



**Reserve Bank of India
Human Resource Management Department
Belapur Office
Navi Mumbai**

**E-Tender for Providing Catering Services at Staff Canteen at
Reserve Bank of India, Belapur**

Tender No. - **RBI/Belapur/HRMD/10/22-23/ET/67**

Reserve Bank of India, Belapur Office invites E-tenders under Two – Bid system (Technical & Financial bid) on the captioned subject.

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

The last date for submission of e-tender on MSTC portal (www.mstcecommerce.com) is June 01, 2022.

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

**Chief General Manager
Belapur, Navi Mumbai**

DISCLAIMER

Reserve Bank of India, Human Resource Management Department, Belapur, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Reserve Bank of India in submitting the e-tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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

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2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

IMPORTANT INSTRUCTIONS FOR E-TENDER:

Tenderers are requested to read the terms & conditions of this Tender before submitting their online Tender.

The 'TECHNICAL BID' and the 'FINANCIAL BID' (Part - I & Part - II) are to be submitted online (ONLY) at www.mstcecommerce.com/eprochome/rbi

Process of e-Tender:

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

SPECIAL NOTE:

BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ONLINE at www.mstcecommerce.com/eprochome/rbi

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

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

In case of any clarification, please contact MSTC, before the scheduled time of e-Tender.

Contact Person (MSTC Ltd):

Sr. No.	Name	E-mail address	Contact No.
1.	Shri Tanmoy Sarkar, Deputy Manager	tsarkar@mstcindia.co.in	8349894664
2.	Ms. Rupali Pandey, Assistant Manager	rpandey@mstcindia.co.in	9458704037

3.	Centralized MSTC Helpdesk for Vendors Helpdesk at MSTC Mumbai for Vendors	helpdeskho@mstcindia.in Please mention "HO Helpdesk" as subject while sending emails "9:30 AM to 5:00 PM on all working days for all Technical issues relating to e-Tenders, System settings etc."	03323400020, 03323400021, 03323400022 033-35013220, 033-35013221, 033-35013222
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Contact Person (RBI, Belapur)

Sr. No.	Name	E-mail address	Contact No.
1	Shri Rakesh Kr. Verma, AGM	rkverma@rbi.org.in	022-27523007/ 9969921965
2	Smt. Sonal S. Pawaskar, AM	sonalspawaskar@rbi.org.in	022-27523097/ 9869289634
3	Shri Nitin C. Chinchakar, AM	ncchinchakar@rbi.org.in	022-27523135/ 9881776246
4	Smt. Yenamandra Krishna Kavya, AM	krishnakb@rbi.org.in	022-27523135/ 8142006002

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

To disable “Protected Mode” for Digital Signature Certificate (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”.

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 <https://www.mstcecommerce.com> once).

1. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbj. Bids will be opened electronically on specified date and time as given in the Tender.
2. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

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

4. 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 tender so as to give themselves sufficient time to submit the bid.

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

6. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary 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 (Reserve Bank of India, Belapur).
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e- procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor(s) 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 does not run then the vendor will not be able to save/submit / their/ his Technical bid.
- e) After filling the Technical bid, vendor(s) should click 'save' for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid

have been saved, the vendor(s) can click on the “Final submission” button to register their bid.

- f) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
- h) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- k) Reserve Bank of India reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority (Reserve Bank of India, Belapur) has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at www.mstcecommerce.com/eprochome to familiarize him/ them with the system before bidding.

NOTICE INVITING TENDER
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

1	Description of Works	Tender for Providing Catering Services at Staff Canteen at Reserve Bank of India, Belapur
2	E-Tender no	RBI/Belapur/HRMD/10/22-23/ET/67
3	Estimated Cost	₹ 45,00,000/- (Rupees Forty-Five Lakhs Only) (Annual)
4	Earnest Money Deposit	₹ 90,000/- (2% of Estimated Cost) To be deposited by the successful bidder through NEFT in favour of Reserve Bank of India, Belapur Details of NEFT- Beneficiary Name: Reserve Bank of India Beneficiary Account No. - 186003001 IFS Code – RBIS0NMPA01 (R B I S Zero N M P A Zero One) [Note: Mention Name/ Company Name of the vendor in NEFT transaction remarks]
5	Validity of Quoted Rates	09 months. The agreement may be considered for renewal for further period of two years (one year at a time) at Bank's discretion and at the mutually agreed terms and conditions between the parties.
6	Bank Guarantee for security deposit	5% of Contract Value (to be submitted by successful bidder)
7	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Commercial Bid) through www.mstcecommerce.com/epochome/rbi

8	Date of NIT available (viewing of Tender) to parties for download	May 10, 2022 at 06:00 PM
9	Transaction Fees	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited as advised by M/s MSTC Ltd.
10	Pre-bid Meeting	May 13, 2022 upto 15:00 Hrs. At 2 nd Floor, Reserve Bank of India, Sector-10, Plot No. 3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400614.
11	Date of Starting of e-Tender for Online submission on MSTC website	May 14, 2022 at 11:00 AM
12	Last Date of Submission of EMD to RBI, Belapur	June 01, 2022
13	Date of Closing of Online e-tender for submission of Technical & Commercial Bid	June 01, 2022 at 6:00 PM
14	Date and Time of Opening of Part I i.e. Technical bid	June 02, 2022 at 11:00 AM
15	Date & Time of Opening of Part II i.e. Commercial Bid	The Part-II bid of such of those tenderers, which are found eligible after scrutiny of the Part - I (Technical Bid) of the tenders only will be opened. Such bidder(s) will be intimated regarding date of opening of Part- II through email.

