

भाग / PART- I

भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA

बेंगलुरु / Bengaluru

चाय/काँफी/फिल्टर काँफी वेंडिंग मशीन

के संस्थापन और

बैंक परिसर में वेंडिंग मशीनों के रखरखाव के लिए

मानवशक्ति की आपूर्ति

के लिए ई-निविदा

**E-TENDER FOR INSTALLATION OF
FRESH MILK TEA/COFFEE/FILTER COFFEE
VENDING MACHINES**

AND

**SUPPLY OF MANPOWER FOR MAINTENANCE OF
VENDING MACHINES IN THE BANK PREMISES**

आरबीआई/बेंगलुरु/मासंप्रवि/30/19-20/ईटी/129

RBI/Bengaluru/HRMD/30/19-20/ET/129

भारतीय रिज़र्व बैंक / Reserve Bank of India

मानव संसाधन प्रबंध विभाग

Human Resource Management Department

बेंगलुरु / Bengaluru

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Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Bengaluru. The e-procurement Service Provider/Contractor/Vendor/Contractor/Vendor is MSTC Limited.

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

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

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

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

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

MSTC Contract Person

- (i) Shri Surya R Shaik, Email id: srshaik@mstcindia.co.in, Phone No: 7406047869
- (ii) Shri Teja, Email id: bteja@mstcindia.co.in, Phone No: 6281048513
- (iii) Shri Rajasekhar, Phone No: 8464073640

Contact person at RBI Bengaluru

- (i) Shri Amit Kumar Deb, Assistant Manager, HRMD, Reserve Bank of India, Email: amitkumardeb@rbi.org.in, Phone No.: 080-22180342
- (ii) Ms. Samiksha Dwivedi, Assistant Manager, HRMD, Reserve Bank of India, Email: sdwivedi@rbi.org.in, Phone No.: 080-22180347
- (iii) Shri Jayadev Vivek K, Assistant General Manager(Personnel), Reserve Bank of India, Email: jayadevvivek@rbi.org.in, Phone No.: 080-22180231

2. **System Requirement:**

- (a) Windows XP-SP3 & above / Windows 7 Operating System
- (b) IE-7 and above Internet browser
- (c) Signing type digital signature
- (d) JRE-7 update 9 and above software to be downloaded and installed in the system.
- (e) To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.
 - Tools > Internet Options > Security > Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:
 - Tools > Internet Options > General > Click on Settings under “browsing history/ Delete Browsing History” > Temporary Internet Files > Activate “Every time I Visit the Webpage”.
- (f) 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**)
- (g) For more details, vendor may refer to Service Provider / Contractor / Vendor **Guide** and **FAQ** available at www.mstcecommerce.com/eprhome.

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

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

5. **Special Note towards Transaction fee:** The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in Service Provider / Contractor / Vendor login. The vendors have to select the particular tender from the event dropdown box. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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 Service Provider / Contractor / Vendor shall be receiving a system generated mail.

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

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

6. 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).

7. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

8. Bidding in E-tender:

(a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

(b) Eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.

(c) The process involves Electronic Bidding for submission of Technical and Financial / Price Bid.

(d) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website www.mstcecommerce.com → eprocurement → PSU/Govt. Depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

(e) Service Provider / Contractor / 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 Service Provider / Contractor / Vendor will not be able to save / submit his Technical bid.

(f) After filling the Technical Bid, vendor should click '**SAVE**' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to be filled up and then vendor should click on "**SAVE**" to record their financial bid. Once both the Technical bid & Financial bid has been saved, Service Provider / Contractor / Vendor can click on the "**Final submission**" button to register their bid.

(g) Vendors are instructed to use '**Attach Doc**' button to upload documents. Multiple documents can be uploaded.

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

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

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

(k) 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 Service Provider / Contractor / Vendor for execution of supply.

(l) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

(m) 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.

(n) 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.

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

9. No deviation to the Technical and Financial 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 Service Provider/Contractor/Vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

SCHEDULE OF TENDER (SOT)

A	E-Tender no	RBI/Bengaluru/HRMD/30/19-20/ET/129
B	Mode of Tender	e-Procurement System (Online Part-I: Technical Bid and Part-II: Financial Bid through www.mstcecommerce.com/eprochome/rbi)
C	Date of NIT available to parties to download	September 27, 2019
D	Estimated value of contract	₹ 54 Lakh per annum (Approx)
E	Transaction fees	0.05% of contract value+18% GST = (₹ 2700 + ₹ 486) = ₹ 3186/-
F	Date of Starting of e-Tender for submission of online Technical Bid and Financial Bid at www.mstcecommerce.com/eprochome/rbi	1700 hrs of September 27, 2019
G	Date of closing of online e-tender for submission of Technical Bid and Financial Bid.	1700 hrs of October 18, 2019
H	Date & time of opening of Part-I (i.e. Technical Bid)	1030 hrs of October 21, 2019
I	Part-II (Financial Bid): Date of opening of Part-II.	Part-II Financial bid will be opened electronically of only those bidder(s) whose Part-I: Technical Bid is found acceptable by RBI, Bengaluru. Such bidder(s) will be intimated date of opening of Part-II: Financial bid, through valid email confirmed by them.

