



**Reserve Bank of India**  
**Human Resource Management Department**  
**Nagpur – 440001**  
(website: [www.rbi.org.in](http://www.rbi.org.in))

**Notice Inviting Tender (NIT)**

**E-Tender for Installation and Maintenance of Coffee/Tea Vending Machines for supply of Coffee/Tea in the Bank’s Premises at MOB and AOB, Nagpur**

Reserve Bank of India, Nagpur Regional Office (hereinafter called “the Bank”), invites E-Tender under two-bid system (Technical & Financial Bid) for the engagement of reputed and capable agencies/companies for the purpose of installation and maintenance of coffee/ tea vending machines and for supply of tea/coffee using fresh milk/coffee beans in the premises of Reserve Bank of India, Nagpur Regional Office. The contract shall be valid initially for a period till March 31, 2023 and thereafter will be renewed for two years, one year at a time, subject to annual review with price escalation clause as mentioned in the tender by the Bank based on the performance of the service provider/s.

2. E-Tendering document and other forms can be downloaded from the undermentioned website:

<https://www.mstcecommerce.com/eprochome/rbi>

[https://www.rbi.org.in/Scripts/BS\\_ViewTenders.aspx](https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx)

3. Tender document will be available for view/download from 01:00 PM of **June 20, 2022.**

Tender in prescribed form is to be submitted in two parts, Part-I of the tender is technical bid containing Bank’s standard techno-commercial conditions & Part-II of the tender is for financial bid or price bid. Part-II of the tender will be without any conditions of the bidders.

The Part-I & II of the E-Tender are to be submitted from 01.00 PM on **June 20, 2022 to 01.00 PM on July 19, 2022.** Tenders cannot be submitted after the due date and time.

All pages of the tender document should be signed & stamped by the Bidder/authorized representative of the Bidder and to be uploaded. A pre-bid meeting (off-line mode) of the

intending bidders will be held on **July 05, 2022 at 11.30 AM** at Reserve Bank of India, Nagpur. Part-I of the tenders will be opened at 03:00 PM on **July 19, 2022**. Part-II of the tender of the eligible bidders will be opened on a subsequent date which will be advised to the bidders in advance.

4. The service is estimated to cost ₹18.00 lakh annually (subject to emerging Covid Pandemic situation). The EMD of amount ₹36,000/- (Rupees Thirty Six Thousand Only) is to be paid through NEFT/D.D.in favour of Reserve Bank of India, Nagpur/ an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form (Annexure-VII) on or before **July 19, 2022 till 1:00 PM**. Proof of payment has to be submitted along with the techno-commercial Bid.

5. After examination of the Part-I and related documents, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing and their financial bid (Part-II of the tender) will not be opened. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or banker's report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-II of the tender. The Bank is not bound to assign any reason/s thereof.

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

7. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the RBI website. The tenderer should regularly check the above website / portal for any amendment / corrigendum / clarification on the above website.

**Regional Director  
Reserve Bank of India  
Regional Office  
Nagpur**



**Reserve Bank of India  
Regional Office  
Nagpur**

**E-TENDER FOR  
INSTALLATION AND MAINTENANCE OF COFFEE/TEA VENDING MACHINES FOR  
SUPPLY OF COFFEE/TEA IN THE BANK'S PREMISES AT RBI, MOB/AOB, NAGPUR**

**RBI/Nagpur/HRMD/17/22-23/ET/152**

**Reserve Bank of India,  
Regional Office  
Human Resource Management Department  
Main Office Building,  
Nagpur-440001**

### **Disclaimer**

Reserve Bank of India, Human Resource Management Department, Nagpur, (the Bank) has prepared this tender document. This tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

The purpose of this tender is to provide the requirements of the Bank to all the interested parties for submitting their bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in the tender. The Bank is not responsible, if no due diligence is carried out by the respondents. This tender is neither an agreement, nor an invitation to perform work of any kind to any party.

The Bank reserves the right of not proceeding with this tender, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right of declining to discuss the tender further with any respondent.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their bid.

**Regional Director  
Reserve Bank of India  
Regional Office  
Nagpur**

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Human Resource Management Department  
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**Notice Inviting Tender (NIT)**

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2. E-Tendering document and other forms can be downloaded from the undermentioned website:

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tenders will be opened at 03:00 PM on **July 19, 2022**. Part-II of the tender of the eligible bidders will be opened on a subsequent date which will be advised to the bidders in advance.

