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Important instructions for E-procurement

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

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	<p>Process of E-tender:</p> <p>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 Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p><input type="checkbox"/> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". <input type="checkbox"/> 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".</p> <p>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)</p>
2	<p>(A) The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi Part-I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part-I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part-II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>

3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p><u>Special Note towards Transaction fee:</u></p> <p>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.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>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.</p>
5	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).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p><u>Bidding in e-tender :</u></p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees 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.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>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 → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>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.</p> <p>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 filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p>

	<p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer 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.</p> <p>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	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.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
12	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Details of Tender

Sr. No.	Specifications	Details
1	E-tender No.	RBI/Jammu/HRMD/14/19-20/ET/55
2	Estimated Annual Sales	₹20,17,680/- (Rupees Twenty Lakh Seventeen Thousand Six Hundred Eighty Only)
3	Mode of tendering process	E-procurement (Online: Part I-Technical Bid & Part II-Price Bid) through www.mstcecommerce.com
4	Type of e-tender	Open tender
5	Date of NIT available to parties for download	August 08, 2019 at 06:00 PM
6	Pre-bid meeting	Offline: August 16, 2019 (Friday) at 11:00 AM Venue: Conference Room, 2 nd Floor Reserve Bank of India Rail Head Complex Jammu - 180012
7	Date of starting of e-tender for online submission of Technical Bid and Price Bid on www.mstcecommerce.com	August 08, 2019 at 06:00 PM
8	Last date for online submission of Technical Bid and Price Bid	August 29, 2019 (Thursday) at 12:00 noon
9	Opening of Part I - Technical Bid	August 29, 2019 at 03:00 PM
10	Opening of Part II - Price Bid	To be intimated separately to the tenderers shortlisted in Technical Bid
11	Validity of the e-tender	November 28, 2019 (90 days from the date of opening Part I - Technical Bid)
12	Transaction Fee (Non-refundable)	To be paid by the tenderers directly to MSTC vide MSTC E-Payment Gateway for participating in the e-tender
13	Contact Details	<p>RBI:</p> <p>i) Smt. Raka Mehta, AGM, HRMD e-mail: rakamehta@rbi.org.in</p> <p>ii) Smt. Chhavi Acharya, AM, HRMD e-mail: chhaviacharya@rbi.org.in Contact No.0141-2474886</p> <p>MSTC:</p> <p>Shri Umesh Chandra Deputy Manager (NRO) Mobile no: 09971668889 Email: umesh@mstcindia.co.in Landline-01132068276</p> <p>Shri Sanjay Mohanta Junior Manager (NRO) Mobile no- 9910302626 Email-smohanta@mstcindia.co.in Landline-01123217850</p>

General Instructions to Tenderers

1. Issue / Submission of Tender

Reserve Bank of India, Jammu invites tenders from established & reputed firms/companies for Catering Services in Officer's Lounge and Staff Canteen at Main Office Building/Annexe Building, Railhead Complex, RBI, Jammu for an initial period of one year, as per laid down contractual obligations. However, the contract can be extended for a further period subject to satisfactory performance /catering services and adherence to contractual obligations by the firm/company.

1.1. This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the Contractor. Further, RBI will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

1.2 Tenderers fulfilling the eligibility criteria & found to be eligible for opening of Part II of the tender shall be empanelled by the Bank for catering works the estimated cost of which is ₹20,17,680/- per annum.

1.3 Last date of submission of bids on MSTC portal is August 29, 2019 up to 12:00 noon. All the proformas, as given in Annex I to IV, complete in all respects and duly signed, should be mandatorily uploaded along with duly attested supporting documents mentioned in para 6 of Pre-Qualification Criteria. In the event of tenderers submitting Bank Guarantee for EMD, proforma as given in Annex V, complete in all respects and duly signed, shall also be uploaded. After scrutiny, if any of the tenderers are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing. The Bank reserves the right to reject any bid without assigning any reason.

2. Tender process

2.1 Two-Part Tenders

Interested Firms/ Agencies shall submit the tenders in prescribed form in two parts. Part-I will contain the Technical requirements and Part-II shall contain the Price Bid.