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Part 1

Tendering Procedure

Section I - Notice Inviting Tender (NIT)



**भारतीय रिज़र्व बैंक / Reserve Bank of India,
10/3/8, नरूपथुंगा रोड, बेंगलुरु 560 001
10/3/8, Nrupathunga Road, Bengaluru 560 001**

Reserve Bank of India, Bengaluru Regional Office (hereinafter called “the Bank”), invites E-tenders under Two–Bid system (Technical & Financial Bid) for the provision of Installation and Maintenance of fresh milk Tea/Coffee / Filter Coffee vending machines as also for supply of labour for maintenance of the vending machines in the Bank’s premises in Bengaluru. The agreement shall be installing for a period of one year i.e. from November 01, 2019 to October 31, 2020 and extendable up to two more years subject to mutual consent of both the parties and based on the satisfactory performance of the Service Provider / Contractor / Vendor(s).

2. The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before October 18, 2019 up to 1700 hrs**. Tenderers shall submit tender proposal along with refundable EMD of ₹ 1,08,000/-, complete in all respect as per the prescribed format. The technical bids will be **opened electronically on October 21, 2019 at 10:30 am**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

3. Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Regional Director
Reserve Bank of India,
10/3/8, Nrupathunga Road,
Bengaluru 560001**

Section II - Instructions to Bidders (ITB)

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Section II: Instruction to Bidders

A. General	
1. Scope of Tender	<p>1.1 The Bank invites E-tenders from the eligible reputed tenderers to participate in the process of installation and maintenance of fresh milk tea/Coffee/ Filter Coffee vending machines and for supply of fresh milk tea /coffee/Filter Coffee as also manpower (two persons for serving each on all the 6 locations inside the Bank building) at Reserve Bank of India, Bengaluru. The Estimated value of contract per annum is ₹ 54 lakhs. Please refer to Section-V of this tender document for detailed terms and conditions of the work.</p>
2. Prohibited Practices	<p>2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p> <p>2.2 Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).</p>

3. Eligible Tenderers/ Eligibility Criteria	<p>3.1 The intending applicant must be a company / firm with minimum three years' experience in undertaking a work of installation and maintenance of fresh milk tea/coffee / Filter Coffee vending machine and providing services to Government Departments / Public / Private Sector institutions with a minimum average annual business turnover of ₹ 54 lakh for the last preceding 3 years. The tenderer shall have its office and set-up in Bengaluru.</p> <p>3.2 Tenderers should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, TIN, GSTIN, CST, licensing food establishments, etc. duly supported by documentary evidence and certificates of registration.</p>
B. Contents of Tender Document	
4. Sections of Tender Document	<p>4.1 The Tender Document consist of Parts 1 and 2 which includes all the Sections indicated below and should be read in conjunction with any Appendices/Annex issued in accordance with Section-II (Instructions to Bidders).</p> <p style="text-align: center;"><u>Part 1 – Tendering Procedures</u></p> <ul style="list-style-type: none"> • Section-I: Notice Inviting Tender(NIT) • Section-II: Instruction to Bidders (ITB) • Section-III: Tender Data Sheet (TDS) • Section-IV: Evaluation / Selection Criteria <p style="text-align: center;"><u>Part 2 – Conditions of Contract and Contract Forms</u></p> <ul style="list-style-type: none"> • Section-V: General and Specific Conditions of Contract • Section-VI: Standard Formats
5. Clarification of Tender Document, Pre-Bid Meeting	<p>5.1 A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.</p> <p>5.2 The pre-Bid meeting is not considered necessary, in case of any query, bidders may clarify the issues telephonically or in person as per the contacts furnished in this document.</p> <p>5.3 The tenderer shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document before October 10, 2019.</p>
6. Amendment of Tender Document	<p>6.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) / e-portal.</p> <p>6.2 Any amendments / corrigendum issued shall be a part of this document.</p> <p>6.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in</p>

	preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.
C. Preparation of Tenders	
7. Cost of Tendering	7.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
8. Documents Comprising the Tender	<p>8.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> • Notice Inviting Tender • Technical Bid Details • Financial Bid Details • Earnest Money Deposit (<u>Refer Para 12 regarding exemption for MSMEs</u>) <p>Intending tenderer has to deposit a sum of ₹ 108,000/- (Rupees one lakh eight thousand only) with the Reserve Bank of India, Human Resource Management Department, Bengaluru-560001 on or before October 18, 2019 (1700 h).</p> <p style="padding-left: 40px;">By NEFT to following A/c: <u>A/c Name:</u> NEFT – Internal <u>A/c Number:</u> 8714295 <u>IFS Code:</u> RBIS0BGPA01 (5th & 10th being zero)</p> <p>in favour of the ‘Reserve Bank of India’ payable at Bengaluru. Eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p> <ul style="list-style-type: none"> • Please Write “<u>Amount for EMD – HRMD Tender</u>” in narration <p>Eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p> <ul style="list-style-type: none"> • Performance Bank Guarantee to be furnished after award of contract by the successful tenderers. • Contract Agreement.
9. Letter of Tender	9.1 The tenderer shall submit the Tender using the digital signature class 3 via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
10. Documents Establishing the qualifications of the Tenderer	10.1 To establish its qualifications to perform the Contract in accordance with Section-II (Para 3), the tenderer shall provide the information in the format prescribed in Section-VI (Standard Formats).

