



**Reserve Bank of India/ भारतीय रिजर्व बैंक
Human Resource Management Department / मानव संसाधन प्रबंधन विभाग
Guwahati / गुवाहाटी**

E- Tender for providing Catering and Maintenance Services at the Officer's Lounge and Dining Room (OLDR) and supply of tea/coffee at Main Office Building at Reserve Bank of India, Guwahati

e-tender no: RBI/Guwahati/HRMD/2/24-25/ET/90

Tender Notice

Reserve Bank of India, Guwahati invites e-tenders under Two Bid system (Techno-Commercial & Financial Bid) for the above mentioned work. The tender forms will be available to view/ download from 11:00 Hours on June 24, 2024 from RBI website at www.rbi.org.in and MSTC e-portal at www.mstcecommerce.com.

Your tender, duly filled-in and e-signed, should be submitted by e-tendering mode only through MSTC New Common Portal (www.mstcecommerce.com). The schedule of the e-tendering process is as follows:

- 1. Estimated Cost: ₹1,05,00,000/-**
- 2. Earnest Money: ₹2,10,000/-**
- 3. Publication of Event- Date and Time: 24.06.2024 at 11:00 Hours**
- 4. Date of Off-line Pre-Bid Meeting: 22.07.2024 at 11:00 Hours**
- 5. Bid Start Date and Time: 24.07.2024 from 10:00 Hours**
- 6. Bid Close Date and Time: 02.08.2024 at 17:00 Hours**
- 7. TOE (Part-I) Start Date and Time: 05.08.2024 from 11:00 Hours**

Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only.

Bank is not bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

**Regional Director
Reserve Bank of India
North Eastern States**



**RESERVE BANK OF INDIA
Guwahati**

**E-Tender for providing Catering and Maintenance Services at the
Officers' Lounge and Dining Room (OLDR) and supply of tea/coffee at
Main Office Building, Reserve Bank of India, Guwahati**

**Tender No. RBI/Guwahati/HRMD/2/24-25/ET/90
Reserve Bank of India
Human Resource Management Department
Guwahati**

Name of the Tenderer: _____

Address: _____

Date of Publication of e-Tender	June 24, 2024 from 11:00 Hours
Date of Pre-Bid Meeting	July 22, 2024 at 12:00 Hours
Last date of Submission of Bid	August 02, 2024 up-to 17:00 Hours
Date of Opening of Part- I of e-Tender	August 05, 2024 from 11:00 Hours

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DISCLAIMER

Human Resource Management Department, Reserve Bank of India, Guwahati (the Bank/RBI/Reserve Bank of India) has prepared this tender document to give background information on the captioned tender to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes 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 RBI in submitting the 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. The Bank is not responsible if no due diligence is carried out by the Respondents.

Reserve Bank of India reserves the right not to proceed with this tender or to change the configuration of the tender, 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. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. 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 RBI and the tenderer. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender.



NOTICE INVITING E-TENDER

Reserve Bank of India, Guwahati, invites e-tender under Two – Bid system (Technical & Financial Bid) for providing Catering and Maintenance services at the Officers' Lounge and Dining Room (OLDR) and supply of tea/coffee at the Main Office Building, RBI Guwahati. The work is estimated to cost ₹1,05,00,000/- (Rupees One Crore Five Lakh Only) annually. The initial service contract will be valid for a period upto March 31, 2025 and thereafter may be renewed for two more years (one year at a time) up to March 31, 2027.

2. The EMD amount of ₹2,10,000/- (Rupees Two Lakh Ten thousand) shall be submitted through NEFT by 5:00 pm on August 02, 2024. Proof of payment has to be submitted along with Technical Bid. **Kindly note that depositing EMD is mandatory and no exemption will be provided to any entity including MSMEs.**

3. Online tenders will be available for view/download to all bidders from 11 a.m. on June 24, 2024. A pre-bid meeting will be held at 11:00 am on July 22, 2024 at HRMD, 4th Floor, Main Office Building, RBI Guwahati.

4. The tenderers should submit duly filled in tender documents, as per the important instructions contained in e-Tender, along with all supporting documents on www.mstcecommerce.com/eprochome/rbi on or before 5:00 pm of August 02, 2024.

5. Tender documents can be downloaded from website www.rbi.org.in and 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.

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 reserves the right to reject any or all the tenders without assigning any reason thereof.

Place: Guwahati
Date: June 24, 2024

Regional Director
Reserve Bank of India
Guwahati



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

**E-Tender for providing Catering and Maintenance Services at the Officers’
Lounge and Dining Room (OLDR) and supply of tea/coffee at Main Office
Building Reserve Bank of India, Guwahati**

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Section I – Schedule of Tender

A	e-Tender No.	RBI/Guwahati/HRMD/2/24-25/ET/90
B	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid through www.mstcecommerce.com/eprochome/rbi)
C	Date of Notice and availability of e-tender for viewing and download on RBI website	June 24, 2024 from 11:00 Hrs onwards
D	Date of Pre-bid meeting	July 22, 2024 at 11:00 Hrs onwards
E	Venue of Pre-bid meeting	Human Resource Management Department, 4 th Floor, Reserve Bank of India, Pan Bazaar, Guwahati
F	Estimated value of tender	₹1,05,00,000/-
G	Transaction fees	MSTC Charges as applicable.
H	Earnest Money Deposit	₹2,10,000/- through NEFT only Beneficiary Name: Reserve Bank of India, Guwahati Beneficiary Account No: 186003001 IFSC: RBIS0GWPA01 (5th and 10th digits are Zero) <u>No entity will be given exemption from payment of EMD.</u>
I	Last date for submission of EMD	August 02, 2024 till 17:00 Hrs
J	Date of starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	July 24, 2024 from 10:00 Hrs
K	Date of closing of online e- tender for submission of Technical Bid and Financial Bid	August 02, 2024 till 17:00 Hrs
L	Date and Time of opening of Part-I (i.e. Technical Bid)	August 05, 2024 at 11:00 Hrs
M	Part II Financial Bid: Date of opening of Part II	Part II Financial Bid will be opened electronically for only those bidder(s) whose Part I: Technical Bid is found acceptable by the Bank. Such bidder(s) will be intimated the date of opening of Part II: Financial bid, through valid email confirmed by them.

Section II - IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

This is an e-procurement event of Reserve Bank of India, Human Resource Management Department, Guwahati. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting your online tender.

1. Process of e-Tender:

A) Registration:

The process involves tenderer's registration with MSTC e-procurement portal which is free of cost. Only after registration, the tenderer(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 Tenderer should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for bidding from a computer connected with Internet. MSTC/RBI, Guwahati is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

NOTE: Technical Bid and Financial Bid have to be submitted online at through MSTC Portal (Common Portal) at www.mstcecommerce.com

a) Tenderers are required to register themselves online with www.mstcecommerce.com → e- Procurement → Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit.

b) Tenderers 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 MSTC / RBI, Guwahati, (before the scheduled time of the e- tender).

Contact Persons (MSTC Ltd.):

Sl. No.	Contact Person	Email	Phone No.	Technical Support
1	Shri Prashant Chitranjan, DM	ghyopn2@mstcindia.in	8592888286	0361-2221199
2	Shri Shubhajit Roy, DM	ghyopn1@mstcindia.in	7501524754	
3	Shri Debayan Kar, DM	ghyopn3@mstcindia.in	9831149790	

MSTC Technical Help Desk: 07969066600 (for system settings)

Contact persons (RBI, Guwahati):

1. Ms Zinia Baruah, Assistant General Manager, RBI Guwahati. Ph- 8837087380, Email: ziniabaruah@rbi.org.in
2. Smt. Sital Sibika Tamsay, Assistant Manager, RBI Guwahati. Ph. No. 8763843046, Email: sitaltamsay@rbi.org.in
3. Shri. Dushyanth Kumar C, Assistant Manager, RBI Guwahati. Ph. No. 8892860502, Email: dkumarc@rbi.org.in

B) System Requirements:

- i) Operating System: Windows 7 & above.
- ii) Internet Browser: IE-9 and above.
- iii) Digital Signature: Signing type
- iv) JRE 8 update and above software to be downloaded and installed in the system. (File Name- Windows X86 Offline)

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”.

