



भारतीय रिज़र्व बैंक
Reserve Bank of India

मानव संसाधन प्रबंध विभाग
Human Resource Management Department
जम्मू / Jammu
<https://www.rbi.org.in>

ई-निविदा हेतु सूचना/Notice Inviting E-Tender

FOR

भारतीय रिज़र्व बैंक जम्मू के मुख्य कार्यालय भवन और एननेक्स भवन में अधिकारी लाउंज और स्टाफ
कैंटीन में खानपान सेवाएं प्रदान करने का अनुबंध
01 जून 2022 - 31 मार्च 2023

Providing catering services in Officer's Lounge and Staff Canteen at Main
Office Building/Annexe Building, Railhead Complex, RBI, Jammu
June 01, 2022-March 31, 2023

DISCLAIMER

Reserve Bank of India (hereinafter referred to as “the Bank”), Human Resource Management Department, Jammu, has prepared this document to give relevant information about the contract to the interested parties. Even though the Bank has taken due care while preparation of this document, neither the Bank, or any of its authorities or agencies or any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied with respect to completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

2. The information contained in the document is not intended to be exhaustive and is being provided on the condition that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

3. The Bank reserves the right not to proceed with the contract, or to change the configuration of the contract, or to alter the time table reflected in this document, or to change the process or procedure for application/selection of bids. It also reserves the right to decline to discuss the matter further with any party expressing interest.

4. This 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 the tender-process mentioned in this document unless and until a formal contract is signed and executed by duly authorized officers of RBI and the Contractor.

5. The Bank shall not be liable for any costs incurred by the contractor in the preparation of the response to this tender. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Brief Information about the Tender

Offers are invited from reputed and experienced catering agencies and/or restaurant chains for awarding contract to provide catering facilities to Officers and workmen staff of the Bank at Officers' Lounge and Staff Canteen at the Main Office Building/Annexe Building of Reserve Bank of India, Jammu.

Sr. No.	Specifications	Details
i)	E-tender No.	RBI/Jammu/HRMD/7/22-23/ET/56
ii)	Estimated Annual Sales	₹ 47,00,000/-
iii)	Mode of tendering process	Online/E-Tender (via MSTC website www.mstcecommerce.com) Tender will consist of two parts: Part I - Technical Bid Part II - Financial Bid
iv)	Type of e-tender	Open Tender
v)	Tenure of Contract	The contract shall initially be entered for the period June 01, 2022 to March 31, 2023 (Contract may be further be renewed up to March 31, 2025, one year at a time, based on mutually agreed terms and conditions)
vi)	Date of NIT available to parties for download	May 09, 2022 (Monday) from 12:00 noon
vii)	Pre-bid meeting	Offline: May 17, 2022 (Tuesday) at 12:00 noon <u>Venue:</u> Conference Room, 2 nd Floor Reserve Bank of India Rail Head Complex Jammu - 180012
viii)	Date of starting of e-tender for online submission of Technical Bid and Financial Bid on www.mstcecommerce.com	May 09, 2022 (Monday) from 12:00 Noon
ix)	Last date for online submission of Technical Bid and Financial Bid	May 23, 2022 (Monday) up to 11.00 am
x)	Opening of Part I - Technical Bid	May 23, 2022 (Monday) at 03.00 pm

xi)	Opening of Part II - Financial Bid	To be intimated separately to the tenderers shortlisted in Technical Bid.
xii)	Validity of the e-tender	90 days from the date of opening Part I - Technical Bid.
xiii)	Transaction Fee (Non-refundable)	To be paid by the tenderers directly to MSTC vide MSTC E-Payment Gateway for participating in the e-tender
xiv)	Contact Details	Reserve Bank of India, Jammu i) Sh. Debojit Barua, Manager, HRMD e-mail: debojitbarua@rbi.org.in Mob: 9711758069 Phone No.: 0191-2474886. ii) Sh. Tanveer Ahmad Khan, AM, HRMD e-mail: takhan1@rbi.org.in Mob: 9906468222 Phone No.: 0191-2474886
		MSTC: Visit https://www.mstcecommerce.com/helpdesk_mstc.html