11. Period of validity of Tenders	<p>11.1 The Tender validity period shall be 90 days from the last date of the submission of tender.</p> <p>11.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.</p>
12. EMD as Tender Security	<p>12.1 Tenderers need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>12.2 Tenders without EMD will not be accepted under any circumstances. However, eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p> <p>12.3 Eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p>
D. Submission and Opening of Tenders	
13. Submission, Sealing and Marking of Tenders	<p>13.1 Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.</p> <p>13.2 The tenderers may submit online their Financial Bid (competitive rates) in prescribed Excel format along with copies of necessary documents as indicated in the “Technical Bid” (Part-I and Part-II). E-Tender with all information shall be submitted on or before the prescribed time and date.</p> <p>13.3 If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.</p>
14. Deadline for Submission of Tenders	<p>14.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.</p> <p>14.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
15. Late Tenders	<p>15.1 No Tender after the deadline shall be allowed on the portal.</p>
16. Tender Opening	<p>16.1 The Bank shall open the Tender electronically on the notified date.</p>

E. Examination of Tenders	
17. Confidentiality	17.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers.
18. Clarification of Tenders	<p>18.1 To assist in the examination, evaluation, comparison of the Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.</p> <p>18.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.</p>
F. Tender Evaluation and Comparison	
19. Evaluation of Tenders	19.1 The Bank shall use the evaluation criteria indicated in Section IV.
20. Qualification of the Tenderer	20.1 The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section II (Para 3).
21. Bank's Right to Accept Any Tender, and to Reject Any or All Tenders	21.1 The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected out-rightly.
G. Award of Contract	
22. Award Criteria	22.1 The Bank shall shortlist the tenderer based on the evaluation criteria detailed in Section IV (Evaluation Criteria).
23. Notification of Award	<p>23.1 The tenderer who qualifies the Technical Evaluation including Site visit evaluation and is L1 in Financial Bid shall be awarded the tender.</p> <p>23.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. The successful tenderer shall take over entire work within 7 days of notification of award of work.</p>
24. Signing of Contract	24.1 The successful tenderer shall execute an agreement with

	<p>the Bank on Non-Judicial stamp paper of value as applicable within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement and rates will be valid for a period of one year (April 2019-March 2020), in first year and extendable up to two more years subject to annual review by the Bank of the performance of the contractor(s).</p>
<p>25. Performance Security</p>	<p>25.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹ 2,50,000/- (Rupees Two lakh Fifty Thousand Only) in accordance with the Section VI (Standard Formats). The PBG shall be valid for a period of 60 days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.</p> <p>25.2 Failure of the successful tenderer to submit the Performance Bank Guarantee of ₹ 2,50,000/- (Rupees Two lakh Fifty Thousand Only) or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p>25.3 The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc.</p>

Section III – Tender Data Sheet

A. Introduction	
1.	Scope of Tender
1.1	The tender inviting office is: Reserve Bank of India, Bengaluru Regional Office, Main Office Building, 10/3/8, Nrupathunga Road, Bengaluru 560001
1.2	The name of the Tender is: Installation and Maintenance of fresh milk Tea /Coffee / Filter Coffee Vending Machines as also for Supply of labour for the maintenance of the vending machines in the Bank's premises. Tender Reference No. RBI/Bengaluru/HRMD/30/19-20/ET/129
1.3	Eligible Tenderers: The tenderer shall meet the eligibility criteria outlined in Para number 3 of Section-II.
B. Tender Document	
2.	Clarification of Tender Document
2.1	For clarification purposes only, the Bank's address is: Reserve Bank of India, Human Resource Management Department, 3rd Floor, Main Office Building, 10/3/8, Nrupathunga Road, Bengaluru-560 001. Contact person (RBI Bengaluru): (i) Shri Jayadev Vivek K, Assistant General Manager(Personnel), Reserve Bank of India, Email: jayadevvivek@rbi.org.in , Phone No.: 080-22180231 (ii) Shri Amit Kumar Deb, Assistant Manager, HRMD, Reserve Bank of India, Email: amitkumardeb@rbi.org.in , Phone No.: 080-22180342 (iii) Ms. Samiksha Dwivedi, Assistant Manager, HRMD, Reserve Bank of India, Email: sdwivedi@rbi.org.in , Phone No.: 080-22180347
C. Preparation of Tenders	
3	Documents Comprising the Tender
3.1	The Tender shall comprise the following: (a) Notice Inviting Tender, Instructions to Bidders, Evaluation Criteria & General and Specific Terms and Conditions of the Contract. (b) Various Formats for Technical and Financial Evaluation as also for Performance Bank Guarantee as per Section VI (Standard Formats)
4.	Period of Validity of Tenders
4.1	The Tender validity period shall be 90 days from the last date of the submission of tender.
5.	EMD / Bank Guarantee as Tender Security