C) 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)

D) For more details, tenderer may refer to the Tenderer Guide, Video Guide and FAQ available at www.mstcecommerce.com/eprhome

2. **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 Card/ 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.

3. 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 I.D. 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 Notice Inviting Tender.

6. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → → Common Portal → Vendor Login → Register → 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 Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Once both the bids 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. 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 Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- k) 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.
- l) 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 of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize them with the system before bidding.
- p) No deviation to the technical and commercial terms & conditions are allowed.
- q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

Place:

Date:

Signature and Seal of Tenderer

Address:



Section III - Instructions to Tenderers

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Section – III – Instructions to Tenderers

A. GENERAL	
1. Scope of Tender	<p>The Bank invites e-tenders from the eligible tenderers to participate in the process of providing catering and maintenance services at Officers' Lounge and Dining Room (OLDR) and supply of tea/coffee at MOB of Reserve Bank of India, Guwahati. The successful tenderer (also referred to as successful bidder/contractor in this document) shall be responsible for end-to-end operation, maintenance and supervision of OLDR (including kitchen & pantries), providing catering services which includes daily normal lunch, Special/Executive lunch for meetings, serving Tea/Coffee/Snacks/Water/Other Beverages during meetings at conference rooms, cabins of the officers or any other designated places, serving tea / coffee at the desk to all the staff members and serving water at the desk of officers of the rank AGM and above on all the working days (Monday to Friday) or on other days as demanded by the Bank for which prior intimation will be provided.</p> <p>The successful tenderer shall deploy a <u>minimum of 11 workers</u> (2 skilled (Supervisor, cook), 3 semi- skilled (1 Asst cook and 2 waiters) and 6 unskilled (Tea servers/cleaners/helpers) in order to maintain standard of service.</p>
2. Prohibited Practices	<p>The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <ul style="list-style-type: none">(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated</p>

	<p>period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.</p>
<p>3. Eligibility Criteria</p>	<p>a. The Tenderer/s participating in the bidding process should have been registered as a company/partnership firm/proprietorship firm with statutory body of Government of India.</p> <ul style="list-style-type: none"> i. 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. ii. In the case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; iii. and in the case of an Agency or Proprietorship firm, 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. <p>During the duration of contract, the tenderer shall maintain the registrations/licenses valid by renewing, wherever applicable. Tenderers 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 bid. Tenderers participating in the tender need to authorize an official to sign the tender documents and upload them on MSTC. The authorization letter to this effect needs to be uploaded on MSTC web site.</p> <p>Only those tenderers who fulfil the following pre-qualification criteria are eligible to apply for the tender of estimated value ₹1,05,00,000/- (Rupees One Crore Five Lakh only) for providing catering services and maintenance of Officers' Lounge and Dining Room and supply of tea/coffee at MOB of Reserve Bank of India, Guwahati:-</p> <ul style="list-style-type: none"> i. Tenderers should have minimum three years' experience in the field of catering as on March 31, 2024 at Government/Public/Private sector undertaking/Banks/other large establishments with minimum two hundred employees. However, for firms having only three years of

experience, it should be within last five years.

ii. Tenderers must have successfully executed/completed similar services over the last five financial years as detailed below (documentary proof for the same to be furnished):

One similar work costing not less than 80% of Estimated Tender Value, i.e., Rs. 84 lakh.

OR

Two similar works costing individually not less than 50% of Estimated Tender Value, i.e., Rs. 52.50 lakh.

OR

Three similar works costing individually not less than 40% of Estimated Tender Value, i.e., Rs.42 lakh.

The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s) should be furnished as per [Annex – D](#) to Form 1 (Technical Bid). It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and reject such bids.

iii. Tenderers should have a minimum annual turnover of **₹52.50 Lakh** during the last three financial years (duly supported by audited or CA certified statement of accounts) viz. FY 2021-2022, 2022-2023 & 2023-2024.

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

v. Tenderers should have the requisite License / Certificate to carry out the catering business including all the clearances from statutory bodies (FSSAI and applicable ISO Certification/SQF; duly supported by documentary evidence).

vi. Tenderers should preferably have their own office/ establishment at Guwahati (duly supported by documentary evidence).

vii. Tenderers should have their bank account in a scheduled commercial bank.

At any point of time, before opening of the tender (Part-II), if the documents or the information provided by the tenderers are found

	<p>incorrect/ incomplete, the application would be rejected. If any adverse comment is given by the previous employer, the Bank reserves the right to reject the tender. The Bank's decision in this regard would be final.</p> <p>viii. All entities will have to pay Earnest Money Deposit (EMD) of ₹2,10,000/- (Rupees Two Lakh Ten Thousand only) through NEFT to following A/c:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">A/c Name</td> <td>NEFT-INWARD RECEIVED</td> </tr> <tr> <td>A/c Number</td> <td>186003001</td> </tr> <tr> <td>IFS Code</td> <td>RBIS0GWPA01</td> </tr> </table> <p>Note- Please read 5th and 10th letter of IFS Code as "Zero"</p> <p><u>No entities will be given exemption from payment of EMD.</u></p> <p>The tenderers should ensure that they fulfil the pre-qualification criteria before submitting the e-tender online and they should also submit all the relevant details/information along with e-tender. The tenders submitted by tenderer's who do not fulfil the pre-qualification criteria will summarily be rejected.</p>	A/c Name	NEFT-INWARD RECEIVED	A/c Number	186003001	IFS Code	RBIS0GWPA01
A/c Name	NEFT-INWARD RECEIVED						
A/c Number	186003001						
IFS Code	RBIS0GWPA01						

B. Contents of Tender Document	
4. Sections of Tender Document	<p>4.1 The Tender Document consists of the following Sections and should be read in conjunction with any Appendices/ Annex issued in accordance with Section III (Instructions to Tenderers).</p> <ul style="list-style-type: none"> • Section I: Schedule of Tender • Section II: Important Instructions regarding e-tender • Section III: Instruction to Tenderers • Section IV: Evaluation of Tenders • Section V: Detailed Scope of Work, general and specific conditions of contract • Section VI: Standard Formats
5. Clarification of Tender Document and Pre-bid Meeting	<p>a. Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address- oldrguwahati@rbi.org.in mentioned in this document or raise enquiries during the pre-Bid meeting.</p> <p>b. The tenderers' designated representatives are invited to attend a pre-Bid meeting at 11 a.m. on July 22, 2024 at HRMD, 4th Floor, Reserve Bank of India, Pan Bazaar, Guwahati - 781001. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.</p> <p>c. The tenderers shall submit questions, if any, in writing, to</p>

	<p>reach the Bank's email address- oldrguwahati@rbi.org.in mentioned in this document, not later than 1 day before the date of the pre-Bid meeting.</p> <p>d. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a tenderer.</p>
6. Amendment of Tender Document	<p>a. At any time prior to the deadline for submission of tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) / e-portal.</p> <p>b. Any amendments / corrigendum issued shall be a part of this document.</p> <p>c. To give prospective tenderers reasonable time to take any / all amendments / corrigendum into account in preparing their Tenders, the Bank may, at its discretion, extend the deadline for the submission of Tenders.</p>
C. Preparation of Tenders	
7. Cost of Tendering	The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
8. Documents comprising the Tender to be submitted by the tenderer	<p>The tender shall comprise the following-</p> <ul style="list-style-type: none"> • Signed Tender Document • Technical Bid Details with supporting documents • Financial Bid Details • Earnest Money Deposit through NEFT to following A/c - Beneficiary Name: Reserve Bank of India, Guwahati Beneficiary Account No: 186003001 IFSC: RBIS0GWPA01 (5th and 10th digits are Zero) Please mention the UTR Transaction details while applying. • Other necessary documents as sought for in the tender.
9. Letter of Tender	The tenderer shall submit the tender using the digital signature Class III via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
10. Documents Establishing the Qualifications of the Tenderer	To establish its qualifications to perform the Contract in accordance with Section III (Para 3), the tenderer shall provide the information in the format prescribed in Section VI (Standard Formats).