**Chief General Manager
Reserve Bank of India
CBD Belapur
Navi Mumbai**

Form of Tender

To,
The Chief General Manager
Reserve Bank of India
Human Resource Management Department
Belapur, Navi Mumbai
Maharashtra - 400614

Madam/Sir,

Sub: E-Tender for Providing Catering Services at Staff Canteen at Reserve Bank of India, Belapur

Having examined and understood the specifications, requirements and terms and conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and terms and conditions, conditions hereinbefore referred to, specifications, and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	E-Tender for Providing Catering Services at Staff Canteen at Reserve Bank of India, Belapur
(b)	Estimated cost	₹ 45,00,000.00 (₹ Forty-Five Lakhs Only) (Annual)
(c)	Earnest Money Deposit	₹ 90,000.00 (₹ Ninety Thousand Only)
(d)	Period of Contract	Initially, the contract will be awarded for nine months from July 01, 2022 to March 31, 2023. The tenure may thereafter be extended for a further period of two years (one year at a time) at Bank's discretion and at the mutually agreed terms and conditions, subject to satisfactory performance/service rendered by the contractor.

(e)	Validity of the quoted rates	09 months. The agreement may be considered for renewal for further period of two years (one year at a time) at Bank's discretion and at the mutually agreed terms and conditions between the parties.
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1. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
2. I/We are enclosing application along with required documents in the prescribed proforma as mentioned in tender document.
3. EMD has been paid as per the instructions given at Para 4 under Terms and Conditions.
4. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto 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.
5. I/We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of technical bid and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
6. I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against me/us. Also, I/We have neither been suspended/delisted/blacklisted by any organization for any reason nor any such proceedings are pending or contemplated. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
7. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to Reserve Bank of India verifying any or all the information furnished in this document with the concerned authorities, if necessary.

8. I/We understand that Reserve Bank of India reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason there for.

Dated this _____ day of _____ 2022.

For and on behalf of M/s -

(Signature with seal)

Name : _____

Designation : _____

Place : _____

Date : _____

Telephone No. : _____

Email : _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

1. Signature with name,
address & Telephone Number _____

2. Signature with name,
address & Telephone Number _____

General Instructions and Special Conditions

1. E-Tenders are invited from reputed and well-established Catering Contractors/hoteliers/restaurant chains for providing in-house catering services at staff canteen at Reserve Bank of India, Belapur, Maharashtra, 400 614, initially for a period of nine months starting from July 01, 2022 and extendable for a further period at the same rate/mutually agreed rate at the sole discretion of the Bank, depending on the performance of the Contractor. E-Tenders comprising duly filled in details of both Part-I and Part-II specifications of the tender should be uploaded in MSTC website under RBI portal not later than 06:00 PM on June 01, 2022.
2. Only those tenderers who fulfill the following pre-qualification criteria are eligible to apply for the tender for providing catering services at Staff Canteen at Reserve Bank of India, Belapur, Maharashtra, 400 614: -

Pre-Qualification Criteria

3. The following shall be the minimum eligibility criteria for selection of bidders technically.
 - a. **Legal Valid Entity:** The Bidder must necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or 2013. Bidder in the form of Sole Proprietorship, and Partnership is permitted. A proof for supporting the legal validity of the Bidder shall be uploaded.
 - b. **License:** The bidder should have the license to operate the catering services. Certificates issued by Food Safety and Standards Authority of India (FSSAI) are required to be uploaded as proof.
 - c. **Registration:** The Bidder should be registered with the Income Tax and registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation. Attested copies of PAN, Labour Registration, EPFO Registration, and ESIC Registration are required to be uploaded as proof.
 - d. **Number of years in Operations /Experience:** Bidders should have minimum three years of experience in the field of hospitality and catering which should be within last five years from March 31, 2022. The above experience will be counted for providing catering facilities in restaurants/government/public/private sector undertakings where the minimum number of persons was at least one hundred. Catering & Maintenance

services provided in VoF/THH/OLDR of Reserve Bank of India will also be considered as eligible experience for the above purposes.

- e. **Turnover:** The Bidder should have the minimum average turnover of ₹15 lakhs (₹ Fifteen Lakhs Only) and above per annum during last three years i.e. 2017-18, 2018-19 and 2019-20. Attested copy of the audited Balance Sheets and Profit & Loss A/c for the completed three financial years i.e. for 2017-18, 2018-19 and 2019-20 are required to be uploaded as proof.

3.1 The bidder is also required to upload the following details.

- a. Details of work above carried out by the bidder as mentioned in para 3 (d) during last 5 years regarding amount, period of the contracts along with the name, address and contact details of clients as per the format given in [Annexure-I](#).
 - b. Certificates from the clients (minimum of three clients) for having rendered satisfactory service to them by the bidder, during the last five years as per the format given in [Annexure - II](#).
4. The bidder will have to be affiliate of M/s Sodexo SVC India Pvt. Ltd and should sell the services to the staff members against payment by Sodexo Card and/ or cash payment.
 5. The Tenderer should have an office in Navi Mumbai/Mumbai/Thane/Panvel (to be supported by documentary evidence).
 6. Track record of the bidder should be clean without any involvement in illegal activities or financial frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the bidder. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
 7. The bidder must not have been suspended / delisted / blacklisted by any organization including any office of Reserve Bank of India, on any grounds.
 8. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all

disputes he/she had with his/her clients and furnish the status thereof, in the absence of the same a declaration to that effect to be furnished in [Annexure - III](#).

9. If the performance of the bidder is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization including Reserve Bank of India then the Bank reserves the right to reject the bids submitted by such bidder.
10. The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour Welfare and for other purposes such as ESI, EPF, PAN, GST, Licensing of Food Establishments etc. duly supported by documentary evidence and certificates of registration and should also upload documentary evidence to this effect.
11. The Bidder should have at least one RTGS/NEFT enabled bank account to receive payments and should submit proof for the same. [Annexure - IV](#)
12. The Tenderer must be a profit-making entity for the last three consecutive accounting years i.e. 2017-18, 2018-19 and 2019-20.
13. The Tenderer should submit Income Tax Return/ Acknowledgement/ Assessment Order and audited financial statements for the past three financial years.
14. Tenderers who qualify as above will only be eligible to tender for the work. A tender submitted by a firm, without uploading the above documents/details will be liable to be rejected.
15. **PRE-BID MEETING**
A pre-bid meeting of the intending tenderers will be held at 15:00 PM on May 13, 2022 in the New Conference Room, Reserve Bank of India, Belapur Office, 2nd Floor, Navi Mumbai - 400 614. The Bank will clarify any point/doubt raised by the bidders in respect of the tender. No separate communication will be issued for this meeting except for the change of date or time by the Bank which will be publicized on the Bank's website. All the intending tenderers are advised to be present personally or through a duly authorized representative. They may indicate points/conditions/ specifications which need to be clarified during the meeting in advance to the following e-mail id: sonalspawaskar@rbi.org.in. Issues, if any will

be clarified in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.