5.1	<p>Intending tenderer has to deposit a sum of ₹ 108,000/- (Rupees one lakh eight thousand only) as Earnest Money Deposit with the Reserve Bank of India, Human Resource Management Department, Bengaluru-560001 on or before 1700 h, October 18, 2019 THROUGH NEFT to the 'Reserve Bank of India, Bengaluru' by credit to A/c No. 8714295 & IFSC- RBIS0BGPA01 (5th and 10th being zero)</p> <p>Eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents.</p>
6.	Submission of Tenders
6.1	<p>The tender, complete in all respect, shall be submitted electronically. The tenderers may submit their competitive rates along with necessary documents as indicated in the "Technical Bid".</p>
D. Submission and Opening of Tenders	
7.	Deadline for Submission of Tenders
7.1	<p>The E-tenders, complete in all respect shall be submitted as per the following deadline:</p> <p style="text-align: center;">Date: October 18, 2019 Time: 1700 h</p>
8.	Tender Opening
8.1	<p>The Tender opening shall take place electronically on the date and time mentioned in Schedule of Tender (SOT).</p> <p>The tenderers who are declared successful in Technical Evaluation including Site Evaluation will qualify for Financial Evaluation.</p> <p>Such tenderers who qualify in Technical and Site Visit Evaluation will be considered for opening of Financial Bids and the lowest bidder will be awarded the contract provided the bid is in line with the prescribed terms and conditions.</p>

Section IV: Evaluation/ Selection Criteria

Evaluation matrix															
A. Technical Bid Evaluation															
1.	<p>1.1 The tenderers shall furnish information for Technical Evaluation as per Form 1 of Standard Format.</p> <p>1.2 Supporting documents for the various items indicated in the Form 1 should be submitted for Technical evaluation.</p> <p>1.3 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients as also the findings from site visit to take decision regarding qualification in Technical Evaluation.</p>														
2.	<p>2.1 The members of the Evaluation Committee shall conduct site visits to assess the quality and other aspects of the existing contracts of bidders as per the criteria in the undermentioned table.</p> <p>A list of such places i.e. complete address details of clients in Bengaluru along with contact details of the contact person should be provided.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;">Technical Evaluation during Site Visits</th> </tr> <tr> <th style="text-align: center;">Sl No.</th> <th style="text-align: center;">Criteria</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Quality of consumables</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Cleanliness and hygiene</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Staff - Turnout, Appearance, Hygiene, Manners, Ease of doing tasks, etc.</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Conditions and facilities in the machines</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Taste of Fresh Milk Tea, Coffee and Filter Coffee</td> </tr> </tbody> </table>	Technical Evaluation during Site Visits		Sl No.	Criteria	1.	Quality of consumables	2.	Cleanliness and hygiene	3.	Staff - Turnout, Appearance, Hygiene, Manners, Ease of doing tasks, etc.	4.	Conditions and facilities in the machines	5.	Taste of Fresh Milk Tea, Coffee and Filter Coffee
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Part 2
Conditions of Contract
&
Contract Forms

Section V: General & Specific Conditions of Contract

A. General Conditions of Contract

1.	1.1 The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank shall not be responsible for the incompleteness of the Tender Document.
2.	2.1 Conditional tender shall not be entertained. 2.2 In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3.	3.1 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. 3.2 Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
4.	4.1 The price quoted shall only be in Indian rupees and inclusive of all taxes.

B. Situations leading to disqualification / rejection of tenders

5.	5.1 Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will be made applicable there too. 5.2 All the tenders should be complete in all respects with all attachments / enclosures / annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be outrightly and summarily rejected by the Bank. 5.3 Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter. 5.4 Bid proposals received without or lesser than the prescribed EMD shall be summarily rejected. (However, eligible registered MSEs (as per Public Procurement Policy Order 2012 issued by MSME) participating in the tender process are exempted from payment of Earnest Money Deposit, on submission of valid documents. / processing fee) 5.5 Tenders received after the due date and time shall be summarily rejected. 5.6 Conditional tenders shall be straightway rejected and no additional clause will be entertained. 5.7 No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD. 5.8 Alternative Proposals / Time for Completion shall not be permitted.
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C. Terms of Payment

6. 6.1 The agency shall raise the bill, in duplicate, for the total number of cups consumed in the month based on machine reading or other electronic method. The data in this regard shall be provided by the vendor. Bills should be presented along with the following documents in respect of the person deployed and submit the same to The Assistant Manager, Industrial Relations, RBI, Bengaluru in the second week of the subsequent month or earlier, but only after electronic disbursement of salary/wages to deployed manpower. As far as possible, the payment shall be released within two weeks from the date of submission of bills complete in all respects.
- (i) Current month Invoice Copy.
 - (ii) Current month Acquaintance (Wage) Register duly signed by the individual contract Labourers.
 - (iii) Current month Attendance Register.
 - (iv) Current month ESI remittance challan with consolidated breakup details.
 - (v) Current month EPF remittance challan, as applicable, with consolidated breakup details.
 - (vi) Periodical returns submitted to Labour Commissioner, Shram Suvidha Portal, EPFO & ESIC within 07 days of filing.
- 6.2 The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Bank.
- 6.3 During the course of the contract, only increase beyond 5% in the minimum wages as announced by the Central Government will be borne by the Bank, subject to producing documents for disbursing the increased wages.
- 6.4 All other charges (other than statutory levies) will remain fixed during the duration of the contract.
- 6.5 All the payments shall be released through NEFT/RTGS viz electronic mode only for which necessary mandate shall be submitted to the Bank.
- 6.6 Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

