March 25, 2022

E-Tender for providing catering services and maintenance of Officers’ Lounge and Dining Room (OLDR) at Reserve Bank of India, New Delhi

E-Tender No. – RBI/New Delhi/HRMD/76/21-22/ET/578

Reserve Bank of India, New Delhi invites E-tenders under Two – Bid system (Technical & Financial Bid) for providing catering services and maintenance of Officers’ Lounge and Dining Room (OLDR) at Reserve Bank of India, 6, Sansad Marg, New Delhi-110001.

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

The last date for submission of e-tender on MSTC portal (www.mstcecommerce.com) is April 25, 2022 on or before 11:00 am.

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

Regional Director
New Delhi
DISCLAIMER

Reserve Bank of India, Human Resource Management Department, New Delhi, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and 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 Reserve Bank of India in submitting the e-tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.
Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, New Delhi. 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.

A) Registration:

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

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

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

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

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

Contact person (MSTC):

1. Shri Setu Dutt Sharma, DM, E-mail - sdsharma@mstcindia.co.in
   011-23215925; 07878055855

2) Mr. Sabyasachi Mukherjee, Junior Manager (E-commerce)
   Mobile- 7278030407; E-mail - smukherjee@mstcindia.co.in

3) Mr Umesh Chandra
   Deputy Manager (NRO)
   Mobile no: 09971668889
   Email: umesh@mstcindia.co.in
   Landline-01123217850

4) Shri Shishupal Yadav
   Junior Manager (NRO)
   Mobile no- 8826562675
   Email: shishupal@mstcindia.co.in
   Landline-01132068276

Contact person (RBI, New Delhi):

Shri Devendra Negi, AGM (Personnel),
HRMD, Reserve Bank of India,
6, Sansad Marg, New Delhi-110001;
Tel: 011-23719786,
Email Id: devendranegi@rbi.org.in, hrmnewdelhi@rbi.org.in
B) System Requirements:

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→custom level

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

C) Process of E-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochrome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

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

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

6. Bidding in E-tender:

   (a) Bidder(s) need to submit necessary EMD online through the MSTC portal for the e-tender. No interest will be paid on EMD.

   (b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
(c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Govt. depts. → RBI Vendor Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial/Price Bid.

(d) The bidder should allow to run an application namely Java application by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save/submit his bid.

(e) After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid.

NOTE: - The Techno-Commercial Bid / price bid cannot be revised once the” Final Submission” button has been clicked by the bidder.

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

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

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

(i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful bidder shall be called hereafter supplier.

(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) Buyer (RBI) 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 bidder confirms his acceptance of terms & conditions for the tender.

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.

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

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

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

10. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochrome to familiarize with the system before bidding.
<table>
<thead>
<tr>
<th><strong>SCHEDULE OF E-TENDER</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>A</strong></td>
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<tr>
<td><strong>C</strong></td>
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<td><strong>D</strong></td>
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<td><strong>E</strong></td>
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<td><strong>F</strong></td>
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<td><strong>G</strong></td>
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<td><strong>K</strong></td>
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</table>
E-Tender for providing Catering services and Maintenance of Officers’ Lounge and Dining Room (OLDR) at RBI, New Delhi

Reserve Bank of India, New Delhi (hereinafter called “the Bank”), invites E-tenders under Two–Bid system (Technical & Financial Bid) for providing catering services and maintenance of Officers’ Lounge and Dining Room (OLDR) at Reserve Bank of India, 6, Sansad Marg, New Delhi. The contract shall initially be for a period of 09 months July 01, 2022 to March 31, 2023 and based on the performance service provider, the contract can be extended annually at the discretion of the Bank or for any such period as decided by the Bank but in any case it cannot be extended beyond two years i.e. till March 31, 2025.

The tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before 11:00 am on April 25, 2022. Tenderers shall submit e-tender proposal along with refundable Earnest Money Deposit (EMD) of ₹2,00,000/- (Rupees two lakh only), complete in all respect as per the prescribed format.

The Part-I (Technical Bid) will be opened electronically on April 25, 2022 at 02:30 pm. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

Tender document 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 on the above website.

Regional Director
New Delhi
PRE-QUALIFICATION CRITERIA

Only those tenderers who fulfill the following pre-qualification criteria are eligible to apply for the tender of ₹1,00,00,000/- (Rupees one crore only) for providing catering services and maintenance of Officers’ Lounge and Dining Room at Reserve Bank of India, 6, Sansad Marg, New Delhi:-

1. Tenderers should have a consecutive experience of three years or more as on January 01, 2022 in the field of providing catering facilities in government/public/private sector undertakings where the minimum number of employees/persons were at least five hundred in a single institution/establishment.

Maintenance/upkeep/catering services provided in guest houses/transit houses will not be considered as eligible experience for the above purposes.

2. Tenderers should have a minimum annual turnover of Rs.01 Crore (Rupees one crore only) and must be in profit in any of the last three financial years out of the last five financial years (FY2016-17, 2017-18, 2018-19, 2019-20 and 2020-21; financial statements required must be duly supported by audited or CA certified statement of accounts).

3. Tenderers should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, TIN, VAT, CST, Service Tax, GST, food licenses for existing clients, etc. duly supported by documentary evidence and certificates of registration.

4. Tenderers should have the requisite License / Certificate by the Government to carry out the catering business including all the clearances from the statutory bodies. (duly supported by documentary evidence)

5. Tenderers should have their own office/establishment in Delhi-NCR (duly supported by documentary evidence). Tenderers should also have one of their existing clients in Delhi-NCR.

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

7. At any point of time before opening of the financial bid (Part-II), if the documents or the information provided by the tenderers are found to be incorrect, 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.

