



भारतीय रिज़र्व बैंक
Reserve Bank of India
Human Resource Management Department
Mumbai Regional Office
Fort, Mumbai



Advertisement

E-tender for providing canteen facility for RBI staff in five different office buildings namely

- I. New Central Office Building, Shahid Bhagat Singh Marg, Mumbai-400 001**
- II. Amar Building, Sir P M Road, Mumbai-400 001**
- III. Byculla Office, Opposite Mumbai Central Railway Station, Byculla Mumbai**
- IV. World Trade Center, Mumbai-400 005**
- V. Bandra-Kurla Complex, Bandra East, Mumbai 400 051**

E-Tender No. - RBI/Mumbai/HRMD/1/22-23/ET/15

Human Resource Management Department, Reserve Bank of India (RBI), Mumbai Regional Office invites e-tenders under Two Bid system (Technical & Financial Bid) in MSTC portal only (<https://www.mstcecommerce.com/eprochome/rbi>) for providing canteen facility at RBI Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex, Mumbai at the address described hereinabove. The interested vendors must register themselves on the MSTC portal for participating through e-tendering. The period of contract will be one year.

2. The details of the tender document/corrigendum will be available only on RBI Website (<https://www.rbi.org.in>) and MSTC portal.

3. The last date for submission of e-tender on MSTC portal (<https://www.mstcecommerce.com/eprochome/rbi>) is May 23, 2022 at 12:00 PM.

4. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank reserves the right to reject any/all the tender(s) or to cancel the tender without assigning any reason thereof.

Regional Director for Maharashtra

DISCLAIMER

Reserve Bank of India, Human Resource Management Department, Mumbai, 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.

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

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

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

A	E-tender Name:	E-Tender for providing canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai.
B	E-tender No.	RBI/Mumbai/HRMD/1/22-23/ET/15
C	Mode of Tender	e-Procurement System (Online Part I Technical Bid and Part II Financial Bid through www.mstcecommerce.com/eprochome/rbi)
D	Date of NIT available to the parties for viewing / download	April 20, 2022 at 01:00 PM
E	Date of Pre-Bid meeting (Offline)	May 06, 2022 at 11.30 AM
F	Venue of Pre-Bid meeting	HRMD, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Office Building, Fort, Mumbai- 400001
FA	Place, Time and date before which Written queries for Pre-bid meeting must be received	HRMD, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Office Building, Fort, Mumbai- 400001 by 5 pm on or before May 05 2022.
G	Estimated value of tender	₹ One Crore per annum
H	Transaction fees	0.05% of Estimate value of tender plus GST @ 18 %. (As mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC Limited.)
I	Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at	May 11, 2022 at 02:00 PM

	www.mstcecommerce.com/eprochome/rbi							
J	Last date of availability of e-tender	May 23, 2022 at 11:00 AM						
K	Date of closing of online submission of e-tender (Technical Bid and Financial Bid)	May 23, 2022 at 12:00 PM						
L	Date & time of opening of Part-I (Technical Bid)	May 23, 2022 at 3:00 PM						
M	Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found eligible by RBI, Mumbai Regional Office. Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through email.						
N	Earnest Money Deposit (EMD)	<p>Bidders should deposit EMD amount of ₹ 2,00,000/- (Rupees Two Lakh only) by NEFT as per details given below on or before 12:00 PM on May 23, 2022. Failure to comply with this condition will render the tender void and the tender will be rejected. EMD will not carry any interest. It would be refunded to all the unsuccessful bidders within 10 working days of the award of contract. In case of the successful bidder, the EMD will be refunded after payment of security deposit in the form of a valid bank guarantee and execution of the contract. EMD shall be forfeited if the successful bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work</p> <table border="1"> <tr> <td>A/C Name</td> <td>IRDC <space> Your Firm's Name</td> </tr> <tr> <td>A/C Number</td> <td>04861403804</td> </tr> <tr> <td>IFS Code</td> <td>RBIS0MBPA04</td> </tr> </table> <p>Note - Please read '0' letter of IFS Code as "Zero"</p>	A/C Name	IRDC <space> Your Firm's Name	A/C Number	04861403804	IFS Code	RBIS0MBPA04
A/C Name	IRDC <space> Your Firm's Name							
A/C Number	04861403804							
IFS Code	RBIS0MBPA04							

Note:

1. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened / held on the next working day.
2. Incomplete tenders or Tenders received after due date and time shall be rejected.

E-Tender for providing canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai.

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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.

PART I

Section I

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Mumbai Regional Office. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice inviting e-tender and subsequent Corrigendum, if any, before submitting their online tender.