16. The intending bidders shall visit the site and familiarize themselves thoroughly with the site conditions, scope of work, terms and conditions of the tender on the day of pre-bid meeting. Non-familiarity with the site conditions will not be considered a reason for not carrying out the work in strict conformity with the specifications. Subsequent requests for visit to site shall not be entertained.
17. Tenders shall be submitted in two parts viz. Part I (Technical Bid) and Part II (Financial Bid) latest by 06:00 PM on June 01, 2022. Part I will be opened on June 02, 2022 at 11:00 AM. Part II bid of those vendors who qualify the requirements of technical and commercial conditions/details (part I) will only be considered for opening. Opening of Part II will be intimated to the qualified vendors separately.
18. **Bid Evaluation Criteria** - The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC and as per technical bid evaluation criteria. (Note: Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.)
19. **Validity of tender** - The tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part - 1 (technical bid), which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

Terms & Conditions

1. The contract will be initially awarded for a period of **09 months** starting from July 01, 2022. The tenure may thereafter be extended for further short periods or for a maximum period of two years (maximum one year at a time), with mutual consent, subject to satisfactory performance by the Contractor at the same price as has been accepted by the Bank for the initial tenure. The rate revision at the time of annual renewal of contract will be based on Consumer Price Index (CPI) (30%) for labour cost and Wholesale Price Index (WPI) (70%) for raw material. The terms and conditions contained in the tender document shall be treated as part and parcel of this agreement. Any decision taken by the Bank in this regard shall be final, conclusive and binding on the Contractor.

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

2. Termination Policy:

2.1 The Bank reserves the right to levy penalty and even terminate the contract at a notice of **30 days** if there is deterioration in any kind of services/ insolvency, poor/ deficient service, irregular activities, unsatisfactory/deficiency in the quality of food stuff, material, hygiene, etc. In case of any dispute in this regard, the decision of the Bank shall be final and binding. In such a scenario, the security deposit made by the caterer will be forfeited.

2.2 The Bank also reserves the right to terminate the contract by giving a notice of **30 days** without assigning any reasons thereof.

2.3 The Contractor shall not terminate the Contract for the period of minimum 1 year from the date of awarding of the Contract and thereafter may terminate the contract by giving three months prior notice in writing, in case it decides to stop the services. In the case of failure to provide the Services for the minimum period of 1 year, the Bank has the right to forfeit the Security deposit.

2.4 In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

3. The Bank reserves the right to reject any or all offers without assigning any reason there for. The Bank shall not be liable to avail of any services from any bidder as a consequence of this Tender/ Advertisement. The Bank also reserves the right to re-issue/ recommence the entire bidding process without the vendors having the right to object. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidders.

4. i. The tenderers shall pay as Earnest Money Deposit (EMD) a sum of ₹90,000.00 (**₹ Ninety Thousand only**). The Earnest Money Deposit shall be remitted to the bank Account of Reserve Bank of India, Belapur before 6:00 PM of June 01, 2022. The tenders submitted without EMD will be rejected. The account details for NEFT transactions are as follows.

The account details for NEFT transactions are as under:

Beneficiary Name: RBI Belapur

Beneficiary A/c No: 186003001

IFSC: RBIS0NMPA01 (fifth and tenth character is zero)

Proof of remittance with transaction number (Scanned copy) shall be attached/uploaded.

ii. The Earnest Money Deposit of the successful tenderer shall be retained and adjusted towards Security Deposit. EMD so retained shall also not bear any interest.

iii. The Earnest Money Deposit of the vendors who do not qualify the requirements of pre-qualification criteria will be refunded/returned to them, without any interest on non- acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II (Financial Bid) shall be refunded/returned to them without any interest after finalization of the tender.

5. i. Successful bidder shall submit a Performance Bank Guarantee of an amount of **₹2,25,000 (₹ Two Lakh Twenty-Five Thousand only)** equal to 5% (five percent) of the contract value in lieu of the Security Deposit along with letter of acceptance, towards security deposit for the due fulfillment of the contract valid after two months of the period of the contract. On submission of Bank Guarantee, the EMD amount of **₹90,000 (₹ Ninety Thousand only)** shall be refunded to the contractor. The contractor shall not claim any interest thereon. The Bank Guarantee shall be renewed for a further period in case of renewal of the contract by the Bank.
 - ii. On payment of the security deposit, the contracting firm shall be required to enter into an Agreement/ Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank.
 - iii. If the successful bidder fails to comply with the terms and conditions of the Agreement/contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority of the Bank.
 - iv. All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts within ten days of issue of demand notice by the Bank.
6. The contractor shall provide Catering services as specified in the “General Instructions and Special Conditions and Work Specifications /Scope of work” of this document.
7. The contractor shall comply with all municipal and other regulatory/statutory requirements relating to preparation and sale of food stuff, beverages & refreshment and shall obtain necessary licenses & permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act 1970 and any other applicable Central/State/Local authorities laws/regulations at his/her own cost. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations/statutory requirements governing the running of such establishments.

- 8.** The Contractor shall be registered with the Central / State Body concerned and shall abide by all State Labour/ Government of India (Ministry of Labour) rules and regulations applicable and all other Statutory Acts/ Regulations and rules relevant to this contract, including Works Contract Act, Contract/ Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, the Payment of Gratuity Act 1972, the Payment of Wages Act 1936, the Minimum Wages (Central) Rules 1950, EPF Act 1952 and ESI Act 1948, Provident Fund Act, ESI, etc., and shall indemnify the Reserve Bank of India against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
- 9.** In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the contractor's end only. The Contractor shall indemnify Reserve Bank India, Belapur suitably. The personnel/staff of the contractor will have no claim whatsoever against Reserve Bank of India and it shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against Reserve Bank of India and they shall not raise any industrial dispute, either directly and / or indirectly, with or against Reserve Bank of India, in respect of any of their service conditions or otherwise.
- 10.** The Contractor shall indemnify and keep indemnified, defend and hold good the Reserve Bank of India, Directors, its officers, employees and agents against loss, damage or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.
- 11.** The Contractor shall not engage 'Minors' for catering service in the Bank.
- 12.** The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of the Bank for any purpose other than those expressly provided in the contract. It shall be open to officials of the Bank to inspect the canteen and Kitchen at any time.

