part-I (Technical Bid)</td>
<td>April 29, 2022 at 03.00 PM</td>
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<td><strong>M</strong></td>
<td>Date of opening of Part-II (Financial Bid)</td>
<td>Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Mumbai Regional Office. Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through email.</td>
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<tr>
<td><strong>N</strong></td>
<td>Earnest Money Deposit (EMD)</td>
<td>The Tender must be submitted along with a Bank Draft/Pay Order amounting ₹14,20,000/- (Rupees Fourteen Lakhs Twenty Thousand only), in favour of Reserve Bank of India in towards Earnest Money Deposit (EMD) must be submitted without which applications will be rejected. EMD will not carry any interest. It would be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after payment of security deposit in the form of a valid bank guarantee and execution of the contract. In case the Contractor fail to execute the contract when called upon to do so, this sum shall be forfeited by the Reserve Bank of India. Further, the Bank may debar such defaulting bidder from undertaking any work in the Bank for a period of three years.</td>
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**Note:**

1. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened /held on the next working day.
2. Tenders received after due date and time shall be rejected.
3. Tenders not complying with the provisions of bidding documents are liable to be rejected.
4. In case of any problem/dispute, decision of Regional Director, RBI Mumbai will be final and binding on all parties.
E-Tender for Officer’s Lounge and Dining Rooms (OLDR) at offices of the Reserve Bank of India located at Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai.

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2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder’s risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
PART I

Section I

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Mumbai Regional Office. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice inviting e-tender and subsequent Corrigendum, if any, before submitting their online tender.

A) Registration:

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

SPECIAL NOTE: The Technical Bid and Financial Bid have to be submitted online only at http://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

1) Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU / Govt. Depts → RBI. Register as Vendor by filling up details and creating own user id and password→ Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

3) In case of any clarification, please contact MSTC/RBI, Mumbai Regional Office, (before the scheduled time of the e-tender).

MSTC Ltd Contact Person

i. Ms Archana Juneja, Assistant Manager; Email id: archana@mstcindia.co.in Phone No: 9990673698

ii. Ms Rupali Pandey, Assistant Manager; Email id: rpandey@mstcindia.co.in, Phone No: 9458704037

iii. Mr Abhishek Kr. Kanaujia, Executive Phone No: 9930119718
iv. Centralised MSTC Helpdesk for Vendors Phone No 033-22901004
v. Helpdesk at MSTC Mumbai for Vendors Phone No: 033-4064507, 033-40609118, 033-22895064, 033-40609118, 033-40645316, 033-40067351 & 033-40645207

Contact person (RBI, Mumbai):
(i) Mr. Don John David, Manager (022-22603105) Email Id: loungedeskmro@rbi.org.in
(ii) Mr. Viralkumar A. Javiya, Assistant Manager (022-22603036)
    Email Id: loungedeskmro@rbi.org.in

B) System Requirements:

i) Windows XP-SP3 & above/Windows 7 Operating System
ii) IE-7 and above Internet browser.
iii) Signing type digital signature
iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

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

Other Settings:

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)

For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome

C) Process of e-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.
2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. **Special Note towards Transaction fee:**

   The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

4. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email-id provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. **Bidding in e-tender:**

   a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the tender inviting authority within 10 working days of the award of the contract.
b) The process involves Electronic Bidding for submission of Technical and Financial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up common terms/commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the “Final submission” button to register their Bid.

f) Vendors are instructed to use ‘Attach Doc’ button to upload documents. Multiple documents can be uploaded.

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

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

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

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution of supply.

k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
l) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

o) No deviation from the technical and financial terms & conditions are allowed.

p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize with the system before bidding.
Part I (Section II)
General Instructions regarding technical and financial bids

1. PART- I (Technical bid)

1.1 Tenders in two parts are invited from Companies/Firms/Agencies for Catering and Pantry Services for Officer's Lounge and Dining Rooms (OLDRs), at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai at an estimated cost of ₹7.1 crores/- (Rupees Seven crores and Ten lakhs only) for all the OLDRs located at the said locations.

1.2 The Contract may be extended to any other premises of the Bank in Mumbai at the same rates.

1.3 The Bank reserves right to award work to one or more bidder for OLDR located at different places.

1.4 The tenderers should submit their proposal, as per the instructions regarding e-tender, along with all supporting documents complete in all respects on or before 2.00 PM on April 29, 2022. Tenders must submit a Bank Draft/Pay Order amounting ₹14,20,000/- (Rupees Fourteen Lakhs Twenty Thousand only), in favour of Reserve Bank of India in towards Earnest Money Deposit (EMD) without which applications will be rejected.

1.5 RBI has appointed – (i) Shri Vishwanath Giriraj, IAS (Retd.)
Address: A Wing, Flat 1001, Landmark Towers, GD Ambedkar Marg, Opp Wadala Telephone Exchange, Naigaon, Dadar East, Mumbai - 400014 as Independent External Monitors (IEMs) in the tendering process.

1.6 Tenderer shall note that the pre-contract integrity pact is required to be submitted by them and the same shall form part of the contract and will be valid for the tenure of the contract and extension of the contract, if any, thereafter.

1.7 A pre-bid meeting of the intending tenderers will be held at 11:30 AM on April 18, 2022 in the Conference Room, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. The Bank will clarify any point/doubt raised by the bidders in respect of the tender. No separate communication will be issued for this
meeting except for the change of date or time by the Bank which will be publicized on the Bank’s website. All the intending tenderers are advised to be present personally or through a duly authorized representative. They may indicate points/conditions/specifications which need to be clarified during the meeting in advance to the following e-mail id: loungedeskmro@rbi.org.in. Issues, if any will be clarified in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.

1.8 The Part-I (Technical Bid) will be opened electronically on April 29, 2022 at 03.00 AM. In the event of any date indicated above being declared a Holiday, the next working day shall become the effective date for the respective purpose mentioned therein.

1.9 Tender document can be downloaded from the Bank’s website www.rbi.org.in or www.mstcecommerce.com. Any amendment(s)/corrigendum/clarifications with respect to this tender shall be uploaded on the website/e-portal only. The tenderer should regularly check the above website/e-portal for any Amendment/Corrigendum/Clarification on the above website.

1.10 Before submitting the tender, the Bidders may go through the detailed scope of work, articles of agreement and terms & conditions specified herein, on which the work will be awarded by the Bank and required to be executed by the successful Bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this tender.

1.11 Bidder/authorized signatory of the Bidder shall sign on each page of the tender before uploading.
1.12 Corrections, if any, in the quotation shall be duly authenticated with full signature.

1.13 In the first stage, the Technical Bids will be opened. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions in the tender document will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria mentioned in the tender document. Decision in this regard will be at the sole discretion of the Bank.

1.14 Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.

1.15 Every Bidder (each member in the case of proprietorship/partnership firm/company/joint venture/consortium) is required to confirm and declare with his bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder, to be null and void.

1.16 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

1.17 The Bank may obtain reports on the past performance of the Bidder from his clients and bankers. The Bank may evaluate the said reports before opening of the financial bid of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers, are found unsatisfactory, the Bank reserves the right to reject his offer and his EMD will be returned. The Bank is not bound to assign any reason for doing so.
1.18 This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of Bank and the Contractor. Further, Bank will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

1.19 Eligibility criteria for participating in the tender –

The estimated cost of the work/contract is around ₹7.1 Crore per annum and therefore the tenderer must have experience of successfully completed similar works (catering and pantry services) during the last 5 years ending December, 2021 (from January 01, 2017 onwards) where the minimum number of persons served per day was at least three hundred within the criteria given below:

i. Tenderers should have minimum average annual turnover of Rs.2.5 Crore during the last 3 financial years supported by audited financial statements.

ii. Should have carried out one similar work continuously for the last 3 financial years costing not less than Rs.1 crore each year supported by audited/CA certified financial statements and Income Tax return certificate.

OR

Should have carried out two similar works continuously for the last 3 financial years costing individually not less than Rs.50 lakh each year supported by audited/CA certified financial statements and Income Tax return certificate.

OR
Should have carried out three similar works continuously for the last 3 financial years costing individually not less than Rs.25 lakh each year supported by audited/CA certified financial statements and Income Tax return certificate.

iii. Tenderers should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, TIN, GST, licensing food establishments, etc. duly supported by documentary evidence and certificates of registration.

iv. The Tenderer should have an office in Mumbai.

v. Tenderer should have at least one RTGS/NEFT enabled bank account for receiving payment.

vi. The Tenderer must be a profit making entity for the last three consecutive accounting years.

vii. The Tenderer should submit Income Tax Return/ Acknowledgement/ Assessment Order and audited financial statements for the past three financial years.

viii. The bidder should submit the list of clients served (current and previous). The bidder must also give references of organizations/companies where their current responsibility includes catering and pantry services. Also certificates from minimum two clients with respect to quality of performance of the bidder and the total number of staff in the bidder’s company/firm engaged in this work should also be provided.

ix. The bidder should be able to demonstrate that their existing business processes for medical fitness/police verification of employees and statutory compliances is robust.

x. Track record of a bidder should be clean without any involvement in illegal activities or financial frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively relating to the above.

xi. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

xii. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including Reserve Bank of India at any location in India on any grounds.
xiii. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof. The bidders shall submit documentary evidence or self-certified declaration in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

1.20 Details of the company/firm/agency

a) The full particulars of the Company/Firm/Agency, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address(es) etc. are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.

b) Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given.

c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers (as per format prescribed in Section XI of part I of the tender document) with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last three years.
d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

1.21 **Documents required to be uploaded** - Scanned copy of Original Documents to be uploaded online through ‘mstcecommerce’ portal in **PDF format** while submission of e-tender (Each file size should not exceed 5 MB)

1. Attach the Form of tender, Articles of agreement, Scope of work and Terms & Conditions duly signed.
2. Incorporation documents.
4. Audited annual financial statements for the last 3 accounting years.
5. All documents related to work experience supported by Work Orders and other details.
6. Experience details of key management personnel with documentary proof.
   (Key Management Personnel will include the Owner, Partners, Promoter, Directors, Chief Finance Officer, Company Secretary, Chief Executive Officer and the Managers, as the case may be.)
7. Copy of the PAN, DIN, TIN and GST Registration, food license issued by FSSAI etc. wherever applicable.
8. Documentary evidence regarding robust existing business processes for medical fitness/ police verification of employees.
9. Employee Provident Fund Registration certificate, ESIC Registration certificate
10. Copy of License under Contract Labour (R&A) Act, 1970, if applicable.
11. Details of current and previous clients.
12. Power of Attorney/authorisation with the seal of the company/firm in the name of the persons signing the tender documents.
13. One self-attested recent passport size photograph of each authorized person of the firm/agency, with name, designation, and address, mobile number, email ID etc.
14. Any other technical information the tenderer wishes to furnish (any litigation, court case, penalty, suspension etc.