11. Period of Validity of Tenders	<p>a) The tender validity period shall be 90 days from the date of opening of tender.</p> <p>b) In exceptional circumstances, prior to the expiration of the tender validity period, the Bank may extend the period of validity of tenders subject to feasibility of MSTC e-commerce website. The request and the responses shall be made in writing.</p> <p>c) The tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.</p>
12. EMD as Tender Security	<p>Tenderers need to submit necessary EMD and Transaction fees 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.</p> <p>* No Entity is exempted from deposit of EMD amount.</p>
D. Submission and Opening of Tenders	
13. Submission, Sealing and Marking of Tenders	<p>a. Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding e-Tender.</p> <p>b. The tenderers must submit their Technical and Financial Bids in the prescribed formats along with copies of necessary documents as indicated in the "Technical Bid" (Part-I). E-Tender with all information shall be submitted on or before the prescribed time and date.</p> <p>c. If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of tender.</p>
14. Deadline for Submission of Tenders	<p>a. Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.</p> <p>b. The Bank may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document.</p>
15. Late Tenders	<p>No tenderer shall be allowed to submit their tender on the e-portal after the stipulated deadline.</p>
16. Tender Opening	<p>The Bank shall open the tender (Part-I) electronically on the notified date in presence of those tenderers / their authorized representatives who chose to be present. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address. The decision of the Bank in this regard will be final.</p>
E. Examination of Tenders	
17. Confidentiality	<p>Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.</p>

18. Clarification of Tenders	<p>a. To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for any clarification of its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the tenders.</p> <p>b. If a tenderer does not provide clarifications of its tender by the date and time set in the Bank's request for clarification, its tender shall be liable to be rejected.</p>
F. Tender Evaluation and Comparison	
19. Evaluation of Tenders	The Bank shall use the evaluation criteria indicated in Section IV.
20. Qualification of the Tenderer	The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section III (Para 3).
21. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders	The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected.
G. Award of Contract	
22. Award Criteria	The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).
23. Notification of Award	<p>a. The evaluation criteria to be adopted for arriving at the lowest bidder (L1) is based on weighted average of scores obtained in the Part-I (Technical Bid) & Part-II (Financial Bid), as detailed in Section IV. The Bidder whose Combined Score, i.e., sum of weighted average of Technical Score (T_s) and Financial Score (F_s) is the highest will be considered the lowest bidder (L1) and awarded with the contract of OLDR.</p> <p>b. Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract. The successful tenderer shall take over entire work within 7 days of notification of award of work.</p>

<p>24. Signing of Contract</p>	<p>The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value as per the Indian Stamp Act within 14 days of award of work. The stamp duty shall be borne and paid by the successful tenderer. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period till March 31, 2025, annually extendable up to two more years subject to annual review by the Bank of the performance of the contractor/s one year at a time.</p>
<p>25. Performance Bank Guarantee</p>	<p>a. The successful tenderer shall furnish, at the time of signing the contract, a Performance Bank Guarantee (PBG) of 5% of estimated cost of work awarded. The PBG shall be valid for a period of two months after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.</p> <p>b. Failure of the successful tenderer to submit the Performance Bank Guarantee or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p>c. The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the tenderer or its employees. In the case of any complaint or pending dues, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.</p>

Section- IV

Evaluation of Tenders

Tenderers may note that a **two-stage** procedure will be adopted in evaluating the bids, with the technical evaluation being completed prior to opening of financial bids. **Selection of successful bidder shall be done by the Bank, based on the cumulative scores obtained by the tenderers in the technical bid and financial bid, as per the selection process given below.**

Technical Bids of applicants fulfilling the eligibility criteria will be evaluated based on the criteria as stated below after scrutinizing all the relevant documents as sought from the tenderers-

Technical scores (T_s) will be given to the tenderers using the following criteria:

Criteria I	Annual Turnover (Average of last three financial years) as on March 31, 2024. i) ₹52.5 lakh to ₹85 lakh ii) Above ₹70 lakh to ₹1 crore iii) Above ₹ 1 crore	(maximum 30 marks) 20 marks 25 marks 30 marks
Criteria II	Experience in providing catering services (with Government bodies / PSUs / Pvt./Other Large Establishments) i) 3 years - 7 years ii) More than 7 and up to 10 years iii) More than 10 years	(maximum 30 marks) 20 marks 25 marks 30 marks
Criteria III	Performance certification (at least 3) (Performance / Feedback Report): i) Very Good/Outstanding ii) Good/Satisfactory iii) Non-Satisfactory/Poor	(maximum 10 marks) 10 marks 05 marks 00 marks
Criteria IV	Number of Clients served (for at least 1 year) during last 5 years in any government / public / private sector undertakings, having a strength of minimum 200 number of employees/ persons at any point of time. i) More than 4 ii) 3 to 4 iii) 1- 2	(maximum 30 marks) 30 marks 25 marks 20 marks

Note:

1. The Tenderer should submit self-attested copies of the relevant documents in support of the parameters being considered during technical evaluation.
2. The technical bid not meeting the minimum requirements as per the e-tender specification shall be rejected.
3. Proposals scoring minimum of 65% marks (i.e., 65 marks out of total 100 marks as per the table above) shall only be considered for further evaluation in the financial bid.

Process of Selection of Successful Bidder (L1)

Evaluation of Technical Bid (Part-I)

Tenderer	Criteria I Marks (a)	Criteria II Marks (b)	Criteria III Marks (c)	Criteria IV Marks (d)	Total (Technical Score $T_s = a+b+c+d$) (Max. 100 Marks)
X	20	20	10	30	80
Y	20	25	5	20	70
Z	25	30	5	25	85

a. **Technical Score (Ts)= Total of marks obtained in Criteria I-IV.** Only those technical scores would qualify for opening of the financial bid who would have a technical score (T_s) of **65 or above**. For example, since all the scores in the table above are more than 65, the tenderers are eligible for participating in the financial bid (Part-II) of the tender.

b. An indicative menu for the items to be provided and the tentative average monthly consumption of such items has been worked out by the Bank to guide the tenderers in working out the costs involved. The same is mentioned in Section VI-Form 3-Financial Bid of the tender. Any other incidental service required by the Bank and not covered in the contract will be negotiated separately each time.

c. The tenderers should take into consideration that in the event of award of work, the tenderer will have to pay the workers deployed by him in the Bank the minimum wages prescribed by Central Government from time to time, PF, ESI and other essential amenities in line with Minimum Wages Act 1948 and CLRA Act.

Evaluation of Financial Bid (Part-II):

The rates (B) quoted by eligible tenderers for the various meal items shall be multiplied with the tentative average monthly consumption (A) (as given in the Section VI- Form 3- Financial Bid document) of that item to arrive at cumulative total (F).

Item	Tentative average monthly consumption (A)	Quoted Rate (B)	Total (C)
Item-1	A1	B1	C1=A1*B1
Item-2	A2	B2	C2=A2*B2
...
Item-7	A7	B7	C7=A7*B7
Cumulative Total			F=C1+C2...+C7

The lowest financial bid (F_m) will be given a financial score (F_s) of 100 points. The financial scores (F_s) of the other financial bids will be computed as:

$$F_s = 100 \times F_m / F$$

in which F_s is the financial score, F_m is the lowest financial bid and F is the financial bid of the tenderer under consideration.