D. Necessary Requirements to be fulfilled after award of contract

- 7.1 The successful tenderer/s shall execute a Performance Bank Guarantee of ₹ 2,50,000/- in favour of the Bank as specified in Section VI (Standard Formats), within 15 days of the receipt of the letter of award of work. The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Service

	<p>Provider/Contractor/Vendor.</p> <p>7.2 In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the agency will be liable to be forfeited/invoked besides annulment of the contract.</p> <p>7.3 The agreement between the successful tenderer/s and the Bank will be signed within 15 days of letter of award of work. The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider / Contractor / Vendor, the duplicate. The stamp duty shall be borne and paid by the Service Provider/Contractor/Vendor.</p> <p>7.4 The agency 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 agency and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff shall apply during the term of agreement and indefinitely after the term of agreement. The agency and its staff shall also not disclose directly or indirectly any information and details of the Bank's infrastructure / systems/ equipments, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. It shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. It shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. It shall indemnify the Bank for any 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.</p>
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E. Adherence to Statutory Requirements

8.	<p>8.1 Compliance to various statutes/rules/regulations vis-à-vis Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act and rules framed under the applicable acts of the State and Central government applicable from time to time, shall be whole & sole responsibility of the Agency. In this regard, the Agency shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the applicable laws and as per the Government rules and make the same available for inspection / verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including</p>
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	registration number shall be provided to the Bank authority for verification and record as and when so demanded.
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F. Prevention of Sexual Harassment	
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9.	<p>9.1 The successful tenderer / agency shall be solely responsible for full compliance with the provisions of “The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The successful tenderer shall confirm constitution of Internal Complaints Committee for the purpose, wherever applicable.</p> <p>9.2 Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>9.3 The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the successful tenderer is proved.</p> <p>9.4 The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p> <p>9.5 The successful tenderer shall provide a complete and updated list of its employees deployed in various facilities of the Bank on quarterly basis (within 15 days from each quarter end or from the date of engagement/deployment).</p>
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G. Rights of the Bank	
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10.	<p>10.1 The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.</p> <p>10.2 The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability or assigning any reason thereof.</p> <p>10.3 The Bank reserves right to split the scope of the work to more than one agency / agencies without assigning any reason whatsoever. No claim will be entertained on account of this.</p> <p>10.4 The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.</p> <p>10.5 The Service Provider/Contractor/Vendor or its agents / employees</p>
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	<p>committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof.</p> <p>10.6 Without prejudice to above, the Agreement can be terminated with a notice of one month on either side, during the Agreement period. The arrangements with Service Provider/Contractor/Vendor shall stand terminated in the case of its insolvency.</p>
H. Dispute Resolution	
11.	<p>11.1 It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).</p> <p>11.2 All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, Bengaluru and his decision, in writing, shall be final and binding on the Service Provider/Contractor/Vendor. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Bengaluru only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.</p>
I. Force Majeure	
12.	<p>12.1 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 Service Provider/Contractor/Vendor of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of Service Provider/Contractor/Vendor concerned.</p>
J. Disclaimer	
13.	<p>13.1 Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects.</p> <p>13.2 The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.</p> <p>13.3 While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or</p>

	regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
K. Confidentiality Statement	
14.	<p>14.1 The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.</p> <p>14.2 The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.</p> <p>14.3 This Tender Document does not purport to contain all the information each tenderer may require.</p> <p>14.4 This tender document may not be appropriate for all person, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.</p> <p>14.5 Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.</p> <p>14.6 The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.</p> <p>14.7 This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).</p>
Section V.2: Specific Conditions of Contract (SCC)	
	<p>1.1 The contract, if awarded shall be initially valid for a period from November 01, 2019 to October 31, 2020. The Bank reserves the right to extend the period of contract for a further period.</p> <p>1.2 The successful tenderer shall install machines (minimum 5, the number may vary based on demand and two persons per machine to maintain all the machines) inside the Bank Premises at places identified by the Bank.</p> <p>1.3 The person shall also act as coordinator for smooth functioning and co-ordinate with Assistant Manager, Industrial Relations, RBI, Bengaluru for all issues related to service, deployment, etc.</p> <p>1.4 Service Provider/Contractor/Vendor shall be responsible to provide adequate manpower in order to provide continuous service and in the absence of any workforce, a suitable substitute shall be posted.</p> <p>1.5 A local representative of supplying agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and for ongoing co-ordination with HRMD, RBI, Bengaluru.</p>