2.2 One Bid Per Bidder

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

2.3 Canvassing

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

3. Technical & Commercial

3.1 Tender Fee

The tender fee shall be paid directly by the bidders to MSTC at the time of uploading tenders on the MSTC Portal www.mstcecommerce.com

3.2 Earnest Money Deposit (EMD) & Security Deposit

A sum of ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only) shall be paid as earnest money by all the bidders in one of the following ways:

- i. NEFT to be made in favour of RBI, Jammu, Current Account No.8714295, IFSC Code: RBIS0JMPA01 (0=Zero),
** Bidders may please furnish the name of their company/firm in "Remarks" while making NEFT payment*
- ii. Demand Draft payable at Jammu, issued by a Scheduled Bank in favour of the Reserve Bank of India,
- iii. Bank Guarantee for EMD as per the proforma given in [Annex V](#)

No interest shall be payable on EMD amount. The amount deposited by the unsuccessful bidders would be refunded after award of tender. **Tenders received without EMD will be rejected.**

3.3 Security Deposit

Successful bidder shall be required to submit interest free security deposit of ₹1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only) before issue of work order/award letter. The security deposit will be refunded after completion of contract or submission of new security deposit at the time of renewal of contract. Successful bidder can submit security deposit in one of the following ways:

- i. NEFT to be made in favour of RBI, Jammu, Current Account No.8714295, IFSC Code: RBIS0JMPA01 (0=Zero),
** Bidders may please furnish the name of their company/firm in "Remarks" while making NEFT payment*
- ii. Demand Draft payable at Jammu, issued by a Scheduled Bank in favour of the Reserve Bank of India,
- iii. Fixed Deposit Receipt, issued by a Scheduled Commercial Bank, pledged in the favour of Reserve of India, Jammu
- iv. Bank Guarantee for Security Deposit as per the proforma given in [Annex VI](#)

3.4 The tender as submitted shall contain the following along with Part I

- i. In case the EMD is not being submitted through NEFT, a DD/Bank Guarantee for an amount of ₹40,354/- as EMD
- ii. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents
- iii. List of deviations, if any, in commercial terms and conditions

3.5. The Tenderers are advised to visit the Bank's Main Office Building and Annexe Building, at Railhead Complex, RBI, Jammu, and acquaint themselves of the site conditions before tendering.

3.6. The tenderers are advised to submit the tender strictly as per the 'Terms and Conditions' of contract as specified /contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. A tender containing deviation from the terms and conditions is liable to be rejected.

3.7. All information, correspondence letters shall be submitted and addressed to The Regional Director, Human Resource Management Department, Reserve Bank of India, Railhead Complex, Jammu – 180012.

4. Price-Bid: Tender – PART-II (Price Bid) shall be submitted separately

4.1. This part shall contain prices in Indian Rupees only as per format both in figures and words. No other enclosure is permitted in this part. Change of terms and conditions and technical deviations, if any, found in the tender will not be taken into account and will be treated as null and void.

4.2. Rates should be quoted both in figures and words in columns specified. No request for any change in rate or conditions after the opening of Part II of the tender will be entertained.

4.3. The rates quoted shall be deemed to be for the entire service/work and shall be firm and binding without any escalation whatsoever till one year.

4.4. For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived based on quoted rates shall only be acceptable.

5. Opening of Tender

Part-I of the tender will be opened at on August 29, 2019 at 03:00 PM in the presence of the tenderers or authorized representatives of the tenderers who choose to be present. Part-II of the tender of only those tenderers which meet the requirements of the Bank will be opened on the same date or on any subsequent date under advice to the tenderers.

5.1. Tenderers fulfilling the eligibility criteria & found to be eligible for opening of Part II of the tender shall be empanelled by the Bank for providing catering service in Officer's Lounge and Staff Canteen at Main Office Building/Annexe Building, Railhead Complex, RBI, Jammu

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

5.3. The written offer of contract issued to the successful bidder/contractor shall be accepted by the bidder in writing within three days from the date of issue of the offer letter. Failure to accept the offer within this period will result in forfeiture of the EMD.

5.4. The successful bidder/contractor shall commence the services after formalities of acceptance of the Offer is complete. The failure, delay or evasion on the part of the successful bidder/ contractor to commence the services within the period stipulated by Bank will also result in termination of the contract and forfeiture of the EMD.