Important Instructions for the Tenderers/Interested Parties

1. The catering contract shall be awarded via e-tender/online tender.
2. The tendering process shall be an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited.
3. Interested parties/vendors need to register themselves with MSTC e-procurement portal. Registration is free of cost.
4. Transaction fee for submission of online tender at MSTC website shall be directly payable to MSTC via payment gateway. Transaction fee shall be non-refundable.
5. The Tender process shall comprise of two separate bids: Technical and Financial. Financial bids for only those tenderers shall be opened whose Technical bids are acceptable to the Bank as per laid down terms and conditions.
6. You are requested to read and understand this Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenders which are incomplete in any respect shall be summarily rejected.
7. 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.
8. 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. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9. The responsibility of downloading the related corrigenda, if any, will be of the bidders only. No separate intimation in respect of corrigendum to this document (if any) will be sent to tenderer(s).
10. 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.
11. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will lead to rejection of bid, in addition to other punitive/legal measures.
12. The Tenderers are advised to visit the Bank's Main Office Building and Annex Building, at Railhead Complex, RBI, Jammu, and acquaint themselves of the site conditions before tendering.
13. All information, correspondence letters shall be submitted and addressed to The Regional Director, Human Resource Management Department, Reserve Bank of India, Rail Head Complex, Jammu – 180012.

Detailed Guidelines related to Tender Process

A. Registration

1. The interested vendor must register with MSTC e-procurement portal. Registration is free of cost. The bid, both technical and financial, must be submitted electronically and can be done only after registration at the MSTC e-procurement portal. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. To record the bid, the vendor must possess Class-III Digital Signature.
2. Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor – Fill up details and creating own user id and password → Submit.
3. Vendors will receive a system generated mail confirming their registration, at the email provided during filling the registration form.

Note: Vendors who are already registered with MSTC, may directly proceed for recording their Technical Bid and Financial Bid at the following link
www.mstcecommerce.com/eprochome/rbi

B. Submission of Tender

1. Last date of submission of bids on MSTC portal is May 23, 2022 (Monday) up to 11:00 AM
2. 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 8 of Pre-Qualification Criteria.
3. The tenderer must use only the forms issued by the Bank or downloaded from the Bank's website to fill in the rates. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
4. 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.
5. All rates shall be quoted in Indian Rupees only, both in figures and words. The rates quoted shall be deemed to be for the entire service/work and shall be binding without any escalation whatsoever till one year. 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.
6. The Bank reserves the right to reject any bid without assigning any reason.

C. Tender Process

1. The tender shall comprise of two separate bids: Technical Bid and Financial Bid. For details refer to Part-I and Part-II respectively.
2. Technical Bid must be accompanied with following documents:
 - i. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
 - ii. List of deviations, if any, in commercial terms and conditions.
3. Technical Bid will be opened electronically on the date and time specified at point no. 10 on Page 04.
4. Financial Bid will be opened electronically of only those bidder(s) whose Technical Bid is found acceptable by RBI, JAMMU as per Pre-Qualification criteria. Such bidder(s) will be intimated date of opening of Financial bid, through valid email confirmed by them.

5. 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.
6. No request for any change in rate or conditions after the opening of Part II of the tender will be entertained.

D. Tender Fee and Other Deposits

1. 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
2. Earnest Money Deposit (EMD): A sum of ₹94,000/- (Rupees Ninety Four Thousand Only) shall be paid as earnest money by all the bidders in the following way:
 - i. NEFT to be made in favour of RBI, Jammu, Current Account No. 186003001, IFSC Code: RBIS0JMPA01 (RBIS-zero-JMPA-zero one)
 - ii. Bidders may please furnish the name of their company/firm in "Remarks" while making NEFT payment

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. Security Deposit: Successful bidder shall be required to submit security deposit of ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand Only) before issue of work order/award letter. No interest shall be payable on the Security Deposit. The security deposit will be refunded after completion/non-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. 186003001, IFSC Code: RBIS0JMPA01 (RBIS-zero-JMPA-zero one).
Note: 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, Jammu.
 - iii. Fixed Deposit Receipt, issued by a Scheduled Commercial Bank, pledged in the favour of Reserve Bank of India, Jammu.
 - iv. Bank Guarantee for Security Deposit as per the proforma given in [Annex V](#).