Selection of Successful Tenderer (L1)

- For the selection of the successful tenderer, 30% weightage will be given to Technical Score and 70% weightage to Financial Score. Bids will be ranked according to their combined score using the weights (**t = 0.30 and f = 0.70**).
- **Combined Score (S) = (t x T_s) + (f x F_s).**
- The tenderer securing the highest combined score (S) will be considered the successful bidder (L1).
- The contract will be awarded to the successful bidder.
- In case the situation arises, where the Total Evaluation Value of two or more tenderers are same, in that case the Bank will give first preference to the firm with higher Technical Score. Further, in case of equal marks in Technical Bid Evaluation; the preference will be given to the tenderer having higher average annual turnover in last three financial years i.e., F.Y.2021-22, F.Y.2022-23 and F.Y. 2023-24

Section – V

Detailed Scope of Work, General and Specific Conditions of Contract

V.1 Scope of Work

The successful tenderer shall be responsible for end-to-end operation, maintenance and supervision of OLDR area (including kitchen & pantries). The contractor must keep the kitchen and dining area, as well as all utensils, crockeries and kitchen equipments clean and in hygienic condition. OLDR facility will be supervised by a Bank appointed officer/s and all the staff along with over-all in charge (supervisor) posted by the Contractor will report to such officer/s. The contractor shall be responsible for maintaining records of instructions (orders) received from the Bank and number of Tea/Special Tea/High Tea/Normal Lunch/Special and executive lunches served, and the records will be furnished to the Bank on a monthly basis.

1. Lunch and Special/Executive Lunch

- a. To cook and serve fresh and hot food at OLDR, 5th Floor, Main Office Building of the Bank as per the Indicative Menu mentioned in [Annex I](#) of Section VI and at the rates as per contract. Daily lunch shall be served in buffet style.
- b. To serve special/executive lunch with a day's notice as and when required. Special lunches shall be arranged and served separately for the guests in the dedicated lounge area earmarked for special lunch.
- c. To procure the raw material required for preparation of food as specified in approved list of materials given in [Annex I](#). Vegetarian and Non-Vegetarian dishes shall be prepared and served separately. The Contractor shall store sufficient quantity of high-quality cooking ingredients in the designated storage space in the OLDR to ensure preparation of food items in time.

2. High Tea/Snacks during Meeting

- a. The Contractor shall serve Special Tea/High tea at meetings held in the office premises or any other place decided by the Bank. Tea/High tea shall be served as per the indicative menu based on instructions from the Bank.
- b. Plates and cups shall be cleared after completion of the meeting.
- c. Potable water shall be provided at the meeting venue to all participants.

3. Tea/Coffee/Water at Desk/Cabins

- a. The Contractor shall prepare and serve tea/coffee at the cabins / desks for all staff members as instructed by the Bank on daily basis. The contractor shall also serve water at the cabins/desks of officers in Grade C and above.
 - b. The contractor shall be responsible for clearing, cleaning and maintenance of crockery items.
4. Any other incidental service required by the Bank and not covered in the contract will be negotiated separately each time.

V.2 General Conditions of Contract

A. General Conditions of Contract

- a. The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders. The Bank shall not be responsible for the incompleteness of the Tender Document.
- b. Conditional tender shall not be entertained.
- c. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
- d. The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document.
- e. Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the tender.
- f. **The price quoted shall only be in Indian rupees and exclusive of GST.**

B. Situations leading to disqualification / rejection

- a. Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect.
- b. All the tenders should be complete in all respects with all attachments / enclosures / annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be out rightly and summarily rejected by the Bank.

- c. Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
- d. **Bid proposals received without or lesser than the prescribed EMD shall be summarily rejected.**
- e. Tenders received after the due date and stipulated time shall be summarily rejected.
- f. Conditional tenders shall be straightway rejected, and no additional clause will be entertained.
- g. No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.
- h. Alternative Proposals / Time for Completion shall not be permitted.

C. Terms of Payment

- a. The rates quoted (**exclusive of GST**) would be valid for the period of contract (initially till March 31, 2025). No request for upward revision in the rates will be considered during the validity period of the contract. Any increase in statutory taxes will be borne by the Bank.
- b. Payment shall be made on monthly basis on actual consumption of items in OLDR (Details of consumption, along with orders received for Special Tea/High Tea/Special Lunch/Executive Lunch shall be furnished with the bill). The successful tenderer shall raise GST invoice in duplicate. TDS will be deducted at source in terms of Income Tax Act and any other applicable acts.
- c. The following documents may be submitted to AM (OLDR desk) in the first week of the subsequent month or earlier -
 - i. Current month Invoice Copy.
 - ii. Current month acquaintance (Wage) register duly signed by the individual contract laborers of having received wages along with salary slips / bank account statements of all workers (Payment of Minimum Wages must be ensured by the contractor)
 - iii. Attendance Register of deployed personnelGST payment proof against the GST liability, ESI and EPF remittance challan, periodic returns submitted to Labour Commissioner, EPFO & ESIC may be made available for

scrutiny by the Bank as and when demanded.

- d. During the course of the contract, successful tenderer shall ensure payment of minimum wages to all personnel deployed in the Bank. Any increase in the minimum wages as announced by the Central Government will also be borne by the successful tenderer.
- e. All other charges (other than statutory levies) will remain fixed during the duration of the contract.
- f. The successful tenderer shall mandatorily provide infrastructure for acceptance of payment through Pluxee (formerly Sodexo) and other electronic payment modes, viz., POS machine, UPI etc. The tenderer must have a Pluxee (formerly Sodexo) registered account / POS machine / QR Card in order to receive payment for lunch through Pluxee (formerly Sodexo). The Contractor shall provide the daily lunch to officers against swiping of Sodexo card at the amount fixed by the Bank from time to time. The Contractor shall maintain a register capturing the total number of transactions (number of swipes/ Pluxee IN App.) 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.
- g. Any objection regarding the payment received by the contractor may be brought to the notice of the Bank within 10 days from the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.
- h. The payment shall be released, through NEFT/RTGS channel only, within two weeks from the date of submission of bills, complete in all respects.

D. Necessary requirements to be fulfilled after award of tender contract

- a. The successful tenderer will have to submit a performance bank guarantee (PBG) of 5% of estimated cost of work awarded as per the given Proforma, valid till two months after the expiry of the contract period. The EMD of such tenderer will be returned on receipt of PBG.
- b. Failure of the successful tenderer to submit the PBG or to sign the contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.

- c. The PBG shall be released without interest after two months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the contractor or its employees. In the case of any complaint or pending dues, the PBG will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.
- d. The successful tenderer and the staff employed by the tenderer, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment's, etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The successful tenderer shall treat the details of the contract, "Notice Inviting Tender for providing catering and maintenance services at the Officers' Lounge and Dining Room at Reserve Bank of India, Guwahati", as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The successful tenderer or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The successful tenderer shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the tenderer or its employees. Failure to observe the above shall be treated as breach of contract on the part of the successful tenderer and the Bank shall be entitled to claim damages/termination of the contract and pursue legal remedies. The successful tenderer shall ensure in writing that the persons engaged for the purpose of the work are made aware of the non-disclosure requirement and the tenderer shall be liable for any breach committed by its staffs. The Non-Disclosure Clause signed by the successful tenderer under the aforesaid agreements will survive for indefinite duration.

E. Adherence to Statutory Laws

The successful tenderer shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. The successful tenderer shall not engage 'Minors' for catering services in the lounge. The successful tenderer shall ensure payment of minimum wages plus VDA (Variable dearness allowance) as prescribed by Central Government to all workmen staff employed in presence of authorized representative of the Bank. The successful tenderer shall

maintain day-wise attendance register of workmen staff engaged in the work, and also muster roll register in which payment to workmen staff shall be made in presence of authorized representative of Bank. The authorized representative shall authenticate the payment against each workmen staff. Photo copy of the page, duly authenticated, should be attached with the bill. The successful tenderer should maintain and be able to furnish all registers as and when called for by the Regional Labour Commissioner. In case the wages are being paid directly to bank accounts of workers, account statements are required to be submitted.