TENDER FOR CATERING SERVICES IN OFFICERS' LOUNGE AND STAFF CANTEEN

PART – I

Technical Bid

Pre-Qualification Criteria

1. The tenderers should have work experience of the following proportions:
 - i. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. In this case, should have carried out minimum three similar works costing individually not less than ₹8 each.
Or
 - ii. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. In this case, should have carried out minimum two similar works costing individually not less than ₹10 lakh each.
Or
 - iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost. In this case, should have carried out minimum one similar work costing not less than ₹16 lakh.
2. The track record of the catering agency should be clean and it should not have been involved in any illegal activity or, financial frauds. Tenders should be accompanied by a declaration to this effect on the letterhead of the bidder(s).
3. Bidder(s) whose catering contract was terminated by the Bank on account of unsatisfactory performance or, refused to enter into agreement after award of contract are not eligible to apply.
4. The tenderers should be of substantial means and maintaining an account with one of the public-sector banks/scheduled commercial banks. The name of the bank and nature of account maintained should be furnished.
5. The tenderers should furnish solvency certificate issued by the tenderers' banker, specifically for the purpose of the empanelment/work, for an amount equal to the project cost.
6. The vendor should be located within India. However, preference may be given to Jammu based vendors. The tenderers should satisfy the following conditions and shall upload the following documents in Part I for examining their credentials. Opening of Part II (Price Bid) will be subject to satisfying the prescribed eligibility criteria:

Sr. No.	Particulars	Description
a.	Composition of the firm	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of Association/Power of Attorney/ any other relevant document

b.	Registrations	Copy of various registrations such as PAN, TIN, GSTIN, FSSAI, Employee State Insurance Act, PF Registration, registration under labour laws must be submitted as documentary evidence. The vendor will have to produce on demand, license/ permit/approval etc from the concerned statutory authority or any authority concerned for carrying out this type of work to the local office RBI (if applicable). They also must have necessary license to engage labour under the labour laws. The vendor has to abide by all applicable laws/ rules of land including minimum wages, etc. The vendor will be solely responsible for any outcome of violation of any laws.
c.	Experience: Minimum 3 years of experience (during the last 5 years) as on July 31, 2019 in providing catering services in reputed organisations, public sector undertakings, multinational companies of similar staff strength as the Bank. Registration under labor laws must be submitted as documentary evidence	Details of work experience shall be supported by work orders and completion certificates. The client-wise names of work(s), year(s) of execution of work (s) awarded, Date of Start and Finish of the work and actual cost(s) of executed work(s). Applicant should furnish their client reports showing the details of work carried out during the last 3 years and a list of present executives to whom a reference may be made. The details along with documentary evidence of previous experience if any, of carrying out works for the Reserve Bank of India at any centre should also be given
d.	Credit worthiness of the contractor, the Contractor should have annual turnover of ₹20,17,680/- or more during the last three financial years ending March 31, 2019	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment orders / IT Returns along with latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years.
e.	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) Nos., Fax Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished. Bankers' Certificate as per proforma in Annex III is also to be furnished.
f.	Details of bank accounts & undertaking for receiving payments through NEFT	Full particulars of their bank accounts, like account No., type, when opened, IFSC Code etc. should be given. Tendering firms/companies should have current account in scheduled banks and should give an undertaking that they are ready to receive the payments through National Electronic Funds Transfer (NEFT)
g.	Name(s) and addresses of the office of RBI / PSU / MNC / Government Organisations / Private Companies with whom worked / services provided.	Enclose copy of Agreement and work satisfactory certificate from at least two clients, as per proforma in Annex IV

Terms and Conditions for Catering Services in Reserve Bank of India, Jammu

1. Catering agencies should be in the business of running canteen / providing catering services for the past three years. The catering agencies should be located anywhere in India. However, preference may be given to the tenderers based in Jammu / having registered office in Jammu and successfully running canteen / food plaza in reputed public-sector organizations / MNCs. The catering agency should have expertise in multiple cuisines, such as North Indian, South Indian, Chinese etc.

2. Estimated cost of contract:

- i. The estimated cost of contract is ₹20,17,680/- p.a. Bank will pay monthly remuneration in respect of tea served to officers, as per the price quoted by tenderers in the price-bid and prevailing minimum wages. However, there will be no guarantee of minimum turnover by the Bank. The Bank will not give any subsidy to the contractor.
- ii. The rates quoted in price-bid shall be final. No escalation in rates will be permitted during the tenure of the contract. However, should there be an unprecedented rise in the price of food items/services over a long period of time, the caterer can put in a request to the Bank for a reasonable increase in the rates. Any decision in this regard by the Bank shall be final, conclusive and binding on the caterer.

3. Nature of services:

- i. The caterer shall serve tea to officers of the Bank, twice a day on all working days a month. Payment in respect of same will be made on monthly basis after receipt of duly verified bills.
- ii. The caterer shall provide lunch against payment by staff in Officers' Lounge and Staff Canteen, which shall be for exclusive use of the employees of Bank and persons authorized by Bank.
- iii. The caterer shall also serve Special Lunch and Special Tea in various meetings of the Bank on as required basis. Payment in respect of same will be made after the receipt of duly verified bills.
- iv. The caterer, if so desires, can also sell snacks and non-alcoholic beverages in Staff Canteen at not more than maximum retail price.
- v. Any incidental service required by the Bank and not covered in terms and conditions will be negotiated separately.
- vi. Venue: The catering service for lunch shall normally be provided at Officers' Lounge and Dining Room (OLDR) and Staff Canteen at first floor of Annexe Building of the Bank, or any other place as approved by the Bank within the Bank's premises. The

building has provision for pantry and dining halls.