8. Tenderers will have to pay Earnest Money Deposit (EMD) of ₹2,00,000/- (Rupees two lakh only) through NEFT to following A/c:

<table>
<thead>
<tr>
<th>A/c Name</th>
<th>NEFT-INWARD RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/c Number</td>
<td>186003001</td>
</tr>
<tr>
<td>IFS Code</td>
<td>RBIS0NDPA01</td>
</tr>
</tbody>
</table>
Note- Please read 5th and 10th letter of IFS Code as “Zero”

9. The tenderers should ensure that they fulfill the pre-qualification criteria before online submitting the e-tender and they should also submit all the relevant details/information along with e-tender. The tenders submitted by contractors who do not fulfill the pre-qualification criteria will summarily be rejected.
E-tender for providing catering services and maintenance of Officers’ Lounge & Dining Room (OLDR) at Reserve Bank of India, New Delhi

PART - I – Technical Bid

To,
Regional Director
Reserve Bank of India
New Delhi

<table>
<thead>
<tr>
<th>(a)</th>
<th>Description of work</th>
<th>Providing catering services and maintenance of OLDR at Reserve Bank of India, New Delhi</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Estimated cost</td>
<td>₹1.00 crores</td>
</tr>
</tbody>
</table>

1. Name, address of firm/agency, telephone numbers and email
2. Registration No. of the firm/agency.
3. Name, designation, address, telephone numbers and email of authorized person of firm/agency to deal with
4. Please specify as to whether tenderer is sole proprietor/ partnership firm/ company. Name and Address and Telephone No. of directors / partners should be specified.
5. PAN No. (enclose copy of PAN card issued by Income Tax Department)
7. ESI Number
8. License number under Contract Labour (R&A) Act
9. GST No.
10. NEFT Details (For refund of EMD)
11. MSE registration details, if applicable
2. The details of our bankers are as under:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Bank</th>
<th>Branch and its complete address</th>
<th>Name of the contact person</th>
<th>Telephone and email id</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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</tr>
</tbody>
</table>

3. We are enclosing herewith list of our clients with complete details.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Client Name</th>
<th>Location</th>
<th>Key Individual dealing with (Name, Rank/Designation, Contact details and e-mail id)</th>
<th>Nature of work</th>
<th>Number of Personnel Catering to</th>
<th>No of catering staff deployed by the vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td></td>
<td></td>
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</tr>
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<td>2.</td>
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</tbody>
</table>

**Copies of Documents required to be submitted for Technical Bid**

1. Audited annual financial statements and Income tax returns for FY 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21
2. List of existing clients.
3. Client Feedback from top three existing clients (in terms of strength, turnover and period of service)
4. Incorporation documents
5. Documents in support of MSE registration, if any.
6. PAN, TIN and GST Registration wherever applicable
7. Document in support of ESIC, PF, CLRA etc. registration
8. Any other document/s required to be submitted, as mentioned above.

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

(To be submitted in the Technical Bid, on the Letter head of the company duly signed by authorized signatory)

1. The information provided by me/us is true to the best of my/our knowledge and if any information is found incorrect or false, I/we may be debarred from the tender process / being awarded the contract.

2. I/We agree to abide by the terms and conditions stipulated by the Bank as mentioned in the tender document.

3. We have deposited a sum of ₹2,00,000/- (Rupees two lakh only) as earnest money deposit 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.

4. I/We also agree that our tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us in writing. I/We also agree to keep the earnest money valid during the entire period of validity of tender.

5. I/We understand that the Reserve Bank of India, New Delhi reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this______day of_____________2022.

Signature:

Name:

Seal of the Contractor:
INSTRUCTIONS TO TENDERERS

1. Pre-Bid Meeting
   a) Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting.
   b) The tenderers’ designated representatives are invited to attend a pre-Bid meeting on April 06, 2022 at 02:30 pm. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.
   c) The tenderers shall submit questions, if any, in writing, to reach the Bank’s email address mentioned in this document, not later than one day before the date of the pre-Bid meeting.
   d) Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a tenderer.

2. Documents comprising the Tender

The Tender shall comprise the following:

- Notice Inviting e-tender
- Technical Bid Details
- Financial Bid Details
- Earnest Money Deposit through NEFT to following A/c:

<table>
<thead>
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</table>

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

- Performance Bank Guarantee to be furnished after award of contract by the successful bidder.
- Contract Agreement.

3. Period of Validity of Tenders

a) The tender validity period shall be 90 days from the date of opening of tender.
   b) In exceptional circumstances, prior to the expiration of the tender validity period, the Bank may request tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing.

4. Submission, Sealing and Marking of Tenders

a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the Instructions regarding E-Tender.
   b) The tenderers may submit their Financial Bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed date and time.
c) If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of tender.

5. **Deadline for Submission of Tenders**

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.
b) The Bank may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

6. **Late Tenders - After the deadline, no tender shall be allowed on the e-portal.**

7. Tenderers are advised to consider the tentative monthly consumption of the items and labour cost, while quoting the rates. However, the Bank will not give any commitment on the tentative average monthly consumption.

8. **Tender Opening**

The Bank shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/their authorized representatives who choose to be present. Part-II (Financial Bid) of only those tenderers who qualify/are found suitable after scrutiny of Part-I (Technical Bid) by the Bank will be opened on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/E-mail/Telephone call. The decision of the Bank in this regard will be final.

9. **Evaluation of tenders**

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

a) Bidders 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.
b) The technical proposals of only those bidders who meet the pre-qualification criteria will be evaluated by a committee constituted by the Bank. Technical scores ($T_s$) will be given to the bidders using the following criteria:

(i) The agency’s experience in supply / quality of catering services in the offices of Statutory/autonomous bodies/PSUs / Large Establishments *(20 points)*;

(ii) Total number of persons served in various government/public/private sector undertakings of similar services having a strength of minimum 500 number of employees/persons at any point of time *(25 points)*-

<table>
<thead>
<tr>
<th>Total strength of various institution/ organizations served by the bidder as on 01.01.2022</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1201 &amp; above</td>
<td>25</td>
</tr>
<tr>
<td>1001 - 1200</td>
<td>20</td>
</tr>
<tr>
<td>751 to 1000</td>
<td>15</td>
</tr>
<tr>
<td>500 to 750</td>
<td>10</td>
</tr>
<tr>
<td>Below 500</td>
<td>0</td>
</tr>
</tbody>
</table>
(iii) The overall hygiene and cleanliness levels maintained by the bidder at similar facilities (15 points).

(iv) The overall quality and appearance of food provided by the bidder agency for similar contracts (10 points).

(v) The appearance (tidiness of uniform/expertise of catering staff) and relevant experience of existing staff/supervisors of the agency (10 points).

(vi) Feedback obtained during site visit of the existing clients regarding quality of services being provided by the agency (10 points).

(vii) Average Ratio of staff deployed vis-à-vis the person being catered in the organizations (10 points)-

<table>
<thead>
<tr>
<th>Staff Ratio – No. of employee deployed: Total no of staff catered</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:25 or less</td>
<td>10</td>
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<tr>
<td>1:26 to 1:50</td>
<td>7</td>
</tr>
<tr>
<td>1:51 to 1:75</td>
<td>5</td>
</tr>
<tr>
<td>1:76 to 1:100</td>
<td>2</td>
</tr>
<tr>
<td>1:101 or more</td>
<td>0</td>
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</table>

The highest Technical score ($T_h$) will be given a score of 100 points. The technical scores of the other tenderers will be computed as -

$$T_s = 100 \times \frac{T}{T_h}$$

in which $T_s$ is the technical score, $T_h$ is the highest technical score and $T$ is the technical score given to the tenderer under consideration.

c) Quality, competence and reliability of the agencies is the paramount requirement in this tender. The decision of the award of the contract would be made as under:

(i) Only those technical bids would qualify for opening of the financial bid who would have a technical score ($T_s$) of 70 or above. Discretion of the Bank will be final and binding in this regard.