4. The service is estimated to cost ₹18.00 lakh annually (subject to emerging Covid Pandemic situation). The EMD of amount ₹36,000/- (Rupees Thirty Six Thousand Only) is to be paid through NEFT/D.D.in favour of Reserve Bank of India, Nagpur/ an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annexure-VII](#)) on or before **July 19, 2022 till 1:00 PM**. Proof of payment has to be submitted along with the techno-commercial Bid.

5. After examination of the Part-I and related documents, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing and their financial bid (Part-II of the tender) will not be opened. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or banker's report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-II of the tender. The Bank is not bound to assign any reason/s thereof.

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7. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the RBI website. The tenderer should regularly check the above website / portal for any amendment / corrigendum / clarification on the above website.

**Regional Director  
Reserve Bank of India  
Regional Office  
Nagpur**

### SCHEDULE OF TENDER (SOT)

<b>1</b>	E-Tender no	RBI/Nagpur/HRMD/17/22-23/ET/152
<b>2</b>	Estimated value of contract	₹18.00 lakh
<b>3</b>	Mode of Tender	e-Procurement System  (Online Part I – Technical Bid and Part II - Financial Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
<b>4</b>	Date of Notice Inviting Tender (NIT) available for view/ download	<b>01:00 PM on June 20, 2022</b>
<b>5</b>	Pre-Bid meeting	11:30 AM on <b>July 05, 2022</b> at RBI, Nagpur
<b>6</b>	Earnest Money Deposit (EMD) through NEFT	₹36,000/- (Rupees Thirty Six Thousand Only)  Account Details for deposit of EMD:  Beneficiary Name- Reserve Bank of India, Nagpur IFSC: RBIS0NGPA01 (5th and 10th digit is zero) Account No: 8714295
<b>7</b>	Last date of submission of EMD	<b>July 19, 2022 till 1:00 PM</b>
<b>8</b>	Date of Starting of e-Tender for submission of online Technical Bid and Financial Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	01:00 PM on <b>June 20, 2022</b>
<b>9</b>	Date of closing of online e-tender for submission of Technical Bid and Financial Bid.	01:00 PM on <b>July 19, 2022</b>
<b>10</b>	Date & time of opening of Part-I (i.e. Technical Bid)	03:00 PM on <b>July 19, 2022</b>
<b>11</b>	Part-II Financial Bid: Date of opening of Part II	Part-II Financial bid will be opened electronically of only those bidder(s) whose Part I: Technical Bid is found acceptable by the Bank.  Such bidder(s) will be advised date of opening of Part II: Financial bid, through valid email provided by them.
<b>12</b>	Transaction fees	As per MSTC Norms

## Section I

### E-tender Procedure and Important Instructions

This is an e-procurement event of Reserve Bank of India, Nagpur. The e-procurement service provider is MSTC Limited.

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

#### 1. Process of E-tender:

**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 will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Nagpur is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

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

In case of any clarification, please contact officials of MSTC, whose contact details are mentioned hereunder:

<b>Contact Details</b>	
<b>MSTC Limited</b>	
Details of MSTC officials in case of any technical clarifications in tenders for RBI officials	
<b>Mr. Tanmoy Sarkar, Deputy Manager</b>  <b>Mobile no.- 8349894664</b>  <b>Email id- <a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a></b>	<b>Ms. Rupali Pandey, Deputy Manager</b>  <b>Mobile no.-9458704037</b>  <b>Email id- <a href="mailto:rpandey@mstcindia.co.in">rpandey@mstcindia.co.in</a></b>



**2. System Requirement:**

- (i) Windows XP-SP3 & above/Windows 7/8/10 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
- (v) 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”.

- (vi) 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](http://www.mstcecommerce.com) once)

For more details, vendor may refer to the Vendor Guide and FAQ available at [www.mstcecommerce.com/eprhome](http://www.mstcecommerce.com/eprhome)

**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. 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. Bidding in E-tender:** Vendor(s) need to submit necessary 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 vendor(s) will be refunded by the tender inviting authority.

- i. The process involves Electronic Bidding for submission of Technical and Financial Bid.
- ii. 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](http://www.mstcecommerce.com) → e-procurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- iii. 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.
- iv. 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 be filled up and then vendor should click on "save" to record their Financial bid. Once both the Technical bid & Financial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- v. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- vi. In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- vii. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- viii. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- ix. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- x. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- xi. The tender inviting authority 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.
- xii. 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.
- xiii. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- xiv. No deviation to the technical and financial terms & conditions are allowed.
- xv. Vendors are requested to read the vendor guide and see the video in the page