15. MSE certificate, in case of MSE

1.22 Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. The Bank reserves the right to call for proof / verification of any of the above mentioned documents. All the submissions/declarations/assertions made by bidder should be on their letterhead only and each and every page of the document should contain name of company and signature of the authorised signatory.

1.23 Intending tenderer has to deposit Earnest Money Deposit (EMD) of ₹14,20,000/- (Rupees Fourteen Lakhs Twenty Thousand only) through Bank draft/ Pay order in favour of Reserve bank of India on or before the date given in NIT. Tenders without EMD will not be accepted. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work. EMD will not carry any interest. EMD will be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after submission of security deposit in the form of a valid bank guarantee and execution of the contract as per the attached format. The bidder shall be required to execute separate agreement with each of the OLDR attached to the various Offices/Units of the Bank mentioned in the tender document. The bidders are also advised to upload the scanned copy of Bank Draft/ Pay Order while uploading the tender. Original Bank draft/Pay Order should be submitted well in advance before opening of bids.

2. PART- II (Financial Bid)

2.1. Part-II of the online tender should only contain the service provider’s quoted rates as per the prescribed format.

2.2. The tendered rates should be inclusive of all charges for end to end operation, maintenance and supervision of OLDRs and Pantries as mentioned in the Scope of Work of this tender document and should include all the components namely raw materials, transportation, preparation charges, employee’s salary,
labour charges, services such as cleaning, maintenance etc. and all other applicable charges, levies, duties and taxes (other than GST). GST will be reimbursed by the Bank.

2.3. The bidder shall be liable to discharge all the statutory liabilities such as Minimum Wages, ESI, employee compensation and EPF contributions etc. A reference may be made to all Central Government laws/guidelines in this regard. Facilities to be provided by the Bank have been mentioned in Section VIII under scope of work in the tender document.

2.4. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates taking into account the probable future revisions in wages. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

2.5. Financial Bids shall be inclusive of insurance of adequate value, cost of the uniform, identity cards, and protective gear provided by the company/agency/firm to the personnel deployed.

2.6. Financial Bid should contain only the price filled in Indian Rupees in figures and words and any condition will make it liable for rejection.

2.7. The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the bidder.

3. Opening of tender

3.1. Validity of tender: The tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3. No deviations / conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.
3.4. The Part-II (Financial bid) of only those tenderer’s who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through email.

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

3.6. The Bank reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the Reserve Bank to do the aforesaid. Reserve Bank may modify the tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the tender Document shall be part of the tender Document. To allow tenderers reasonable time to take any addenda into account in preparing their proposals, the Bank will extend, if necessary, the deadline for the submission of proposal.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

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

Place:                                    Signature and seal of the tenderer
Date:                                      Name of Authorized signatory
Section - III

Form of tender

To,
The Regional Director for Maharashtra and Goa
Reserve Bank of India
Human Resource Management Department
Main Building, First Floor
Shahid Bhagat Singh Marg Fort,
Mumbai - 400 001.

Dear Sir,

Having examined carefully the specifications, scope of work and conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the memorandum and acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in Section II, Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and terms and conditions, conditions hereinbefore referred to, specifications, and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

<table>
<thead>
<tr>
<th></th>
<th>Description of works</th>
<th>Catering and Pantry Services for Officer’s Lounge and Dining Rooms, at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Estimated cost of works</td>
<td>₹7.1 crores per annum exclusive of GST</td>
</tr>
<tr>
<td>(c)</td>
<td>Earnest Money deposit (EMD)</td>
<td>₹14,20,000/-</td>
</tr>
</tbody>
</table>
(d) Validity of quoted rates  12 months.

The agreement may be considered for further renewal for maximum two years (one year at a time) at Bank’s discretion at the mutually agreed terms and conditions between the parties.

(e) Performance bank guarantee Applicable amount as I mentioned in the Section V in terms and Condition under Performance Bank Guarantee.

2. I/we undertake to offer my/our services in conformity with scope/nature of work and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.

3. I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of technical bid and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

4. I/We have deposited a sum of ₹14,20,000/- (Rupees Fourteen Lakhs Twenty Thousand only) as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India.

5. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.

6. I/We, do hereby declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also I/We have neither been suspended / delisted /disqualified by any organization including Reserve Bank of India for any reason nor any such proceedings are pending or contemplated. I/We also certify that
neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

7. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/we have no objection to the Bank, in conducting site visits, for inspection of establishments/similar services maintained by us.

8. I/we understand that you reserve the right to accept or reject the lowest bid and any or all the tender either in full or in part without assigning any reason thereof.

9. The tender is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner, and Part II (Financial Bid) contains only the price bid.

Dated this _______ day of _______ 2022.

For and on behalf of M/s ____________________________________

___________________________________
(Signature with seal)

Name __________________________________________

Designation _____________________________________

Place __________________________________________

Date __________________________________________

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date

________________________________________

________________________________________

(2) Signature with name, address and date

________________________________________

________________________________________
Section - IV
Articles of Agreement

ARTICLES OF AGREEMENT made at Mumbai on this _______ day of
__________________ between the Reserve Bank of India, Mumbai Regional Office,
Mumbai having its Central Office at Mumbai (hereinafter called “the Bank”) represented
by………………………which expression shall unless repugnant to the context include his
successors in office on the one part and (proprietorship/partnership firm/Company/Agency),
incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at____________________ (hereinafter
called “the CONTRACTOR”) represented by Shri ………………. who is authorized to enter
this agreement by its Board of Directors which expression shall include its/his successors,
assigns and legal representative on the other part.

WHEREAS the Bank has intention of engaging a contractor for providing Catering and
Pantry Services for Officer’s Lounge and Dining Rooms, at offices of the Reserve Bank
of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC),
ext. Mumbai or to any other premises of the Bank in Mumbai at the same rates and has
caused specifications describing the work to be done [as detailed in tender Documents
(Part I, Part II, annexures and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in tender
documents (Part I, Part II, annexures and amendments thereof)] have been signed by or
on behalf of the parties hereto.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide for
Catering and Pantry Services for Officer’s Lounge and Dining Rooms, at offices of the
Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe
Parade (WTC), etc. Mumbai as has been indicated in the scope of work and other
documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tenders and the Bank has
awarded the contract, to provide Catering and Pantry services for Officer’s Lounge and
Dining Rooms, at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-
Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai as stated in the scope of
work attached to the tender document, to the Contractor.
AND WHEREAS the Contractor has agreed to execute the work subject to the conditions set forth herein and to the conditions set forth in the tender documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as detailed in tender documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

A) **NOW IT IS HEREBY AGREED AS FOLLOWS:**

2.1 This agreement is for the OLDR located at ____________________ shall come into effect from **May 15, 2022** and will remain in force up to **May 14, 2023**. The contract may be considered for further renewal for maximum two years (one year at a time) on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and at the sole discretion of the Bank. During the annual renewal, the maximum permissible increase in amount if any, will be based on increase in Consumer Price Index and as decided by the Bank. The terms and conditions contained in the tender document shall be treated as part and parcel of this agreement.

2.2 In consideration of the said consideration amount to be paid in the manner set forth under this agreement, the Contractor shall upon and subject to the conditions execute and complete the work described in the scope of work.

2.3 The Bank shall pay the Contractor the Contract amount or such other sum which shall become payable at the times and in the manner specified in the conditions.

2.4 The specifications, agreements and documents mentioned herein shall form the basis of this Contract.

2.5 The Contractor shall carry out all works for end to end operation, maintenance and supervision of OLDRs & Pantries which includes catering (Lunch and Special lunch services), serving High tea/tea and snacks during meetings and tea/coffee/water services at cabins/desk to the officers/staff of the Bank and other ancillary works in the manner laid down in the said conditions, and shall make good any damages to the property etc.

2.6 Bills for the services may be submitted on monthly basis and will be paid after rounding off the final amount to the nearest rupee. The Bill shall be in accordance with the
requirements specified in Accounting and Payment Terms. The Payment will be made after deducting Income Tax and Surcharge at source. Any Tax etc., if any levied by the Central/State Government will be borne by the contractor. In case of disputed bills, adjustment will be made after mutual negotiation/arbitration.

2.7 The contractor shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Food Safety and Standards Act, 2006 and Contract Labour (Regulation & Abolition) Act, 1970 at his/her own cost. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

2.8 The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this contract.

2.9 For the proper performance of the contract, the Contractor, has to deposit applicable amount as indicated in the Section V under Terms and Condition of this tender document with the Bank as security deposit in the form of a bank guarantee issued by Scheduled Commercial Bank which is liable to be forfeited/ invoked either fully or partially in case of breach of any terms and condition or adjustment towards penalty amount or towards risk and cost amount or upon the loss or damage caused to the Bank, as determined by the Bank. No interest shall be payable on the said deposit. The Contractor shall maintain the required bank guarantee and replenish/recoup the same in the event of invocation of part/full bank guarantee forthwith, failing to do so will be treated as breach and the Contractor shall be liable to the consequences for breach under this agreement.

2.10. The workmen should be paid the minimum wages under the Minimum Wages Act, 1948 & rules made thereunder. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as may be applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen’s Compensation Insurance under Employees Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its
workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank’s right to terminate the contract at the risk and cost of the Contractor. The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and all other applicable laws. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR

1. The Contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract at office of the Reserve Bank of India located at ________________. The said conditions and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.

2. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time to time issue further written instructions, detailed directions and explanations which are hereafter collectively referred to as “Bank’s instructions” in regard to :-

   a) Cooking and serving of Lunch for the officers in OLDR
   b) Cooking and serving of Special Lunch for the officers in OLDR
   c) Serving of High Tea or Tea & Snacks during meetings
   d) Serving of tea/coffee/water to officers and employees at their cabins / desks
   e) Maintenance, operation and supervision of OLDRs, Pantries etc. and keeping them in presentable and hygienic condition.

3. The Contractor shall forthwith comply with and duly execute the Bank’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank, shall, if involving a variation, be confirmed in writing immediately, and, if not dissented from in writing within next day by the Bank, such shall be deemed to be Bank’s instructions within the scope of the Contract.
4. This Contract is a fixed Lump Sum Contract, to carry out the work according to the scope of work detailed in the tender document, at the rates contained in the Financial Bid of the tender (Section II, Part II).

5. The Contractor agrees to utilize materials/brands which will be of the best quality/ as per the approved list (given in Annex I). Bank reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis. The Bank may conduct surprise check to verify the quality/standard of material/service provided by the Contractor. The Bank may send the food samples for quality certification to any laboratory. In case the report shows bad/poor quality, the Contractor shall be liable to penalty of Rs10000/- for each instance and the amount will be recovered from the dues payable to the contractor including from Security Deposit. If the quality of food items is found to be substandard/bad for more than three instances, the Bank shall have right to terminate the contract forthwith at the risk and cost of the Contractor.