(ii) The Bank shall notify those bidders whose proposals do not meet the minimum qualifying points of the tender conditions. The Bank shall simultaneously notify the bidders who have secured the minimum qualifying marks, indicating the date and time of opening of the Financial Bids. The notification may be sent by e-mail or by post.

(iii) The Financial Bids shall be opened in the presence of the bidders’ representatives who choose to attend (only one representative per bidder). The name of the bidder, the score obtained by them in the Technical evaluation and the offered prices shall be read aloud and recorded when the Financial Bids are opened.

(iv) The evaluation criteria to be adopted for arriving at the Financial score ($F_s$) in the Part-II (Financial Bid) is as stated under-

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 Part-II of the tender. Any other incidental service required by the Bank and not covered in
the contract will be negotiated separately each time.

Rates (A) quoted by tenderers for the items shall be multiplied with the tentative average monthly consumption (B) of that item to form a cumulative total (F)-

<table>
<thead>
<tr>
<th>Item</th>
<th>Quoted Rate (A)</th>
<th>Tentative average monthly consumption (B)</th>
<th>Total (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item-1</td>
<td>A₁</td>
<td>B₁</td>
<td>C₁=A₁ x B₁</td>
</tr>
<tr>
<td>Item-2</td>
<td>A₂</td>
<td>B₂</td>
<td>C₂=A₂ x B₂</td>
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<td>:</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>Item-n</td>
<td>Aₙ</td>
<td>Bₙ</td>
<td>Cₙ=Aₙ x Bₙ</td>
</tr>
</tbody>
</table>

**Cumulative Total (F)** = C₁+C₂+…+Cₙ

The lowest Financial Bid (Fₘ) will be given a financial score (Fₛ) of 100 points. The financial scores (Fₛ) of the other Financial Bids will be computed as -

Fₛ = 100 x Fₘ / F

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

(v) Proposals will be ranked according to their combined Technical score (Tₛ) and Financial score (Fₛ) scores using the weights (t=0.60 and f=0.40). Combined score (S) = (Tₛ x t) + (Fₛ x f). The bidder securing the highest combined score (S) will be considered the lowest bidder (L₁).

(vi) The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

**10. Clarification of Tenders**

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 a clarification regarding 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.

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.

**11.** The contract for running the canteen services at third floor (adjacent to Officers’ lounge) shall be awarded to the same contractor, who successfully competes in the tendering process of OLDR, on mutually agreed terms and conditions subject to the indicative rates as mentioned in Annexure-V. However, this will not be a part of evaluation method. The other terms and conditions for running canteen services are stipulated in Annexure-IV. The clause (14) and (15) of Annexure-II shall prevail in the contract for running the canteen services as well. The
Bank shall not incur any expenditure for canteen operations except electricity, space, water and existing canteen infrastructure. Currently, there is provision of only one kitchen at the third floor which will be used by the caterer for running OLDR and Canteen. However, on separation of the existing kitchen into two separate kitchens, a separate tender will be floated for running the canteen facilities. Further, on floating of tender for Canteen, the consumption of tea in OLDR will substantially reduce and this aspect to be kept in mind while quoting the rates in the tender.

12. Signing of Contract

The successful tenderer shall execute separate agreements, both in Hindi and English, with the Bank on Non-Judicial stamp paper of value not less than ₹100/- within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. 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.

13. Performance Bank Guarantee

a) The successful tenderer shall furnish along with the contract, a Performance Bank Guarantee (PBG) of 10% of the successful bid amount/contract amount in accordance with the Performa given in Annexure-VI. The PBG shall be valid for a period of six months after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG and execution of the agreement.
b) Failure of the successful tenderer to submit the Performance Bank Guarantee of 10% of the successful bid amount 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 six 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 case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

14. 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 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 Annexures.
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.

**Note** - The contractors may visit the site before quoting the rates to assess the quantum of work.
Annexure - II

Terms and conditions for providing catering services and maintenance of Officers’ Lounge and Dining Room (OLDR) at Reserve Bank of India, New Delhi

1. Period of Contract
   The contract would initially be valid for a period of 09 months unless earlier terminated in accordance with the termination clause. The contract may be renewed and extended at the discretion of the Bank for a period of one year or lesser period at a time but not beyond three years in total.

2. Terms of Payment
   a) The rates quoted (exclusive of all relevant taxes and service charge) would be valid for a period of one year. No request for upward revision in the rates will be considered during the validity period of the contract.

   b) Payment shall be made on monthly basis. GST related to services provided for OLDR will be paid by the Bank to the caterer subject to submission of the relevant documents. TDS, Surcharge & Education Cess (as applicable) and any other taxes levied by the Government from time to time will be deducted at source in terms of Income Tax Act. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Bank.

   c) The Contractor shall raise the bill, in duplicate, along with the following documents in respect of the persons deployed and submit the same to the Assistant Manager, OLDR by the second week of the subsequent month or earlier, but only after disbursement of salary/wages to all the deployed manpower during the month of consideration. The payment shall be released, through NEFT/RTGS channel only, within two weeks from the date of submission of bills, complete in all respects as detailed below:
      i. Current month Invoice Copy
      ii. Current month Acquaintance (Wage) Register duly signed by the individual contract Labourers
      iii. Current month Attendance Register
      iv. Current month ESI remittance challan with consolidated breakup details.
      v. Current month EPF remittance challan, as applicable, with consolidated breakup details
      vi. Periodical returns submitted to Labour Commissioner, EPFO & ESIC within 07 days of filing.
      vii. Copy of GST Challan

   d) Any objection regarding the payment received by the contractor may be brought to the notice of the Bank within 10 days of 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.
3. Venue

The Catering service (for the purpose of Lunch) shall normally be provided at the Officers’ Lounge and Dining Room at IIIrd floor of the Main Office building at 6, Sansad Marg, New Delhi or at any other place as approved by the Bank within the Bank's premises. The building has provision for pantry and dining halls.

4. Lunch/Tea/Coffee Timings

The lunch hours may vary from 12 pm to 3 pm. Contractor shall arrange for tea /coffee being served to Bank’s officers at their desks/table during office hours, on all working days or on any other day as specified by the Bank. The contractor shall arrange for disposable cups for tea/coffee services, wherever required. In addition to this they also have to serve tea /coffee to all other staff as desired by the specific department 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. The Contractor shall have to serve Special lunches/High Tea/ Special Tea as and when required for which prior information shall be given by the Bank.