- vii. Menu: Indicative menus are given in price-bid. The caterer is expected to provide good quality vegetarian and non-vegetarian lunch in proper hygienic condition to the officers/staff of the Bank. Menu will be decided on weekly basis by mutual discussion so that the same items are not repeated frequently. Menu should be displayed on the Notice Boards placed in OLDR/Staff Canteen.
- viii. Timings: The caterer shall run OLDR and Staff Canteen on all working days (Monday to Friday) and on such other days as may be required by the Bank. The OLDR and Staff Canteen shall be kept open during such timings as may be stipulated by the Regional Director from time to time. However, if required by the Bank, services will have to be provided beyond office hours.
- ix. Distribution of water bottles: The caterer shall be required to receive and distribute the water bottles to the Bank's officers at their desk on daily basis as well as on other occasions, such as meetings, conferences etc. The caterer shall maintain and submit the details of water bottles distributed in the format as specified by the Bank.

4. Sub-letting of Contract:

- i. The caterer shall not sub-let the contract to other caterers or engage any agent for providing services. In case of violation, the Bank reserves the right to terminate the contract without any notice.
- ii. The caterer shall not carry out in the said premises, any business other than the one stated in contract, unless authorized by the Bank. The caterer shall not make any changes, additions nor alterations in the Bank's premises without permission of the Bank.

5. Statutory Requirements:

- i. The caterer shall bear all the taxes, as levied by the Central or State Government.
- ii. The caterer shall solely be responsible for compliance with the provisions of all Central and State Laws, particularly the Contract/Labour (Regulation & Abolition) Act 1970, the Payment of Minimum Wages Act 1936, The Minimum Wages (Central) Rules 1950, EPF Act 1952, Workmen's Compensation Act 1923, EPF Act 1952 and ESI Act 1948., relating to staff deployed for providing services to Bank.
- iii. The caterer should have a licence, as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which the caterer would be solely responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the caterer and shall in no way be made liable to the labourers engaged by the caterer.

- iv. The caterer shall not engage 'Minors' for providing services in the Bank.
 - v. The caterer must undertake that it shall make it clear to the staff employed, that they are the employees of the caterer and it is the responsibility of the caterer to pay wages/salary and other allowances to the staff. The caterer should also supervise the staff employed to comply with the obligations under the contract and the staff of the caterer shall have no claims against the Bank.
 - vi. In the event that the Bank, as Principal Employer is required/called upon to pay any amount to the contract labourers engaged by the caterer due to lapse or, default on the part of caterer in discharging obligations towards the contract labourers in terms of any law in force, the caterer shall be liable to reimburse such amount paid to the Bank.
 - vii. The caterer shall maintain and provide to the Bank their books, registers, documents, certificates etc. whenever required for verification / examination.
6. **Police Verification:** The caterer shall furnish the Police Verification Certificates (within one month of entering into contract), in respect of all the staff engaged by the caterer in the Bank's premises. It is the responsibility of the caterer to ensure that the staff engaged in the Bank's premises do not have any criminal background and their character is exemplary.
7. **Medical Check-up:** All the staff of the caterer is required to undergo a medical check-up through the government/municipal hospital once a year at the caterer's cost and submit medical reports and certificates to the Bank. The suggestions made by the Bank's Medical Consultant in the matter shall be scrupulously followed by the caterer.
8. **Insurance:**
- i. The caterer 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 caterer 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 caterer 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 Bank, from the caterer. 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.
 - ii. Bank shall not be responsible for any injury, accident, disability or loss of life to the caterer 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 caterer. The caterer has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by it and submit a proof to this effect.

9. **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 when such delay is beyond the reasonable control of the supplier concerned.

10. **Non-disclosure:** The caterer and its staff shall not disclose, divulge, reveal or use for any purpose, any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the caterer and/or its staff have obtained, except as authorized by the Bank, or as required by law. The caterer and its staff shall also not disclose directly or indirectly any information and details of the Bank's infrastructure/systems/equipment, etc, which may come to their possession or knowledge during the course of discharging their contractual obligations in connection with this empanelment, to any third party and shall at all times hold the same in strictest confidence. The caterer shall treat the details of the contract as private and comply with applicable laws. The caterer shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to claim damages and pursue legal remedies. This obligation on the part of the caterer and its staff shall apply during the term of agreement and indefinitely after the term of agreement.