E. Opening of Tender

Part-I of the tender will be opened on May 23, 2022 (Monday) 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. 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.

5.2. 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.

5.3. 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.

F. Evaluation Criteria

An indicative menu for the items to be provided and the tentative yearly 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.

The evaluation criteria to be adopted for arriving at the lowest bidder (L1) in the Part-II (Financial Bid) is as stated under:

Rates (A) quoted by tenderers for the items may be multiplied with the tentative average annual consumption (B) of that item to form a Total (T). The annual Cost (C) will be considered for the lowest bidder (L1) and will be awarded with the contract of OLDR.

Item	Quoted Rate (A)	Tentative average annual consumption (B)	Total (C)
Item-1	A ₁	B ₁	C ₁ = A ₁ X B ₁
Item-2	A ₂	B ₂	C ₁ = A ₁ X B ₁
:	:	:	:
Item-n	A _n	B _n	C _n =A _n X B _n
Total (T)			T=C ₁ +C ₂ +...+C _n
Annual charges towards wages of three semi-skilled and five unskilled workers (M)			M
Annual Cost (C)			C=T+M

In the scenario of a tie, the bank will give first preference to the tenderer having office in Jammu and also who employ or have employed workers from Jammu. Further, in case of tie between two or more bidders having office in Jammu and also who employ or have employed workers from Jammu, the preference will be given to the superior Technical Bid.

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 ₹18.80 lakh
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 ₹23.50 lakh
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 ₹37.60 lakh
2. Firm should have an annual turnover of amount equal to 100% of estimated cost or more during the last three financial years and should be solvent for an amount equal to 100% of estimated cost or more.
3. 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).
4. Bidder(s) whose catering contract was terminated by the Bank because of unsatisfactory performance or, refused to enter into agreement after award of contract are not eligible to apply.
5. 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.
6. 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.
7. The vendor should be located within India. Preference shall be given to Jammu based vendors.
8. The tenderers should satisfy the following conditions and shall enclose 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 March 31, 2021 in providing catering services in reputed organizations, 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.	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 respective address 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 Organizations / 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 annual cost of contract is ₹47,00,000/- p.a. This includes fixed component and variable component.
- ii. Fixed component shall be guaranteed by the Bank. It shall comprise of the minimum wage to workers employed by the caterer, as per prevailing minimum wage rates. The minimum wages to the workers shall be paid by the Bank and shall be subject to revision, as and when the rates are revised by Government of India. Note: The bidders are advised to give due consideration to this guaranteed payment to their workers, while quoting rates.
- iii. Variable component shall comprise of the revenue generated by sale of lunch, tea/beverages, breakfast. Revenue generation from this component will depend upon the number of employees availing the service. The Bank shall not give any commitment regarding minimum turnover/revenue in this regard.
- iv. The rates quoted in financial 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 and binding on the caterer.

3. Nature of services:

- i. The caterer shall serve beverage to officers of the Bank, twice a day, on all working days in a month. Beverages shall include Milk Tea/ Green Tea/ Lemon Tea/ Coffee/ Fresh Lime Juice/Butter Milk. Payment shall be settled by the bank on monthly basis after receipt of duly verified bills.
- ii. The caterer shall serve tea (Milk Tea/ Green Tea/ Lemon Tea) to class III and IV staff members. Payment shall be made by staff member themselves.
- iii. The caterer shall provide Lunch service in Officers' Lounge and Staff Canteen, which shall be for exclusive use of the employees of Bank and persons authorized by Bank. Payment shall be made by employees themselves.
- iv. The caterer shall provide Breakfast service in Officers' Lounge and Staff Canteen. Payment shall be made by employees themselves.
- v. The caterer shall also serve Special Lunch and Special Tea (Normal/Medium/High) in various meetings of the Bank, whenever required.