A) Registration:

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

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

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e- Procurement → PSU / Govt. Depts → RBI. Register as Vendor by filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
- 3) In case of any clarification, please contact MSTC/RBI, Mumbai Regional Office, (before the scheduled time of the e- tender).

MSTC Ltd Contact Person

- i. Mr Tanmoy Sarkar, Deputy Manager; Email id tsarkar@mstcindia.co.in,
Phone No: 8349894664

- ii. Ms Rupali Pandey, Assistant Manager; Email id: rpandey@mstcindia.co.in, Phone No: 9458704037
- iii. Mr Abhishek Kr. Kanaujia, Executive, Phone No: 9930119718
- iv. Centralised MSTC Helpdesk for Vendors Phone No 033-23400020/23400021/23400022, 033-22901004
- v. Helpdesk at MSTC Mumbai for Vendors Phone No: 022-22886268/22822789, 033-4064507, 033-40609118, 033-22895064, 033-40609118, 033-40645316, 033-40067351 & 033-40645207

Contact person (RBI, Mumbai):

- i. Mr. Don John David (Manager): 022-22603105 (dj david@rbi.org.in) (irdcmumbai@rbi.org.in)
- ii. Mrs. Snehal More (Assistant Manager): 022-22603105/9833535159 (snehalmore@rbi.org.in)

B) System Requirements:

- i. Windows XP-SP3 & above/Windows 7 Operating System
- ii. IE-7 and above Internet browser
- iii. Signing type digital signature
- iv. JRE 7 update 9 and above software to be downloaded and installed in the system.

To 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”.

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)

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

C) Process of e-tender:

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

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

3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

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

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

6. Bidding in e-tender:

a) 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. Failure to comply with this condition will render the tender void and the tender will be rejected. Transaction fees is non- refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the tender inviting authority within 10 working days of the award of the contract. EMD shall be forfeited if the successful bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work and such bidder shall also be liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years. However, before debarring such bidder, the Bank shall give notice and consider the reply, if any, given by the bidder.

b) The process involves Electronic Bidding for submission of Technical and Financial Bid.

c) 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 → e- procurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up common terms/commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) 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 filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.

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

- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors 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 above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) The Bank 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.
- m) 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.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation from the technical and financial terms & conditions are allowed.
- p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize with the system before bidding.

Section II

General Instructions regarding technical and financial bids

1. PART - I (Technical bid)

- 1.1** Tenders in two parts are invited from Companies/Firms/Agencies for Catering and Pantry Services for providing canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai. The Estimated value of contract is ₹ One Crore per annum. Please refer to Section-VIII of this tender document for detailed terms, conditions & scope of work at an estimated cost of ₹ One Crore/- (Rupees One Crores only) for all the canteens located at the said locations.
- 1.2** The Contract may be extended to any other premises of the Bank in Mumbai at the same rates.
- 1.3** The Bank reserves right to award work to one or more bidder for canteen located at different places.
- 1.4** The tenderers should submit their proposal, as per the instructions regarding e-tender, along with all supporting documents complete in all respects on or before 12.00 PM on May 23, 2022. Tenders must deposit an amount of ₹ 2,00,000/- (Rupees Two Lakh only), through NEFT only towards Earnest Money Deposit (EMD) without which applications will be rejected. EMD shall be forfeited if the successful bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work and such bidder shall also be liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years. However, before debarring such bidder, the Bank shall give notice and consider the reply, if any, given by the bidder.
- 1.5** A pre-bid meeting of the intending tenderers will be held at 11:30 AM on May 06, 2022 in the Conference Room, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. 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 ids: irdc@rbi.org.in, dj david@rbi.org.in and snehalmore@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.

- 1.6** The Part-I (Technical Bid) will be opened electronically on May 23, 2022 at 3.00 PM. In the event of any date indicated above being declared a Holiday, the next working day shall become the effective date for the respective purpose mentioned therein.
- 1.7** Tender document can be downloaded from the Bank's website www.rbi.org.in or 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.
- 1.8** Before submitting the tender, the Bidders may go through the detailed scope of work, articles of agreement and terms & conditions specified herein, on which the work will be awarded by the Bank and required to be executed by the successful Bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that 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 to be awarded under this tender.