6. The Contractor shall make his own arrangements for security and protection of his workers and materials and the completed work till the same are taken over by the Bank.

7. The Contractor shall obtain license, if any, required under applicable State or Central Law as applicable in case of the services covered under this contract, at its own cost.

8. The Contractor shall abide by all procedures/norms related to safety and security of the Bank’s premises.

9. The Contractor shall indemnify the Bank for any penalty levied on the Bank due to breach of regulations by the Contractor while performing the duties under the Contract. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:
   a. Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
   b. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work
   c. Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations, etc.
C) **Accounting and Payment Terms:**

a) The Contractor is fully responsible for the credits received from the Officers through Sodexo Meal Card/ any other meal coupons. The Contractor shall maintain the systems and procedures for collection and accounting of money from the users as specified in Section VIII of the tender document. The same has to be properly accounted with necessary paper work and reported to the Bank on monthly basis. The Contractor should properly account for the food items served which may be counter checked as per the systems enforced by the Bank. Necessary records are to be maintained by the responsible person appointed by the Contractor which is to be audited from time to time by the Bank’s officials or the auditor appointed by the Bank.

b) The Contractor shall raise the bill on completion of every month and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents. Documentary proof of payment to the employees/Bank Statement/ECS mandates/cash receipt and to statutory authorities such as ESI, PF etc is to be submitted along with the bill/invoice. Before submission of the bill, the Contractor shall ensure that the payment of persons deployed by the Contractor have been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances the Contractor shall be entitled to claim any charges over and above the charges prescribed in the terms of this contract. Bills shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.

D) **Penalty clause** –

1. The contractor will be required to maintain a feedback/ complaint register at the respective OLDRs, which should be easily available to all the officers/users. The complaint/feedback register should be attended to on ongoing basis and it should be ensured that complaints in the register are resolved without any delay. In case it is found that the complaints have not been rectified/ resolved despite entry in the complaint register, the Bank may impose penalty of Rs.1000 (one thousand only) for each such unresolved complaint and the same may be adjusted from the bill payable to the Contractor or from Security Deposit. The decision of the Bank will be final in this regard.
2. A monthly surprise review/inspection (or more frequent, as decided by the Bank) of the performance/work of the contractor, covering food quality including materials used, attendance of staff as per agreement, service promptness, kitchen/OLDR/cleanliness, hygiene conditions and other aspects mentioned in the tender document will be conducted by the Bank (based on feedbacks from officers in complaint register or otherwise and surprise checks). Monthly payment to Contractor will be released only if the performance is found to be satisfactory in review/inspection. If any deficiency in service/performance is found or a complaint is lodged by any of the officer, then the Bank may impose a penalty of Rs.1000 (one thousand only) per instance, the amount of penalty may be recovered either from the monthly bill payment or from the security deposit. If repeated complaints/lapses in performance are found then the Bank reserves the right to terminate the agreement by giving one calendar months’ notice in writing, however, the Contractor shall continue to discharge its/his obligations during the notice period unless dispensed by the Bank. In case of termination of the agreement for contravention of the terms and conditions of the agreement, the contractor may be debarred from any business dealings with the Bank for a period of three years. However, before debarring the Contractor, the Bank may give a seven days’ notice to the Contractor and consider the response, if any, thereon. The decision of the Bank will be final in this regard.

3. The Contractor shall ensure that its staff/employees observe cleanliness, maintain hygiene by wearing proper apparels and gear, and are properly dressed in neat and clean uniform with identity cards, etc, during their duty hours, failing which The Bank shall have right to impose a penalty of ₹500/- on each occasion and habitual offenders in this regard shall be removed by the Contractor from deployment at the Bank’s premises. The penalty on this account shall be recovered either from the contractor’s monthly bill or from security deposit.

4. The Contractor shall maintain a permanent attendance register duly signed by its staff of the respective OLDRs which will be open for inspection and checking by the authorized officials of the Bank any time. The contractor shall ensure that the required number of staff is deployed for duty on every day. In case any of the contractor’s personnel deployed is absent and is unable to provide suitable substitute, a penalty equal to the value arrived at, as per the following formula, shall be levied by the Bank and the same shall be
deducted from the contractor’s bills/ Security deposit. In case the contractor fails to maintain the requisite staff repeatedly, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. Also, frequent changes in the personnel should be avoided.

**Penalty for absence from duty would be calculated as follows:**

\[
\frac{(A \times C)}{(365 \times N)}
\]

Where, A - Total no. of absence from duty

C - Contract Amount per annum

N - Required number of employees per day as per Contract

5. The contractor shall ensure to provide the standard services as laid down in the scope of work. Penalty of Rs. 5000/- shall be levied on the Contractor by the Bank for deficiencies observed in service and for non-compliance with prescribed standards for the quality and quantity of food/eatables to be provided in Lunch, Special Lunch and High Tea, etc. for each occasion. The amount of penalty levied will be solely at the discrimination of the Bank and shall be final and binding on the Contractor, recoverable from dues payable to the Contractor or from the Security Deposit.

6. The Contractor shall ensure that under no circumstances violation as described below shall be acceptable and a penalty of Rs.5000/- shall be levied for each violation. The amount of penalty levied will be solely at the discrimination of the Bank and shall be final and binding on the Contractor. The penalty amount shall be recoverable from dues payable to the Contractor or from the Security Deposit

- Food served not being freshly cooked
- Shortage of food
- Hygiene/ cleanliness issues with the food
- Food not being served on the specified time
- Raw material used in preparation of food is not as per the prescribed standards
- Any other violation of similar nature with respect to quality, quantity of food and services rendered.

E) **Non-disclosure:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of
discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

F) **Sexual Harassment:** The Contractor shall be solely responsible for full compliance with the provisions of the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013 (SH Act). In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or Local Committee constituted under the SH Act and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment by the employee of the contractor is proved by the Committee. The person/employee involved in sexual harassment of the Bank’s employee shall be removed from the Bank’s premises till the enquiry is completed and if such person is found to be guilty he may be permanently removed from the Bank’s premises. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

G) **Risk and Cost Clause:** In the event of any failure or breach of any terms and conditions of the agreement on the part of the Contractor, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost, loss, if any incurred by Bank would be recovered from the contractor.
H) **Insurance** -

1. The successful tenderer shall take “all risk policy” for the contract value and workmen compensation policy for the workers engaged in the work for the period of the contract, renewable thereafter if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on contractors shall be minimum ₹2 lakh per person for any one accident or occurrence and ₹5 lakh in respect of damage to property for any one accident or occurrence. Workmen compensation Insurance policy for all the staff deployed shall also be taken by the Contractor and copies of the same shall be submitted to the Bank within 10 days of signing the contract. These policies shall be valid till the validity of contract with the Bank. The Contractor shall be liable to penalty at the rate of Rs.2000/- per day till the insurance is obtained and submitted to the Bank. The penalty will be recovered from any dues payable to the Contractor or from the security deposit. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies and recover the cost thereof from the bill of the contractor.

2. The contractor shall be responsible for any injury to persons or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, where immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

3. The Contractor shall be liable to make good all damage of every sort mentioned in this
Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

4. The Contractor shall indemnify the Bank against all claims which may be made against the Bank for any statutory non-compliance or by any statutory authority or any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.

5. The Contractor shall be responsible for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. The Contractor shall also indemnify and keep the Bank indemnified in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.

6. The Contractor shall insure the workers at his cost and keep them insured until the completion of the work, against loss or damage by fire with in the joint names of the Bank and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Bank, the premium of such further sum, being allowed to the contractor as an authorized extra. Such policy shall cover the property of the Bank only and the Bank's and Surveyors fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the contractor or of any sub-contractor or employee. The contractor shall deposit the policy and the receipts for the premium as specified. In default of the contractor insuring as provided above, the Bank on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the contractor without prejudice to the other rights of the Bank in respect of such default.

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

I) Contractor's Employees:

The employees engaged by the contractor shall be trained and experienced people having good health and character; well behaved, obedient and skilful in their tasks. They should be conversant in Hindi and possess workable knowledge of English.
1. The Contractor has to obtain police verification certificates on the character and antecedents of its personnel and other details relating to name, parentage, age and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises. The police verification has to be done annually.

2. The Contractor shall ensure that trained and competent persons are deployed, who are physically fit (i.e. preferably between age of 18 to 40 years for workmen and for supervisor) and are not suffering from any chronic or contagious diseases that may hamper their ability in carrying out the work efficiently. The contractor shall deploy his staff in such a way that they get weekly rest. The Contractor shall submit fitness certificate issued by registered medical practitioner before deploying persons for the purpose of the contract. Such certificate may be submitted annually. The Contractor shall remove any person who is suffering from communicable disease and may deploy them only after they are treated/cured of such disease.

3. There shall be no-employer-employee relationship between the Bank and the persons engaged for the purpose of this agreement. All the workers or persons deployed by the contractor shall be considered as the employees of the contractor and under the control and supervision of the Contractor for the purpose of good conduct/discipline and deployment and Reserve Bank of India shall not have any liability what so ever with regard to such workers/employees.

4. The Contractor shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement.

5. The Contractor shall ensure timely payment of wages/salary to the workers persons employed by him (through cheque or by crediting to the bank account) and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Bank every month. Further, the contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws including under the Contact Labour (Regulation and Abolition) Act, 1970, are complied with. The Bank will have the right to ask for bank statements from the contractor to verify the details of wages/salary paid by the contractor and will also have the right to demand any other documents which are required to ascertain compliance by the Contractor to various statutory provisions.
6. The Contractor shall ensure that all employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and/ or its employees have observed the same. The contractor shall be responsible for the good behaviour and conduct of their employees and in case of any complaints by the Bank, the contractor shall not employ such employees in the Bank’s premises.

7. The Contractor shall personally and exclusively supervise the work of all employees so as to ensure that the services rendered under this agreement are carried out to the best satisfaction of the Bank.

8. The Contractor shall ensure that no employees of the contractor will enter or remain in the Bank’s premises beyond the specified time limits/ duty hours unless and absolutely necessary for fulfilling contractors obligations with prior approval of the Bank. The Bank shall not be responsible to provide any shelter/ accommodation to any of the employees of the contractor inside its premises.

9. The contractor shall furnish list of his/ her employees to be deployed at Reserve Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any particular workmen/ staff placed/ employed by Contractor under the contract with RBI.

10. All staff deployed by the Contractor shall be provided uniform & identity cards and ensure that all its employees and agents bear the identity card at all times while they are working in the Bank’s premises.

11. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement, that they are employees of the contractor and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
12. The Contractor shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the contractor or its employees happen to be operating / working. In the event of any of the Contractor’s employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Contractor shall remove forthwith such employees from the Bank’s premises and indemnify the Bank for any loss on such violation of the rules and regulations.

13. The Contractor shall provide a complete and updated list of all the personnel deployed in the Reserve Bank of India offices located at _________________ every month.

14. The persons deployed for the purpose of the agreement shall not be in an inebriated condition or under the influence of any intoxicating material. **The Contractor shall ensure that Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank’s premises is strictly prohibited and ensure that the workers deployed in the Bank’s premises abide this rule strictly.**

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

16. The Contractor shall remove any employee who in the opinion of the Bank, is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees’ Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/ commissions done by them.

17. The workmen / employees engaged by the Contractor shall not have any right/ claim over the facilities enjoyed by Reserve Bank employees etc.

J) **Signing of Contract Agreement**

1. The contractor shall sign a separate contract with each office of the Reserve Bank of India located at Byculla, Bandra Kurla Complex, Belapur and Cuffe Parade (WTC), etc. and shall be responsible to individual offices for serving the terms of the contract. The
contractor shall raise separate bill on monthly basis for each OLDR and payment for the same shall be made by respective Offices of the Reserve bank of India. The contractor and his staff shall be under the general supervision and control of the personnel deputed for the purpose by the Bank at respective Office of the Reserve Bank of India and shall obtain necessary instructions from them for the day-to-day work in the premises.

2. General instructions to the bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful bidder. The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank.

3. In case of partnership firms the tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract.

4. On receipt of intimation from the Bank regarding acceptance of the tender, the successful tenderer shall be bound to implement the Contract from the date specified therein. The successful tenderer shall sign an agreement in accordance with the extant provisions. The successful tenderer shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Mumbai/ Maharashtra. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the contractor shall devolve on the contractor and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the contractor. Where the security deposit is utilized for the said purpose, the contractor shall immediately replenish the utilized amount. Failure so to do may amount to breach of the agreement and consequences thereof shall follow.

K) Licenses and Registrations -

(i) The Contractor shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

(ii) The contractor shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain
necessary licenses and permits, including licenses under Food Safety and Standards Act, 2006.

L) Other conditions –

1. To ensure effective implementation of this contract, authorized official/s of Reserve Bank of India shall issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the contractor. In the event the instructions are issued orally the same will have to be confirmed in writing immediately. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Bank shall be final and binding on the contractor.

2. It shall be the contractor’s responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.

3. The Contractor shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the contractor finds any discrepancy he shall immediately and in writing refer same to the Bank who shall decide thereupon.

5. All materials shall so far as procurable be of the equivalent kinds described in the Annex I and in accordance with the Bank’s instructions, and the Contractor shall upon the request of the Bank furnish him with all invoices, accounts, receipts, and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require.

6. The Contractor shall give all necessary personal superintendence during the contract period, and as long thereafter as the Bank may consider necessary. The Contractor shall nominate/identify the person for proper performance of this contract and provide the contact details of such person to the Bank at the time of signing the agreement. Any
directions, explanations, instructions or notices given by the Bank to the Contractors’ representative shall be held to be given to the Contractor.

7. The Contractor shall afford the official deputed by the Bank, every facility and assistance for inspecting the works and materials and for checking and measuring the materials. The Bank shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended, or the use of such materials shall be discontinued by the Supervisor/Manager appointed by the Contractor, but such examination shall not in any way exonerate the Contractor from the obligation to remedy which may be found to exist at any stage of the works.

8. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their contract.

9. If the Contractor after receipt of written notice from the Bank requiring compliance immediately fails to comply with, the Bank may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank as a debit or may be deducted from any moneys due to the Contractor.

10. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/its authorized officials. Subsequently, the contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their system.

11. The decision, opinion, direction, certificate (except for payment) by the Bank with respect to all or any of the matters hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

12. If, for any reason, the Bank is obliged, by virtue of the provisions of the Employees Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid.
The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or otherwise.

M) Disputes Resolution: All disputes arising out of the Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

N) Tenancy Rights

Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/its persons and Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the contractor for due execution of the contract and evict its personnel.

O) Failure to Exercise RBI's rights

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

P) Termination of the contract

1) If the Contractor being an individual or a firm commits any ‘act of insolvency’ (as defined by the Insolvency and Bankruptcy Code, 2016 or any other Act for the time being in force or declared as bankrupt or being an Incorporated Company placed under winding up under the provisions of Insolvency and Bankruptcy Code, 2016.
Or suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or assigns or sublet this Contract without the prior consent in writing of the Bank.

Or charge or encumber this contract or any payments due or which may become due to the Contractor hereunder.

Or if the Bank determines that the contractor

(i) Has abandoned the contract.

(ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works after receiving the Bank’s notice to proceed or

(iii) Has failed to proceed with works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the sites after receiving written notice that the said materials were condemned and rejected by the Bank under these conditions, or

(v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

(vi) Failure to provide/run the services at __________________ shall be treated as failure to perform the contract at ____________________________ and the Bank shall have right to terminate all the agreements relating to the remaining OLDRs.

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving one month notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank its authorized representatives may enter upon and take possession of the works and all plant, tools, machinery and other material lying in the premises or may employ the same by means of its own workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, the Bank shall give a notice in writing to the contractor to
remove his surplus materials, if any, and should the contractor fail to do so within a period of two days after receipt thereof by him, the Bank may utilize the material which is standard and usable and give credit to the Contractor for the net amount arrived at by the Bank. The material which is not usable in the opinion of the Bank will be disposed off without any claim for compensation.

2) Termination of contract by Contractor –

(i) The Contractor shall not terminate the Contract for the period of minimum 1 year from the date of awarding of the Contract and thereafter may terminate the contract by giving three months prior notice in writing, in case it decides to stop the services. In the case of failure to provide the Services for the minimum period of 1 year, the Bank has the right to forfeit the Security deposit.

(ii) If the payment of the amount payable by the Bank is in arrears and unpaid for 90 days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, and he shall be entitled to recover from the Bank, payment for all works executed and material procured and stored in the OLDR. In arriving at the amount of such payment the net rates contained in the Contractor’s original tender shall be followed or where the same may not apply valuation shall be made by the Bank. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

3) Right of Bank to terminate contract in the event of death of contractor if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/proprietor, dies or becomes incapable of discharging his contractual obligation, the Bank shall have the option of terminating the Contract without incurring any liability for such termination. However, if the contractor had appointed his/ her representative under a valid and registered deed of assignment and submitted the relevant documents to the Bank at the time of signing of the contract, the Bank may continue the contract with the said Representative, if it so desires by entering into a fresh agreement under the same terms and conditions and for the period as may be decided by the Bank.
Q) **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option terminate the contract.

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

<table>
<thead>
<tr>
<th>If the Contractor is a partnership or individual proprietorship</th>
<th>IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Contractor is a company</td>
<td>IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed in its behalf, the day and year first hereinabove written.</td>
</tr>
</tbody>
</table>

Signed and delivered by Reserve Bank of India, Mumbai

___________________________________________

(Name and Designation)

In the presence of –

Witnesses –

1. ____________________________________

Address:
If the party is a
Partnership firm

Or individual

SIGNERED AND DELIVERED BY

Proprietorship

In the presence of –

Witnesses –

1. __________________________________________
   Address:
   __________________________________________
   __________________________________________
   2. __________________________________________
   Address:
   __________________________________________
   ___________________________________________________________________

THE COMMON SEAL OF _________________
____________________________________________________________________

If the Contractor
is a company

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

In the presence of –

Witness:

1. __________________________________________

2. __________________________________________
If the Contractor Signs under Common Seal, the signature should tally with the sealing clause in The Articles of Association.

1. _________________________________
2. _________________________________

If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual

SIGNED AND DELIVERED BY -

The Contractor by the hand of Shri ________________________________

and duly constituted attorney.
Section V

Terms and conditions

1. Performance Bank Guarantee/Security Deposit

(i) The Successful bidder shall furnish Security Deposit to the Bank for due performance of the contract in the form of Bank Guarantee (as per the format given Section X of this tender document) valid for a period upto six months after expiry of the contract. The Bank Guarantee shall be furnished within 7 days from the date of acceptance of offer and payable separately for each OLDR. The amount of performance bank Guarantee/Security Deposit will be

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>OLDR Location</th>
<th>Amount of Bank Guarantee/Security Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WTC</td>
<td>6.20 Lakhs</td>
</tr>
<tr>
<td>2</td>
<td>Byculla</td>
<td>5.90 Lakhs</td>
</tr>
<tr>
<td>3</td>
<td>BKC</td>
<td>5.40 Lakhs</td>
</tr>
<tr>
<td>4</td>
<td>Belapur</td>
<td>1.40 Lakhs</td>
</tr>
<tr>
<td>5</td>
<td>Main Building</td>
<td>16.60 Lakhs</td>
</tr>
</tbody>
</table>

The bank guarantee shall be renewed for a further period of one/ two years in case of renewal of the contract by the Bank. The Bank Guarantee/ Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for the amount of Security Deposit.

(ii). Failure to pay the Security Deposit/ Bank Guarantee shall be treated as failure to discharge the obligations under the contract and shall result in cancellation of the offer of the contract and forfeiting the EMD. The bidder shall be liable to compensate the Bank for any loss incurred by the Bank.

(iii). The bank guarantee shall be released by the Bank only after being satisfied of the successful completion of the contract and no liabilities from the bidder or its employees. The security deposit shall be discharged only after adjusting all dues, liabilities, etc. recoverable from the bidder.

(iv). The Bank reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by the Bank due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation / insolvency or change of composition or for the penalty imposed by the Bank under the
agreement. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding.

(v). On payment of the security deposit, the contracting firm will be required to enter into an Agreement/ Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank. The bidder shall be liable to bear all the expenses including payment of stamp duty for execution of the agreement.

(vi) If the successful bidder fails to comply with the terms and conditions of the contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Bank.

2. **Prices for extra etc. ascertainment of**

A) The contractor may, when authorized by the Bank, add to, omit from or vary the works shown upon the specification, or included in the scope of work, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank shall, if confirmed by him in writing immediately, be deemed to have been given in writing.

B) No claim for an extra work shall be allowed unless it shall have the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorized extra work and shall be made in accordance with the following provisions:

(a) The net rates or prices in the agreement shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(b) Where the extra works are not of similar character and/or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the agreement or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
3. The prices quoted shall be deemed to have included all applicable taxes (other than GST), custom duty, excise duty, local levies, etc. imposed by Central/State Government/Local Bodies, Contractor Profit, Overhead expenses and other expenses. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. No service charge will be payable.