11. **Sexual Harassment:** The Contractor shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013"
 - i. In case of any complaint of sexual harassment against its 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.

- ii. 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 constituted by the Bank.
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

12. Terms of Payment:

- i. The rates quoted for serving tea to officers (excluding taxes) and for serving lunch (inclusive of all taxes) shall be valid for a period of one year.
- ii. The payment for daily lunch served in Officers' Lounge and Staff Canteen will be made by staff members availing the facility.
- iii. The caterer shall provide infrastructure for electronic payment viz. POS, Sodexo EMC machine, etc. The caterer should have an affiliation of M/s. Sodexo SVC India Pvt. Ltd. and sell lunch to the staff members against payments by Sodexo Meal Card or other card / cash or payments.
- iv. GST related to serving tea to officers, and other services such as Special Lunch/Special Tea served in meetings, 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 supporting documents are furnished, at the discretion of Bank.
- v. 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, 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:
 - a. Copy of invoice for the month

- b. Acquaintance (Wage) Register for the month, duly signed by the contractual workers
- c. Attendance Register of the month
- d. ESI remittance challan for the month, with consolidated breakup details
- e. EPF remittance challan, as applicable, with consolidated breakup details
- vi. Any objection regarding the payment received by the caterer may be brought to the notice of the Bank within 30 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.

13. Settlement of Disputes:

- i. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the sole arbitration by the Regional Director, Reserve Bank of India, or his/her nominee
- ii. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever, the Regional Director, Reserve Bank of India, Jammu shall appoint another person to act as Arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor.
- iii. The Arbitrator may give interim awards and/or directions, as may be required
- iv. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

14. Infrastructure to be provided by the Bank:

- i. Dining area with tables, chairs, refrigerator and microwave
- ii. Electricity connections/points for electrical equipment
- iii. Crockery/cutlery for Officers' Lounge and Dining Room (OLDR)
- iv. LPG connection setup excluding cost of commercial LPG cylinder.

Note: The bidders are advised to consider the facilities/infrastructure being provided by the Bank, while quoting their rates.

15. Items to be arranged by the caterer:

- i. Cost of raw materials (for lunch/tea/snacks as indicated in menus under price-bid)

shall be borne by the contractor

- ii. Commercial LPG cylinder should be arranged by caterer for preparation of food. Use of Kerosene is prohibited in the Bank's Premises. Electric stoves shall not be used for preparation of food.
- iii. Edible materials, napkins and doily papers for various meetings, lunches etc. and transportation of the same
- iv. Good quality table cloth and frills for various events

16. Crockery/Cutlery:

- i. The crockery/cutlery/glassware etc. for use in Officers' Lounge will be provided by the Bank. It is the duty of the caterer to properly handle the crockery/cutlery/various gadgets etc. provided by the Bank.
- ii. Cost of breakages/loss, if any, of the aforesaid items shall be recovered from the contractor as per actual price of the items. The decision of the Bank will be final in this regard.
- iii. If required, for high level meetings/special lunches, the caterer may be asked to provide separate crockery of the best quality and a mutually agreed rate for the same will be payable to the caterer.

17. Quality of Food:

- i. The caterer shall comply with municipal/JMC and other regulations relating to the preparation and sale of food items and should have valid necessary licence.
- ii. The caterer shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served as also with respect to raw material and ingredients. The caterer shall ensure supply of quality items and must use only FSSAI approved items for cooking.
- iii. The caterer 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 thereunder.
- iv. The caterer 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.
- v. The Regional Director of Bank or any officer authorized by him/her, on his/her behalf, shall have power to inspect the kitchens and direct the removal of any food articles or beverages which may, in their opinion be considered unsuitable for

consumption, and the caterer shall adhere to such directions.

- vi. In case of dispute regarding the quality of food/other eatables/beverages/unsatisfactory service etc., if the complaints of similar nature are recorded by at least five staff members, the final authority will rest with the Regional Director, Reserve Bank of India, Jammu and the caterer will have to abide by the decision.