Payment shall be settled by the bank on monthly basis after receipt of duly verified bills.

- vi. The caterer is also required to refill the water dispensers installed in the Bank. RO water bottles shall be provided by the Bank.
- vii. The caterer, if so desires, can also sell packaged snacks and non-alcoholic beverages in Officers' Lounge and Staff Canteen at not more than maximum retail price.
- viii. Any incidental service required by the Bank not mentioned here, will be negotiated separately.
- ix. **Venue:** The catering service for lunch shall normally be provided at Officers' Lounge and Dining Room (OLDR) and Staff Canteen located at first floor of the Annex Building in the Bank premise, or any other place as approved by the Bank within the Bank's premises. The building has provision for pantry and dining halls.
- x. **Menu:** Indicative menus are given in the financial 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 may be changed/alterd by mutual discussion so that the same items are not repeated frequently. Menu should be clearly displayed on the notice boards placed in OLDR/Staff Canteen. The caterer may offer additional items, not mentioned in the indicative menu, on a A-la-carte basis, at reasonable prices.
- xi. **Timings:** The caterer shall run OLDR and Staff Canteen on all working days (Monday to Friday), and on all other such days as may be required by the Bank. Normally the OLDR and staff canteen shall be open only during normal working hours of the Bank. However, if required by the Bank, the services will have to be provided beyond office hours.

4. Number of Workers and Minimum Wages

- i. The caterer shall be free to employ as many workers as required to satisfactorily provide the services mentioned above.
- ii. However, the Bank shall ensure payment of minimum wages only to 08 workers, as per prevailing rates. Wages will be subject to revision, as and when the rates are revised by Government of India.
- iii. If more than 08 workers are employed, the liability to ensure minimum wages with respect to these additional workers shall lie solely with the caterer.

5. 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 or alterations in the Bank's premises without prior permission of the Bank.

6. 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 Minimum Wages Act 1948, The Minimum Wages (Central) Rules 1950, EPF Act 1952, Workmen's Compensation Act 1923, EPF Act 1952, ESI Act 1948, The Payment of Bonus Act, 1965 and any other applicable acts relating to contract workers 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 labour force 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. If 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.

7. 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 are not involved in any anti-social/anti-national activity.

8. 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.

9. 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 catering agency must 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.

10. 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, shall not relieve the party from liability for delay, except when such delay is beyond the reasonable control of the supplier concerned.

11. 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 while 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. 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.

12. 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.

13. Terms of Payment:

- i. Rates quoted for serving beverage to officers, special tea, and special lunch shall be excluding GST. Payment towards these expenses shall be paid by Bank on monthly basis, after receipt of the bill.
- ii. The payment for breakfast, tea served to Class III and IV staff, and the daily lunch served in Officers' Lounge and Staff Canteen shall be made by employees availing the facility.
- iii. The caterer shall make all efforts to accept online/electronic payments and shall provide infrastructure for the same viz. POS machine, 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. For payment of minimum wages (up to 08 workers only), the Contractor shall first pay the wages to the workers employed, and then raise a bill, and submit the same to the Assistant Manager, OLDR by the second week of the subsequent month. The payment shall be released through NEFT/RTGS channel only, within two weeks from the date of submission of bill. The bill should be 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
- v. 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.

14. 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 Arbitrator 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.

15. Infrastructure/Facility to be provided by the Bank:

- i. LPG Connection and gas stove. The Bank shall reimburse the cost for refilling of reasonable number of commercial LPG cylinders per month.
- ii. Dining area with tables, chairs, television, refrigerator and microwave.
- iii. Electricity connections/points for electrical equipment. Monthly electric bill shall be settled by the Bank.
- iv. Crockery/cutlery for Officers' Lounge and Dining Room (OLDR).