- a. An undertaking will be obtained, on a 'Non-judicial stamp paper' of applicable value before award of the work, from the successful tenderer on award of contract, to the effect that he undertakes to actually pay wages to all the laborers, of all categories to be engaged by him for completion of that particular job/work/project, at the rate which is not less than the one prescribed by Central Government under the Minimum Wages Act, 1948 and to ensure provision of essential amenities as provided under the CLRA Act and also keep RBI/Bank indemnified against all the actions that may be initiated against the Bank by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. As and when the successful tenderer employs more than 20 workers as contract labour, he shall obtain license from competent authority in accordance with the provisions of the CLRA Act. The total numbers of contract laborers engaged by the contractor for the purpose of CLRA act, need not be those with RBI alone, it can be with any other establishments also.
- b. The successful tenderer shall obtain a license as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the successful tenderer and shall in no way be made liable to the laborers engaged by the successful tenderer.
- c. Before release of final payments to the successful tenderer, a certificate will be obtained from the successful tenderer to the effect that it has actually paid all the dues of all the workers of all descriptions engaged by it for completion of the awarded job/work/project at the rate which is not less than the one prescribed by Central Government under the Minimum Wages Act, 1948 and it has complied with the

provisions of CLRA Act with regard to providing the essential amenities to the contract labour. The veracity of such certificate will be verified by the Bank.

F. Compliance with the provisions of Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013

The successful tenderer shall be solely responsible for full compliance with the provision of Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013, at the Bank premises.

- a. In case of any complaint of sexual harassment by any employee of the contractor or of the Bank against an employee/s of the contractor, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Internal Complaints Committee (ICC) constituted by the Bank and the consequent action/decision taken by the ICC shall be binding on the contractor if sexual harassment/violence by the employee of the contractor is proved.
- c. The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

G. Dispute Resolution

It is to be duly noted that in the case of any dispute on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).

All disputes and differences of any kind whatsoever arising out of or in connection with the contract to be entered into between the Bank and the successful tenderer or the carrying out of the works shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final. But if the successful tenderer is dissatisfied on any matter, it may within 28 days after receiving notice of such decision give a written notice to the Bank requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given.

All disputes and differences of any kind under the agreement to be entered into between

the Bank and the successful tenderer shall be referred to the sole arbitrator, i.e., Regional Director, Reserve Bank of India, Guwahati and his/her decision, in writing, shall be final and binding on the Service Provider. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Guwahati only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

H. Force Majeure

Notwithstanding anything contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

I. Disclaimer

- a Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of Notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b The Bank reserves the right to modify, amend or supplement this document including all formats and Annex. The bidder shall not contest the right of the Reserve Bank to do the aforesaid.
- c While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

J. Confidentiality

- a. The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any

of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

b. The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.

c. This Tender Document does not purport to contain all the information each tenderer may require.

d. This tender document may not be appropriate for all persons, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.

e. Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.

f. The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

g. This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).

Section V.3 - Specific Conditions of Contract

A. Period of Contract

The contract would initially be valid from the date of signing of the contract till March 31, 2025, unless earlier terminated in accordance with the termination clause. The contract may be renewed at the mutually agreed rates and can be extended, at the discretion of the Bank, for a period of upto two years, one year at a time.

B. Venue

The catering service (for the purpose of lunch) shall normally be provided at the Officers' Lounge and Dining Room at 5th floor of the Main Office building at Pan Bazaar, Guwahati or at any other place as approved by the Bank within the Bank's premises. The building has provision for kitchen and dining halls.

C. Lunch / Tea / Coffee Timings

a) The lunch hours may vary from 12:30 pm to 2:30 pm. However, under special circumstances the lunch hour may be extended. The successful tenderer shall

arrange for tea/coffee being served to the Bank's officers at their desks/table twice a day during office hours, on all working days (Monday to Friday) or on any other day as specified by the Bank. In addition to this, they may have to serve tea/coffee to all other staff as desired by the specific departments from time to time for which they have to maintain a record. However, if required by the Bank, services will have to be provided beyond office hours for which prior information will be provided by the Bank.

- b) The successful tenderer shall serve High / Special / Normal Tea, Normal Lunch on daily basis and Special / Executive Lunch as per mutually agreed menu as and when required for which prior information shall be given by the Bank for which charges will be paid by the Bank. The bill will be cleared on monthly basis (monthly miscellaneous bill).
- c) Snacks and beverages and any other items in addition to the items mentioned in [Annex I](#) shall be provided at the Lounge at negotiated rates at the option of Bank.
- d) Non-Veg items shall be prepared if at least ten or more staff submit request for the same.

D. Infrastructure provided by the Bank

- a) Kitchen space with electricity, gas and water connection at the Main Office Premises, RBI Guwahati. The electricity charges shall be borne by the Bank and the cost of LPG will be borne by the successful tenderer. Separate storage area for storing provisions adjacent to the kitchen will also be provided. Adequate provisions have been made for separation of vegetarian and non-vegetarian items during storage as well as preparation. **Use of Kerosene is prohibited in the Bank's premises.**
- b) Dining and serving area with tables and chairs, with necessary serving equipment, crockeries and cutleries.
- c) Kitchen Utilities and appliances like utensils, refrigerators, cooking stove, oven, preparation table, serving trolleys, bain marie etc.
- d) The Contractor shall be responsible for any damage caused to the articles of Dead Stock and kitchen equipment provided to them and the Bank shall have the right to recover the cost of repairs / replacements / damages etc.

E. Material/ services to be provided by the successful tenderer

- a) The raw materials for cooking, napkins and doily papers for various meetings, lunch,

etc., shall be procured by the successful tenderer and the cost and transportation will be borne by the successful tenderer. Disposable cups, plates etc. if required shall also be procured by the successful tenderer and the cost for the same will be borne by them.

- b) Good quality table cloth and frills for various lunch events and meeting will have to be arranged by the successful tenderer, maintenance of same will also be borne by the successful tenderer.
- c) Cleaning material for crockery/ Kitchen / Dining area/ Pantry. Tables in the dining area must be cleared and cleaned promptly.
- d) Uniform (minimum 2 sets) of staff deployed by the successful tenderer in the Bank.
- e) The successful tenderer shall arrange for storage and distribution of packaged water bottles provided by the Bank/fill water bottles from dispensers/water purifiers provided by the Bank. Water bottles/ glasses are to be distributed on other occasions, such as meetings, conferences, etc. The successful tenderer shall maintain and submit the details of packaged water bottles distributed in the format as given by the Bank.
- f) The successful tenderer shall be required to fill and replenish jugs/reusable bottles with water from water purifiers/ dispensers installed on each floor, through their deployed personnel, to the Bank's officers above Grade C at their desk on various floors.

Note: The tenderers are advised to consider the facilities/infrastructure to be provided by the Bank while quoting their rates.

F. Crockery/Cutlery

- a. All crockeries and cutleries, etc., will be provided by Bank. The same shall be maintained by the successful tenderer. The successful tenderer shall be responsible for cleaning and washing the cutleries, crockeries and other utensils used for preparing and serving coffee/tea/lunch/dinner. The successful tenderer shall ensure high standards in the food service. Broken/chipped and stained plates/bowls/cutleries must not be used. The contractor shall maintain an inventory and breakage register for crockeries.
- b. It is the duty of the successful tenderer to properly handle the crockery/cutlery/various appliances, etc., provided by the Bank. Verification of such items can be done by Bank at any time and if any item is found missing/broken or in ill-condition, recovery

will be made at actual price. The decision of the Bank will be final in this regard.

- c. No item shall be taken out of the Lounge/Canteen without written permission of the designated officer nominated by the Bank. Normally no inventory shall be shifted from one room/ place to another, without approval of Assistant Manager, Lounge / designated officer and making valid entry in the stock register of the inventory.
- d. The successful tenderer has to ensure that the kitchen/ dining halls/ pantry area and all the crockery / cutlery are cleaned and stacked properly every day prior to the closure of Lounge.