18. Kitchen - Cleanliness and Hygiene:

- i. The caterer shall ensure that the food is cooked in the Lounge/Staff Canteen Kitchen. The kitchen, dining hall area and pantries should be cleaned on daily basis.
- ii. The kitchen shall be under the constant supervision of the Bank and any lapse will be viewed seriously by the Bank. Highest standards of hygiene have to be maintained, which will be verified periodically by the Bank's Medical Consultant.
- iii. The food should be hygienically cooked, portioned in preferably stainless-steel containers and should be covered properly.
- iv. The crockery and cutlery should be cleaned and stacked properly every day prior to the closure of OLDR and Staff Canteen.
- v. The cleanliness and maintenance of utensils used for preparation of food/beverages shall be strictly ensured besides proper maintenance of refrigerator, microwave oven, water cooler etc.
- vi. The caterer has to ensure proper disposal of waste food and shall provide proper dustbins for refuse. The caterer shall arrange at its own cost, for prompt removal of such refuse every day.
- vii. In case of unsatisfactory/unhygienic quality of food items or lapse in services or any breakage/ shortage, deductions will be made as penalty which will solely be decided by the Bank.
- viii. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services.

19. Catering Staff:

- i. The caterer should employ sufficient number of catering staff to ensure smooth catering services in the Bank's premises. The estimated requirement is 5-6 (including Supervisor, Cook, Attendants and Cleaners). Of the above staff, one cook and two attendants should also render their services for serving tea to officers.
- ii. 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 caterer or violation of any labour law.

- iii. The staff shall be properly dressed in neat and tidy uniform, bearing name plates besides being courteous, well-mannered and attentive. The staff should be conversant with 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.
- iv. 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.
- v. 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 caterer to ensure uninterrupted service/substitute arrangement in the Officers' Lounge and Staff Canteen. However, frequent change in the personnel has to be avoided.

Note: The bidders are advised to consider the manpower required to manage the contract while quoting their rates. The bidders should quote suitable charges in price-bid considering statutory increase in Minimum Wages and Variable Dearness Allowance (VDA) applicable from time to time.

20. Feedback: The caterer shall keep a suggestion book provided by the Bank to record any suggestion/complaints on performance of services from the officers/staff/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 have been taken to avoid their recurrence. The caterer shall attend to all the complaints and address the same as early as possible to the satisfaction of the Bank.

21. Penalties: The services shall be provided on every working day, and the caterer is liable for penalty in case of inability to do so, unless for the reasons beyond the control of caterer. A penalty of ₹500/- per occasion shall be levied on the caterer for violations as given below, after giving due notice and opportunity to the caterer to explain his/her position. The decision to waive off the same shall lie with the Regional Director/Officer-in-Charge of the Bank:

- i. Use of abusive language or behavior with Bank's staff in a manner demeaning to them
- ii. Staff not wearing proper uniforms or wearing untidy uniforms
- iii. Change of staff without intimation and approval of the Bank
- iv. Non-maintenance of statutory and other registers/documents or non-submission of documents sought by the Bank

- v. Non-submission of bills in time
- vi. Deployment of manpower in lesser number than stipulated in Agreement
- vii. Non-payment of stipulated minimum wages through electronic mode or non-submission of documentary evidence for such payment
- viii. Employment of Minors
- ix. Non-adherence to Central/State Government Laws

22. Notice for Termination of Contract:

- i. Bank reserves the right to terminate the contract at any time during the currency of the contract period, by giving one month's prior notice in writing, without assigning any reason therefor. However, the caterer shall not be liable for any compensation for premature termination.
- ii. Also, the caterer may terminate the contract by giving two months' prior notice in writing, in case it decides to stop the services.
- iii. In case of failure to provide the services for minimum period of the contract, the Bank has the right to forfeit the EMD deposited by the successful bidder.

23. Agreement:

- i. The contractor shall bear the stamp duty on the original of the agreement to be executed (in duplicate) with Bank, and the Bank shall retain the original and the Contractor shall retain the duplicate
- ii. The contract shall initially be valid for a period of one year 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 at a time but not beyond three years subject to satisfactory services.
- iii. The agreement should not be construed to interpret as having got employment from the Bank or claim on Bank's property. On completion of the contract, or whenever the Bank decides, the caterer and its staff shall have to immediately and peacefully vacate the premises and handover the crockery as well as other items earlier handed over to them by Bank.



RESERVE BANK OF INDIA

JAMMU

TENDER FOR CATERING SERVICES IN OFFICERS' LOUNGE AND STAFF CANTEEN

PART – II

PRICE BID

Indicative estimates of quantity to be served

Sr. No.	Service	Average quantity per annum
1	Lunch in Staff Canteen	8,400 plates
2	Lunch in Officers' Lounge	5,500 plates
3	Tea to officers	55,000 cups

Note:

- a) The Bank will not give any commitment on the indicative quantity or the minimum consumption of items mentioned above.
- b) Rates to be quoted by the bidders should not exceed ₹70/- per plate (including taxes) for lunch in Staff Canteen and ₹110/- per plate (including taxes) for lunch in OLDR.
- c) Bidders should quote rates both in figures and words, in Indian Rupees only.