5. Infrastructure to be provided by the Bank

   a) Pantry along with cooking utensils and water will be provided by the Bank.
   b) Dining area with tables, chairs, refrigerator, microwave, small weighing scale etc.
   c) Electricity connections/points for electrical equipment etc.
   d) Crockery/ cutlery will be provided by the Bank.

Note:

   (i) The cost of edible materials, cooking gas, napkins and doily papers for various meetings, lunches etc. and transportation will be borne by the Contractor. Use of Kerosene is prohibited in the Bank’s premises.
   (ii) Good quality table cloth and frills for various lunch events and meeting will have to be arranged by the Contractor. Maintenance of the same will also be arranged by the contractor.
   (iii)The bidders are advised to consider the facilities/infrastructure to be provided by the Bank while quoting their rates.

6. Menu

The contractor is expected to provide good quality vegetarian / non-vegetarian lunch in proper hygienic condition to officers. Tea/Coffee/Lunch/Special Lunch/Special Tea/High Tea will be served as per the indicative menu attached. (Annexure-III)

7. The contractor shall arrange for storage and distribution of the water bottles provided by the Bank. The contractor shall be required to receive and distribute the water bottles through his catering staff to the Bank’s officers at their desk on various floors as well as on other occasions, such as meetings, conferences etc. The contractor shall maintain and submit the details of such distributed water bottles in the format as given by the Bank.
8. **Kitchen & Tea Pantry – Cleanliness and Hygiene**

The Contractor shall ensure that the food/Tea is cooked in the Lounge kitchen itself. The contractor has to ensure that a separate space and cooking utensils are used for preparation of Non-veg items. Highest standards of hygiene, which will be verified periodically by the Bank and the Bank’s Medical consultant, have to be maintained. In case of unsatisfactory/unhygienic quality of food item(s)/tea 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.

The contractor shall also maintain the cleanliness of Kitchen, Dining hall and Pantry area. Cost of cleaning material shall be borne by the contractor.

The Contractor 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/residents under the said contract. The Contractor 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.

9. **Catering staff**

The contractor should employ 32 catering staff (as per below mentioned details) to ensure smooth catering services in the Bank premises. On any given day out of these, 4 persons would have to be deployed to provide exclusive services to the senior officers of the Bank.

<table>
<thead>
<tr>
<th>Type of Employee</th>
<th>No. of Employee</th>
<th>Details of staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highly Skilled</td>
<td>4</td>
<td>1 Manager, 1 Supervisor, 2 Chef</td>
</tr>
<tr>
<td>Skilled</td>
<td>4</td>
<td>1 Tea Maker, 1 Chapati Maker, 2 Halwai</td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td>6</td>
<td>1 Cashier, 5 Head Waiters (1 each for Sr officers' Lounge, OLDR, Canteen and 02 for Meetings)</td>
</tr>
<tr>
<td>Un-Skilled</td>
<td>16</td>
<td>Waiters and Cleaning Staff</td>
</tr>
</tbody>
</table>

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 Contractor or violation of any labour law. The Contractor shall ensure obtaining licence under section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 in favour of the Bank.
The staff shall be properly dressed in neat and tidy uniform, bearing name plates 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. White apron 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 the 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.

The Bank reserves the right to demand the change of any employee/worker if warranted. In case of leave taken by any personnel, it will be the responsibility of the contractor to ensure uninterrupted service/substitute arrangement in the OLDR. However, frequent change in the personnel has to be avoided by the contractor.

The contractor has to arrange for, within a month of taking over the work, annual medical check-up done from any Government Hospital and police verification of the antecedents of staff engaged and submit the certificates to the Bank, failing which Bank reserves the right to terminate the contract.

10. Adherence to Labour Laws

The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. The Contractor shall not engage ‘Minors’ for catering service in the lounge. The contractor shall ensure payment of minimum wages plus VDA (Variable dearness allowance) to all workmen staff employed in presence of authorized representative of the Bank. The contractor 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 contractor should maintain and be able to furnish all registers as and when called for by the Regional Labour Commissioner.

An undertaking will be obtained, on a ‘Non-judicial stamp paper’ of applicable value before award of the work, from the contractor on award of contract, to the effect that he undertakes to actually pay wages to all the labourers, 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 under the Minimum Wages Act, 1948 and to ensure compliance of essential amenities as provided under the CLRA Act and also keep Reserve Bank of India indemnified against all the actions that may be initiated against the Reserve Bank of India by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. As and when the contractor 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 contractor 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 contractor and shall in no way be made liable to the labourers engaged by the contractor. The Contractor shall keep the Bank indemnified in this regard.

Before release of final payments to the contractor, a certificate will be obtained from the contractor to the effect that he has actually paid all the applicable dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labourers. The veracity of such certificate will be verified by the Bank.

11. Non-Disclosure

The contractor and the staff employed by the contractor, 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 contractor shall treat the details of the contract, “Notice Inviting Tender for providing catering services and maintenance of Officer’s Lounge and Dining Room at Reserve Bank of India, 6, Sansad Marg, New Delhi”, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor 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 Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the contractor or its employees. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the contract and pursue legal remedies. The Contractor shall ensure in writing that the persons engaged for the purpose of the work are made aware of the non-disclosure requirement and the Contractor shall be liable for any breach committed by its persons. The NON-DISCLOSURE Clause signed by the Contractor under the aforesaid agreements will survive for indefinite duration.

12. Prevention, prohibition and Redressal of sexual harassment

The Contractor 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 against its own employee/s, 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 Bank against any employee/s of the contractor shall be taken cognizance of by the Regional Complaints Committee (RCC) constituted by the Bank and the consequent action/decision taken by the RCC shall be binding on the contractor.
if sexual harassment/violence by the employee of the contractor is proved.
c. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
d. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
e. The contractor shall be responsible for any monetary compensation that may need to be paid in case that incident involves the employee of the contractor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the contractor is proved.

13. Force Majeure

Notwithstanding anything else 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.

14. Insurance

The successful Contractor shall take “all-risk policy” for the contract value and “workmen compensation policy” for the workers engaged in the work for one year to be renewed thereafter if the contract is renewed by the Bank. The Contractor 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 Contractor does not take out these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the contractor. **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.

Bank shall not be responsible for any injury, accident, disability or loss of life to the contractor 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 contractor. The contractor 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.

15. Notice for Termination of Contract

The contract can be terminated by either party by giving three months’ notice on the addresses as mentioned in the agreement.
16. Adherence to IS Policy

The contractor and its staff shall adhere to IS (Information Security) policy of the Bank which will be provided at the time of agreement.