- 13.** The contractor shall be responsible for taking adequate care and regular cleaning of all equipment, utensils, etc. He/ She should bring to the notice of the Bank, the repairs, specialized cleaning of Chimney and any other major maintenance work due to normal wear and tear that are required to be undertaken from time to time, the cost of which will be borne by the Bank. If any repairs of the equipment are to be made on account of mishandling/ negligence of the workmen, except normal wear and tear, the said items shall be repaired by the contractor at his/ her cost.
- 14.** The contractor or his/ her authorized representative has to attend the review meetings whenever convened or as and when required, for discussion, evaluation of performance of the contract, and compliance to statutory issues, etc.
- 15.** In the event of any damage being caused to the movable or immovable property of the Bank or its client or to the property of the employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the contractor or from the amount payable to the contractor by the Bank and recover the remaining amount, if any, by way of civil damages.
- 16.** The contractor shall not use the Trademark and/or trade name of the Bank or letterhead of the Bank and the relationship between the contractor and the Bank being on principal-to- principal basis, the contractor shall not hold himself/ herself as an agent of the Bank.
- 17.** The contractor shall not use the Bank's address on his letterhead/ stationery for purposes of Registration with any Government/ Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/ employee on the Bank's premises.
- 18.** To ensure effective implementation of this contract, the Chief General Manager or an authorized official of the Bank shall issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this contract

and shall be binding on the contractor. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Chief General Manager, RBI Belapur shall be final and binding on the contractor.

19. It shall be the contractor's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.
20. Bank reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the Bank to do the aforesaid.
21. The Contractor shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.
22. The Caterer shall provide proper receptacles (dustbins) for throwing refuse from the kitchen, canteen area, and shall arrange at his own cost, for prompt removal of such refuse, from the canteen every day.
23. No advance shall be paid to the Contractor. The rates quoted would be valid for a period of one year. No request for upward revision in the rates will be considered during the validity period of the contract.

24. Contractor's Employees

- i. The contractor shall provide adequate number of staff which includes a Manager/Supervisor to manage the requirements of the Bank at all times.
- ii. On occasions when the number of Officers/staff are more in number or the Bank organizes any event, the contractor will be required to deploy additional number of service personnel at no extra cost.

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

- iii. The contractor shall have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by him/her. The catering staff is to be allotted duties individually and not given sundry work.
- iv. Residential accommodation shall not be provided by the Bank to the workmen of the contractor.
- v. The employees engaged by the contractor shall be trained and experienced people having good health, character; well behaved, obedient and skillful in their tasks.
- vi. The contractor shall furnish list of his/ her employees to be deployed at the Bank, along with their qualifications, experience, address, photos, etc.
- vii. The Contractor shall ensure that his/her employees observe cleanliness and are properly dressed in clean uniform with hand gloves, head caps & identity cards, during their hours of service.
- viii. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by the contractor and the Bank shall not be responsible in case of any eventuality.
- ix. The contractor shall take prior permission from the authorized official of the Bank before deploying any employee at the Bank. However, the Bank reserves the right to reject any particular workmen/ staff placed/ employed by Contractor under the contract with the Bank, without assigning any reason thereof.
- x. The Contractor shall furnish a detailed duty chart of the employees deployed by him, at the beginning of every month, and keep informed the Bank of any changes made in the duty chart from time to time.

- xi. The successful contractor shall organize medical examination of all the staff within a month of taking over the work, from any Government/Private hospital and furnish the medical reports to the Bank. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services immediately and suitable replacement shall have to be arranged forthwith. Contractor has to also submit Police Verification report of its employees to RBI for record.
- xii. The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes drug, prohibited substances, smoking, etc., while on duty or otherwise inside the Bank premises. The Contractor shall remove any employee who in the opinion of the Bank is guilty of misconduct or is in any manner unfit or unsuitable for service. The Contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.
- xiii. The caterer is responsible to comply with the provisions of the Workmen Compensation Act, 1923 / Employee State Insurance Act, 1948.
- xiv. The successful Contractor shall take "all-risk policy" for the contract value and "workmen compensation policy" for the workers engaged in the work for one year to be renewed thereafter if the contract is renewed by the Bank. The Contractor shall indemnify the Bank for any loss or damage that occurs to person(s) or building or a third party during the period of contract. If the Contractor does not take out these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the contractor. Copy of the insurance policy is to be submitted to the Bank within a month from award of contract, failing which, the Bank reserves the right to terminate the contract.
- xv. Bank shall not be responsible for any injury, accident, disability or loss of life to the contractor or to any of its personnel that may take place while on duty or otherwise. Any

compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them and submit a proof to this effect.

- xvi. The Contractor should make suitable arrangements for taking insurance cover against personal injuries etc. likely to be suffered by the labourers engaged by him in connection with the contract and he shall ensure that the insurance cover is kept alive during the currency of the agreement. The amount and type of insurance cover will be decided by the Bank from time to time.
- xvii. The work men/employees engaged by the Contract or shall not have any right/claim over the facilities enjoyed by the Bank's staff/guests, etc. The contractor's employees shall not have any employee-employer or master- servant relationship with Bank.
- xviii. The Contractor shall take appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement is fully satisfied.
- xix. **The Contractor shall ensure:**

That all instructions, guidelines and specifications issued to the Contractor by the Bank are clearly and effectively communicated by the Contractor to its employees and personnel;

That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of Reserve Bank of India is not compromised;

That no action of the Contractor and / or its employees and/or personnel shall violate prevailing laws and regulations. The Contractor shall not engage any staff with criminal

background against whom there is any complaint registered with the law enforcement agencies.