G. Menu

- a. The successful tenderer is expected to provide good quality vegetarian / non-vegetarian lunch in proper hygienic condition to officers. Tea / Coffee / Special Tea / High Tea / Normal Lunch / Special Lunch / Executive Lunch will be served as per the indicative menu attached at Section VI, [Annex I](#).
- b. **Dishes served in lunch shall not be repeated.** The items shall be rotated in such a manner so that the food is palatable. Overall quantity of menu shall remain sufficient to the satisfaction of the Guests. Surplus food shall be disposed of and not used in the next meal. The menu for each week must be pre-approved by the Bank.

H. Kitchen, Dining Hall and Pantry – Cleanliness and Hygiene

- a. The successful tenderer shall ensure that the food/tea is prepared in the kitchen area only. Highest standards of hygiene, which will be verified periodically by the Bank and the Bank's Medical Consultant, have to be maintained. In the case of unsatisfactory/unhygienic quality of food/tea item(s) or lapse in services rendered or any breakage/shortage, etc., deductions will be made as penalty which will be solely decided by the Bank. The kitchen will be under the constant supervision of the Bank and any lapse will be viewed seriously by the Bank.
- b. The successful tenderer shall ensure that only freshly prepared food is supplied, and the left over is disposed of every day. Food cooked for the day is not to be served next day. If at any stage, any complaint is received, or it comes to the notice of In-Charge of Lounge or to his/her designated officials/persons that the Catering Agency is not following the same, notice will be served to furnish explanation failing which appropriate penalty will be charged Bank. Vegetables and non-veg items (meat) used for cooking shall be fresh and of good quality. Separate space and utensils

have to be used for storage and preparation of non-veg items. Proper storage of raw materials must be ensured. Proper care shall be taken for perishable items, i.e., procure daily on need basis/follow proper storage norms.

- c. The kitchen area, the dining room, wash basins, etc., in the Lounge and Canteen shall be maintained in a very clean and hygienic manner at all times by the successful tenderer. Cost of cleaning material shall be borne by the successful tenderer.
- d. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the successful tenderer shall return all inventory to the Bank in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items shall be recovered from the final bill or security deposit.
- e. The successful tenderer shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers under the said contract. The successful tenderer shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

f. The successful tenderer shall ensure proper disposal of waste food.

I. Catering staff

- a. The successful tenderer shall deploy a minimum of **11** catering staff (as per details mentioned below) to ensure smooth catering services in the Bank premises. **The Supervisor and Cook deployed should have at least three years' experience in relevant field and of handling large kitchens.** Waiters and Assistant Cook deployed should have prior experience in relevant field.

Staff Members (Minimum)	Category
01 Supervisor	Skilled
01 Cook	Skilled
01 Asst. Cook	Semi-skilled

02 Waiters	Semi-skilled
06 Tea Servers/ Helpers/Cleaning staff	Unskilled

- b. The services shall be provided as per the working hours/specified hours in offices with minimum manpower as stated above. Suitable substitute shall be provided in case any of the contractor's staff remains absent. Leave of the employees of the agency should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty on the contractor.
- c. Catering support shall also be provided by the successful tenderer for meetings, conferences, etc., in the office and outside the office, if required by the Bank. The Bank shall not in any way be responsible for terms of employment/ engagement of kitchen as well as the service staff employed by the successful tenderer or violation of any labour law.
- d. The staff shall be properly dressed in neat and tidy uniform, bearing name badges besides being courteous, well-mannered and attentive. They should be conversant with the basics of the trade and must have necessary experience of table service. Gears and caps should be put on by the kitchen staff. The serving staff should necessarily put on hand gloves, caps and formal shoes along with the uniform. One qualified supervisor/manager with decision taking capability as well as authority over the service staff should be present in the Bank during the service hours on working days and as per requirement of the Bank on any other day.
- e. The employees/workmen employed by the successful tenderer shall always be under the direct and exclusive control and supervision of the successful tenderer and any change/replacement of its employee/worker should be done in consultation with the officer designated by the Bank. However, the Bank reserves the right to demand the change of any employee/worker if warranted. In the case of leave taken by any personnel, it will be the responsibility of the successful tenderer to ensure uninterrupted service/substitute arrangement in his place. Frequent change in the personnel has to be avoided by the successful tenderer.
- f. The successful tenderer has to arrange for, within a month of taking over the work, medical check- up done from any Government Hospital/ Reputed Hospital and police verification of the antecedents of staff engaged and submit the certificates to the Bank, failing which the Bank reserves the right to terminate the contract. The same

may be done on an annual basis thereafter.

J. Insurance

a. The successful tenderer shall take “all-risk policy” for the contract value and “workmen compensation policy” and medical insurance as per Chief Labour Commissioner (CLC) instructions for the workers engaged in the work for one year to be renewed thereafter if the contract is renewed by the Bank.

b. The successful tenderer shall indemnify the Bank for any loss or damage that occurs to person(s) or building or a third party during the period of contract. If the successful tenderer does not take out these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at its discretion, from the successful tenderer.

Copy of the insurance policy is to be submitted to the Bank within a month from award of contract, failing which, the Bank reserves the right to terminate the contract.

c. Bank shall not be responsible for any injury, accident, disability or loss of life to the successful tenderer or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the successful tenderer. The successful tenderer has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them and submit a proof to this effect.

K. Notice for Termination of Contract

K1. The Bank shall be at liberty to suspend this contract at any time by giving 24 hours' notice in writing to the contractor for breach of any of the terms and conditions of this contract viz., for poor quality, insufficient service, misconduct of the Contractor/its staff, etc. as to which the decision of the Bank shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

K2. In normal circumstances, it shall also be lawful for the Bank to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the contractor 30 days' notice in writing. Any such termination shall be without prejudice to any other right of the Bank under the Contract.

K3. Contractor's right to terminate:

i. If the Contractor decides to terminate the Contract before the end of the Contract

period, the Contractor has to give an advance intimation of at least 90 days in writing.

ii. If the Contractor terminates the Agreement without prior notice of 90 days, then the entire security deposit shall be forfeited or Performance Bank Guarantee (PBG) shall be invoked.

L. Complaints / Suggestions

The successful tenderer shall keep a suggestion / complaints book to be provided by the Bank to record any suggestion/complaints on performance of services, from the officers/guests and produce the same to the Bank or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The successful tenderer shall attend to all the complaints and address the same as early as possible to the satisfaction of the Bank.

M. Penalties

a. Any deficiency/ irregularity in service and quality as well as quantity of tea/ coffee/ lunch/ special lunch, etc., from the specifications in Section VI- [Annex-I](#) of this tender document will not be accepted. In the case of any dispute regarding quality of food/ eatables being unsatisfactory, final authority will rest with the Regional Director and Vendor shall abide by the decision.

b. A monetary penalty will be levied for any violation, as indicated below, after giving due notice and opportunity to the successful tenderer to explain its position-

Sl. No.	Type of deficiency/ irregularity	1 st instance in a year	2-5 instances in a year	More than 5 instances in a year
1	Non-supply, inadequate/poor quality of food/ raw material/ water/ non- display of Menu rate card wherever applicable	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit	Rs.10,000/- and other action as the Bank may deem fit
2	Non-wearing of Uniforms by workers/ untidy uniforms/keeping cylinders inside Pantry area	Rs.1000/- and other action as the Bank may deem fit	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit
3	Permitting unauthorized persons to enter the Lounge/ Kitchen Area	Rs.20000/- and other action as the Bank may deem fit.		
4	Change of Employees without intimation and approval of the Bank / Use of	Rs.2000/- and other action as the	Rs.5000/- and other action as the Bank	Rs.10000/- and other action as the

	abusive language or behavior with the Bank's staff in a manner de-meaning to them.	Bank may deem fit	may deem fit	Bank may deem fit
5	Non-payment of wages through electronic mode or non-submission of documentary evidence for wage payment	Rs.1000/- and other action as the Bank may deem fit	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit
6	Non-maintenance of statutory and other registers/ documents or non- submission of required documents sought by the Bank	Rs.1000/- and other action as the Bank may deem fit	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit
7	Manpower deployed less than as stipulated in Agreement	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit	Rs.10000/- and other action as the Bank may deem fit
8	Employment of Minors/ Wages not being paid as per Central Government Minimum wages /non-adherence to Central/State Government laws.	Rs.5000/- and other action as the Bank may deem fit	Rs.10000/- and other action as the Bank may deem fit	Rs.20000/- and other action as the Bank may deem fit

A. The Contractor shall not sub-let the contract. In case of any violation in this regard, the Bank reserves the right to terminate the contract.