17. Upkeep and Maintenance of Kitchen / Dining areas and crockery/cutlery

The contractor has to ensure that the kitchen/dining halls/pantry area and all the crockery and cutlery are cleaned and stacked properly every day prior to the closure of OLDR. The contractor has to ensure proper disposal of waste food.

The crockery/cutlery/glassware etc. for use in cooking/serving of Tea/Special lunch etc. will be provided by the Bank. It is the duty of the Contractor to properly handle the crockery/cutlery/ various gadgets etc. provided by the Bank. Cost of breakage/loss, if any, of the aforesaid items, including those in item no. 5 above, would be recoverable from the Contractor. The decision of the Bank will be final in this regard. If required, for high level meetings/special lunches, the contractor may be asked to provide separate crockery of the best quality and a mutually agreed rate will be payable for the same to the contractor. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services.

18. Penalties

Any deficiency in service and quality as well as quantity of tea/coffee/lunch/special lunch etc. from the specification in rate schedule, decided by the Bank, will not be accepted. A penalty will be levied for any violation, as indicated below, after giving due notice and opportunity to the Contractor to explain his/her position-

a) Use of abusive language or behaviour with the Bank’s staff in a manner demeaning to them.
b) Non-wearing of proper uniforms or wearing untidy uniform by the contractor’s staff.
c) Change of employees without prior intimation and approval of the Bank.
d) Non maintenance of statutory and other registers/documents or non-submission of required documents sought by the Bank / non-submission of documentary evidence for payment of wages.
e) Non submission of Lounge coupons/bills and non-submission of bills in time.
f) Manpower deployed lesser than required or not as per stipulations in Agreement.
g) Non-payment of wages through electronic mode or non-submission of documentary evidence for such payment.
h) Employment of Minors/
i) Wages not being paid as per Central Government Minimum Wages/ Non adherence to Prohibition/non adherence to Central/State Government laws.

The Contractor shall keep a suggestion book to be provided by 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 Contractor shall attend to all the
complaints and address the same as early as possible to the satisfaction of the Bank.

19. Earnest Money Deposit (EMD)

Contractor has to pay as earnest money a sum of ₹2,00,000/- (Rupees two lakh only) (refundable) through NEFT/RTGS only. The EMD of the successful tenderer will be refunded on receipt of PBG and execution of the agreement. No interest is payable on the EMD amount. After award of work, the successful bidder will have to submit a performance bank guarantee of 10% of the bid/contract amount, valid till six month after the expiry of the contract period. The Bank shall forfeit the EMD on failure to execute the agreement or produce PBG.

20. General Conditions

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) Bureau of Indian Standards (BIS) / specifications of ISI / Agmark / FOA should be followed wherever applicable.

c) The agreement should not be construed by the contractor 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 contractor and his staff will immediately vacate the premises and handover the crockery items / all items earlier handed over to him by the Bank.

The employees/workmen employed by the contractor shall always be under the direct and exclusive control and supervision of the contractor and the contractor may transfer its employees / workmen and in accordance with their needs, in consultation with the officer designated by the Bank. Adequate and necessary numbers of employees / workmen shall be deployed by the contractor for fulfilment of their contractual obligations under this agreement. The Contractor shall also arrange a pool of standby skilled manpower for special occasions. A proper record and register shall be maintained and presented for checking purpose to the Assistant Manager / the Designated Official. It shall be the sole responsibility of the Contractor to ensure that employees/workmen, deployed by it, fulfill the obligations undertaken under this agreement. The contractor shall also provide such employees/workmen at its own cost, with such equipment and other paraphernalia as may be considered necessary. Special uniforms for the serving staff should be provided by the contractor for special lunches.

d) Quotation should be submitted duly signed with date in the enclosed blank space of the Part-II – Financial Bid only, of the tender.

e) Rates should be quoted both in words & figures. In case of any ambiguity as regards rates, the amount mentioned in words will be considered. Violation in this regard may lead to rejection of the quotation. All rates will be exclusive of all taxes wherever applicable. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
f) The tender form should be filled in Hindi / English. If any of the documents prescribed is missing or not duly signed, the tender may be considered as invalid by the Bank at its discretion.

g) Incomplete forms or the declaration not supported by proper documentary evidence, etc. (as desired above) will be outrightly rejected by the Bank. **Failure to keep Part-I and Part - II of the tender documents separately shall lead to disqualification of the tender. No further correspondence shall be entertained by the Bank in this regard.**

h) Tenders submitted through Fax, E-mail or by hand will not be accepted.

i) All the pages of the tender documents should be signed by the authorized person(s) submitting the tender in token of his/her/their having acquainted himself/herself/themselves. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the Bank.

j) It is to be duly noted that in case of any / all disputes 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).

k) All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, 6, Sansad Marg New Delhi 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 New Delhi only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

I/We hereby declare that I/we have read and understood the above terms and conditions as mentioned in **Annexure-I** and **Annexure-II**.

**Signature of**

**Contractor(s)/Partner(s) Name:**

**Seal:**

**Address**

**Date:**

**Place:**
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Rate (to be quoted in numerals) (in Rs.)</th>
<th>Rate (to be quoted in words) (in Rs.)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Normal Tea / Coffee / Green tea / Lemon tea / Fresh lime water / Butter milk</td>
<td>25,000 Nos.</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2(a)</td>
<td>Special tea – Type 1</td>
<td>300 Nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(b)</td>
<td>Special tea – Type 2</td>
<td>250 Nos.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3(a)</td>
<td>High Tea</td>
<td>350 Nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Basic Lunch Veg/Non-Veg</td>
<td>450 Nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5(a)</td>
<td>Special Lunch – Type A</td>
<td>100 Nos.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5(b)</td>
<td>Special Lunch – Type B</td>
<td>100 Nos.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The expected expenditure towards payment of minimum wages for 32 catering staff as on date is around Rs. 52.50 lakh. The Bidders are advised to consider the tentative monthly consumption of the items, liability towards payment of all the statutory obligations related to minimum wage, payments of cost of raw material, providing liveries to the catering staff, medical health check-up, charges towards obtaining Bank Guarantee of Rs. 10.00 Lakh, “all-risk Insurance policy” for the contract value, “workmen compensation policy” for the workers engaged in the work, CLRA licences etc. while quoting the rates for the items in the Part-II (Financial Bid).