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

16. Items to be arranged by the caterer:

- i. Cost of raw materials for preparation of lunch, tea, beverages shall be borne by the contractor, and their transportation.
- ii. Use of Kerosene is prohibited in the Bank's Premises. Electric/Induction stoves shall not be used for preparation of food.
- iii. Good quality table cloth and frills for various events.
- iv. Any other items, not mentioned here, that may be needed during normal course of service.

17. 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.

18. 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 license.
- 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.

19. 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.

20. Catering Staff:

- i. The caterer should employ sufficient number of catering staff to ensure smooth catering services in the Bank's premises.
- 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. Bank will reimburse an amount not exceeding Rs. 2,500/- (Rupees Two thousand Five hundred only) per worker, as a one-time measure, for providing uniform to its staff deployed at RBI, Jammu. The amount will be reimbursed on production of documentary evidence.
- 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 must be avoided.

21. 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.

22. Show cause notice: The caterer is expected to maintain a minimum standard of service, unless due to reasons beyond the control of caterer. In case of any violations/complaints received against the caterer, the Bank may issue a show cause notice to the caterer, to which the caterer must reply within a week. The violations/complaints shall be related to, but not limited to, the following:

- 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. Deployment of manpower in lesser number than stipulated in Agreement
- vi. Non-payment of stipulated minimum wages to the workers
- vii. Employment of Minors
- viii. Non-adherence to Central/State Government Laws

Note: In case of repeated violations/complaints against the caterer, the bank may terminate the contract after giving due opportunity to the caterer to explain his/her position. The final decision in this regard shall lie with the Regional Director/Officer-in-Charge of the Bank and shall be binding on the caterer.

23. 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 three 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.

24. Agreement:

- i. General instruction to the bidders and special conditions hereinbefore referred to shall be the basis of final contract to be entered with the successful bidder.
- ii. In case of partnership firms, the Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. The Tender shall otherwise be rejected.
- iii. On receipt of intimation from RBI regarding acceptance of the Tender, the successful tenderer shall be bound to implement the Contract from the date specified therein. The successful tenderer shall sign an agreement in accordance with the extant provisions. The successful tenderer shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Jammu. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the contractor shall devolve on the contractor and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the contractor or in any other lawful manner. Where the security deposit is utilized for the said purpose, the contractor shall immediately replenish the utilized amount. Failure so to do may amount to breach of a material term in the agreement and consequences thereof shall follow.

- iv. 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 copy.
- v. The contract shall initially be valid from June 2022 – March 2023 unless terminated earlier 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, for up to two subsequent years subject to satisfactory services.
- vi. 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 contractor 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.
- vii. Notwithstanding the signing of the agreement, the written acceptance by Reserve Bank of a tender in itself shall not constitute a binding agreement between the Reserve Bank and the person so bidding, whether such contract is or is not subsequently executed.



RESERVE BANK OF INDIA
JAMMU

**TENDER FOR CATERING SERVICES IN OFFICERS' LOUNGE AND STAFF
CANTEEN**

PART – II

FINANCIAL BID

Indicative estimates of quantity to be served on an annual basis

Sr. No.	Service	Expected quantity per annum
1	Lunch in Staff Canteen (Basic Thali)	9600 Plates
2	Lunch in Staff Canteen (Special Thali -Veg & Non-Veg)	720 Plates
3	Beverages to Workmen Staff (Class III & IV)	59000 Cups
4	Lunch in Officers' Lounge (Basic Thali)	4800 Plates
5	Lunch in Officers' Lounge (Special Thali-Veg and Non-Veg)	720 Plates
6	Beverages to Officers	55000 cups
7	Breakfast basic Breakfast special	4800 Plates
8	Special Tea – Normal Tea	3600 cups
9	Special Tea – Medium Tea	3600 cups
10	Special Tea – High Tea	1200 cups
11	Special Lunch Veg Special Lunch Non-Veg (Chicken) Special Lunch Non-Veg (Mutton) Special Lunch 2 Non-Veg items(Chicken/Mutton/Fish)	720 Plates