- 1.9** Bidder/authorized signatory of the Bidder shall sign on each page of the tender before uploading.
- 1.10** Corrections, if any, in the quotation shall be duly authenticated with full signature.
- 1.11** In the first stage, the Technical Bids will be opened. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions in the tender document will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria mentioned in the tender document. Decision in this regard will be at the sole discretion of the Bank.
- 1.12** Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.
- 1.13** Every Bidder (each member in the case of proprietorship/partnership firm /company/ joint venture/consortium) is required to confirm and declare with his bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder, to be null and void.
- 1.14** Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

- 1.15** The Bank may obtain reports on the past performance of the Bidder from his clients and bankers. The Bank may evaluate the said reports before opening of the financial bid of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers, are found unsatisfactory, the Bank reserves the right to reject his offer and his EMD will be returned. The Bank is not bound to assign any reason for doing so.
- 1.16** This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of Bank and the Contractor. Further, Bank will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the Bank to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

Eligibility criteria for participating in the tender –

The estimated cost of the work/ contract is around ₹ One Crore per annum and therefore the tenderer must have experience of successfully completed similar works (catering and pantry services) during the last 5 years ending December, 2021 (from January 01, 2017 onwards) where the minimum number of persons served per day was at least three hundred within the criteria given below:

- i. Tenderers should have minimum average annual turnover of Rs.1.5 Crore during the last 3 financial years supported by audited financial statements.

- ii. Should have carried out one similar work continuously for the last 3 financial years costing not less than Rs.80 lakhs each year supported by audited/CA certified financial statements and Income Tax return certificate.

OR

Should have carried out two similar works continuously for the last 3 financial years costing individually not less than Rs.40 lakhs each year supported by audited/CA certified financial statements and Income Tax return certificate.

OR

Should have carried out three similar works continuously for the last 3 financial years costing individually not less than Rs.25 lakhs each year supported by audited/CA certified financial statements and Income Tax return certificate.

- iii. Tenderers should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, TIN, GST, licensing food establishments, etc. duly supported by documentary evidence and certificates of registration.
- iv. The Tenderer should have an office in Mumbai.
- v. Tenderer should have at least one RTGS/NEFT enabled bank account for receiving payment.
- vi. The Tenderer must be a profit-making entity for the last three consecutive accounting years.
- vii. The Tenderer should submit Income Tax Return/ Acknowledgement/ Assessment Order and audited financial statements for the past three financial years.
- viii. The bidder should submit the list of clients served (current and previous). The bidder must also give references of organizations/ companies where their current responsibility includes catering and pantry services. Also certificates from minimum two clients with respect to quality of performance of the bidder and the total number of staff in the bidder's company/firm engaged in this work should also be provided.

- ix. The bidder should be able to demonstrate that their existing business processes for medical fitness/ police verification of employees and statutory compliances is robust.
- x. Track record of a 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 or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively relating to the above.
- xi. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- xii. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including Reserve Bank of India at any location in India on any grounds.
- xiii. 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.
- xiv. The bidders shall submit documentary evidence or self-certified declaration in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.
- xv. The caterer should have a valid food license from the Municipal authorities and minimum three years of experience of running canteen with any organization. (documentary proof to be enclosed).
- xvi. The Caterer should have clients like PSU/Banks/FIs/Corporates/government/semi-Govt. organizations to its credit.
- xvii. Firms having ISO:22000:2005 certification and/or possessing SQF (Safe Quality Food) Certificate for quality of its products shall be given preference in the evaluation process criteria in Part-I of technical Bid, by awarding extra marks to the bidder.
- xviii. The caterer will have to be affiliate of M/S Sodexo SVC India Pvt. Ltd. and sell Tea/Coffee/Breakfast/Beverages to the staff members against Sodexo coupons and or cash/card payment.

xix. FSSAI certification is compulsory.

Details of the company/firm/agency –

- a) The full particulars of the Company / Firm / Agency are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es)' etc. are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.
- b) Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given.
- c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers (as per format prescribed in Section XI of part I of the tender document) with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last three years.
- d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc. of the contact

executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

Documents required to be uploaded –

Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of e-tender (Each file size should not exceed 5 MB):

1. Attach the Form of tender, Articles of agreement, Scope of work, Terms & Conditions & Undertaking duly signed.
2. Incorporation documents.
3. Audited Income-tax returns/ acknowledgement / assessment orders of last three accounting years.
4. Audited annual financial statements for the last 3 accounting years.
5. All documents related to work experience supported by Work Orders and other details.
6. Experience details of key management personnel with documentary proof. (Key Management Personnel will include the Owner, Partners, Promoter, Directors, Chief Finance Officer, Company Secretary, Chief Executive Officer and the Managers, as the case may be.)
7. Copy of the PAN, DIN, TIN and GST Registration, food license issued by FSSAI etc. wherever applicable.
8. Documentary evidence regarding robust existing business processes for medical fitness/ police verification of employees.
9. Employee Provident Fund Registration certificate, ESIC Registration certificate
10. Copy of License under Contract Labour (R&A) Act, 1970, if applicable.
11. Details of current and previous clients.
12. Power of Attorney/authorisation with the seal of the company/firm in the name of the persons signing the tender documents.
13. One self-attested recent passport size photograph of each authorized person of the firm/agency, with name, designation, and address, mobile number, email ID etc.