Note: Indicative Menu and Quality for each item is provided in [Annexure – III](#)
The tentative average consumption of *items in a month* are detailed below:

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>ITEMS</th>
<th>AVERAGE NOS. OF QUANTITY SERVED ON MONTHLY BASIS (TENTATIVE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Normal Tea / Coffee / Green tea / Lemon tea / Fresh lime water / Butter milk</td>
<td>25,000</td>
</tr>
<tr>
<td>2 (a)</td>
<td>Special tea – Type 1</td>
<td>300</td>
</tr>
<tr>
<td>(b)</td>
<td>Special tea – Type 2</td>
<td>250</td>
</tr>
<tr>
<td>3</td>
<td>High Tea</td>
<td>350</td>
</tr>
<tr>
<td>4</td>
<td>Basic Lunch Veg/Non Veg</td>
<td>450</td>
</tr>
<tr>
<td>5 (a)</td>
<td>Special Lunch – Type A</td>
<td>100</td>
</tr>
<tr>
<td>(b)</td>
<td>Special Lunch – Type B</td>
<td>100</td>
</tr>
</tbody>
</table>

**Note:**

1) Bidders are advised to consider para 5 (*Annexure-II*) and the tentative monthly consumption of the items, minimum wages and market rates while quoting the rates for the items in the Part-II (Financial Bid).

2) Rate quote for all items may be mentioned after exclusion of all the taxes.

3) The Bank will not give any commitment on the tentative average monthly consumption of items as mentioned above. **Payment will be made on the basis of actual consumption only.**

4) The evaluation criteria to be adopted for arriving at the lowest bidder (L1) is as stated in the para 9 of the *Annexure-I* of the tender document.
### INDICATIVE MENU

#### (A) NORMAL TEA/COFFEE

<table>
<thead>
<tr>
<th>SL NO</th>
<th>MENU</th>
<th>QTY.</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tea (1 Cup)</td>
<td>180 ml</td>
<td>Brooke Bond/Lipton/Taj Mahal / Tata Tetley), sugar, sugar free sachets on demand</td>
</tr>
<tr>
<td>2</td>
<td>Green Tea/Lemon Tea (1 cup)</td>
<td>180 ml</td>
<td>Green tea bag and fresh lemon, sugar, sugar free sachets on demand</td>
</tr>
<tr>
<td>3</td>
<td>Coffee (1 cup)</td>
<td>180 ml</td>
<td>Nescafe, sugar, sugar free sachets on demand</td>
</tr>
<tr>
<td>4</td>
<td>Fresh Lime Water (1 Glass)</td>
<td>200 ml</td>
<td>Fresh Lemon</td>
</tr>
<tr>
<td>5</td>
<td>Butter Milk (1 Glass)</td>
<td>200 ml</td>
<td>Amul / Mother Dairy</td>
</tr>
</tbody>
</table>

Note: Tea/Coffee/Fresh Lime Water/Butter Milk to be served in a tray on Officers’ table.

#### (B) SPECIAL TEA/COFFEE

**Type 1:**

<table>
<thead>
<tr>
<th>(a)</th>
<th>Tea/coffee/green tea/ lemon tea/fresh lime water/butter milk / Juice</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Premium baked cookies—sweet and salted two pcs. each</td>
</tr>
<tr>
<td>(c)</td>
<td>Premium quality roasted salted Kaju /almond /Pista – minimum 30 gms (Cocoa brand or equivalent) AND Premium baked cookies – sweet and salted two pcs.</td>
</tr>
</tbody>
</table>

**Type 2:**

<table>
<thead>
<tr>
<th>(a)</th>
<th>Tea/coffee/green tea/ lemon tea/fresh lime water/butter milk/ Juice</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Premium quality roasted salted Kaju /almond /Pista – minimum 30 gms (Cocoa brand or equivalent) AND Premium baked cookies – sweet and salted two pcs.</td>
</tr>
</tbody>
</table>

#### (C) HIGH TEA

<table>
<thead>
<tr>
<th>(a)</th>
<th>Tea/coffee/green tea/ lemon tea/fresh lime water/butter milk/Juice</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Premium quality roasted salted Kaju /almond /Pista – minimum 30 gms (Cocoa brand or equivalent)</td>
</tr>
<tr>
<td>(c)</td>
<td>Premium baked cookies – sweet and salted one pc. each</td>
</tr>
<tr>
<td>(d)</td>
<td>Veg cutlet / paneer roll / paneer pakora / sandwich / samosa / fruit cake</td>
</tr>
<tr>
<td>(e)</td>
<td>Sweet/Pastry – one pc.</td>
</tr>
</tbody>
</table>
### (D) BASIC LUNCH – VEG (buffet, to be served in Officers’ Lounge)

<table>
<thead>
<tr>
<th>SL NO</th>
<th>ITEMS</th>
<th>DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soup</td>
<td>Tomato Soup with Bread Crunch, sweet corn/clear veg/spinach/mushroom.</td>
</tr>
<tr>
<td>2</td>
<td>Seasonal Salad</td>
<td>Green Salad</td>
</tr>
<tr>
<td>3</td>
<td>Rice</td>
<td>Jeera Rice/Veg pulao/Biryani and Steamed rice (daily on rotation)</td>
</tr>
<tr>
<td>4</td>
<td>Chapati/South Indian</td>
<td>Roti and Missi Roti/ Dosa, Idli, Vada</td>
</tr>
<tr>
<td>5</td>
<td>Curd/Raita</td>
<td>Plain Curd/Raita 100 gms, sealed cup of Mother Dairy/Amul</td>
</tr>
<tr>
<td>6</td>
<td>Cereal (Dal)</td>
<td>Tuar Dal, Dal Makhni/Rajma, Moong Sabut, White Chana, Malka Masoor, Sambhar (daily on rotation)</td>
</tr>
<tr>
<td>7</td>
<td>Vegetable</td>
<td>(a) Two Seasonal Vegetable of good quality (daily on rotation) Coconut Chutney/Tomato Chutney. Potatoes in vegetables or otherwise should not be served more than twice a week.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Matar paneer/Shahi paneer/capsicum paneer/Malai Kofta/Malai methi twice a week in place of one vegetable.</td>
</tr>
<tr>
<td>8</td>
<td>Papad</td>
<td>Bikaneri/Haldiram/Lizzat/Bikaji brand</td>
</tr>
<tr>
<td>9</td>
<td>Pickle</td>
<td>Nillon's/ Mother’s recipe</td>
</tr>
<tr>
<td>10 (a)</td>
<td>Dessert</td>
<td>Gulab jamun /Rasgulla / Rasmalai / Chhena Roll/Malai Chaap/Milk Cake/Bengali Sweet of good quality from standard shops, four days a week on rotation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seasonal fresh cut fruits (200 gms)</td>
</tr>
<tr>
<td></td>
<td>(b)</td>
<td>Ice cream-once a week-100 gms sealed cup- Vadilal/Amul (Butter Skotch/Kesar Pista/Malai Kulfi)</td>
</tr>
<tr>
<td>11</td>
<td>Mouth Freshener</td>
<td>Branded Premium Quality</td>
</tr>
</tbody>
</table>

Note: Fruit Lunch (700gms) in place of items (3) to (10) as mentioned in (D) of Annexure- III will also have to be provided in the Lounge.