Note:

- a) The Bank will not give any commitment regarding the minimum consumption of items as mentioned above, nor will it give any compensation/subsidy in case of lesser than expected business.
- b) Rates for Beverages to officers, Special Tea (Normal/Medium/High) and Special Lunch shall be quoted **excluding GST**. For all other items rates shall be quoted **inclusive of all taxes**.
- c) Rates shall be quoted both in figures and words, and 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, fresh 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 - (Taj Mahal/ Tata/ Red Label/ Lipton)
- x. Coffee Powder Sachet - (Nescafe/Bru)

Menu & Rate Quotations

S. No.	Indicative Items	Maximum Price	Expected quantity per annum	Rate
For which Bank will make the payment				
A	Beverages to Officers-			
1.1	Milk Tea / Green Tea / Lemon Tea / Coffee / Fresh Lime Juice /Butter Milk to be served twice a day on all working days. in cup & saucer/glasses procured & provided by the Bank. Note: only one rate to be provided for all the above-mentioned items.	₹10/cup +taxes	55000 cups	
B	Special Tea and Lunch in Meeting & Conferences			
2.1	<u>Normal Tea</u> Milk Tea and Multigrain Biscuits / Cookies- (2 pc. Each)	₹25 +taxes	3600 cups	
2.2	<u>Medium Tea</u> i) Milk tea /Coffee ii) Multigrain Biscuits / Cookies- (2 pc. Each) iii) 5 pcs of Roasted Almonds / Cashew nuts and Any 01 item out of – (paneer pakora / Veg cutlet / Samosa / dhokla / Bread Roll / Sandwich)	₹60 +taxes	3600 cups	
2.3	<u>High Tea</u> i) Milk tea /Coffee ii) Multigrain Biscuits / Cookies- (2 pc. Each) iii) 5 pcs of Roasted Almonds / Cashew nuts Any 02 items out of - Paneer pakora / Veg cutlet / Samosa / dhokla / Bread Roll / Sandwich / 1 pc of premium sweet.	₹95 +taxes	1200 cups	
2.4	<u>Special Lunch Veg (Buffet)</u> i) Starter Any 02 (Dry Mushroom, hara bhara kebab, Soft Drink, Soup, Juice) ii) Main Course (02 seasonal veg items, 01 Paneer/Mushroom item	₹300/plate +taxes	180 plates	

	<p>100gm, Daal 150gm, Rice 200gm, Chapati/Naan (Plain/Butter), Salad, Raita, Achar, Papad</p> <p>iii) Dessert (Ice Cream and any 01 Sweet Dish items – Moong dal Halwa / Ras Malai / Gulab Jamun / White Rasgolla)</p>			
2.5	<p><u>Special Lunch Non-Veg (Chicken) (Buffet)</u></p> <p>i) Starter Any 02 (Dry Mushroom, Chicken kebab, Soft Drink, Soup, Juice)</p> <p>ii) Main Course (02 seasonal veg items, 01 Non veg item (250gm chicken), Daal 150gm, Rice 200gm, Chapati/Naan (Plain/Butter), Salad, Raita, Achar, Papad</p> <p>iii) Dessert (Ice Cream and any 01 Sweet Dish items - Moong dal Halwa / Ras Malai / Gulab Jamun / White Rasgolla)</p>	₹360/plate +taxes	180 plates	
2.6	<p><u>Special Lunch Non-Veg (Mutton) (Buffet)</u></p> <p>i) Starter (Dry Mushroom, mutton kebab, Soft Drink, Soup, Juice)</p> <p>ii) Main Course (02 seasonal veg items, 01 Non-veg item (250gm mutton), Daal 150gm, Rice 200gm, Chapati/Naan (Plain/Butter), Salad, Raita, Achar, Papad</p> <p>iii) Dessert (Ice Cream and 01 Sweet Dish items – Moong dal Halwa / Ras Malai / Gulab Jamun / White Rasgolla)</p>	₹400/plate +taxes	180 plates	
2.7	<p><u>Special Lunch 02 Non-Veg (Buffet)</u></p> <p>i) Starter Any 02 Tandoori Fish, mutton / Chicken kebab, Soft Drink, Soup, Juice)</p> <p>ii) Main Course (02 seasonal veg items, 02 Non-veg item (250gm mutton), Daal 150gm, Rice 200gm, Chapati/Naan (Plain/Butter), Salad, Raita, Achar, Papad</p>	₹450/plate +taxes	180 plates	