25. Failure to Exercise the Bank's rights

Any omission on the part of the Bank at any time to exercise any of its rights under the terms of engagement of the catering contractor shall not be deemed to amount as waiver on the part of the Bank of its rights and in no way impair or affect the validity of the terms and the privilege of the Bank to enforce its rights at any time subsequently.

26. Tenancy Rights

Nothing herein contained shall be construed to create any tenancy of the Canteen premises in Contractor's favor and the Bank may of its mere motion effect the termination of this catering arrangement, re-enter and retake and absolutely retain possession of the canteen premises. The Catering Contractor shall not carry on in the said premises, any business other than running the said Canteen services. He shall not make any changes, additions or alternations in the said premises without permission of the Bank.

27. Licenses and Registrations

- i. The Contractor shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.
- ii. The Contractor shall register with the Registrar of concerned Central/ State Body and shall abide by State Labour/ Government of India (ministry of Labour) rules and regulations and all other Statutory Acts/ Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act and amended from time to time, Payment of Wages Act 1935 and amended from time to time Provident Fund Act, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the Principal Employer (the Bank) against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

- iii. The Contractor shall comply with all requirements of laws, statutes, rules regulations with regard to the provision of labour laws and other related laws and ensure that an appropriate license from concerned labour department is obtained. It shall be the responsibility of the Contractor for furnishing necessary statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

28. In case of any dispute between the tenderer and RBI about the execution of contract, the interpretation and decision of RBI will be final and will be binding on the tenderer.

29. Non-disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

30. Sexual Harassment of women at workplace

The Contractor shall be solely responsible for full compliance with the provisions of the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013 (SH Act). 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 Contractor or Local Committee constituted under the SH Act and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of

the Bank shall be taken cognizance of by the Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the contractor is proved by the Committee. The person/employee involved in sexual harassment of the Bank's employee shall be removed from the Bank's premises till the enquiry is completed and if such person is found to be guilty, he may be permanently removed from the Bank's premises. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

31. ONE BID PER BIDDER

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be liable to be rejected without assigning any reason thereof.

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

33. Signing of Contract Agreement

- i. The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- ii. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.

- iii. 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. Otherwise, the tender may be rejected.
- iv. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement provided by the Bank. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- v. The contractor shall not assign the contract to any third party. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to other remedies against the Contractor.

34. The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

35. Debar/Disqualification

If any certificate/documents enclosed or details furnished by the contractor are found to be incorrect/fake/bogus tampered with or information not disclosed, the contractor shall be debarred and shall not be awarded any future work in Reserve Bank of India. Joint ventures or partnership firms or any other nature of firms in which the contractor is a party shall also not be awarded any work. The contractor in such event shall also be liable to be placed in negative list and shall be disqualified from participating in any tender floated by the Bank for a period of three years. In the event of failure to execute the work after award of the work, the Bank reserves the right to debar the contractor, its associates and entities in which it is interested from award of any contract in the Bank. The Bank also reserves its right to debar the contractor who fails to discharge the contractual obligation under this contract, from participating in any tender or from award of any work in the Bank for a period of three years.

The Bank shall issue a 10 days' notice to the contractor before debarring the contractor and consider reply, if any, given by the Contractor to such notice. The decision of the Officer-In-Charge shall be final in this regard.

36. Clarification of Tenders

- i. To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the tenders.
- ii. 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.

37. The terms and conditions mentioned in the tender document shall form the part and parcel of this agreement.

I/We have read the Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of the authorized person: _____

Name of the signatory : _____

(In block capital letters)

Status of the signatory i.e. proprietor / partner/director:

Date: _____

Work Specifications/ Scope of Work

1. During the contract period, the contractor shall be responsible for the following:
 - i. The canteen services shall normally be provided at the Staff Canteen in the Annex Building adjacent to the main building of Reserve Bank of India, Belapur or at any other place as approved by the Bank within the Bank's premises.
 - ii. The Contractor shall provide canteen items at the rates quoted by them in the financial bid. Rates for any new items introduced will require prior approval of the Bank.
 - iii. The contractor shall provide infrastructure for electronic payment viz. POS, Sodexo card machine. The contractor shall accept Sodexo meal coupon card along with debit card/credit card/cash against the breakfast/lunch/snacks items served to the Bank's staff, by him/her. The contractor will claim the amount against Sodexo EMCs/coupons directly from the Sodexo SVC India Pvt. Ltd. The Bank shall not be responsible for any claims, in this regard.
 - iv. Breakfast in the morning, lunch in afternoon and snacks in the evening shall be provided in the canteen.
 - v. The contractor shall run the Staff Canteen on all working days (that is, Monday to Friday) of the Bank and on such other days as may be required by the Bank.
 - vi. The staff canteen shall be kept open during such timings as may be stipulated by the Bank from time to time. However, if required by the Bank, services will have to be provided beyond office hours.
 - vii. The Contractor shall have to serve Special lunches/High Tea/ Special Tea as and when required for which prior information shall be given by the Bank.

- viii. Providing snacks and tea/ coffee/ juice services to the participants, office staff, and guests for the meetings/ events organized on special occasions by the Bank during office hours, after office hours and on holidays, if so required.
 - ix. Contractor shall have to provide full day meal to ZTC trainees as and when required by the ZTC, Belapur, payment of which will be done by the ZTC, Belapur as per the rates quoted by the bidder in financial bid.
 - x. Apart from that, The Contractor may be asked to arrange / provide snacks, cakes, outside food items etc., as and when required by the Bank, reimbursement of which will be done by the Bank on the agreed terms on mutual consent.
2. The Contractor shall supply and serve wholesome and hygienic meals and snacks in accordance with the menu as stated in Financial Bid and at the rates as agreed in the contract.
3. Good quality and branded raw materials/oils should be used for cooking the items. The oil should be of branded companies like Saffola / Sundrop / Fortune etc. The rice to be served in the lunch should be of good quality. Recycling of cooking oil is not permitted. The Caterer should also maintain the cleanliness of Kitchen and Dining hall.
- 4. Infrastructure to be provided by the Bank**
- i. The infra-structure currently available in the canteen i.e. furniture, utensils, kitchen equipment's will be made available to the caterer.
 - ii. Electricity connections/points for electrical equipment etc.
 - iii. Kitchen area with gas connection for cooking. The cost of LPG refilling, edible materials and transportation will be borne by the Contractor. Electric stoves shall not be used for preparation of food. Use of Kerosene is prohibited in the Bank's premises.
 - iv. It is the duty of the Contractor to properly handle the crockery/cutlery/various gadgets etc. provided by the Bank. Cost of breakage/loss, if any, of the aforesaid items, would be recoverable from the Contractor. The decision of the Bank will be final in this regard.