[www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

### **Eligibility Criteria (Pre-Qualification Criteria)**

The eligibility conditions that are to be satisfied by the tenderers for undertaking the work of installation and maintenance of minimum four coffee/ tea vending machines and for supply of coffee/ tea in the Bank's premises (Location: at Reserve Bank of India, Main Office Building and Additional Office Building, Civil Lines, Nagpur – 440 001) are furnished below:

- 1) The intending applicant must be a company/ firm with minimum three years' experience in undertaking a work of similar nature and providing services to at least 2-3 Government Departments/Public/Private Sector institutions/Banks located at Nagpur with a contract value of not less than ₹18.00 lakh per year per institution. The tenderer must have its office/ franchisee office and set-up in Nagpur which must be adequate to discharge the work undertaken under this tender. Further, The intending tenderer must and have executed successfully similar works, during last five years ending on March 31, 2022 as under:
  - (a) Three works each costing not less than the amount equal to 40% of the estimated cost  
OR
  - (b) Two works each costing not less than the amount equal to 50% of the estimated cost  
OR
  - (c) One work costing not less than the amount equal to 80% of the estimated cost
- 2) The tenderer shall submit/upload a declaration as per [Annex III](#) along with the technical bid on its letter head signed by the authorized signatory to the following effects:
  - a) the track record of the tenderer is clean, and it is/ was not involved in any illegal activities or financial frauds;

- b) the tenderer's contract was not terminated in the past by any organization during the contract period due to unsatisfactory performance and
- c) The tenderer has not been put in negative list by any government organization/ bank/ any other entity for breach of applicable laws or violation of regulatory prescriptions or breach of agreement or for any reason whatsoever.
- 3) A Intending applicants will have to fulfill the Bank's requirement as assessed vide premises visit to be carried out by the committee comprising of AGM (OLDR) , AGM(HRMD), and AGM (Estate). Committee will undertake site visits to the premises of Intending applicants, who will have to ensure adherence to the Bank's requirement (as adjudged by the Committee's observations) with documentary evidence in support of their possessing required eligibility as per the criteria mentioned in the Evaluation Criteria Matrix mentioned below and in the event of their failure to do so, the Bank reserves the right to reject their application. All the vendors will be evaluated as per marks scored as indicated for each of the evaluation criteria and bids of only those vendors who score 60% (i.e. scoring at least 24 marks out of total 40 marks) or more marks shall be considered for further evaluation.

<b><u>Sr No</u></b>	<b><u>Criteria</u></b>	<b><u>Mark Analysis</u></b>
I	Turnover (Max Marks : 5) Annual Average Total turnover (for work of installation and maintenance of tea/coffee vending machine) for last three 3 financial years -	Annual Average Total turnover between 15 lakhs to 20 lakhs – 2 marks, 20 lakhs to 25 lakhs – 3.5 marks, Beyond 25 lakhs - 5 marks
II	Experience (Max Marks : 5) Number of years of experience in undertaking a work of installation and maintenance of tea/coffee vending	Relevant work experience between

	machine and providing services to Government Departments / Public / reputed Private sector institutions	5-7 years – 2 marks, 7-10 years – 3.5 marks, Beyond 10 years - 5 marks
III	Feedback from the existing clients. (Max Marks : 5)	No feedback/unsatisfactory – 0, Satisfactory – 3, Excellent – 5 marks
IV	Technical Evaluation – (Max Marks : 25)	
	Facilities provided in machine	Max Marks : 8
	Quality of consumables/ raw material used	Max Marks : 7
	Cleanliness of Installed Machines	Max Marks : 5
	Staff - Turnout, Appearance, Hygiene, Manners, Ease of doing tasks, etc	Max Marks : 5

The decision of the Bank in awarding mark for site visit shall be final and binding on the tenderers.

4. 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.

5. The members of the Evaluation Committee comprising of AGM(OLDR), AGM (HRMD), and AGM (Estate) so assigned may conduct site visits to assess the quality and other aspects of the existing contracts facilities and the office or any other establishment/s of bidders as per the above-mentioned criteria. A list of such places i.e. complete address details of clients and offices / establishments of the bidder in Nagpur and other places along with contact details of the contact person should be provided.