Quality of raw materials to be used in preparations

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.

2. Indicative brands of raw materials are listed below:

- i. Edible Refined Oil should be of branded companies like Saffola/Sundrop/Fortune/ Dhara/Sweekar etc.
- ii. Edible Mustard Oil should be of branded companies like P Mark/Fortune/Dhara etc.
- iii. Raw vegetables should be of good quality and should be properly washed before cooking
- iv. Wheat Flour of Ashirwad/Annapurna/Nature Fresh/Pillsbury/Shakti Bhog etc.
- v. Rice should be Dubar and Basmati of branded companies like Kohinoor/India Gate/Lal Mahal etc.
- vi. Cereals should be of good quality
- vii. Spices of branded companies like Catch/MDH/Everest etc. to be used.
- viii. Common Salt, Black Pepper, Chat Masala of Catch brand (to be kept on dining tables)
- ix. Tea bag - 1 (Taj Mahal/ Tata/ Red Label/ Lipton)
- x. Coffee Powder Sachet - 1 (Nescafe/Bru)

Menu & Rate Quotations

I - TEA TO OFFICERS	
Particulars	Rate per cup of tea (₹) [Excluding taxes]
Tea to be served twice a day to all the officers on all working days.	

II - STAFF CANTEEN		
Sr. No.	Lunch – Thali	Rates per pax (₹) [Including taxes]
1	One seasonal sabzi - 100gm	
2	One daal - 150gm	
3	Rice - 200gm	
4	Chapati - 04	
5	Salad / Papad	
6	Raita/ Curd	
7	Sweet / Fruits (once a week)	
8	Non-veg (Chicken / Mutton / Fish) (once a week)	
III - OFFICERS' LOUNGE		
Sr. No.	Lunch – Buffet	Rates per pax (₹) [Including taxes]
1	One seasonal sabzi	
2	One Dal	
3	One paneer sabzi (once a week)	
4	Rice	
5	Chapati	
6	Salad / Papad	
7	Raita / Curd	
8	Sweet / Fruits (once a week)	
9	Non-veg (Chicken / Mutton / Fish) (once a week)	

Mineral water bottles, snacks and beverages purchased from outside to be sold as per market rates.

Catering Services in Officers' Lounge and Staff Canteen, Jammu

PART - I (TECHNICAL BID)

(Details filled in this form must be accompanied by sufficient documentary evidence)

The Regional Director
Reserve Bank of India
Rail Head Complex
Jammu

Sr. No.	Particulars	Details to be filled
1.	Name of the establishment	
2.	Composition (Company/Partnership/Proprietorship)	
3.	Year of commencement of Business With supporting documents.	
4.	Details of Registration	Registering Authority: _____ Registration Certificate (No.&Date): _____
5.	Name(s) & Designation of Proprietor/ Partners/ Directors/ Person-in-charge	
6.	Communication details of Registered Office	Address: _____ _____ _____ Tel.No.: _____ Mob.No.: _____ E-mail ID: _____
7.	Communication details of Local Office at Jammu	Address: _____ _____ _____ Tel.No.: _____ Mob.No.: _____ E-mail ID: _____
8.	Contact details of authorized official	Name & Desg.: _____ Tel.No.: _____ Mob.No.: _____ E-mail ID: _____
9.	Statutory Registration and Licence Details	
i)	Permanent Account No.	Please enclose documentary evidence
ii)	Registration No. (Shops & Establishments Act)	
iii)	Municipal Licence No.	
iv)	FSSAI Registration No.	

v)	GST Registration No.	Please enclose documentary evidence				
vi)	Labour License No. [Contract Labour (Regulation & Abolition) Act, 1970]					
vii)	EPF Registration No.					
viii)	ESIC Registration No.					
ix)	MSME Registration No. (if registered)					
10.	Whether average annual turnover of last three Financial Years is ₹20 lakh					
11.	Audited Balance Sheets / IT Returns of last three years	Financial Year: 2016-17				
		Financial Year: 2017-18				
		Financial Year: 2018-19				
12.	Bank Details	i) Name in a/c : ii) A/c no. : iii) A/c. type : iv) Name of the Bank : v) Name of the Branch : vi) IFS Code of the Branch :				
13.	Details of Experience (Please attach relevant experience certificates)*					
Sr. No.	Name of the establishment(s) for which canteen/catering services were provided	Experience with that establishment			Value of work (₹ in lakhs)	No. of staff deployed in establishment
		From	To	No. of years		
i						
ii						
iii						
14.	Number of employees engaged by the company/ firm at present					
15.	Qualifications and experience of Supervisory staff (with necessary certificates)					
16.	Whether any Civil Suit/ Litigation arisen in the contracts executed during the last 3 years/ being executed. If yes, please furnish the name of the work, employer and brief details of litigation.					