- v. Bank may consider providing additional infra-structure, if found necessary.

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

5. Kitchen & Dining Area – Cleanliness and Hygiene

- i. The Contractor shall ensure that the food is cooked in the Staff Canteen itself. Highest standards of hygiene, which will be verified periodically by the Bank have to be maintained. In case of unsatisfactory/unhygienic quality of food item(s) or lapse in services rendered or any breakage/shortage, etc. deductions will be made as penalty which will be solely decided by the Bank. The kitchen will be under the constant supervision of the Bank and any lapse will be viewed seriously by the Bank.
- ii. The contractor shall also maintain the cleanliness of Kitchen and Staff Canteen. Cost of cleaning material shall be borne by the contractor.
- iii. The Contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The Contractor shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

6. Penalties

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

- i. Use of abusive language or behavior with the Bank's staff in a manner demeaning to them.

- ii. Non-wearing of proper uniforms or wearing untidy uniform by the contractor's staff.
- iii. Change of employees without intimation and approval of the Bank.
- iv. Non-maintenance of statutory and other registers/documents or non-submission of required documents sought by the Bank / non-submission of documentary evidence for payment of wages.
- v. Employment of Minors/ Wages not being paid as per Central Government instructions in this regard
- vi. The Contractor shall keep a suggestion book to be provided by Bank to record any suggestion/complaints on performance of services, from the Bank 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 taken to avoid their recurrence. The Contractor shall attend to all the complaints and address the same as early as possible to the satisfaction of the Bank.
- vii. In case of any dispute, the decision of the Bank will be final and binding.

I/We have read the detailed Scope of Work explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of the authorized person: _____

Name of the signatory: (_____)

(In block capital letters)

Status of the signatory i.e. proprietor / partner/director: _____

Date: _____

Annexure - I

Profile of the Bidder – Experience - List of similar works being executed/completed by the Bidder during the last 5 years

Sl. No	Name & Address of the organization for whom the work is being executed	Name/s of contact person/s and their telephone no.	Maximum Person catered/day	Value of the work executed (in ₹)	Duration of the Contract
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Client's Certificate Regarding Performance of Contractor

Name & address of the Client _____

Details of Works executed by M/s _____

Sl. No	Description	To be filled /approved by the Client
1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Duration of work	
5	Details of compensation levied for deficiency in service (indicate amount) if any	
6	Name and address of the authority under whom works executed	
7	Comments on the capabilities of the Contractor	Excellent/Very Good/ Good/ /Poor
	a Hygiene	
	b Quality of raw materials used	
	c Mobilization of manpower	
	d General behavior	

Note: All columns should be filled in properly

Signature with Office seal: _____

Name (In Block Letters): _____

Designation: _____

Date: _____

Declaration

I/We solemnly hereby declare that:

- i. The firm/company is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the bidder.
- ii. The firm/company has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- iii. The firm/company has not been suspended / delisted / blacklisted by any organization including any Office of Reserve Bank of India, on any grounds.
- iv. The firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company shall give details of all disputes it had with its clients and furnish the status thereof.

Signature of the authorized person: _____

Name of the signatory: (_____)

(In block capital letters)

Status of the signatory i.e. proprietor / partner/director: _____

Date: _____

Details of Bankers

Name of the Banker-	
Name of the Branch and its Complete Postal Address	
Name and job title of the Contact Person along with his/her Telephone No(s) and Fax No(s)., etc.	
Type of Account	
Account Number	
IFS Code	
Whether Credit facility / Overdraft Facility enjoyed by the bidder	
The period from which the bidder has been banking with the Banker	
Any other information which the bidder may like to furnish about its Banker	
Authorized Signatory (With Name and Seal)	

Proforma of Performance Bank Guarantee

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

Place: _____

Date: _____

The Chief General Manager
Reserve Bank of India
CBD Belapur
Navi Mumbai-400 614

Madam/ Dear Sir,

Contract for providing Catering Services at Staff Canteen at Reserve Bank of India, Plot No 3, Sector – 10, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai, through its office at Reserve Bank of India, Post Box No.15, Sector 10, Plot No.3, H. H. Nirmaladevi Marg, CBD Belapur, Navi Mumbai - 400 614 (hereinafter called "the RBI") has awarded the Contract for the captioned work (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 under the said contract the Contractor is bound by the said Contract to submit to RBI, Belapur a Performance Bank Guarantee (**5% of Contract value**) for a total amount of ₹_____ (Rupees_____ only) (Amount in figures and words) 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 RBI, an amount not exceeding ₹._____ (**Rupees_____ only**) (**Amount in figures and words**) as Performance Guarantee for due fulfilment of 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 RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said 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 RBI, pay without demur to RBI, a sum of ₹. _____ (Rupees _____ only) (Amount in figures and words) or any lower amount that may be demanded by 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 ₹. _____ (Rupees _____ only) (Amount in figures and words)

2. We also agree to undertake and confirm that the sum not exceeding ₹. _____ (Rupees _____ only) (Amount in figures and words) as aforesaid shall be paid by us forthwith without any demur or protest, merely on demand from 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 RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We 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 RBI immediately on receipt of the notice as aforesaid.

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

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

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, mail, 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.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract 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 ₹. _____ (Rupees _____ only) (Amount in figures and words) Our

liability under these presents shall not exceed the sum of ₹. _____
(Rupees _____ only) (Amount in figures and words).

b) Our liability under these presents 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.

c) This guarantee shall remain in force up to.....(Sixty days beyond the expiry of contract period) provided that if so desired by 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.

d) 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 suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee

e) 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

f) 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 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 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 and Seal 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:

Witness 2

Signature:

Name:

Address:

(**Note:** This Bank 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).