## **Instructions and other terms & conditions**

1. No deviations/ conditions shall be stipulated by the tenderer in either technical or financial bids. Conditional tenders will not be accepted and will be summarily rejected.
2. The tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing and the tenderer shall not cancel or withdraw the tender during this period.
3. Falsification/suppression of information shall lead to disqualification of the tenderer/ cancellation of contract even after award of work/during the currency of the contract.
4. Each tenderer (each member in the case of partnership firm / joint venture/ consortium) is required to confirm and declare with the bid (as per the enclosed [Annex-III](#)) that no agent, middleman or any intermediary has been, or 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 has been or 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 tenderer as non-compliant and declare contract, if already awarded to the tenderer, to be null and void.
5. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.
6. *The tenderer shall submit reports from bankers and clients (regarding past performance) as per [Annex IV](#) and [V](#). The Bank shall evaluate the said reports before opening of the Part-II of the tender.* If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or the performance reports submitted by the tenderer from its clients and/or its bankers' report are found unsatisfactory, the Bank reserves the right to reject

offer even after opening of Part-I of the tender. Part-II of the tender of such tenderers shall not be opened as also EMD shall be returned as it is. The Bank is not bound to assign any reason for doing so.

7. Reserve Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender or to reject any or all of the tenders received without assigning any reason thereof.
8. In case the tenderer has any doubt about the meaning of anything contained in the tender document, he / she shall seek clarification from the Office of Deputy General Manager, Human Resource Management Department (HRMD) not later than ten days before last day for submission of bid. All communications between the tenderer and the HRMD shall be carried out in writing. Except for any such written clarification by the Bank which is expressly stated to be an addendum to the tender document issued by the Office of Deputy General Manager, HRMD, no written or oral communication, presentation or explanation by any other employee of the Bank shall be taken to bind or fetter the Bank under the contract.
9. The intending tenderers shall have to submit all the above noted details with their tender by on or before the last date and time of submission of the tender.
10. Tenders not submitted as per the guidelines stated above are liable for rejection. Decision of the Bank in this regard shall be final.

## **Pre-Bid Meeting**

A Pre-Bid meeting will be held at 11:30 AM of **July 05, 2022** at RBI, Nagpur to answer any queries / provide clarifications that the bidders may have in connection with the work / tender and to give them relevant information regarding the same. No separate communication will be sent for this meeting. The tenderers are expected to get all the issues/doubts clarified during this meeting.

## **Earnest Money Deposit (EMD)**

The Bidders shall deposit EMD, of ₹36,000/- by NEFT/ D.D.in favour of Reserve Bank of India, Nagpur/ an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annexure-VII](#)) to Reserve Bank of India, Nagpur Account on or before **July 19, 2022 till 1:00 PM.**

<b>Beneficiary Name</b>	Reserve Bank of India, Nagpur
<b>IFSC</b>	RBIS0NGPA01 (5th and 10th digit is zero)
<b>Account No</b>	8714295

## **Performance Bank Guarantee**

The successful vendor shall execute an agreement on a stamp paper of required value for due performance of the contract within two weeks of the date of award of work. If the selected vendor fails to sign the formal agreement as above on award of contract EMD made by him shall be forfeited. The successful tenderer will be required to provide Performance Bank Guarantee of ₹90,000/- for six months beyond the duration of the contract within 15 days of award of contract. The guarantee shall be invoked in case of failure on the part of vendor to perform duties.



## Section II

### Scope of work and Terms & Conditions governing Contract

Before submitting the tender, the tenderer may go through the terms and conditions on which the work will be awarded by the Bank and required to be executed by the successful tenderer. The tenderers may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender. Application containing false or inadequate information is liable for rejection. The Regional Director, Reserve Bank of India, Nagpur reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and such decision will be binding on all the parties.

1. The contract, if awarded, shall be initially valid for a period till March 31, 2023. The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on terms mutually agreed upon. The Bank may decide to expand the scope of this contract for installation and maintenance of coffee/ tea vending machines and for supply of beverages at additional points in Bank's premises located in Nagpur at mutually agreed terms and conditions within the broad framework of this contract.
2. The successful tenderer shall install machines (minimum 4, the number may vary based on demand) inside the Bank Premises at places identified by the Bank and arrange for adequate manpower (02 personnel - 1 person per office building) for operating the machines and serving coffee/tea.
3. The persons/ contractor shall coordinate with AGM, OLDR for all issues related to service, troubleshooting, etc.
4. The supplier shall be responsible to provide manpower in order to provide continuous service and in the absence of any workforce, a suitable substitute shall be posted. As the Bank shall be providing necessary infrastructure, the payment of minimum wages shall be borne by the Vendor.
5. A local representative of supplying agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and for ongoing co-ordination with AGM, OLDR.
6. Beverages shall be served to employees at the point of vending machine.

7. Bills for supplies made shall have to be submitted on a monthly basis along with supporting documents, latest by 10<sup>th</sup> of the succeeding month and subject to the correctness of the bill, payment shall be generally made within seven (07) working days' time, taking into account time taken for obtaining clarifications, if any, from the vendor in the bill. The decision of the Bank in the payment of bill shall be final.