- 1.6 All the departments of the Bank function from Monday to Friday and only a few departments on the ground floor & at 2nd floor of the Bank (Main Office building) function on Saturdays except 2nd and 4th Saturday (Only one machine/as may be specified by the Bank will work on working Saturdays). The Bank observes all public holidays declared by the State Government under Negotiable Instruments Act. The working hours in the Bank for coffee/tea/ Filter Coffee will be generally from 10.00 AM to 6.00 PM on Monday to working Saturday.
- 1.7 The quantity of coffee/ tea/ Filter Coffee to be served shall be 100 ml per cup. The percentage of fresh milk and water in tea and coffee will be as per Bank's specification. A daily consumption report shall be submitted to Assistant Manager, Industrial Relations, RBI, Bengaluru.
- 1.8 Sufficient stocks of all the varieties of tea (Assam, Lemon, Ginger), Green Tea, Coffee, Fresh Milk etc. offered in the quotation shall be maintained and supplied by the vendor.
- 1.9 Beverages shall be served in 150ml size of good quality cups & saucers. These cups as also require good quality stirrers shall be provided by the vendor.
- 1.10 The person maintaining the machines shall clean the installed machines daily. Preventive maintenance of machines shall be taken up on weekly basis by Service Provider / Contractor / Vendor at his / her own cost. Service Provider / Contractor / Vendor shall ensure that the machines are regularly cleaned and hygiene standards are maintained. Service Provider / Contractor / Vendor shall ensure uninterrupted functioning of machines.
- 1.11 The vendor's staff shall maintain personal hygiene.
- 1.12 Service Provider/Contractor/Vendor shall get the medical examination done for its workforce (to be deployed for the purpose). It shall ensure that personnel deployed in preparing coffee/ tea/ Filter Coffee are free from any contagious or communicable diseases and shall arrange for their regular Health check-ups (twice a year). The cost of the health check-up shall be borne by the Agency and not by RBI. The documentary evidence in this regard shall be furnished to the Bank within 15 working days from the date of commencement of contract and thereafter in January and July every year i.e.
- 1.13 Within a fortnight of new employee commencing work.
- 1.13.1 Within a fortnight of the half yearly check-up.
- 1.14 The Bank shall provide water for tea and coffee, electrical points for installation and operation of vending machines, space for storage of crockery, raw material for Tea/Coffee/ Filter Coffee (Sugar, Tea Sachet, Coffee Beans etc.) and cleaning material.
- 1.15 The Bank shall deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the vendor.
- 1.16 Service Provider/Contractor/Vendor shall submit details, such as names,

residential address, age, etc., along with recent photograph of its workers to be deployed by it in the premises of the RBI, Bengaluru. For the purpose of proper identification of the employees of Service Provider/Contractor/Vendor deployed for the work, it shall issue uniform as also identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at all times during their presence in the Bank's premises.

1.17 Service Provider/Contractor/Vendor shall have a procedure to conduct police verification of its workforce (to be deployed for the purpose) and shall be responsible for their conduct/ irregular behaviour. A copy of the Police Verification report shall be submitted to HRMD, RBI Bengaluru within a month of commencement of work or immediately on engagement of new manpower in RBI Premises.

1.18 The person deployed by Service Provider / Contractor / Vendor for the services mentioned above shall be the employees of Service Provider / Contractor / Vendor for all intents and purposes and that the person so deployed shall remain under the control and supervision of Service Provider / Contractor / Vendor and in no case, shall a relationship of employer and employee between the said person and the RBI, Bengaluru shall accrue/arise implicitly or explicitly. It shall be the responsibility of Service Provider / Contractor / Vendor to ensure that no liability on this count should devolve on RBI, Bengaluru in any manner whatsoever. Service Provider / Contractor / Vendor shall obtain a declaration from the person deployed of having understood the same and also undertaking that they shall not raise or make any such claims against RBI, Bengaluru, and submit the declaration and undertaking to the bank. The person deployed shall not have any right to claim employment in the Bank.

1.19 In case, any of the person so deployed by Service Provider/Contractor/Vendor does not come up to the mark of efficiency professed, implied or expressly, by Service Provider/Contractor/Vendor or does not perform his/her duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, Service Provider / Contractor / Vendor shall immediately withdraw such person(s) and take suitable action against such person(s) on the report from the RBI, Bengaluru in this respect. Further, Service Provider / Contractor / Vendor shall immediately replace such person even without any demand from the RBI, Bengaluru.

1.20 Service Provider/Contractor/Vendor shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank's people and/or property.

1.21 The Performance Bank Guarantee furnished by Service Provider / Contractor / Vendor shall be invoked in the event of unsatisfactory performance of Service Provider / Contractor / Vendor and / or loss / damage, if any, sustained by the RBI, Bengaluru on account of failure or negligence of the workers deployed or in the event of breach of the agreement by the vendor.