E-Tender for Providing Catering Services at Staff Canteen at Reserve Bank of India, Belapur

Part I - Technical Bid - Application form

Sl. No.	Particulars	To be filled by the Bidder	Remarks
1	Name of the bidder / firm / organization / company		
2	Type of firm/organization (Proprietorship/ Partnership/ Private Ltd etc. (Furnish copies of partnership / memorandum of articles of association etc.)		Attach Proof & Mark it as Encl. 1
3	Name of the proprietor /partners /directors of the firm		
4	Year of Incorporation / registration		
5	Registered address of the firm		Attach Proof & Mark it as Encl. 2
6	Name, designation, telephone nos., email of the contact person / authorized signatory		
7	License for providing catering (Registration under shops & Estt. Act& FSSAI Certificate). Attach Copy		Attach Proof & Mark it as Encl. 3
8	Whether the firm has been in business of in-house multi-cuisine catering for at least 3 years in the last five years from 31 March 2022 (Yes / No)		Ensure Annexure - I attached duly filled
9	Annual turnover of the firm for last 3 years (in Rs. lakh) (Should have minimum average turnover of ₹ 15 Lakhs per year,	i. FY2017-18 ii. FY2018-19 iii. FY2019-20	Attach proof & mark it as Encl. 4, 5 & 6.

	Furnish copies of audited balance sheets and profit & loss account)		
10	Details of Registration (Firm, Company etc.)	Registering Authority	Attach proof & mark it as Encl. 7
		Date	
		Number	
11	Registration Nos. under various Statutory Acts viz. GST, EPF, ESI, Labour License (copy of registration certificate to be enclosed)		
a	GST		Attach proof & mark it as Encl. 8
b	PF		Attach proof & mark it as Encl. 9
c	ESI		Attach proof & mark it as Encl. 10
d	Labour Identification Number		Attach proof & mark it as Encl. 11
e	PAN (Copies of income-tax returns for last 3 years to be enclosed)	i. FY2017-18 ii. FY2018-19 iii. FY2019-20	Attach proof & mark it as Encl. 12
12	Whether involved in any litigation earlier with any organization? If so, please submit the details.		Attach proof & mark it as Encl. 13
13	Any civil suits pending in any of the works executed? If so, furnish details.		
14	Whether EMD for ₹90,000/- paid and Proof/Slip of Statement for the payment of EMD enclosed?		Attach proof & mark it as Encl. 14

15	Bank account details for refund of EMD. Please enclose a copy of cancelled cheque.		Attach proof & mark it as Encl. 15
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DECLARATION

1. The information we provide 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 awarded the contract.
2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
3. I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in General terms and conditions.
4. I/We also agree that our track record is clean and it free of illegal activity or, financial irregularities. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process / being awarded the contract.
5. 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.
6. I/We understand that the Reserve Bank of India, Belapur reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature:

Place: _____

Name: _____

Date: _____

Address: _____

Seal of the Bidder:

Copies of Documents required to be submitted for Technical Bid:

- a) Trade License
- b) Registration under shops & Establishment Act License for providing catering (Registration under shops & Estt. Act & FSSAI Certificate)
- c) Copies of Registration Certificates of the Company/ firm/ agency issued by the relevant authority.
- d) List of Clients and Feedback from top three existing clients.
- e) Audited annual financial statements for last 3 years i.e. F.Y. 2017-18, F.Y. 2018-19 and F.Y. 2019-20.
- f) Income Tax Returns for last three financial years i.e. F.Y. 2017-18, F.Y. 2018-19 and F.Y. 2019-20.
- g) Copies of applicable tax registrations. viz PAN, TIN, GST, etc.
- h) Copies of E.P.F Registration Certificate and E.S.I registration certificates, if any.
- i) Receipt for the payment of Earnest money Deposit (EMD) amount to the Bank.
- j) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial soundness of the tenderer.
- k) Details of the Bank Account held by them in a scheduled bank in India.
- l) Bank Guarantee
- m) Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.

Criteria for Technical Bid Evaluation

- I. Two-bid system will be followed where the Technical Bid and Commercial Bid will be evaluated separately
- II. The Technical Bid evaluation shall be done based on the following criteria:

In the technical evaluation, each bidder will be assigned marks, out of 100, as per the criteria below:

1	Hygiene, Quality of raw material used, mobilization of manpower, general behaviour of the bidder for similar contracts (as per the client's feedback)	Max. 30 Marks
	I. Poor	10
	II. Good	20
	III. Very Good	25
	IV. Excellent	30
2	Number of years in providing catering services	Max. 30 Marks
	I. 5 years or less	10
	II. More than 5 years and up to 7 years	15
	III. More than 7 years and up to 10 years	20
	IV. More than 10 years	30
3	Annual Turnover (Average of last three financial years) as on March 31, 2020	Max. 20 Marks
	I. Rs.15 Lakhs or more and upto Rs.20 Lakhs	10
	II. Above Rs. 20 Lakhs and upto Rs. 45 Lakhs	15
	III. More than Rs. 45 Lakhs	20
4	Current similar contracts/ works in other locations	Max 20 Marks
	I. Two or more than two but less than or equal to four in other locations	10
	II. More than four but less than or equal to seven in other locations	15
	III. More than seven similar works in other locations	20

Note: The firm scoring a minimum of 60 marks out of total of 100 marks, as per the table above would qualify in Part I and the Part II (i.e. Financial Bid) of those firms will be opened.