4. If the bidder desires, it shall list deviations from the terms and conditions given in the tender document. However the application which does not comply with RBI’s terms and conditions may be rejected as Non-Responsive.

5. Part ‘II’ - price bids shall contain prices in Indian Rupees only as per the format both in figures and words. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.

6. Bidders are expected to exercise due care while quoting the rates. The rates quoted should not be Abnormally High Rates (AHRs) or Abnormally Low Rates (ALRs). In case ALRs are quoted by any bidder/s in price bid, the Bank reserves the right to either reject such bids or to establish the reasonableness of prices on the basis of estimated rates, prevailing market rates, last purchase prices, other input costs and intrinsic value, etc. before awarding the contract. For bidders quoting ALRs, if empanelled, the Bank may increase the amount of security deposit by four times of the applicable value/amount as mentioned in the Section V under Terms and Condition as performance security, which may be forfeited in case such contractor is not able to perform the contract on the given rates. The decision of the Bank in this regard will be final and binding.

7. The tenderer must use only the forms downloaded from the MSTC/ Bank's website MSTC to fill in the rates. The uploaded tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.

8. The rates quoted shall be firm and binding without any escalation till renewal of the contract. Thereafter, increase in contract rates will be at the discretion of the Bank.

9. The contract will be initially for a period of 12 months extendable for further period of two years (one year at a time & not exceeding three years in total), at the Bank’s discretion. The further extension of Contract after two years will be at the discretion of the Bank and at mutually agreed upon terms.
10. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the Bank within 7 days from the date of issue of the offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. In such an event the Bank shall have right to debar the bidder from participating in any tender in the Bank for a period of three years.

11. The Contractor will have full responsibility of proper upkeep and maintenance of the OLDRs. If any items supplied by the Bank at its expense for the purpose of running OLDRs will be Bank’s property for all intents and purposes.

12. The losses due to breakage / theft / damage or loss (except due to natural wear and tear) of any such materials /fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost from the amounts payable or from security deposit and the decision of the Bank shall be final and binding in this regard. The Contractor shall maintain records for all such damages/breakages. A stock statement giving details of all movement of stock of items provided to the Contractor during the month should be provided to the Bank by 7th of the succeeding month or as per periodicity decided by the Bank.

13. The Contractor shall indemnify and keep the Bank indemnified, defend and hold good the Bank, its directors, officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

14. The Contractor shall be registered with the Central/ State Body concerned and shall abide by State Labour / Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/ Regulations and rules relevant to this contract and shall indemnify and keep the Bank indemnified against damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc..

15. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of the Bank premises/colony for any purpose other than those expressly provided in
the contract. It shall be open to officials of Bank to inspect the OLDR, kitchen and pantries at any time.

16. The Contractor should put in place a proper mechanism (including keeping wet and dry wastes separately) for collection, handling disposal and removal of waste from the premises and comply with all the statutory requirements in this regard.

17. The contractor or his/ her authorized representative has to attend periodic review meetings convened or as and when required, for discussion for evaluation of performance of the contract.

18. In the event of any damage being caused to the movable or immovable property of Bank or employees of Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the same from the bill of the contractor or from the security deposit.

19. The contractor shall not use the Logo and or trade name of Bank or letter head of Bank and the relationship between the contractor and Bank being on principal-to-principal basis, the contractor shall not hold himself/ herself as an agent of Bank. The contractor shall not use Bank’s address on his letterhead/ stationery for purposes of Registration or communication with any Government/ Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/ employee on Bank’s premises.

20. Contractor shall maintain all registers as required by the Regional Labour Commissioner and shall furnish the same to the Bank or its representative as and when required.

21. The Contract shall be executed in duplicate, and the Bank and the Contractor shall be entitled to one executed copy each for his use.

22. The authorised representatives of the Bank shall at all reasonable times have free access to the work and other places and the Contractor shall give every facility to the Bank and their representatives, necessary for inspections and examination and test of the materials. Persons not authorized by the Bank, except the representatives of public authorities, shall not be allowed on the works at any time.

23. The Bank reserves the right to use premises and any portions of the sites for execution of any work not included in this Contract which it may desire to have carried
out by other persons, and the Contractor shall allow all reasonable facilities for the
effect of such work but shall not be required to provide any equipment or material
for the execution of such work except by special arrangement with the Bank. Such
work shall be carried out in such manner as not to impede the progress of the works
included in the Contract and the Contractor shall not be responsible for any damage
or delay which may happen to or occasioned by such work.

24. The successful tenderer is bound to carry out all items of work necessary for
performance of the job even though such items are not included in the scope of work
and rates. Schedule of instruction in respect of such additional items and their
quantities will be issued in writing by the Bank.

25. In case of proprietorship, duly executed deed of assignment clearly identifying the
representative who will be liable to perform the contractual obligation in case of the
death of the proprietor shall also be submitted. However, in such an eventuality purely
as stop gap arrangement, it will be the prerogative/right of the Bank to continue the
contract for such period as may be decided by the Bank.

26. The Contractor shall be responsible for providing the services at the Offices of the
Bank on all the working days of the Bank or such other days as determined by the
Bank.

I/We have read the Terms & Conditions explicitly mentioned above and accept the
same to execute the contract, if awarded.

Signature of the authorized person: ………………………………………………

Name of the signatory (……………………………………………)
(in block capital letters):

Status of the signatory i.e. proprietor / partner/director:

……………………………………

Date: ……………..
Section - VI

Evaluation criteria

Technical Bids of applicants will be evaluated based on the eligibility criteria mentioned in the tender document, after scrutinizing all the relevant documents as sought from bidders and as per methodology given as follows. Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of price bids.

a) Evaluation of Technical Bid

Technical Bids will be opened first and evaluated to determine their responsiveness to the Bank’s requirements. The technical bid evaluation shall be done based on the following criteria:

During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

1. **Service quality, cleanliness and hygiene levels maintained by the bidder at current similar facilities** (to be decided by the Bank on the basis of site visit reports, the decision taken by the Bank in this regard will be final) – **Max 30 Marks**
   
   a) Excellent – 30  
   b) Very Good – 25  
   c) Good – 20  
   d) Poor – 10  
   e) Very Poor - Nil

2. **Number of years in providing catering services - Max 20 Marks**
   
   a) More than 10 years - **20**  
   b) More than 5 years and up to 10 years - **15**  
   c) 5 years or less- **10**

3. **Annual Turnover (Average of last three financial years) as on March 31, 2019-Max 20 Marks**
   
   a) More than Rs.3 crore - **20**  
   b) Above Rs.2 crore and upto Rs.3 crore - **15**
c) Rs.1.5 crore or more and upto Rs.2 crore – 10

4. Current similar contracts/ works (Catering and Pantry services etc.) in other locations - Max 20 Marks
   a) More than seven similar works in other locations – 20
   b) More than four but less than or equal to seven in other locations – 15
   c) Two or more than two but less than or equal to four in other locations - 10

5. The management composition of the agency (Experience of key Management personnel in catering services) - Max 10 Marks
   a) More than 10 years of experience (average number of years) of key Management personnel- 10
   b) More than 5 years of experience and up to 10 (average number of years) of key Management personnel – 7
   c) 5 years of experience or less (average number of years) of key Management personnel- 5

Key Management Personnel will include the Owner, Partners, Promoter, Directors, Chief Finance Officer, Company Secretary, Chief Executive Officer and the Managers, as the case may be.

The bidder shall facilitate the inspection of the similar facilities maintained by them, by the Officials of the Bank to ascertain the performance, as specified above.

All the supporting documents for the above criteria are required to be submitted for evaluation.

Proposals scoring minimum of 60% marks (i.e. 60 marks out of total 100 marks as per the above criteria) shall be considered for further evaluation in the price bid. The Bank shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non-responsive to the tender conditions. The Bank shall simultaneously notify the bidders who have secured the minimum qualifying marks, indicating the date and time set for opening of the Price Bids. The notification may be sent by electronic mail. In order to verify the claim regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.
b) Evaluation of financial bid

After the technical evaluation has been completed, the financial Bids of only technically qualified vendors will then be opened for the purpose of commercial evaluation. The financial Bids shall be opened publicly in the presence of the bidder’s authorised representatives who choose to attend (only one representative per bidder). The name of the Bidder and the offered prices shall be read aloud and recorded when the financial Bids are opened.

The Evaluation Committee will determine whether the financial Bids are complete (i.e. whether they have accounted for all items of the corresponding proposals. If not, the Committee will cost them and add their cost to the initial price) and correct any computational errors. The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

Bids shall be evaluated based on a combination of Technical and Financial bid. The lowest financial Bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Bids will be computed as Sf = 100 x Fm/F in which Sf is the financial score, Fm is the lowest price offer and F is the price offer of the tender under consideration. Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T = 0.60 and P = 0.40) S = St x T% + Sf x P%. The bidder securing the highest combined technical and financial score will be awarded the work.
Section VII
Undertaking

(ON A STAMP PAPER of Rs.100/-)

To,
Regional Director
Reserve Bank of India
Mumbai Regional Office
HRM Department
Mumbai

Name of the firm/Agency_____________________
Name of the tender____________________ Due date: ________________

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.

2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We shall abide by the various statutory provisions including Contract Labour (Abolition and Regulation) Act, 1970, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948, Payment of Bonus Act,1965 etc. I/We shall pay Gratuity, Leave, Relieving Charges, Uniform and Allowances thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per the provisions of Minimum Wages Act, 1948 as amended from time to time and shall be fully responsible for any violation.

(Signature of the Bidder)

Name and Address of the Bidder
Telephone No.
Section VIII

Scope of work

I. Bank has dedicated Officer’s Lounge and Dining Rooms (OLDR) facility at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai. Each OLDR has seating arrangements with table and chairs/couch for serving buffet lunch to Officers. All the above mentioned premises has a kitchen with gas, water and electricity facility. Kitchen at all the above premises are functional except for the kitchen at Cuffe Parade (WTC) premises where presently cooking is not permissible due to fire safety concerns. Each of the Reserve Bank of India Offices located at Main Building, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC) has pantry/pantries for preparation and serving of tea/coffee.