14. Any other technical information the tenderer wishes to furnish (any litigation, court case, penalty, suspension etc.

- Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. The Bank reserves the right to call for proof / verification of any of the above-mentioned documents. All the submissions/declarations/assertions made by bidder should be on their letterhead only and each and every page of the document should contain name of company and signature of the authorized signatory.
- Intending tenderer has to deposit Earnest Money Deposit (EMD) of ₹ 2,00,000/- (Rupees Two Lakhs only) through NEFT only on or before the date given in NIT. Tenders without EMD will not be accepted. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work and such bidder shall also be liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years. However, before debarring such bidder, the Bank shall give notice and consider the reply, if any, given by the bidder. EMD will not carry any interest. EMD will be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after submission of security deposit in the form of a valid bank guarantee and execution of the contract as per the attached format. The bidders are also advised to upload the scanned copy of transaction receipt of NEFT.

2. PART - II (Financial Bid)

2.1 Part-II of the online tender should only contain the service provider's quoted rates as per the prescribed format.

2.2 The tendered rates should be inclusive of all charges for end to end operations, maintenance and supervision of the canteens 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, labor charges, services such as cleaning, maintenance etc. and all other applicable charges, levies, duties and taxes.

2.3 The bidder shall be liable to discharge all the statutory liabilities such as Minimum Wages, ESI, employee compensation, Bonus and EPF contributions etc. A reference may be made to all appropriate Government laws/guidelines in this regard. Facilities to be provided by the Bank have been mentioned in Schedule C under Section IV in the tender document.

2.4 The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates taking into account the probable future revisions in wages. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

2.5 Financial Bids shall be inclusive of insurance of adequate value, cost of the uniform, identity cards, and protective gear provided by the company/agency/firm to the personnel deployed.

2.6 Financial Bid should contain only the price filled in Indian Rupees in figures and words and any condition will make it liable for rejection.

2.7 The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the bidder.

Opening of tender –

- i. 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 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.

- ii. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.
- iii. No deviations / conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.
- iv. The Part-II (Financial bid) of only those tenderer's who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through email.
- v. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
- vi. The 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 Reserve Bank to do the aforesaid. Reserve Bank may modify the tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the tender Document shall be part of the tender Document. To allow tenderers reasonable time to take any addenda into account in preparing their proposals, the Bank will extend, if necessary, the deadline for the submission of proposal.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper. I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:

Signature and seal of the tenderer

Date:

Name of Authorized signatory

Section - III
Form of tender

To,
The Regional Director for Maharashtra
Reserve Bank of India
Human Resource Management Department
Main Building, First Floor
Shahid Bhagat Singh Marg Fort, Mumbai – 400 001.

Dear Sir,

Having examined carefully the specifications, scope of work 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 memorandum and acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in Section II, 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	Canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building and Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai.
(b)	Estimated cost of works	₹One Crore per annum
(c)	Earnest Money deposit (EMD)	₹2,00,000/-

(d)	Validity of contract rates	12 months. The agreement may be considered for further renewal for maximum two years (one year at a time) at Bank's discretion at the mutually agreed terms and conditions between the parties.
(e)	Performance bank guarantee	Applicable amount as I mentioned in the Section V in terms and Condition under Performance Bank Guarantee.

2. 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.
3. 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.
4. We have deposited a sum of ₹ 2,00,000/- (Rupees Two Lakhs only) as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we withdraw the bid during the period of tender validity or fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited to the Reserve Bank of India. We also agree that in the event of the occurrence of any of the events that lead to forfeiture of EMD, we are also liable to be debarred from participating in any future tender or undertaking any work in the Bank for a period of two years.
5. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.
6. I/We do here by declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither

been suspended / delisted /disqualified by any organization including Reserve Bank of India for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are 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 the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/we have no objection to the Bank, in conducting site visits, for inspection of establishments/similar services maintained by us.
8. I/we understand that you reserve the right to accept or reject the lowest bid and any or all the tender either in full or in part without assigning any reason thereof.
9. The tender is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner, and Part II (Financial Bid) contains only the price bid.

Dated this _____ day of _____ 2022.