	iii) Dessert (Ice Cream and 01 Sweet Dish items – Moong dal Halwa / Ras Malai / Gulab Jamun / White Rasgolla)			
	On payment basis from employee (Inclusive of all taxes)			
C	Officers' Lounge – Lunch			
3.1	<u>Basic Thali</u> -Rice 200gm, Chapati 04, Daal 150gm, Seasonal Sabzi 150gm, Papad, Achar, Salad, Soup/Curd	₹60/plate	4800 plates	
3.2	<u>Veg Special Thali (once a week)</u> i) Main course- Rice 200gm, Chapati 04, Daal 150gm, Matar Paneer / Shahi Paneer/Mushroom 100gm, Raita, Papad, Achar, Salad, Soup/curd, ii) Sweet (Any 01 - Moong Halwa, Kheer, Gulab Jamun & 2 Scoops of Ice Cream)	₹100/plate	360 plates	
3.3	<u>Non-Veg Special Thali (once a week)</u> i) Main course - Rice 200gm, Chapati 04, Daal 150gm, Chicken 02 piece 200gm/ Egg Curry 02 piece, Raita, Papad, Achar, Salad, Soup/Curd, ii) Sweet (Any 01 - Moong Halwa, Kheer, Gulab Jamun& 2 Scoops of Ice Cream)	₹110/plate	360 plates	
D	Tea to Workmen Staff			
4.1	Milk tea / Coffee / Green Tea / Lemon Tea to be served twice a day on all working days. in cup & saucer/glasses procured & provided by the Bank. Note: only one rate to be provided for all the above-mentioned items.	₹10/cup	59000 cups	
E	Staff Canteen - Lunch			
5.1	<u>Basic Thali</u>	₹60/plate	6900 plates	

	- Rice 200gm, Chapati 04, Daal 150gm, Seasonal sabzi 150 gm, Papad, Achar, Curd			
5.2	<u>Veg Special Thali (once a week)</u> - Rice 200gm, Chapati 04, Daal 150gm, Matar Paneer/Shahi Paneer/Mushroom 100gm, Raita, Papad, Achar	₹80/plate	360 plates	
5.3	<u>Non Veg Special Thali (once a week)</u> - Rice 200gm, Chapati 04, Daal 150gm, Chicken 02 piece 200gm/ Egg Curry 02 piece, Raita, Papad, Achar	₹90/plate	360 plates	
F	Breakfast			
6.1	01 Samosa with chutney or 01 Bread Pakora with chutney or 01 Salad Sandwich with Mayonnaise (2 bread, tomato, onion, cabbage, cucumber) or 01 plate Poha with chutney or Plain Prantha or 02 Boiled Eggs	₹20/plate	2400 plates	
6.2	01 Bread Omlette (2 bread, 1 egg) or 01 Idli with Sambar or 01 Vada with Sambar or 01 Masala Dosa or Stuffed Prantha or 02 Puri & Chole/Chana or 02 Puri & Aloo or 02 Boiled Eggs or 02 Puri & Halwa or 02 Uttapam or One Bowl Fresh Fruits	₹30/plate	2400 plates	
G	Wages			
7.1	Annual wages to Eight workers of Tea/Coffee canteen and Officer Lounge & Staff Canteen (as per minimum wages act)	(Indicative Calculations at Annex VI). (The Contractor shall not quote the amount less than as stipulated in Annex VI)		
8	Total annual estimates	A+B+C+D+E+F+G		

* The price of individual item cannot exceed the maximum price as mentioned in column C otherwise the bid will be rejected.