It may be noted that Bank shall pay the bills only to the extent of actual consumption of items mentioned in Financial Bid. Vendor shall be required to provide minimum wages to its employees, as applicable,

8. All the departments of the Bank function from Monday to Friday and only a few departments function on Saturdays except 2<sup>nd</sup> and 4<sup>th</sup> Saturday. The Bank observes all public holidays declared by the State Government under Negotiable Instruments Act. The working hours in the Bank for serving coffee/ tea will be generally from 10.00 AM to 5.45 PM on Monday to working Saturday.
9. The quantity of coffee/tea to be served shall be **100 ml per cups**.
10. Sufficient stocks of all the varieties of tea bags, Roasted Coffee Beans (Arabica), etc.), cups, stirrers, etc. offered in the quotation shall be maintained and supplied by the vendor.
11. Beverages shall be served in **150ml paper cup**. These cups and wooden stirrers shall be provided by the vendor and be of good branded quality.
12. Posted staff shall clean the installed machines daily. Preventive maintenance of machines shall be taken up on weekly basis by the vendor at his/ her own cost. The vendor shall ensure that the machines are regularly cleaned, and hygiene standards are maintained. The vendor shall ensure uninterrupted functioning of machines.
13. The vendor's staff shall maintain personal hygiene.
14. The vendor shall get the medical examination done for its workforce (to be deployed for the purpose). It shall ensure that personnel deployed in operating vending machine are free from any contagious or communicable diseases and shall arrange for their regular Health check-ups (twice a year). The cost of the health check-up shall be borne by the Agency. The documentary evidence in this regard shall be furnished to the Bank:
  - (a) Within a fortnight of new employee commencing work.
  - (b) Within a fortnight of the half yearly check-up.

15. Bank shall provide water, space, electrical points for installation and operation of vending machines and for storage of crockery and cleaning material.
16. The Bank shall deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the vendor.
17. The arrangements with the vendor shall stand terminated in the case of its insolvency.
18. The vendor shall ensure uninterrupted supplies on all working days of the Bank. In the event of poor/ deficient service, the Bank reserves the right to terminate the arrangement with the vendor at a notice of 30 days.
19. The Bank also reserves the right to terminate the contract by giving a notice of 30 days without assigning any reason/s.
20. The vendor shall submit details, such as names, residential address, age, etc., along with recent photograph of its workers to be deployed by it in the premises of the RBI, Nagpur. For the purpose of proper identification of the employees of the vendor deployed for the work, it shall issue identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at all times during their presence in the Bank's premises.
21. The vendor shall have a procedure to conduct police verification of its workforce (to be deployed for the purpose) and shall be responsible for their conduct/ irregular behavior. A copy of the Police Verification report shall be submitted to HRMD, Nagpur within a month of commencement of work or engagement of new manpower in RBI Premises.
22. The persons deployed by the vendor for the services mentioned above shall be the employees of the vendor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the vendor and in no case, shall a relationship of employer and employee between the said persons and the RBI, Nagpur shall accrue/arise implicitly or explicitly. It shall be the responsibility of the Vendor to ensure that no liability on this count should devolve on RBI, Nagpur in any manner whatsoever. The vendor shall obtain a declaration from the persons deployed of having understood the same and also undertaking that they shall not raise or make any such claims against RBI, Nagpur, and submit the declaration and undertaking to the bank.
23. In case, any of the persons so deployed by the vendor does not perform his/her duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the vendor shall immediately withdraw such person(s) and take

suitable action against such person(s) on the report from the RBI, Nagpur in this respect. Further, the vendor shall immediately replace such persons even without any demand from the RBI, Nagpur.

24. The vendor shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank's people and/or property.
25. The Performance Bank Guarantee furnished by the vendor shall be invoked in the event of unsatisfactory performance of the vendor and / or loss/ damage, if any, sustained by the RBI, Nagpur on account of failure or negligence of the workers deployed or in the event of breach of the agreement by the vendor.
26. **Statutory obligations:** The vendor shall comply with or cause to be complied with the Notifications issued by the Government from time to time in regard to payment of wages and the requirements of the laws relevant to payment of wages and submission of periodical returns to the authorities concerned. The vendor shall pay the minimum wages and all other dues which the persons deployed are entitled to receive under the provisions of Minimum Wages Act, 1948 and other relevant statutory enactments stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in the Bank's premises. The vendor shall pay the wages to the manpower under this contract based on the rates notified by Government of India, Ministry of Labour & Employment as per the actual number of working days during the month.
27. The vendor shall make the payment of wages, etc., to the persons so deployed electronically and shall furnish copies of wage register/ muster roll, etc., to the RBI, Nagpur for having paid all the dues to the persons deployed for the work under the agreement. This obligation is imposed on the vendor to ensure that it is fulfilling commitments towards his employees so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The vendor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and the rules made thereunder by the Govt. from time to time at its own cost.
28. In the event of the vendor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules, which is materially incorrect, it shall without prejudice to any other liability, pay to the RBI, a sum as may be claimed.
29. The vendor shall comply with the statutory provisions of Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employees Liability

Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961 and/ or any other rules/ regulations and/ or statutes that may be applicable at its own cost. The vendor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Nagpur indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of vendor's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under any of these, the RBI, Nagpur shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the vendors monthly payment and invocation of Performance Bank Guarantee.

30. The vendor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
31. **Prevention of Sexual Harassment of women at work place:** (a) The vendor 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)". 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 vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
  - (b) Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
  - (c) The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.
  - (d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
  - (e) The vendor shall provide a complete and updated list of its employees who are deployed within the Bank's premises within 7 days of commencement of work or change in manpower.
32. The vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Nagpur.
33. The vendor shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of the RBI, Nagpur and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Nagpur either explicitly or implicitly.

34. The vendor shall keep the RBI, Nagpur indemnified against all claims whatsoever in respect of the employees deployed by the vendor. In case any employee of the vendor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the vendor to contest the same. In case RBI, Nagpur is made party and is supposed to contest the case, the RBI, Nagpur shall be reimbursed for the actual expenses incurred/likely to be incurred towards Counsel Fee and other expenses, which shall be paid in advance by the vendor to RBI, Nagpur on demand. Further, the vendor shall ensure that no financial or any other liability comes on RBI, Nagpur in any respect and shall keep RBI, Nagpur indemnified in this respect.
35. The vendor shall ensure that the persons deployed by it do not take any article/ material out of the RBI premises without a gate pass signed by the designated officials of the RBI, Nagpur.
36. **Non Disclosure:** The vendor and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the vendor has obtained, except as authorized by the Bank or as required by law. This obligation on the part of the vendor and its staff shall apply during the term of Agreement and indefinitely upon the termination of Agreement.
37. **Arbitration:** In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Nagpur or his/ her nominee.
38. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Regional Director, RBI, Nagpur shall appoint another person to act as arbitrator in place of the out-going arbitrator and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by its predecessor.
39. The arbitrator shall give interim awards and / or directions, as may be required.
40. The aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
41. **Jurisdiction:** This agreement shall be subject to the jurisdiction of the courts at Nagpur.

**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**

## Section III

## Annex I

### A. Format of Technical Bid

(To be given on tenderer's letter head)

#### **Tender for installation and maintenance of Coffee/ Tea Vending Machines for supply of Coffee/Tea in the Bank's Premises at MOB and AOB, RBI, Nagpur**

In response to the above and in full agreement with the terms and conditions as stipulated by Reserve Bank of India, Nagpur:

- a. I/ We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, etc., also need to be paid as prescribed under various statutes, by me / us.
- b. The Earnest Money Deposit of ₹36,000/- is given vide NEFT dated \_\_\_\_, UTR No. \_\_\_\_\_ or D.D. vide number \_\_\_\_ in favour of Reserve Bank of India, Nagpur/ an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annexure-VII](#)).
- c. On receiving the award of contract, I/We will furnish a Performance Bank Guarantee of ₹ \_\_\_\_\_/- which shall be valid for six months beyond the period of contract.
- d. I / We also understand that the Regional Director, Reserve Bank of India, Nagpur has the right to accept or reject my/ our tender bid without assigning any reasons whatsoever and his decision will be binding on me/us.
- e. I/ We have valid registration in respect of Employees Provident fund, Employees State Insurance, GST etc., copies of which are enclosed.
- f. I/ We agree and undertake, if our bid is successful and accepted, to deliver and commission the services in accordance with the requirement of the Bank.
- g. I/ We also understand that the Security deposit/ Bank Guarantee will be invoked in the event of failure on my/ our part to execute the agreement within the specified time or in case of breach attributable to me/ us of the terms and conditions, or failure on my/ our part to duly execute the work.
- h. I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Authorized Signatory  
(Name & Seal)

**Documents to be submitted along with the application:**

1. Copy of Certificate of Incorporation (in case of companies registered under the Indian Companies Act) / Registration Certificate (in case of partnership firms and proprietary concerns).
2. Copy of the Memorandum and Articles of Association (in case of companies registered under the Indian Companies Act) / Partnership Deed (in case of partnership firms).
3. Copy of Tax Returns filed for last 3 years.
4. Minimum two references from organizations with whom the tenderer is currently executing a similar work as per the enclosed format.
5. Copy of audited Balance Sheet for year 2018-19, 2019-20, 2020-21.
6. Banker's Certificate ([Annex VIII](#))
7. Client Certificate ([Annex V](#))
8. EMD for ₹36,000/- by NEFT/ D.D.in favour of Reserve Bank of India, Nagpur/ an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annexure-VII](#)).