B. The agreement should not be construed by the successful tenderer to interpret as having received employment from the Bank or as any claim on the Bank's property. On completion of the contract or whenever the Bank decides, the successful tenderer and his staff will immediately vacate the premises and handover the crockery items / all items earlier handed over to him by the Bank.

I/We hereby declare that I/we have read and understood the above terms and conditions as mentioned in Section III, IV and V.

Signature of the Tenderer Name:

Seal:

Address:

Date:

Section VI:
Standard Formats

Form 1 (including Annex- A, B, C, D)	Details of Technical bid
Form 2	Proforma of Performance Bank Guarantee
Form 3	Details of Financial bid
Annex I	Indicative Menu for Officers' Lounge and Dining Room

Form 1

Part - I –Technical Bid

E- Tender for providing Catering and Maintenance Services at the Officer's Lounge and Dining Room (OLDR) and supply of tea/coffee at MOB at Reserve Bank of India, Guwahati

From

.....
.....
.....

To,
The Regional Director
Reserve Bank of India
Pan Bazar, Guwahati-1

S.No.	Particulars	Details to be filled in by the tenderer
1	Name and registered office address of the Company/ Firm/ Agency along with telephone numbers and email	
2	Type of organization – (whether Proprietorship Firm/ Partnership Firm /Pvt./Public Ltd Company).	
3	Date of establishment/ incorporation	
4	Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of sole Proprietorship). Please enclose relevant documents in support of the same.	
5	Name of the proprietor/ partners/ directors of Organization with designation	
6	Name, designation, address, telephone numbers and email of authorized person of company/ firm/ agency to deal with	
7	Address of Local Office at Guwahati	
8	PAN No. (enclose copy of PAN Card issued by Income Tax Department)	
9	PF Account No.	

10	ESI Number	
11	License number under Contract Labour (R&A) Act (if applicable)	
12	GSTIN No.	
13	NEFT Details- Account No. & IFSC where payments will be received by organization	
14	FSSAI Registration and appropriate ISO certification / SQF Certificate.	
15	Annual Turnover of last three financial years FY 2021-2022 FY 2022-2023 FY 2023-2024 (Duly supported by audited or CA certified statement of accounts)	
16	Income Tax Returns of last three financial years FY 2021-2022 FY 2022-2023 FY 2023-2024 Audited annual financial statements to be submitted	
17	Work Experience- Details of Work experience as per the requirement in the Eligibility Criteria and Terms and Conditions, supported by work orders, documents and certificates should be submitted. The details along with documentary evidence of previous experience of similar services for the Reserve Bank of India at any other centre or government/ public sector undertakings/banks should also be given	
18	Name and details of Bankers (Annex A) Bankers Certificate regarding financial standing of the tenderer is to be given by the Banker on its letter head through email as per format attached with this Tender Document (Annex B)	

Copies of Documents required to be submitted online for Technical Bid

1. Audited annual financial statements for FY 2021-2022, FY 2022-2023, FY 2023-2024
2. Income Tax Returns of last three Financial Years i.e. FY 2021-2022, FY 2022-2023, FY 2023-2024
3. Banker's Certificate on financial standing (as per prescribed format in [Annex B](#) to Form I)
4. Details of Bankers (as per prescribed format in [Annex A](#) to Form I)
5. List of Clients served in last 5 years ([Annex D](#))
6. Client Feedback from top three clients (as per prescribed format in [Annex C](#) to Form I)
7. Copy of the PAN, GSTIN Registration wherever applicable
8. Document in support of ESIC, PF, CLRA; FSSAI registration/applicable ISO certification/SQF certificate.
9. Signed copy of the tender document.
10. Any other document/s (please specify)

The Bank reserves the right to call for proof / verification of any of the above-mentioned particulars.

PART – I – All fields to be duly filled and all documents to be uploaded on MSTC portal while submitting the technical bid.

(It should be printed on the official letter head of the firm)

DECLARATION:

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.
3. I/We also agree that my/our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of **Part I (Technical Bid)** of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and the tenderer. I/We also agree to keep the earnest money during the entire period of validity of tender.
4. We have deposited a sum of ₹2,10,000 (Rupees Two Lakh Ten 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 Bank.
5. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Signature

Name and seal of the Tenderer

Form 1- Technical Bid- Annex-A

Details of Bankers

(To be given on tenderer's letterhead)

Particulars	Banker 1	Banker 2
Name of the branch and its complete postal address including IFSC and e-mail id.		
Name and Job-title of the Branch Manager/ Relationship Manager along with his/her Telephone No(s) and E-mail id		
Type of Account and Account No.		
The period from which the service provider has been banking with the Banker (Specify number of years).		
Any other information which the service provider may like to furnish about its Bankers.		

Form 1- Technical Bid- Annex-B

Format of Banker's Certificate from a Scheduled Bank

(To be arranged by the Tenderer)

(To be given by the banker on its letter head through e-mail at
oldrguwahati@rbi.org.in)

1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)
2. Name/s of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Nature of dealings and opinion thereon
6. The period from which the firm has been banking with the bank.
7. Any other remarks.
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for catering services estimated to cost ₹1.05 crores annually.

(Signature)

Authorized Signatory of the Bank Branch

Note:

1. Bankers' certificates should be on letter head of the bank.
2. The certificate to include names of all partners and directors of the party as recorded with the bank.

Form 1- Technical Bid- Annex C

Client's Certificate regarding Performance of the Contractor

(To be given on its letterhead by the client served by the tenderer)
(The same may be mailed to oldrguwahati@rbi.org.in)

1. Name & address of the Client-
2. Details of Works executed by the Contractor-
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 Agency-
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 Agency during the contract-
11. General Feedback on the quality of service by Agency-
12. Rating of services rendered: Outstanding/Very Good/ Good/Satisfactory/ poor
13. Recommendation, if any or any other feedback-

(Authorized Signatory of the Client)

Form 1- Technical Bid- Annex D

**Details of similar works executed in the last 5 years ending
on March 31, 2024**

Sl. No.	Name of Client	Year(s) of execution of work(s)	Value of work(s) executed	Name and contact details of officials/authorities under whom the work(s) was/were executed

Place:
Date:

Signature and seal of the tenderer

Form-2

Proforma of Performance Bank Guarantee

(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
Guwahati

Madam/Dear Sir,

In consideration of your agreeing to empanel M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Catering and Maintenance Services at the Officers' Lounge and Dining Room (OLDR) and supply of tea/coffee to RESERVE BANK OF INDIA, Guwahati 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 _____) 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 _____) 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 two 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 _____) 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, telex, 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.