* The bids quoted by the bidders should be in over and above zero percent. Further zero percent includes all derivatives of zero up to 0.9999 and thereof. The bids of such bidders who quotes zero shall be considered as unresponsive and will not be considered for evaluation of financial bids.

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 ₹47 lakh		
11.	Audited Balance Sheets / IT Returns of last three years	Financial Year: 2018-19	
		Financial Year: 2019-20	
		Financial Year: 2020-21	

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.

6. I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned in the notice inviting tender and accept the same to execute the contract, if awarded.

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) 2020-21: _____ ii) 2019-20: _____ iii) 2018-19: _____
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 ₹47 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 Shri /M/s

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

* 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.

(i) All columns should be filled in properly

**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 ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand 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 ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand 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 ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand 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 ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand 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 ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand Only).

b) Our liability under these presents shall not exceed the sum of ₹2,35,000/- (Rupees Two Lakh Thirty Five Thousand 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).

Calculation of minimum wages.

S. No.	Particulars	Number of persons required	Daily Wages per head (as on April 01, 2022) as per minimum wages act.	Salary in Rs. (for 26 days]	Total Amount
A	Cook - Semi-skilled (3 cook)	3	625	48,750	₹48,750/-
B	Attendants - Unskilled (5 attendants)	5	553	71,890	₹71,890/-
C	Total labour cost (A+B)			1,20,640	₹1,20,640/-
D	12.5%	*EPF Contribution @12.5% of 45,000 (3 persons x 15000 minimum wages)		<i>(subject to maximum ceiling of Rs 15000.00 salary per month or any other amount specified by EPFO from time to time)</i>	₹5,625/-
	12.5%	*EPF Contribution @12.5% of 71890 (5 persons x 14378 minimum wages)			₹8,987/-
E	0.5%	*EDLI contribution @ 0.5% of 45,000 (3 persons x 15000 minimum wages)			₹225/-
	0.5%	*EDLI contribution @ 0.5% of 71,890 (5 persons x 14378 minimum wages)			₹360/-
F	3.25%	**ESI Contribution @3.25% of C		<i>Not applicable if salary exceeds Rs. 21000.00 or any other amount specified by ESIC from time to time)</i>	₹3,921/-
G	8.33%	***Bonus (If applicable) @8.33% of C		<i>(Not applicable if salary exceeds Rs 21000.00 or any other amount updated by Bonus Act from time to time)</i>	₹10,050/-
H	Total Salary Component per month (C+D+E+F+G)				₹1,49,808/-
I	Managerial / Administrative cost per month @5% of H				₹7,491/-
J	Total Cost per month(H+I)				₹1,57,299/-
K	Annual Salary Estimates (J*12)				₹18,87,588/-

*Employer must deposit EPF @13% (12% + 0.5% EDLI + 0.5% Administrative charges) for those employees whose monthly salary is less than or equal to ₹15000/-. If the salary is more than ₹15000/- EPF and EDLI contribution shall be calculated on ₹15000/- only i.e. ₹1800/- per month maximum (for EPF) and ₹75/- per month (for EDLI) or any other amount specified by EPFO from time to time.

**Employer must contribute ESIC @ 3.25% monthly for those employees whose monthly salary is less than or equal to ₹21000/-. (Not applicable if salary exceeds ₹21000/- or any other amount specified by ESIC from time to time).

***All employee whose monthly salary is less than or equal ₹21000/- and who has worked for not less than 30 days in an accounting year, shall be eligible for bonus for minimum of 8.33% of the salary/wages. Employees with more than ₹21000/- monthly wage are not eligible for Bonus.