Details for NEFT are as follows:

A/c Name: NEFT – Reserve Bank of India, Nagpur

A/c Number: 8714295

IFS Code: RBIS0NGPA01

(please read 5th and 10th letter of IFSC Code as “Zero”)

9. The tenderer must enclose the scan copy of terms and conditions duly signed by the authorized person(s).
10. **Experience Details:** List of similar contracts entered into by the tenderer during the last 3 years (including orders on hand at present) each costing minimum ₹18 lakhs or more per year. Similar contract for this purpose means a comprehensive contract for installation of vending machines as well as supply of coffee/ tea. Further, the intending tenderer must and have executed successfully similar works\*, during last five years ending on March 31, 2022 as under:
  - (a) Three works each costing not less than the amount equal to 40% of the estimated cost



OR

(b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

(c) One work costing not less than the amount equal to 80% of the estimated cost

The following may also be noted:

1. Only one tender per tenderer will be accepted.
2. It may be noted that the tenders not accompanied by any one of the prescribed documents or satisfactory explanation thereof will be liable for rejection forthwith.
3. After examination of the Part I and related documents, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing and their financial bid will not be opened. Also, if any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-II of the tender. The Bank is not bound to assign any reason for doing so.
4. 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 areas.
5. The Bank has full right to instruct any additional work on agreed payment basis whenever required which may deem fit.

### B. Particulars of the tendering Company/Firm

(To be given on tenderer's letter head)

1	Name of the Company/Firm	
2	Type of Company/ Proprietorship, Partnership, etc.	
3	Name and address of the Proprietor/ Partners/ Directors of the Company	
4	Registration (firm, company etc.) / Registration Authority, Date Number etc.	
5	Registered office address and telephone number & email address	
6	Office address through which the work will be handled (together with vendor's email address)	
7	Experience in undertaking similar supplies to other organizations	____ Years
8	Total value of the supplies made to the other organizations for the last 3 years (value of the service <b>not</b> the cost of machines)	₹ ₹ ₹
9	Furnish Audited Financial Statements for last 3 years	
10	Whether Supplying to any of The Government/Semi-Government Undertaking/s as approved suppliers and if so, furnish details	
11	Indicate if involved in any litigation	
12	Any disputes (including with statutory authorities) which are pending and details of the stage of proceedings. Please also see Sr no. 2 of eligibility conditions and submit prescribed declaration to the extent applicable	

Signature of the tenderer with Seal

### C. Details of Banker/s

(To be given on tenderer's letter head)

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

Authorized Signatory  
(With name & Seal)

Format II (Financial bid)			
Tender for Installation and maintenance of Minimum Four Coffee/ Tea Vending Machines and for supply of Coffee/Tea in the Bank's premises using fresh milk and coffee beans.			
Items (Premium Quality)	Indicative average consumption in cups per month (A)	Rate (B) (Inclusive of GST) Dispensed quantity 100 ml Cup capacity 150 ml	Total (C) (C: A*B) (In rupees)
Tea with milk (Masala, Cardamom etc.) Indicative brands- (Twinings, Tata Tea, Brooke Bond, Lipton)	6600		
Tea without milk - Flavoured (Castleton, Makaibari (2nd flush)),	4000		
Green Tea (Tulsi & Kashmiri Kahwa) Indicative brands- Girnar, Typhoo of TE-A-ME, India Organic	3000		
Coffee with/ without milk-(Latte, Cappuccino, Espresso) of Nescafe, Bru, Café Coffee Day	3500		
Cups and paper napkins	17100		
Stirrers	17100		
<b>Grand Total in Rupees</b>			

Grand total of Average Monthly amount (in words)

.....  
Certified that: - The above rates are inclusive of all applicable charges and taxes.

- a) Rates quoted are valid from September 01, 2022 till March 31, 2023 from the date of commencement of the contract.

b) Increase in rates i.e. price escalation would be considered as per inflation rates.

The rates for items for subsequent years shall be calculated on the basis of indexation.