### (E) BASIC LUNCH – NON-VEG (buffet, to be served in Officers’ Lounge)

Indicative Menu will be as per (D) and in addition, anyone of the following items will be served, daily on rotation.

1. Mutton- 150 gms (without gravy)
2. Chicken- 150 gms (without gravy)
3. Fish Rohu / Pomfret - 100 gms (without gravy)

Note: Non-veg shall not be prepared in the Lounge kitchen.
(F) DETAILS OF SPECIAL LUNCH: Special Lunch will have to be supplied based on specific orders and not on regular basis.

<table>
<thead>
<tr>
<th>SR. NO</th>
<th>ITEM</th>
<th>PLAN - A</th>
<th>PLAN - B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SOUP</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>STARTERS</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>SALAD</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>RICE</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>PULAO</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>CHAPATI / ASSORTED BREADS</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>7</td>
<td>SET CURD</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>RAITA</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>DAL</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>SEASONAL VEG</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>MIX BOILED VEG</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>PANEER PREPARATION</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>NON-VEG</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>14</td>
<td>PAPAD, PICKLE, CHUTNEY</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>15</td>
<td>FRESH FRUIT IMPORTED</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>16</td>
<td>DESSERT</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>17</td>
<td>ICE-CREAM</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>MOUTH FRESHNER</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

*Non-veg to be served boneless.
The indicative menu for special lunch is as follows-

**INDICATIVE MENU FOR SPECIAL LUNCH**

**SOUP**  
LEMON CORIANDER, CREAM OF TOMATO, MANCHOW, HOT AND SOUR, TOMATO SHORBA, VEG CLEAR, CREAM OF VEG, CREAM OF ALMOND, CREAM OF MUSHROOM, CREAM OF CHICKEN, CHICKEN LEMON CORIANDER

**STARTERS**  
SURPRISE VEGETABLE, MOZZARELLA JALAPENO ROLL, CORN CHEESE PAN CAKE ROLLS, PANEER CUTLET, VEG CUTLET, PANEER PAKORA, VEG FINGER, CHILLY HONEY POTATO, CHILLY MUSHROOM, CHILLY POTATO, DRY MANCHURIAN, CHICKEN GILLAFI KABAB, CHICKEN TIKKA MALAI, MUTTON SEEKH KABAB

**SALAD**  
GREEN SALAD, RUSSIAN SALAD, GREEK SALAD MOONG SPROUT, PASTA SALAD, AAŁOO CHANA CHAT, CABBAGE PINEAPPLE SALAD

**RICE**  
PLAIN RICE, STEAM RICE, JEERA RICE, JEERA PEAS PULAO, VEG PULAO, VEG BIRYANI, PANEER PULAO, MUSHROOM BIRYANI, KASHMIRI PULAO, CORN ONION DUM PULAO

**CHAPATI**  
CHAPATI, MISSI ROTI, PURI, TANDOORI ROTI, TANDOORI NAAN, LACHHA PARATHA/PUDINA PARATHA/AJWAIN PARATHA

**CURD / RAITA**  
SET CURD, BOONDI RAITA, VEG RAITA, PUDINA RAITA, PINEAPPLE RAITA, DAHI BHALLA
### DAL
- YELLOW DAL, DAL PANCHRATNA, DAL MAKHANI, DAL ARHAR TARKA, DAL PALAK, KADHI PAKORA, RAJMA, CHHOLE MASALA

### SEASONAL VEG
- MIX VEG, GOBHI FRY, BHINDI DO PYAZA, KARELA FRY, AALOO METHI, CORN PALAK, AALOO MATAR, SOYA CHOP MASALA, KASHMIRI DUM AALOO, DUM AALOO PUNJABI, GATTA CURRY, KURMURI BHINDI

### BOILED VEG
- VEGETABLE FINE HERBS, SAUTED VEGETABLE, VEGETABLE LASAGNEA, CORN MUSHROOM FLORENTINE

### PANEER
- PANEER BUTTER MASALA, KADHAI PANEER, MATAR PANEER, SHAHI PANEER, PALAK PANEER, MALAI KOFTA, PALAK KOFTA, METHI MATAR MALAI, PANEER MUSHROOM, NAVRATNA KORMA

### NON-VEG
- BUTTER CHICKEN, KADHAI CHICKEN, CHICKEN KORMA, CHICKEN KALI MIRCH, MUTTON ROGAN JOSH, MUTTON RARA, CHICKEN LABAABDAR, FISH CURRY, FISH FRIED

### PAPAD
- FRIED, ROASTED

### PICKLE
- VARIETY OF FLAVOURS

### FRESH FRUIT
- VARIETY OF CUT FRUITS, BASED ON SEASON

### DESSERT
- MOONG DAL HALWA, RASMALAI, GULAB JAMUN, RAS MALAI, RASGULLA, GAJAR HALWA, VARIETY OF BENGALI SWEETS

### ICE CREAM
- BUTTER SCOTCH/ PINEAPPLE/ CHOCOLATE/ MANGO/ KESAR PISTA/ VANILLA ETC.

### MOUTH FRESHNER
- VARIETY OF FLAVOURS

### Raw Material
- Edible Refined oil should be of branded companies like Saffola / Sundrop / Fortune / Sweekar only.
- Edible Mustard oil should be of branded companies like Fortune/ Saffola only.
- Spices of branded companies like Catch / MDH/ Everest only.
- Wheat Flour of Ashirwad / Annapurna/ Nature Fresh/ Phillsbury / Shakti Bhog only.
- Rice (Basmati) of branded companies like Kohinoor/ India Gate/ Lal Quila / Dawat of premium quality only.
- Cereals should be of good quality.
- Raw vegetables should be of good quality and washed properly before cooking.
- Common Salt, Black Pepper, Chat Masala of Catch brand (to be kept on dining tables)
- Juices should be of quality brands (Real/Tropicana etc.) and in Tetrapack only.
Annexure-IV

Staff Canteen services to be provided in Reserve Bank of India, New Delhi

1. The canteen services shall normally be provided at the canteen area, adjacent to the Officers’ Lounge and Dining Room (OLDR), at IIIrd floor of the Main office building at 6, Sansad Marg, New Delhi or at any other place as approved by the Bank within the Bank's premises. However, if required by the Bank, services will have to be provided beyond office hours.