The Contractor shall be responsible for end to end operation, maintenance and supervision of OLDR (including kitchen & pantries), providing catering service which includes Lunch, Special Lunches on request, High tea / snacks and tea during meetings at conference rooms, cabins of the officers or any other designated places and tea/coffee /water at the desk to the officers and staff of Bank in the respective premises on all the working days or as demanded by the Bank. The Broad scope of work shall include regular lunch, special lunch, high tea / tea and snacks during meetings / tea and water services to the officers and staff at their cabins /desks as detailed below;

<table>
<thead>
<tr>
<th>Indicative numbers of (Approx.)</th>
<th>MRO</th>
<th>WTC</th>
<th>Byculla</th>
<th>BKC</th>
<th>Belapur</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of regular lunches per day</td>
<td>190</td>
<td>130</td>
<td>50</td>
<td>150</td>
<td>16</td>
</tr>
<tr>
<td>No. of occasions for special lunches per month*</td>
<td>10</td>
<td>2</td>
<td>5</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>No. of meetings per day*</td>
<td>7</td>
<td>5-6</td>
<td>1</td>
<td>12-15</td>
<td>1</td>
</tr>
<tr>
<td>No. of officers and staff for tea service at desk</td>
<td>1005</td>
<td>525</td>
<td>250</td>
<td>300</td>
<td>20</td>
</tr>
</tbody>
</table>

Note: The above numbers are indicative and may vary depending on office requirements and user preferences.

*Average number of participants for a special lunch is approximately 50 persons per special lunch occasion and for meetings average number of participants is approximately 25 persons per meeting.

Indicative figures of estimated number of manpower required to provide all the above mentioned services at respective location of OLDRs is given below.
<table>
<thead>
<tr>
<th>Manpower requirement</th>
<th>MRO</th>
<th>WTC</th>
<th>Byculla</th>
<th>BKC</th>
<th>Belapur</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall in-charge/ Supervisor/ Manager</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Cooks</td>
<td>8</td>
<td>-</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>Asst. Cooks</td>
<td>2</td>
<td>-</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Waiters/tea boys (semi-skilled)</td>
<td>28</td>
<td>15</td>
<td>10</td>
<td>15</td>
<td>4</td>
<td>62</td>
</tr>
<tr>
<td>Workers (dishwasher, cleaner etc.)</td>
<td>10</td>
<td>5</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>30</td>
</tr>
<tr>
<td>(unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>40</td>
<td>22</td>
<td>19</td>
<td>25</td>
<td>11</td>
<td>117</td>
</tr>
</tbody>
</table>

(The numbers are indicative and may vary depending on office requirements.)

II. Facilities Provided by the Bank Includes:

a. The Contractor shall be provided with a kitchen with electricity, gas and water connection at Banks premises located at Byculla, BKC, Belapur and Cuffe Parade (WTC).

b. However, presently fire NOC is not in place for WTC premises. Hence cooking is not permitted in the Cuffe Parade (WTC) premises due to fire safety concerns. Therefore, the Contractor shall cook the food at his own facility and shall transport and serve the same at WTC OLDR. Once the NOC is obtained and kitchen becomes functional, the contractor shall cook the food in kitchen located at Cuffe Parade (WTC) premises.

c. The cost of pipe gas/ LPG refilling will be borne by the Contractor. Electricity charges will be borne by the Bank. No rent will be charged by the Bank for using Kitchen, /OLDR/ Pantry.

d. The Bank will be providing kitchen utilities like utensils, crockery items, electrical appliances, required furniture and fixtures etc. An inventory of the items provided by the Bank will be annexed to the respective agreement.

e. All crockery items required in OLDRs, for serving high tea/ tea and snacks during meetings and for desk tea/coffee/water services which includes dishes, bowls, spoons/forks, cups and glasses, etc. will be provided by the Bank.

f. The contractor shall be provided with the Pantry space with water and electricity connection for preparing and serving tea in the meeting room or at the work place/desk.
III Lunch & Special Lunch

1. To cook and serve fresh and hot food to the officers in OLDRs located at Main Building, Byculla, BKC and Belapur or any other place where the Bank may decide to extend the facility.

2. To serve freshly cooked food at OLDR located at Cuffe parade (WTC). As the kitchen is not functional at Cuffe parade premises, the Contractor shall be responsible to cook food at the contractors’ own facility and transport the same (before the prescribed lunch time) to OLDR Cuffe Parade for serving. Once the Fire NOC is obtained and kitchen at WTC premises becomes functional, the Contractor shall cook the food in the kitchen at WTC premises.

3. The Contractor shall be ready to serve the lunch/special lunch, etc. with a day’s notice as per the average requirement at various premises as given below with a margin of +/- 20%. The Contractor shall ensure that on no occasion there shall be shortage of food, on violation on which penalty shall be levied on the Contractor as per the Penalty Clause.

4. Approximately 50% users prefer veg and remaining 50% prefers non-veg in Lunch/Special Lunch.

5. The Contractor shall be responsible for serving the Special lunch to Bank’s guests/officers on ‘as and when basis’ as per the instructions issued by the Bank to that effect. Special lunches shall be served separately for the guests in the dedicated room earmarked for special lunch. Special lunch request may be cancelled based on office exigencies and the Contractor shall be informed of such cancellation and the Contractor shall accommodate such changes and no amount will be payable for the cancelled special lunch. Special lunches would be in addition to the regular lunches.

6. OLDR facility will be supervised by a Bank appointed officer/s and all the staff along with over-all in charge posted by the Contractor will report such officer/s.

7. Contractor shall procure the raw material required for preparation of food as specified in approved list of materials given in Annex I.

8. Vegetarian and Non Vegetarian dishes shall be prepared and served separately. Vegetarian and Non-vegetarian dishes shall be made from fresh and good quality
material; and shall be purchased from reputed pre-approved shop. The items shall be washed and marinated properly before cooking.

9. The contractor shall do the disposal of leftover foods and other garbage on a daily basis at regular intervals to the satisfaction of the Bank and in line with Government/Municipal instructions in this regard.

10. The Contractor shall store sufficient quantity of high quality cooking ingredients in the available place in the OLDRs to ensure preparation of food items in time.

11. The Contractor shall serve the Lunch, Special Lunch and High Tea/tea and snacks as per the standard menu for lunch given in Annex II.

12. The Contractor shall maintain highest standards of hygiene and cleanliness with regard to preparation of food, maintenance of kitchen and OLDR.

13. Staff posted for service shall follow the standard mannerism of table service

14. The Contractor shall follow the lunch/ special lunch timing as determined by the respective offices for their premises. In general, the lunch timing shall be 12:30 PM to 2:00 PM. The contractor shall ensure that on no occasion there shall be any delay in adherence to the prescribed timings.

15. All the staff posted at in premises shall be in uniforms. All servers/waiters shall wear aprons, head gears, gloves, etc. while serving.

16. The Contractor shall ensure prompt service and ensure that officers are not kept waiting to be served unattended.

17. The contractor shall acquire all necessary and applicable approvals/ license from government or municipal authorities for running OLDR facility.

18. The Contractor shall serve the Lunch in buffet format and shall ensure that food served is hot and shall use hot plates / bain-marie for the same.

19. The Contractor shall ensure that all the plates, spoons and glasses, etc. are washed, cleaned and dried properly before serving.

20. The Contractor shall install/provide for swiping point-of-sale (POS) machine in good working condition to enable swiping of Sodexo card or any other meal coupons that the Bank may provide to its offices/employees. The Contractor shall enter into agreement with Sodexo or any other meal coupon provider for receipt of amount in his account. The Contractor shall provide the regular lunch to officers against swiping of Sodexo card at the amount fixed by the Bank from time to time. At present the per lunch rate payable by the Officers through Sodexo coupon meal is Rs. 110/-. The
Bank shall pay difference of amount of the agreed rate and the amount received by the Contractor by credit from Sodexo/ meal coupon providing entity. The Contractor shall maintain a register capturing the total number of transactions (number of swipes) on daily basis along with machine generated summary statement. Such register shall be made available to the Bank’s officer for inspection as and when demanded. The Contractor shall enclose a copy of relevant extract of register along with the POS generated summary report on daily basis for that month.

21. In case of special lunches, the Contractor shall maintain the record of total number of lunches served on the occasion of special lunches and shall furnish the report thereof to the Bank on the same day.

22. The Contractor shall ensure that the tables in OLDR/Special Lunch rooms are always cleaned promptly and plates are removed immediately upon completion of lunch by the officers.

23. The Contractor shall ensure that jars filled with potable water along with empty clean glasses are kept on the table.

24. Food counter shall be manned by a supervisor and servers and it shall be ensured that food is refilled promptly in the containers.

25. Bank shall make surprise inspections of OLDRs, kitchen, pantries, raw materials used, etc. to check the quality of the services provided by the Contractor. A penalty will be levied by the Bank on the Contractor for any adverse observation made during such inspection as per the terms given in penalty clause.

IV High Tea/ Tea & Snacks during meetings

1. The Contractor shall serve the Tea & snacks or High tea to all the participants during the meetings held in the office premises or any other place decided by the Bank.

2. The Contractor shall either serve the Tea & snacks or serve High tea as per the standard menu given in Annex II based on the instructions issued by the bank. Request for Tea & snacks or High tea may get cancelled due to official reasons and the Contractor shall accommodate such cancellation without any claim for compensation.

3. The Contractor shall ensure that staff posted for serving of Tea & snacks or High tea during the meeting follows high standards of service and shall not in any way create disturbance/nuisance/ hindrance during the meeting.
4. Plates, cups, etc. shall be immediately removed from the conference room/officer’s cabin after the completion of meeting.

5. Potable Water shall be provided to the participants during the meeting.

6. The Contractor shall maintain the record of total number of High tea/tea and snacks served during meetings in a day and shall furnish the record of the same of the Bank on monthly basis. The contractor shall also submit the copies of the instructions received from the Bank for providing High tea/tea and snacks during the meetings.

7. For meetings, approximately at 40% meetings high tea will be served while at the remaining 60% meetings tea and snacks will be served.

V Pantry Services- Tea/Coffee/Water at Desk/Cabins

1. The Contractor shall serve tea/coffee/water at the cabins/desks for all the officers/staff as instructed by the Bank on daily basis.

2. Each of the office premises has the pantries with water and electricity located in various departments for preparation of tea/coffee. The Contractor shall be responsible for maintenance of these pantries.

3. Tea/Coffee shall include green tea, lemon tea, masala-ginger tea, coffee, etc. or any other variant of tea/coffee beverages which shall be instructed by the Bank. Adequate staff shall be posted by the Contractor for pantry service for serving tea/coffee to the officers and staff at their cabins/desk to the satisfaction of the Bank.