The formula to be used for such indexation will be as follows:

$AC = AP (15 + 85 \times (CPI_c / CPI_p)) \times 1/100$ , where

Ac = Rate of item for current year

Ap= Rate of item for previous year

CPI<sub>c</sub>= Consumer Price Index for urban non-manual employees for all India for 6 months prior to the commencement date of contract for the current year

CPI<sub>p</sub>= Consumer Price Index for urban non-manual employees for all India for 6 months prior to the commencement date of contract for the previous year

b) I/ We will provide the catering services as per the requirement to be prescribed by the Reserve Bank of India, Nagpur from time to time.

**Note**

\*Prices quoted are based on indicative monthly consumption as above. The above number is based on current consumption and may change based on taste and demand. Total (C= A X B) shall be used for evaluating the price bid. The lowest tender shall be decided only on the basis of total amount quoted in Grand Total) and shall be identified as L1.

**Declaration**  
(To be given on client's letter head)

This is to certify that:

- a) The track record of the tenderer is clean and it is/ was not involved in any illegal activities or financial frauds;
- b) The tenderer's contract was not terminated in the past by any organization during the contract period due to unsatisfactory performance and
- c) The tenderer has not been put in negative list by any government organization/ bank/ any other entity for breach of applicable laws or violation of regulatory prescriptions or breach of agreement or for any reason whatsoever.
- d) No agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract.
- e) No agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount.

Authorized Signatory

(With name & Seal)

**DRAFT FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

(This should be enclosed with tender in an envelope sealed by the Banker)

This is to certify that to the best of our knowledge and information

M/s..... having address as reproduced below, a customer of our Bank are/is respectable and can be treated as good for any engagement up to a limit of ₹..... (Rupees .....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

**Note:**

- f. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, HRMD, Reserve Bank of India, Nagpur.
- g. In case of partnership Successful Bidder, certificate to include names of all partners as recorded with the Bank.

Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.) may be indicated

## **Annex V**

### **CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF VENDOR**

(To be given on client's letter head)

1. Name & address of the Client
2. Details of Tea/Coffee Services executed by Shri /M/s
3. Name of work with brief particulars
4. Agreement No. and date
5. Agreement amount
6. Date of commencement of contract
7. Date of expiry of contract
8. Duration of relationship with the Vendor
9. Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered
10. Details of disputes with the Vendor during the contract
11. General Feedback on the quality of service by Vendor
12. Rating of Tea/Coffee services rendered: Outstanding/Very Good/ Good/Satisfactory/ poor
13. Recommendation, if any or any other feedback

(Authorised signatory of the Client)



**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)**

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
Reserve Bank of India, Regional Office,  
Main office building, Near Gandhi Bridge,  
Nagpur-440001

Dear Sir,

In consideration of your agreeing to engage M/s \_\_\_\_\_ (hereinafter referred to as “the Contractor”) in terms of their contract with you for INSTALLATION AND MAINTENANCE OF COFFEE/TEA VENDING MACHINES FOR SUPPLY OF COFFEE/TEA IN THE BANK’S PREMISES at MOB and AOB as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon /set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said

Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force six (06) months after the day of expiry of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing.

4. 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.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of ₹ \_\_\_\_/- (Rupees \_\_\_\_ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. 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.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, email 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.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to ₹ \_\_\_\_/- (Rupees \_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee before the expiry date, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

**SIGNED AND DELIVERED**

(For & on behalf of the above-named Bank)

For & on behalf of (Banker's Name & Seal)

**BRANCH MANAGER**

(Banker's Seal)

Address \_\_\_\_\_

## Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of Banker) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in connection with E-Tender for Installation and Maintenance of Coffee/Tea Vending Machines for supply of Coffee/Tea in the Bank's Premises at MOB and AOB, Nagpur and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. \_\_\_\_\_ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to \_\_\_\_\_ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the E-Tender for Installation and Maintenance of Coffee/Tea Vending Machines for supply of Coffee/Tea in the Bank's Premises at MOB and AOB, Nagpur and the specifications and terms and conditions enclosed therein. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

6. This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of

For and on behalf of above named Bank. (Banker's Name and Seal)

Branch Manager

(Banker's seal)

**Annex VIII (Banker's Certificate)**

***On the Letter Head of Bank***

Ref. No.

Date:

Regional Director  
Reserve Bank of India  
Human Resource Management Department  
Nagpur-440001

Dear Sir,

**Name of Work:**

**Banker's Certificate**

We confirm that M/s. \_\_\_\_\_ are banking with us. They may be considered financially sound for entrusting with any contract to Rs. 18 Lakhs.

2. Other particulars are given below for your perusal and record:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Comments of the Bank</b>
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

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

Seal of the Bank

Yours faithfully,  
(Signature)  
Authorized Signatory for the Bank