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 _____). 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

Form 3**Part - II – Details of Financial Bid****E-tender for providing catering services and maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, Guwahati**

Item No.	Item Description	Tentative monthly consumption (A)	Rate per unit (in numbers) ₹ (B)	Rate (in words) ₹	Total Cost (C=A*B)
1	Tea/coffee/green tea/lemon tea/ other flavored tea	13200			
2	Special Tea Type-I	415			
3	Special Tea Type-II	325			
3	High Tea	60			
4	Daily Lunch (Buffet style)	1450			
5	Special Lunch	120			
6	Executive Lunch	10			
Cumulative Total (F)					

The tentative average consumption of items in a month are detailed below:

Item No.	Item Description	Average requirement in a month (nos.) (Tentative)
1	Tea/coffee/green tea/lemon tea/ other flavored tea	13200
2	Special Tea Type-I	415
3	Special Tea Type-II	325
3	High Tea	60
4	Daily Lunch (Buffet style)	1450
5	Special Lunch	120
6	Executive Lunch	10

Date:

Place:

Signature of the Tenderer

Note-

1. The monthly charges may be quoted keeping in view the Minimum Wages plus VDA as prescribed by Central Government from time to time, PF, ESI contribution, other essential payments and profit margin of Contractor. **All wages (Minimum wage, VDA, ESI and PF contribution, bonus, uniform washing allowance etc.) shall be borne by the contractor and no reimbursement in this regard shall be claimed from the Bank.**
2. Rates should be quoted in whole numbers.
3. Tenderers are advised to consider the tentative monthly consumption of the items given above while quoting the rates. However, the Bank will not give any minimum commitment on the tentative monthly consumption. Payment will be made on the basis of actual consumption only.
4. Tenderer, while quoting the rates, must consider the indicative menu, prescribed quantity and quality given in [Annex I](#) of Section VI.
5. The amount quoted should be exclusive of GST.
6. The bidders are advised to consider the facilities/infrastructure to be provided by the Bank while quoting their rates.
7. Conditional bids shall be treated as invalid.
8. Evaluation criteria to be adopted to arrive at L1 bidder is as detailed in Section IV of the tender document.

Indicative Menu for the Officers' Lounge and Dining Room

(A) Tea / Coffee / Other Flavored Tea

S. No.	MENU	QTY.	Brand & Other Specifications.
1	Tea (1 Cup)	180 ml	(Brooke Bond/ Lipton/ Taj Mahal/ Tata/Tetley/Korangani/Goodwin/ other similar reputed brands), sugar/sugar free sachets on demand
2	Green Tea / Lemon Tea / Ginger Tea / Other Flavored Tea	180 ml	Tea bag (Lipton/ Organic India/ Twinings/other similar reputed brands) and fresh lemon, sugar, sugar free sachets on demand
3	Coffee (1 cup)	180 ml	Nescafe/Bru/other similar reputed brands; sugar/ sugar free sachets on demand

Note: Tea/Coffee/Other Flavored Tea to be served at the desks of staff members every day and only the brands mentioned above or otherwise approved by the Bank should be used.

Packed Juice/ Coconut Water/ Soft Drinks to be sold at MRP; Fresh Coconut water, if required, to be provided at pre-agreed rates.

(B) Special Tea Type 1 -Normal Meetings

S.No.	Type of Tea	MENU
1.	Special Tea -Type 1	Tea / Coffee (180 ml) Premium Cookies (salted/sweet) - 2 pcs (15 gm each)

(C) Special Tea Type 2-Meetings

S.No.	Type of Tea	MENU	
1.	Special Tea- Type 2	Tea / Coffee (180 ml) Cookies (salted/sweet) - 2 pcs (15 gm each) Dry Fruits (~17 gms) (Almonds/Cashews/Pistachios)	Tea / Coffee (180 ml) Cookies (salted/sweet) - 2 pcs (15 gm each) Sweet/ savoury item -1

(D) High Tea (Meetings / conferences)

S.No.	Type of Tea	MENU
1	High Tea	i) Tea/Coffee/Juice ii) 1 Savoury item/ sandwich iii) Cookies iv) 1 piece of premium sweet / Cake Slice

(E) Basic Lunch Buffet Style – Veg & Non-Veg (to be served in the Officers' Lounge daily)

SI.No.	ITEMS	Remarks
1	Veg Soup	Variety to be changed on daily basis
2	Indian Breads	Tawa Roti / Poori /Paratha
3	Plain Rice / Other Rice variants	To be provided as per pre-decided menu
4	Dal/ Sambar/Chole/Rajma	Variety to be changed on daily basis

5	Fresh seasonal vegetable (Dry preparation-one variety)	Variety to be changed on daily basis
6	1 Veg Main Course (Vegetable/Paneer etc.)	Variety to be changed on daily basis
7	Non-Veg Item (One)	Variety/preparation to be changed on daily basis
8	i. Curd/Raita ii. Pickle iii. Papad iv. Salad	Accompaniments to be served on a daily basis
9	Dessert (One)	Variety to be changed on daily basis

Fruit Lunch may also be provided to officers opting for the same in lieu of the above.

(F) Special Lunch – Veg & Non-Veg (to be served buffet style in the Officers’ Lounge)

S.No.	ITEMS	Remarks
1	One Veg Soup & One Non-Veg Soup	As per the pre-approved menu
2	Indian Breads (2 varieties)	
3	Starters – One Veg and One Non-Veg	
4	Plain Rice and Pulao/Jeera Rice etc.	
5	One Dal preparation	
6	One Seasonal Veg Main Course	
7	One Paneer/Mushroom Dish	
8	Two Non-Veg Main Course Items	
9	i. Curd/Raita ii. Pickle iii. Papad iv. Salad (Variety to be decided on per order basis)	Accompaniments to be provided with special lunch
10	Dessert (One Variety)	As per the pre-approved menu

Variant of items to be served in Special Lunch will be as per menu decided on per order basis.

(G) Details of Executive Lunch for High Level Meetings

S.No.	ITEMS	Remarks
1	One Veg Soup & One Non-Veg Soup	As per the pre-approved menu
2	Assorted Indian Breads (2-3 varieties)	
3	Starters – Two Veg and Two Non-Veg	
4	Plain Rice and one other Variety of Rice Dishes	
5	One Dal preparation	
6	Two Seasonal Vegetarian Main Course preparations	
7	One Paneer/Mushroom Dish	
8	Two Non-Veg Main Course Items	
9	i. Curd/Raita ii. Pickle iii. Papad iv. Salad (Variety to be decided on per order basis)	Accompaniments to be provided with special lunch
10	Dessert (Two varieties)	As per the pre-approved menu

(H) Any other items like snacks or mini meals, if required to be served, will be negotiated separately.

Indicative Quantity per serving

S.No.	Menu Items	Quantity per serving
1	Soup	250 ml
2	Roti	2 Medium size Roti
3	Starters	100 gm

4	Plain Rice and Pulao/Jeera Rice etc.	150 gm
5	Dal	150 gm
6	Seasonal Vegetables	100 gm
7	Paneer/Mushroom	70 gm
8	Non-veg Main Course	150 gm
9	1. Curd/Raita – 100 gm 2. Pickle – 6 – 10 gm 3. Papad – 1 pc 4. Salad – 70 gm	
10	Dessert	1 piece/ 1 dessert bowl

Details of Raw Materials to be used

- (A) Edible Refined Oil should be of reputed brands like Saffola/ Sundrop/ Fortune/ Dhara/ Sweekar or equivalent brands as approved by the Bank. Use of Palm Oil is strictly prohibited.
- (B) Edible Mustard Oil should be of reputed brands like Engine/ Fortune/ Dhara/ Dalda or equivalent brand as approved by the Bank.
- (C) Milk to be used of Amul Brand or other equivalent local brands. Tea/Coffee to be of reputed brands like Tata/Red Label/Korangani/Nescafe/Bru. Any other Brand used should be with prior approval of the Bank.
- (D) Spices of branded companies like Catch / MDH / Everest or equivalent brand as approved by the Bank.
- (E) Wheat Flour of Ashirwad/ Annapurna/ Nature Fresh/ Pilsbury/ Shakti Bhog or equivalent brand as approved by the Bank.
- (F) Rice should be of reputed brands like Kohinoor/ India Gate/Daawat or equivalent brand as approved by the Bank.
- (G) Pulses should be of good quality as approved by the Bank.
- (H) Raw vegetables should be fresh and should be properly washed before cooking.
- (I) Common Salt, Black Pepper, Chat Masala of Catch brand or as approved by the Bank (to be kept on dining tables).