4. Tea/Coffee shall be served at least twice a day/in each half as per the time determined by the Bank.

5. Tea/Coffee/Water shall be provided in the officer’s cabins/desk on as and when basis.

6. The Contractor shall be responsible for maintenance, cleaning etc. of pantry, crockery items (eg. Cups etc.).

7. The Contractor shall ensure that the used cup are immediately removed by his staff from desks of the officers.

8. The Contractor shall maintain the record of total number of tea/coffee etc. served during a day to officers/staff at their desks/cabins and furnish the record of the same to the Bank on monthly basis.
VI. Posting of staff by the Contractor

The Contractor shall post adequate number of staff for providing end to end services for operation, maintenance and supervision of OLDR facility and tea services at offices of the Reserve bank of India Offices located at Main Building and Amar Building, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai.

a) Overall in-charge – Manager/Supervisor

- Minimum Graduate in hospitality management with at least five years’ experience in hospitality/catering field and should be fluent in English and Hindi.
- Should be courteous and polite.
- Should be capable of checking and responding to e-mails
- Should interact with the officers and enquire personally regarding service
- Will be responsible for maintenance and cleanliness OLDRs
- Will ensure that the officers and their guests are treated with dignity.
- Should ensure that timely and good quality fresh food is served to officers and the dining tables are properly cleaned
- He will personally be responsible for handling the staff posted for operation, maintenance and cleaning, etc.
- Should maintain a feedback/suggestion/complaint book for officers in each OLDR wherein officers may give their feedback regarding catering services. Any suggestions/complaints shall be promptly looked into and brought to the notice of the Bank along with action taken/ proposed to be taken.

b) Cooks/ Asst. Cook (semi-skilled)

- Should be highly trained and professionally qualified with minimum 5 years of experience in handling large kitchens.
- Should be well versed in cooking all type of Indian, vegetarian and non-vegetarian items.
- Should maintain personal hygiene and hygiene in the kitchen.
- Should assign works to utility helpers and waiters in the kitchen.
• Should ensure that timely good quality hygienic food is served to guests either in rooms or in the dining hall.
• Should ensure that all the utensils and crockery kitchen equipment are clean and in working condition and also should ensure that the kitchen and dining halls are kept clean and in hygienic condition.
• Should provide clean/filtered (Aqua Guard etc.) water in clean glass jugs to Offices and staff/ every day and replenish the jugs as and when requested.

c) Waiters & Kitchen Helpers (unskilled)
• Should have one year experience of handling the similar work.
• Should be courteous, polite, neat and clean.
• Should serve the meals to officers/staff in a clean and hygienic manner.
• Should enquire with officers and provide additional food items on request.
• Should not keep officers waiting to be served unattended.
• Should assist cooks in cutting/storing of vegetables, etc.
• Should clean utensils/plates thoroughly using appropriate cleaning materials.
• Should sweep/swab and maintain the entire kitchen and keep it always neat and clean.
• Should clear the tables and clean them promptly.
Annex I

Approved list of Materials

The contractor has to use branded approved materials only. Food is to be prepared in refined vegetable oil. The contractor shall also ensure that the used edible oil is not reused for any other cooking purpose. Palmolein oil should not be used. Raw vegetables should be of good quality and washed properly before cooking.

Approved list of material to be used for cooking is given below

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Brand/ Quality*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Milk for tea/ coffee/ curd</td>
<td>Amul, Gokul, Mother’s Dairy, Warana</td>
</tr>
<tr>
<td>2</td>
<td>Butter</td>
<td>Mother’s Dairy, Amul, Britannia</td>
</tr>
<tr>
<td>3</td>
<td>Edible Refined oil</td>
<td>Saffola, Sundrop, Fortune, Sweekar, Dhara only.</td>
</tr>
<tr>
<td>4</td>
<td>Wheat Flour</td>
<td>Ashirwad, Annapurna, Nature Fresh, Pillsbury, Shakti Bhog</td>
</tr>
<tr>
<td>5</td>
<td>Rice (Basmati/ Kolam)</td>
<td>Kohinoor, India Gate, Lal Quila, Lal Mahal</td>
</tr>
<tr>
<td>6</td>
<td>Spices</td>
<td>Catch, MDH, Everest</td>
</tr>
<tr>
<td>7</td>
<td>Ice Cream</td>
<td>Mother dairy, Amul, Kwality, Natural’s, Dinshaw’s</td>
</tr>
<tr>
<td>8</td>
<td>Cereals/Dal and Raw Vegetables</td>
<td>Tata Sampann, Satyam Kitchen Millet</td>
</tr>
<tr>
<td>9</td>
<td>Table Salt/Black Pepper, Chat Masala, etc.</td>
<td>Catch, MDH, Everest (to be kept on dining tables)</td>
</tr>
<tr>
<td>10</td>
<td>Papad</td>
<td>Haldiram, Lizzat, Bikaji</td>
</tr>
<tr>
<td>11</td>
<td>Fruits, dry fruits, vegetables, paneer, etc.</td>
<td>Fresh and good quality</td>
</tr>
<tr>
<td>12</td>
<td>Sweet dish</td>
<td>Fresh and good quality from pre-approved suppliers</td>
</tr>
<tr>
<td>13</td>
<td>Fish/ Mutton/ chicken</td>
<td>Fresh and premium quality</td>
</tr>
<tr>
<td>14</td>
<td>Other items to be used like pickle, sugar, etc.</td>
<td>Premium quality</td>
</tr>
<tr>
<td>15</td>
<td>Tea/ coffee</td>
<td>Broke bond Red Label, Taj Mahal, TataTetley, Lipton, Twinings, Nescafe, Bru</td>
</tr>
<tr>
<td>16</td>
<td>Bread</td>
<td>Britannia/ Harvest Gold /Golden Delight</td>
</tr>
<tr>
<td>17</td>
<td>Juices</td>
<td>Real/Tropicana</td>
</tr>
</tbody>
</table>

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

Indicative Menu

(A) Normal Tea/Coffee

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Menu</th>
<th>Brand/ Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Boiled milk Tea/ Black tea</td>
<td>Taj Mahal/ Brooke Bond Red Label/Society and Sugar/ sugar free sachets on demand</td>
</tr>
<tr>
<td>2</td>
<td>Green Tea/ Flavoured Tea</td>
<td>Typhoo/ Twinings/ Girnar/ Lipton and Sugar/ sugar free sachets on demand.</td>
</tr>
<tr>
<td>3</td>
<td>Coffee</td>
<td>Nescafe/Bru and sugar/ sugar free sachets on demand</td>
</tr>
</tbody>
</table>

Note: Tea/Coffee/ to be served in a tray on the Officer's table.

(B) Tea/Coffee & Snacks

Indicative menu will be as per (A) along with any one of following additions-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Menu</th>
<th>Brand/ Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fruit cake (eggless) – One standard size</td>
<td>Britannia, Monginis or equivalent brand</td>
</tr>
<tr>
<td>2</td>
<td>Samosa- One</td>
<td>Premium quality</td>
</tr>
<tr>
<td>3</td>
<td>Premium baked cookies-salt and sweet two pcs each</td>
<td>Parle, Britania, Karachi Bakery, ITC-Sunfeast</td>
</tr>
<tr>
<td>4</td>
<td>Biscuits</td>
<td>Britania, Parle, Good day</td>
</tr>
</tbody>
</table>

(C) HIGH TEA

Indicative menu will be as per (A) along with the following three additions-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Menu</th>
<th>Brand/ Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Premium Quality baked salted Kaju/Almond/Pista- minimum 30 gms</td>
<td>Happilo, Haldiram, Nature Fresh or equivalent</td>
</tr>
<tr>
<td>2</td>
<td>Pastry/ Sandwich/ cutlet/ samosa One pc</td>
<td>Premium quality</td>
</tr>
<tr>
<td>3</td>
<td>Premium baked cookies-salt and sweet two pcs each/sweets</td>
<td>Parle, Britania, Karachi Bakery, ITC-Sunfeast</td>
</tr>
<tr>
<td>4</td>
<td>Biscuits</td>
<td>Britania, Parle, Good day</td>
</tr>
</tbody>
</table>
### (D) DETAILS OF BASIC LUNCH

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Items</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soup</td>
<td>Tomato Soup with croutons, Sweet corn/ Clear veg/ Spinach/ Mushroom/ Green peas, etc.</td>
</tr>
<tr>
<td>2</td>
<td>Snacks/ Starter</td>
<td>Harabhara kabab/ Dal vada/ Kothimbir vadi/ Upma/ Veg cutlet etc. (Daily on rotation)</td>
</tr>
<tr>
<td>3</td>
<td>Seasonal Salad</td>
<td>Green Salad including sliced onions</td>
</tr>
<tr>
<td>4</td>
<td>Rice</td>
<td>Jeera Rice/Veg pulao /Biryani/ Dal Khichadi (daily on rotation) and Steamed white rice</td>
</tr>
<tr>
<td>5</td>
<td>Chapati/South Indian</td>
<td>Roti and thepla/Puri/ Bhakri/ Dosa, Idli, Vada</td>
</tr>
<tr>
<td>6</td>
<td>Curd/Raita</td>
<td>Plain Curd/ Raita 100 gms. sealed cup of Mother Dairy/Amul</td>
</tr>
<tr>
<td>7</td>
<td>Cereal (Dal)</td>
<td>Tuar Dal, Dal Makhni/ Rajma, Moong dal, White Chana, Malka Massor, Sambhar etc.</td>
</tr>
</tbody>
</table>
| 8       | Vegetable               | a) Two Seasonal Vegetable of good quality like Bhindi, Dum Aloo, Gobhi Matar, Doodhi Chana Dal, Aloo Masoor Amti, Gawar with Muthiya, Cabbage chana dal, etc. (Daily on rotation). Potatoes in vegetables or otherwise should not be served more than twice a week  
   b) Matar paneer/Shahi paneer/ Capsicum paneer/ Malai Kofta/ Malai methi/ Chhole/ Mixed Veg at least once a week in place of one vegetable.  
   c) Boiled vegetables |
| 9       | a) Papad                | Haldiram/ Lizzat/ Bikaji                                                |
|         | b) Pickle               | Nillon’s/Mother’s Recipe/ Haldiram/ Fab India                           |
10. **Dessert**
   - Gulab jamun/ Rasgulla/ Rasmalai/ Kheer/ Laddu/ Phirni/ Payasam/ Bengali Sweets of good quality from pre-approved standards shops
   - Ice cream – once a week – 100 gms sealed cup - Vadilal/ Amul/ Natural’s/ Dinshaw’s (Butter Skotch/Kesar Pista/Malai Kulfi)

11. **Fruit plate (Mixed/single fruit)**
   - Watermelon/ Papaya/ Pineapple/ Grapes/ Apple/ Kiwi/ Muskmelon/ Strawberry/ Mango (Seasonal)

12. **Mouth Freshener**
   - Branded Premium Quality.
   - Betel leaf (Sweet & sadha Paan) to be served once in a week.

(E) **Details Of Basic Lunch (Non-Veg)**

Indicative menu will be as per (D), except 8(a) in which anyone of the items of the following list, in place of one vegetable, daily on rotation.

1. Mutton – 200 gms
2. Chicken – 200 gms
3. Fish Rohu/Pomfret/ Kingfish (surmai)/ Bangda/ Halwa – 100 gms

(F) **Details Of Special Lunch (Veg)**

Special Lunch will have to be supplied based on specific orders and not on regular basis.