2. The Contractor shall refer the indicative rates mentioned in Annexure-V. Rates for any new items introduced will require prior approval of the Bank.

3. The contractor shall provide infrastructure for electronic payment viz. POS, Sodexo card machine. The contractor shall accept Sodexo EMC/coupon along with debit card/credit card/cash against the breakfast/lunch/snacks items served to the Bank’s staff, by him. The contractor will claim the amount against Sodexo EMCS/coupons directly from the Sodexo SVC India Pvt Ltd. The Bank shall not be responsible for any claims, in this regard.

4. The Infrastructure to be provided to the contractor, by the bank shall include water, electricity, dining area and existing canteen furniture.

5. Breakfast in the morning, lunch in afternoon and snacks in the evening shall be provided in the canteen.

I/We hereby declare that I/we have read and understood the terms and conditions as mentioned above.

Signature of
Contractor(s)/Partner(s)
Name:
Seal:
Date:
Place:
# Annexure-V

## RATES FOR BREAKFAST/SNACKS/LUNCH AT STAFF CANTEEN, RBI, NEW DELHI

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Unit (Plate / Piece)</th>
<th>Rates (in rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>Lunch (limited vegetarian)</td>
<td>01</td>
<td>70/-</td>
</tr>
<tr>
<td></td>
<td>(Rice, One dry vegetable, Dal, Roti- 03</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>piece, salad, papad, curd/raita)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B</strong></td>
<td>Tea</td>
<td>01 cup</td>
<td>12/-</td>
</tr>
<tr>
<td><strong>C</strong></td>
<td>Coffee</td>
<td>01 cup</td>
<td>15/-</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>Snacks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Standard Samosa with Chutney / Sauce</td>
<td>01 piece</td>
<td>15/-</td>
</tr>
<tr>
<td>2</td>
<td>Paneer Pakora with Chutney / Sauce</td>
<td>100 gms.</td>
<td>25/-</td>
</tr>
<tr>
<td>3</td>
<td>Bread Pakora with Chutney / Sauce</td>
<td>100 gms.</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>Idli with Sambhar</td>
<td>02 pieces</td>
<td>30/-</td>
</tr>
<tr>
<td>5</td>
<td>Vada with Sambar</td>
<td>02 pieces</td>
<td>30/-</td>
</tr>
<tr>
<td>6</td>
<td>Puri with Sabzi</td>
<td>04 pieces</td>
<td>30/-</td>
</tr>
<tr>
<td>7</td>
<td>Kachori with Sabzi</td>
<td>02 pieces</td>
<td>30/-</td>
</tr>
<tr>
<td>8</td>
<td>Sandwich</td>
<td>Per piece</td>
<td>15/-</td>
</tr>
<tr>
<td>9</td>
<td>Veg Cutlet</td>
<td>Per piece</td>
<td>20/-</td>
</tr>
<tr>
<td>10</td>
<td>Sabzi (per plate)</td>
<td>100 gms.</td>
<td>20/-</td>
</tr>
<tr>
<td>11</td>
<td>Dal (Per Plate)</td>
<td>100 gms.</td>
<td>20/-</td>
</tr>
<tr>
<td>12</td>
<td>Rice (Per Plate)</td>
<td>100 gms.</td>
<td>20/-</td>
</tr>
<tr>
<td>13</td>
<td>Roti</td>
<td>Per piece</td>
<td>5/-</td>
</tr>
<tr>
<td>14</td>
<td>Raita</td>
<td>100 gms.</td>
<td>15/-</td>
</tr>
<tr>
<td>15</td>
<td>Sweet (Dessert of the day)</td>
<td>Per piece / Plate</td>
<td>20/-</td>
</tr>
<tr>
<td>16</td>
<td>Papad</td>
<td>01 piece</td>
<td>5/-</td>
</tr>
<tr>
<td>17</td>
<td>Pulao</td>
<td>150 gms.</td>
<td>35/-</td>
</tr>
<tr>
<td>18</td>
<td>Chinese Noodles with Sauce</td>
<td>150 gms.</td>
<td>35/-</td>
</tr>
<tr>
<td>19</td>
<td>Veg Maggi</td>
<td>1 pkt.</td>
<td>30/-</td>
</tr>
<tr>
<td>20</td>
<td>Boiled egg</td>
<td>1 egg</td>
<td>10/-</td>
</tr>
<tr>
<td>21</td>
<td>Bread Omelette</td>
<td>2 eggs, 2 bread slices</td>
<td>35/-</td>
</tr>
<tr>
<td>22</td>
<td>Milk</td>
<td>150 ml</td>
<td>20/-</td>
</tr>
<tr>
<td>23</td>
<td>Hot chocolate</td>
<td>150 ml</td>
<td>30/-</td>
</tr>
<tr>
<td>24</td>
<td>Sprout Salad</td>
<td>150 gms.</td>
<td>30/-</td>
</tr>
<tr>
<td>25</td>
<td>Bread toast (with butter)</td>
<td>2 pcs.</td>
<td>30/-</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity/Details</td>
<td>Price</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>26</td>
<td>Soup of the Day</td>
<td>150 ml</td>
<td>20/-</td>
</tr>
<tr>
<td>27</td>
<td>Non-veg dish of the Day</td>
<td>1 pc. (150 gms. With gravy)</td>
<td>80/-</td>
</tr>
<tr>
<td>28</td>
<td>Special Veg dish of the Day</td>
<td>100 gms.</td>
<td>25/-</td>
</tr>
<tr>
<td>29</td>
<td>Special Dessert</td>
<td>Per piece/plate</td>
<td>30/-</td>
</tr>
</tbody>
</table>

DATE:

PLACE:

SIGNATURE OF CONTRACTOR(S)
Performa of Bank Guarantee For Performance Security Deposit

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

No.______________ Date: ________

To,
The Regional Director
HRMD,
Reserve Bank of India
New Delhi-110001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR__________ (INR only) furnishable to you by Messers ____________ (hereinafter referred to as “the Contractor”) in terms of their contract with you for “Providing Catering Services and maintenance of Officers’ Lounge and Dining Room at Reserve Bank of India, 6, Sansad Marg, New Delhi” as per their tender dated ____________ and your terms and conditions of contract agreement and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the 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 INR________ (INR only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ______ (INR only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

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

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of ____________ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before
the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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 INR __INR____only as aforesaid.

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

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

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

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, 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 unconcealed 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 INR _____ (INR only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, 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 favor 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.

SIGN AND DELIVERED
(For & on behalf of the above named Bank)

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

BRANCH MANAGER
(Banker’s Seal)

Address ________________