- 1.22 Service Provider / Contractor / Vendor shall comply with or cause to be complied with the Notifications issued by the Government from time to time in regard to payment of wages and the requirements of the laws relevant to payment of wages and submission of periodical returns to the authorities concerned. Service Provider / Contractor / Vendor shall pay the Government of India notified minimum wages and all other dues which the person deployed are entitled to receive under the provisions of Minimum Wages Act, 1948 and other relevant statutory enactments stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the person deployed in the Bank's premises. Service Provider/Contractor/Vendor shall pay the wages to the manpower under this contract based on the rates notified by Government of India, Ministry of Labour & Employment as per the actual number of working days during the month.
- 1.23 The vendor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
- 1.24 Service Provider/Contractor/Vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of person and property of RBI, Bengaluru.
- 1.25 Service Provider/Contractor/Vendor shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of the RBI, Bengaluru and ensure that no such person shall create any disruption / hindrance / problem of any nature in the RBI, Bengaluru either explicitly or implicitly.
- 1.26 Service Provider / Contractor / Vendor shall keep the RBI, Bengaluru indemnified against all claims whatsoever in respect of the employees deployed by the vendor. In case any employee of Service Provider / Contractor / Vendor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of Service Provider / Contractor / Vendor to contest the same. In case RBI, Bengaluru is made party and is supposed to contest the case, the RBI, Bengaluru shall be reimbursed for the actual expenses incurred/likely to be incurred towards Counsel Fee and other expenses, which shall be paid in advance by Service Provider/Contractor/Vendor to RBI, Bengaluru on demand. Further, Service Provider/Contractor/Vendor shall ensure that no financial or any other liability comes on RBI, Bengaluru in any respect and shall keep RBI, Bengaluru indemnified in this respect.
- 1.27 Service Provider/Contractor/Vendor shall ensure that the person deployed by it do not take any article/material out of the RBI premises without a gate pass signed by the designated officials of the RBI, Bengaluru
- 1.28 The persons engaged by the Tenderer shall be the employees of the Tenderer and neither the Tenderer nor his employees shall have any right to claim any employment in the Bank. There shall be no employer-employee

relationship between the tenderer/persons deployed for the work, and the Bank.

1.29 The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case of any accident involving the employees of the tenderer.

Section VI: Standard Formats

Form 1 - Details of Technical bid

Annexure 1 - Details of Banker

Annexure 2 - Bankers Certificate

Annexure 3 - Client's Certificate

Form 2 - Details of Financial Bid

Form 3 - Proforma of Performance Bank Guarantee

PART-I : TECHNICAL BID

NAME OF THE TENDERER: _____

ADDRESS:

CONTACT NO: _____

Technical Bid by the Tenderer
(To be given on applicant's letter head)

Name of the tenderer: _____

Address: _____

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SI No.	Particulars	Details to be filled in by the Tenderer
1.	Name of the Organisation	
2.	(a) Type of organization – (whether Proprietorship / Partnership /LLP / Pvt. Ltd. / Ltd. Company). (b) Date of establishment (c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship). Please enclose relevant documents in support of the same.	
3.	Name of the proprietor / partner / directors of organization with designation.	
4.	Regd. Office/ Business Address of the organization along with Telephone No, Mobile No, Fax No and e-mail. (a) Whether having own office in Bengaluru. (b) Address of the local office at Bengaluru. (c) Name of the authorized official and his/her	

	<p>telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	
5.	<p>Work Experience: Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of Similar services for the Reserve Bank of India at any centre or government / semi government / public sector undertakings / banks / MNCs should also be given.</p>	
6.	<p>Whether average annual business turnover for the last preceding three financial years is ₹ 54 lakhs in the same line of business. Supporting documents should be enclosed in proof of turnover.</p>	
7.	<p>Income Tax Returns of last three Financial years - F.Y. 2016-17, F.Y. 2017-18 and FY 2018-19 (Self Attested Copy to be submitted)</p>	
8.	<p>Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration. (A copy of certificate/ registration to be submitted).</p>	
9.	<p>Name and address of the bankers. Please enclose a certificate in sealed envelope from the banker regarding financial standing as per format attached with this tender document. (Annex-I and II)</p>	
10.	<p>Name and address of the existing clients along with full details. The feedback from top three existing clients in Bengaluru is required as per Annex III in sealed envelopes of clients.</p>	
11.	<p>The bank Account (IFSC Code and Account Number) where payments would be received by the organization.</p>	
12.	<p>Whether blacklisted by any authority and/or client. If yes, details thereof:</p>	
13.	<p>Whether penalised/convicted in connection with similar business. If yes, details thereof:</p>	

Copies of Documents required to be submitted for Technical Bid:

1. Audited annual financial statements (F.Y 2016-17, F.Y.2017-18 and F.Y. 2018-19).
2. Income Tax Returns of last three Financial Years i.e. F.Y 2016-2017, F.Y.2017-2018 and F.Y. 2018-2019.
3. Details of Banker ([Annex I](#))
4. Bankers certificate on financial standing ([Annex II](#))
5. List of clients (Clients in Bengaluru is preferable).
6. Client Feedback ([Annex III](#)) from Top 3 clients in Bengaluru).
7. Incorporation documents.
8. Copy of the PAN, TIN and GST Registration wherever applicable
9. Any other document/s (Pl. specify)

The Bank reserves the right to call the proof/verify the furnished information.