E-Tender for Providing Catering Services at Staff Canteen at Reserve Bank of India, Belapur

Part II - Financial Bid

To,
The Chief General Manager
Reserve Bank of India
Human Resource Management Department
Belapur, Navi Mumbai
Maharashtra - 400614

ITEMIZED FOOD ITEMS

Sl. No.	Item	Quantity	Rate (₹)
A. Breakfast/Evening snacks/Beverages			
1.	Tea	150 ml	
2.	Coffee	150 ml	
3.	Butter milk	250 ml	
4.	Fresh fruit juice	250 ml	
5.	Soup - Veg	250 ml	
6.	Soup – non-veg	250 ml	
7.	Omelette	1 egg	
8.	Boiled Egg	Per piece	
9.	Missal - Pav	2 Pcs	
10.	Batata wada with chutney	2 Pcs	
11.	Medu wada with Sambar & chutney	1 Plate - 2 pieces of 40 gms each	
12.	Poha	250 gms & Chutney	
13.	Idli with sambhar and chutney	1 Plate- 2 pieces of 40 gms each	
14.	Upma	200 gms & Chutney	
15.	Sweet sheera	200 gms	

16.	Puri aloo Bhaji	4 No. (Standard Size)	
17.	Sada dosa with sambhar and chutney	1 No. (Standard Size)	
18.	Masala dosa with sambhar and chutney	1 No. (Standard Size)	
19.	Onion Uttapam with sambhar and chutney	1 No. (Standard Size)	
20.	Samosa with chutney	2 PCs (Standard Size) with chutney	
21.	Vegetable sandwich	With 2 slices of bread (Standard Size)	
22.	Vegetable noodles	1 Plate (Standard Size)	
23.	Sabudana wada with chutney	2 PCs (Standard Size)	
24.	Sabudana Khichdi	200 gms	
25.	Bhelpuri / Sevpuri	200 gms	
26.	Gulab jammun	1 No. (Medium Size)	
27.	Kheer	1 Bowl (150 ml)	
28.	Sweet halwa	200 gms	
29.	Rasgullas	1 No. (Medium Size)	
	Total of Breakfast/Evening snacks/Beverages (Ta)		
B. Lunch Items			
1.	Veg Thali	2 chapatti/ 4 puris, 2 Veg sabjis (one seasonal and one paneer), 2 muda rice, 1 wati dal, 1 wati dahi / 1 glass butter milk, 1 sweet, 1 papad, pickle, salad	
2.	Non-Veg Thali	above items along with one plate of non-veg (fish curry / chicken curry / mutton curry / egg curry)	
3.	Rice	Standard quantity	
4.	Chapati	1 nos	
5.	Veg biryani	300 gms With Veg Raita	
6.	Non – veg biryani	300 gms With Veg Raita	

7.	Veg Pulav	300 gms With Veg Raita	
8.	Dal Khichdi	Standard quantity with veg raita	
9.	Tomato/Lemon Rice	Standard quantity with veg raita	
10.	Fried rice with Manchurian	1 plate with sauces	
11.	Noodles – Hakka	1 plate with sauces	
12.	Aloo/Stuffed paratha	1 no- 60 gms	
13.	Paneer gravy (Matar/Palak)	1 plate- with 4 pcs paneer	
14.	Seasonal Vegetable /Mixed Vegetable	1 plate- 100 gms	
15.	Dal	1 plate- 100 gms	
16.	Chhole Bhature	2 Pieces Bhatura and 1 Bowl Chhola	
17.	Chicken with Gravy	2 Pieces	
18.	Fish Fried / Curry	Per Piece	
19.	Egg Curry	2 Pieces of Eggs	
	Total of Lunch (Tb)		

C. Food Items with Package

SI. No	Particulars	Rate (₹)
1	<p>Breakfast</p> <p>All items at Serial No. i. below are mandatorily be provided on daily basis.</p> <p>i. Paratha (Aloo/Gobi) with curd and pickle, boiled egg/Egg Omlette, Fruit Platter (Papaya/Pineapple/Watermelon), Brown Bread with Butter & Jam, Milk & Cereals, Tea & Coffee</p> <p>ii. In addition to items mentioned at Sr. No. i, any one of the following items also needs to be provided on rotational basis: Poha / Upma / Sheera / Misal Pav / Pav Bhaji / Sabudana Khichdi / Idli / Medu Vada</p>	
2	Lunch - Unlimited	

	i. Veg & Non-veg: Soup, dry vegetable, gravy vegetable, chapatti, rice, dal, chicken/fish, salad, pickles, papad, curd and Sweet ii. Banana	
3	Evening Snacks i. Tea with biscuits ii. Cake packet on daily basis and in addition one packed snack item from the list below: Diet Chivda / Lemon Bhel / Peanut packet / Sandwich / Dabeli / Vada Pav / Samosa / Gol Bhaji (Pakoda)	
4	Dinner – Unlimited (Veg: Soup, dry vegetable, gravy vegetable, chapatti, rice, dal, salad, pickles, papad, fruits and sweet) (Non-Veg: Chicken / Fish)	
Total Per day per person (Tc)		

D.

Special Lunch - Unlimited	Rate (₹)
Veg/Non-veg Soup, one veg starter, one non-veg starter, one dry vegetable, one gravy vegetable, dal, chicken with Gravy, Fish Fried/Curry, chapatti, rice, salad, pickles, papad, fruits, sweet, ice cream	
Total Special Lunch - Unlimited (Td)	

While evaluating price bid of the tender, following weights will be assigned to the quoted rates of different items:

Sl. No.	Item Name	Weight Allotted
1	A. Breakfast/Evening Snacks/Beverages (Ta)	25%
2	B. Lunch Items (Tb)	30%
3	C. Food Items with Package (Tc)	30%

4	D. Special Lunch - Unlimited (Td)	15%
Cumulative Total (T)		Ta*0.25 + Tb*0.30 + Tc*0.30 + Td*0.15

Rates quoted by tenderers for all the items may be multiplied with the allotted weight. The Bidder whose cumulative total (T) is the lowest will be considered the lowest bidder (L1).

Note:

1. There will be no minimum guarantee on turnover in the canteen by RBI.
2. The above rates are inclusive of all applicable charges and taxes.
3. Caterer is required to quote the price mandatorily for each item and the total of the items as mentioned in the price bid.
4. The above rates should be inclusive of all charges for end-to-end operation, as mentioned in the Scope of Work of this tender document and should include all the components namely raw materials, transportation, preparation charges, employee's salary, labour charges, services such as cleaning, maintenance etc.

Date:

Place:

Signature of the Contractor

(Seal)