*Bank reserves the right to decide the cut-off duration of experience and right to call for proof/ verification of any of the above-mentioned particulars.

I/We hereby confirm that the information furnished herein above is true to the best of my/our knowledge and belief and if any information is found incorrect or false, I/we may be debarred from the tender process/being awarded the contract. You are free to call for confidential opinion from any one of my/our clients as also from my/our Banker as you deem fit. I/We also certify that, I/we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Date : _____

Place : _____

(Signature and Official Seal)

(To be submitted on the letter head of the company/firm & duly signed by authorised signatory)

The Regional Director

Reserve Bank of India

Rail Head Complex

Jammu

Dear Sir

Catering Services in Officers' Lounge and Staff Canteen, Jammu

Having examined the terms & conditions specified in the memorandum herein set out and acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to provide captioned facilities while strictly adhering to specified terms and conditions.

2. I/We warrant that I/we will comply with the municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshments and will obtain the necessary licenses and permits in this regard. I/We agree that I/we shall indemnify and keep the Bank indemnified from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

3. 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.

4. I/We understand that the Bank reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

5. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provisions of the said Contract in so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

Yours faithfully

(Signature)

Name : _____

Designation : _____

Date : _____

Place : _____

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(To be furnished by the banker on its letter head)

Sr. No.	Particulars	
1	Composition of the firm (Company/Partnership/Proprietorship)	
2	Name/s of the Proprietor/ Partners/ Directors of the firm (As recorded with the Bank)	
3	Turnover of the firm during last three years (₹)	i) 2018-19: _____ ii) 2017-18: _____ iii) 2016-17: _____
4	Credit / Overdraft facility	
5	Nature of dealings and opinion thereof	
6	Date since when the firm has been banking with the bank	
7	Other remarks	
8	Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹20 lakh and above	

Signature with seal
(Authorised signatory of the branch)

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

(On Client's Letter Head)

Name & address of the Client: _____

Details of Works executed by: _____

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Agreement amount :
4. Date of commencement of work :
5. Stipulated date of completion :
6. Actual date of completion :
7. Details of compensation levied for delay (indicate amount) if any :
8. Gross amount of the work completed and paid :
9. Name and address of the authority under whom works executed :
10. Whether the contractor employed qualified Overseer during execution of work
11. i) Quality of work (indicate grading)
ii) Amt. of work paid on reduced rates, if any
12. i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total amount awarded
13. Comments on the capabilities of the contractor
 - a) Technical proficiency : Outstanding / Very Good / Good / Satisfactory / Poor
 - b) Financial soundness : Outstanding / Very Good / Good / Satisfactory / Poor
 - c) Mobilization of adequate T&P : Outstanding / Very Good / Good / Satisfactory / Poor
 - d) Mobilization of manpower : Outstanding / Very Good / Good / Satisfactory / Poor
 - e) General behavior : Outstanding / Very Good / Good / Satisfactory / Poor

Signature of the Reporting Officer* with Office seal

* (i) Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(ii) All columns should be filled in properly

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Rail Head Complex
Jammu

Dear Sir

Catering Services in Officers' Lounge and Staff Canteen, Jammu

Ref.: NIT/Advt.No.

Date:

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the "RBI") has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____,
(hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only).

b) Our liability under these presents shall not exceed the sum of ₹40,354/- (Rupees Forty Thousand Three Hundred Fifty-Four Only).

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

d) This guarantee shall remain in force up to February 28, 2020 (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully

For and on behalf of _____ Bank.

Authorised Official (with seal)

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

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT/
RETENTION MONEY**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

The Regional Director
Reserve Bank of India
Rail Head Complex
Jammu

Dear Sir

Catering Services in Officers' Lounge and Staff Canteen, Jammu

Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only) as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said

contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only).

b) Our liability under these presents shall not exceed the sum of ₹.1,00,884/- (Rupees One Lakh Eight Hundred Eighty-Four Only).

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

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

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature :

Name :

Address :

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