DECLARATION:

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.
3. I/We also agree that my/our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I(Technical Bid) of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and tenderer. I/We also agree to keep the earnest money 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 the tender either in full or in part without assigning any reason therefore.

Signature
Name and seal of the Tenderer

Details of Bankers

(To be given on applicant's letterhead)

Particulars	Banker 1	Banker 2
Name of the Branch and its complete Postal Address including IFSC and e-mail id.		
Name and Job-title of the Branch Manager / Relationship Manager along with his/her Telephone No(s) and E-mail id		
Type of Account and Account Number		
The period from which the Service Provider/ Contractor/ Vendor/ Individual / Proprietor has been banking with the Banker (Specify number of years and months).		
Any other information which the Service Provider/ Contractor/ Vendor/ Individual/ Proprietor may like to furnish about its Bankers.		

Form of Bankers' Certificate from a Scheduled Bank

(To be arranged by the Tenderer)

(To be given by the banker on its letter head and in a sealed envelope addressed to RBI, Bengaluru)

1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)
2. Name/s of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last preceding 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Nature of dealings and opinion thereon
6. The period from which the firm has been banking with the bank.
7. Any other remarks.
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹ 54 lakh.

(Signature)

Authorised Signatory of the Bank Branch

Note:

1. Bankers' certificates should be on letter head of the Bank (in sealed cover).
2. The certificate to include names of all partners and directors of the party as recorded with the Bank.

Client's Certificate Regarding Performance of Contractor
(To be given on its letterhead by client in sealed envelope)

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

(Authorised signatory of the Client)

PART II – FINANCIAL BID

Details of Financial bid

Note: The rates have to be filled by the tenderer online in the MSTC portal only.
Kindly do not upload this document.

E-TENDER FOR INSTALLATION AND MAINTENANCE OF FRESH MILK TEA/COFFEE/ FILTER COFFEE VENDING MACHIINES AS ALSO FOR SUPPLY OF MANPOWER				
Items (Premium Quality)	Description	Quantity* (cups) (A)	Rate Per Cup (B)	Total (AxB)
Tea with Milk	Assam	6000	<i>Do not fill here</i>	<i>Do not fill here</i>
Tea: Flavoured	Lemon Tea / Ginger Tea	2500	<i>Do not fill here</i>	<i>Do not fill here</i>
Green Tea	Regular Green Tea	4500	<i>Do not fill here</i>	<i>Do not fill here</i>
Coffee with Milk	South Indian Filter Coffee	8000	<i>Do not fill here</i>	<i>Do not fill here</i>
Black Coffee	Regular Black Coffee	1000	<i>Do not fill here</i>	<i>Do not fill here</i>
Manpower Charges	As per the rates notified by Government of India, Ministry of Labour & Employment based on the actual number of working days during the month. (Kindly do not quote State Government rates)	1 Supervisor and 11 Workmen	<i>Do not fill here</i>	<i>Do not fill here</i>
Total (Inclusive of GST)				<i>Do not fill here</i>

*The quantity mentioned above is the indicative monthly average consumption, actuals may vary based on taste and demand.

Note: Prices quoted are inclusive of all ingredients i.e. premium quality cups & saucers, premium quality biodegradable stirrers, fresh milk, sugar sachets, ingredients and INCLUSIVE OF ALL TAXES viz., GST etc.

- Fresh milk should be of a reputed brand and good quality.
- Sugar sachet of only reputed brands to be supplied.
- All Personnel must be paid at least Minimum wages as fixed by Central Government from time to time. **Kindly do not quote rates notified by State Government.** EPFO, ESIC contributions as applicable and other statutory provisions are to be followed mandatorily.

Pro forma of Performance Bank Guarantee

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

No. _____ Date _____

To:

The Regional Director
(Karnataka)
Reserve Bank of India
Human Resource Management Department
10/3/8, Nrupathunga Road, Bengaluru 560001

Dear Sir,

In consideration of your agreeing to award work to M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for INSTALLATION AND MAINTENANCE OF FRESH MILK TEA/ COFFEE/ FILTER COFFEE VENDING MACHIINES AS ALSO FOR SUPPLY OF LABOUR FOR MAINTENANCE OF THE VENDING MACHINES IN THE BANK'S PREMISES To RESERVE BANK OF INDIA, Bengaluru as per their Tender dated _____ and your General/Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon /set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ₹2,50,000/- (Rupees Two Lakhs Fifty Thousand only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹2,50,000/- (Rupees Two Lakh Fifty Thousand only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said

Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force 60 days after the day of expiry of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of ₹2,50,000/- (Rupees Two Lakh Fifty Thousand only) as aforesaid.

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

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

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

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

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

uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

13. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

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

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to ₹2,50,000/- (Rupees Two Lakh Fifty Thousand only). Unless a written claim is lodged on us for payment under this guarantee before the expiry date, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

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

SIGNED AND DELIVERED

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

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

BRANCH MANAGER

(Banker's Seal)

Address _____