Indicative Menu will be as per (D) with following amendments:

- Two varieties of soups (Veg) with two cheese sticks and butter of branded company
- One starter (Veg) • Two salad
  - Green Salad
  - Russian/Pasta/Sprout Salad/ Dahi Papadi
- One Paneer item and two Vegetables items
  - Paneer Item: Matar Paneer / Shahi Paneer / Capsicum Paneer/ Malai Kofta/Malai methi
Vegetable (seasonal): French beans /capsicum – stuffed/baby corn/lady finger-stuffed/ tomato-stuffed/ sweet corn mix veg/ green peas, etc.
Vegetable (boiled): Mix of cauliflower/ cabbage/carrot/beans/ broccoli/ baby corn/sweet corn, etc.

(G) Details Of Special Lunch (Non-Veg)

Special Lunch will have to be supplied based on specific orders and not on regular basis.

Indicative menu will be as per (F) with the following amendments:

• One variety of soups (Non- Veg) with two cheese sticks and butter of branded company
• One paneer item, one vegetable and one Non Veg item (from the following):
  1. Mutton- 200 gms
  2. Chicken- 200 gms
  3. Fish Rohu/Pomfret/Surmai/Bangda/Halwa - 100 gms

The contractor is advised to visit the sites before quoting their rates to assess the scope and quantum of services/works.

I/We have read the detailed Scope of Work explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of the authorized person: ............................................................
Name of the signatory (...............................................................)
(in block capital letters):
Status of the signatory i.e. proprietor / partner/director:
..............................................
Date: ..................
Section - IX
Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.

2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

3. No floor, roof or other part of the structure shall be as over-loaded with materials as to render it unsafe.

4. Workers employed shall be provided with protective footwear, masks, protective gear including hand-gloves as per requirement.

5. Fire safety measures shall be adhered to as per local by laws.
Section – X
Pre-Contract Integrity Pact

INTEGRITY PACT
(ON A STAMP PAPER of ₹100/-)

Between

Reserve Bank of India (RBI), Human Resource Management Department, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai-400001 hereinafter referred to as "The Principal",

and

…………………………………………hereinafter referred to as "The Tenderer / Contractor"

General
The Principal intends to award, under laid down organizational procedures, contract/s for ………………………………… The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Tenderer(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint one Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

I – Commitments of the Principal
1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal will, during the tender process treat all Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the tender process or the contract execution.

   c. The Principal will exclude from the process all known prejudiced persons.
(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

II– Commitments of the Tenderer(s)/ contractor(s)

(1) The Tenderer(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Tenderer(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Tenderer(s) / Contractor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Tenderer(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Tenderer(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Tenderer(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Tenderer(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Tenderer(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.

e. The Tenderer(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
(2) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

III – Disqualification from tender process and exclusion from future contracts
If the Tenderer(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

IV – Compensation for Damages
(1) If the Principal has disqualified the Tenderer(s) from the tender process prior to the award according to Clause III, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
(2) If the Principal has terminated the contract according to Clause III, or if the Principal is entitled to terminate the contract according to Clause III, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

V – Previous transgression
(1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
(2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

VI – Equal treatment of all Tenderers / Contractors / Subcontractors
(1) The Tenderer(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
(2) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Subcontractors.
(3) The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.
VII – Criminal charges against violating Tenderer(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Tenderer, Contractor or Subcontractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

VIII – Independent External Monitor / Monitors

(1) The Principal appoints one competent and credible Independent External Monitors (hereinafter referred to as the Monitor) for this Pact. The task of this Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. (2) The Monitor are not subject to instructions by the representatives of the parties and perform theirs functions neutrally and independently. The Monitor report to the Governor, RBI.

(3) The Tenderer(s)/Contractor(s) accepts that the Monitor have the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Governor, RBI, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RBI, Central Board of Directors.

(8) If the Monitor have reported to the Governor, RBI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Governor, RBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural.

IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract and for all other Tenderers 5 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Governor, RBI.

X – Other provisions

(1) This Pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal i.e, Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

__________________________ ______________________________
(For & On behalf of the Principal) (For & behalf of Tenderer / Contractor)

(Office Seal) (Office Seal)

Place -----------------
Date -----------------

Witness 1:    Witness 2:
(Name & Address)   (Name & Address)
Section XI

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

To:
The Regional Director (Maharashtra & Goa)
Reserve Bank of India
Human Resource Management Department
Mumbai Office, IRD Cell
1st Floor, Main Building
S B Singh Road, Fort,
Mumbai – 400001

Place: Date:

Dear Sir,

Bank Guarantee for performance security deposit - Catering and Pantry Services for Officer’s Lounge and Dining Rooms, at offices of the Reserve Bank of India located at .........................

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, (hereinafter called “the RBI”) has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____________ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

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

We,________________(Name of the Bank), (hereinafter called “the Bank”), at the request of M/s ________________, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs ________________ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.
Now this guarantee witnesseth

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

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

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

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

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

We hereby further agree that –

Page 78 of 86
a) Any forbearance, act or omission on the part of the RBI in enforcing any the conditions
of the said agreement or in compliance with any of the terms and conditions stipulated
in the said Contract and/or hereunder or granting of any time or showing of any
indulgence by the RBI to the Contractor or any other matters in connection therewith
shall not discharge us in any way and our obligation under this guarantee. This
guarantee shall be discharged only by the performance by the Contractor of their
obligations and in the event of their failure to do so, by payment by us of the sum not
exceeding Rs. ...........
(Rupees……………………only).

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

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

d) This guarantee shall remain in force upto….. (Date) ............ (six months beyond the
contract period) provided that if so desired by the RBI, this guarantee shall be renewed
for a further period as may be indicated by them on the same terms and conditions as
contained herein.

e) In order to give full effect to the guarantee herein contained you shall be entitled to act
as if we were your principal debtors in respect of all your claims against the Contractor
hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of
surety-ship and other rights, if any, which are in any way inconsistent with any of the
provisions of this guarantee

f) Should it be necessary to extend this guarantee on account of any reason whatsoever,
we undertake to extend the period of this Guarantee on your request till such time as
may be required by you. Your decision in this respect shall be final and binding on us

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature ..........................

Name ..............................

Address .............................

Witness 2

Signature ..........................

Name ..............................

Address .............................

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

Confidential

Catering and Pantry Services for Officer’s Lounge and Dining Rooms at offices of the Reserve Bank of India located at Fort, Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai - Confidential Report on the means and standing of the company/firm/concern to be furnished by the bank

1. Name of the Firm/Agency/Company
2. Account Type and Number
3. Names of Proprietor/Partners/directors
4. Turnover of the firm for last 3 years
5. Credit facility/OD facility availed by the firm
6. Nature of dealings of the firm and opinion thereon
7. The Period from which the firm/agency/company has been banking with your bank
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost Rs.6.8 Crores
9. Any other relevant feedback/ information/ remarks.

Signature of Branch Manager/ Authorised signatory with seal

Name of the bank with branch address:
PART II
Section I
TECHNICAL BID

Catering and Pantry Services for Officer’s Lounge and Dining Rooms at offices of the Reserve Bank of India located at Byculla, Bandra-Kurla Complex, Belapur and Cuffe Parade (WTC), etc. Mumbai

Basic information -

a. Name & Address (Registered and correspondence both) of the Applicant with mobile numbers and email IDs:

b. Name of the authorised officials with mobile numbers and email IDs.

c. Type / form of organisation: (proprietorship firm / partnership firm / private limited / limited company)

d. Date of establishment / incorporation

e. Registering authority

f. Registration no. and date

g. MSE Certificate in case of MSE

(Enclose relevant supporting documents for c to f above)

1. Name and address of Directors and / or Partners (in case of Company or Partnership firm) or name and address of the Proprietor (s) in the case of sole proprietorship firm (Documentary evidence to be enclosed).

2. Full details of bidder’s ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3. Experience details of the firm/agency: (Use separate sheets wherever necessary)

   • Catering and Pantry services (particulars to be furnished supported by documentary evidence, which should be enclosed.)

4. Experience details of the key management personnel (attach documentary evidence)

5. Details of all previous and current similar contracts/ works

6. References of minimum two corporates where their current responsibility includes catering and pantry services.
7. Certificates from minimum two clients with respect to quality of performance of the applicant.
8. Certificate from banker as per prescribed format.
9. Total number of employees presently employed by the applicant in the catering and pantry services contracts along with a list detailing the qualifications and details of relevant experience of each employee.
10. Name and address of bank with mobile numbers and email IDs of bank officials:
11. Full details of Bank Draft/Pay order for EMD deposited:
12. Bank account details for refund of EMD. Please enclose a copy of cancelled cheque.
13. Details such as:
   • Provident Fund Code:
   • ESI Code Number:
   • Income Tax - PAN No.:
   • DIN/ TIN Registration No.:
   • GST No.:
   • Food license:
   • License under Contract Labour (R&A) Act:
   
   (Please enclose copies of all above)
14. Income-Tax Returns/ Acknowledgement/ Assessment orders for the last three years to be attached.
15. Copy of audited financial statements of the previous three years.
16. Indicate about any penalty or suspension, etc.
17. Any other information the applicant may like to furnish.
DECLARATION

I / We hereby declare that the information furnished above is true to the best of our knowledge. We have enclosed necessary documentary evidence in support of the same. I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law/ any case pending before the court of law/ Police authorities.

Place:                      Signature

Date:                      Name & Address of the

Bidder with Official Seal)
Part II
Section II

Financial Bid ONLY
PRICED ITEMS TO BE INCLUDED IN THE COST OF WORK

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lunch per plate (as per scope of work)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Vegetarian meal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Non vegetarian meal</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Special Lunch per plate (as per Scope of work)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Vegetarian meal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Non Vegetarian meal</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>High tea per plate (as per scope of work)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tea and snacks per plate (as per scope of work)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Tea/Coffee/Green tea/lemon tea, etc. per cup (as per scope of work)</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total Amount in Words and Figures (This amount should be submitted in the Price Bid to be uploaded on MSTC Website)

Note:-
1. The above rates should be inclusive of all charges for end to end operation, maintenance and supervision of OLDRs and Pantries as mentioned in the Scope of Work of this tender document and should include all the components namely raw materials, transportation, preparation charges, employee’s salary, labour charges, services such as cleaning, maintenance etc. and all other applicable charges, levies, duties and taxes (other than GST).
2. Employee’s Salary should be in accordance with Minimum Wages Act, 1948 inclusive of Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act and all other statutory liabilities.
3. The Bank reserves the right to review the lists and fix rates for addition, if any.
4. Section II of part II should be uploaded along with the Price Bid on MSTC website. In case of variation in Grand Total, if any, in Section II of part II and Price Bid, the amount given in Section II of part II will be reckoned for awarding the bid.

Place:                     Signature of the contractor

Date:                      (Seal)