For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

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

Witnesses

(1) Signature with _____

name, address and date

(2) Signature with
name, address and date

Section - IV

Articles of Agreement

भारतीय रिज़र्व बैंक एक कार्पोरेट संस्था जिसका गठन भारतीय रिज़र्व बैंक अधिनियम, 1934 के अंतर्गत किया गया है जिसका इसका पंजीकृत कार्यालय आरबीआई मुख्य बिल्डिंग, शहीद भगत सिंह मार्ग, मुम्बई-400001 में स्थित है, यह एक पक्ष है (एतदोपरांत संक्षिप्त रूप से जिसे 'दी बैंक' के रूप में संदर्भित किया जाएगा और जब तक कि संदर्भ या उसके अर्थ के विपरीत न हो, जिसकी अभिव्यक्ति में वारिस या वारिसों, प्रशासकों तथा समनुदेशिती शामिल हैं) और --
-----यह दूसरा पक्ष है, (एतदोपरांत जिसे संक्षिप्त रूप से 'दी कैटरर' के रूप में संदर्भित किया जाएगा और जब तक कि संदर्भ या उसके अर्थ के विपरीत न हो, जिसकी अभिव्यक्ति में वारिस या वारिसों, प्रशासकों तथा समनुदेशिती शामिल हैं) के बीच मुंबई में यह करार इसवी -----दिन को निष्पादित किया गया।

जहाँ कि,

1. बैंक अपने 5 कार्यालय भवन जैसे भारतीय रिज़र्व बैंक, केंद्रीय कार्यालय भवन, शहीद भगत सिंह मार्ग, मुंबई 400 001, अमर भवन, भारतीय रिज़र्व बैंक, सर पी एम रोड, मुम्बई-400001, भारतीय रिज़र्व बैंक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व) मुंबई 400 051, भारतीय रिज़र्व बैंक, विश्व व्यापार केंद्र, मुंबई 400 005 और भारतीय रिज़र्व बैंक, मुंबई सेंट्रल रेलवे स्टेशन के सामने, भायखला, मुंबई 400 008 में अपने स्टाफ के लिए कैटीन सुविधा प्रदान करने का इच्छुक है जिस स्थान को एतदोपरांत "उपरोक्त परिसर" के रूप में संदर्भित किया जाएगा।

2. कैटरर ने उपर्युक्त परिसर में कैटीन के प्रबंध और कार्यान्वयन का प्रस्ताव रखा है,

THIS AGREEMENT made at MUMBAI on this -----BETWEEN the RESERVE BANK OF INDIA a corporation incorporated under the Reserve Bank of India Act, 1934 and having its Central Office, at Shahid Bhagat Singh Road, Fort, Mumbai (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context, be deemed to include its successors and assignees) of the ONE PART and ----- (hereinafter referred to as "the Caterer", which expression shall, unless repugnant to the context, be deemed to include its successors, heirs, administrators, executors, legal representatives, and permitted assigns) of the other part.

WHEREAS

1. The Bank is desirous of the Canteens facility for its staff in its five different office buildings namely Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Marg, Mumbai – 400 001, Reserve Bank of India, Amar Building, Sir P M Road, Mumbai – 400 001, Reserve Bank of India, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Reserve Bank of India, World Trade Center, Mumbai – 400 005 and Reserve Bank of India, Opposite Mumbai Central Railway Station, Byculla, Mumbai – 400 008, which spaces are hereinafter referred to as "the said premises".

2. The Caterer has offered to manage and run a canteen in the said premises,

एतदोपरांत इसे "उपरोक्त कैटीन" के रूप में संदर्भित किया जाएगा।

hereinafter referred to as "the said Canteens".

3. इसके करार के तहत निर्धारित शर्तों को कैटरर द्वारा पूरा किए जाने और कैटरर द्वारा भुगतान की जाने वाली प्रतिपूर्ति पर विचार करते हुए इस करार में निर्धारित कैटीन के प्रबंध एवं कार्यान्वयन की अनुमति हेतु बैंक सहमत हुआ है।

3. The Bank has, in consideration of the conditions to be fulfilled by the Caterer as hereinafter set out and the compensation to be paid by the Caterers has agreed to permit the Caterer to manage and run the said canteens as hereinafter set out.

अब दोनों पार्टियां निम्न के लिए आपस में सहमत हैं -:

NOW IT IS mutually agreed by and between the parties as follows: -

1. इस करार के अन्य प्रावधानों की शर्तानुसार बैंक एतद्वारा कैटरर को ----- तक (दोनों दिन शामिल) एक साल के लिए उपरोक्त परिसर में उपर्युक्त कैटीन की व्यवस्था एवं चलाने की अनुमति प्रदान करता है। संविदा को उसी दर पर या आपस में सहमत दर पर आगे और दो वर्षों (एक बार में एक वर्ष) के लिए बैंक के एकल विवेकाधिकार के तहत नवीकृत किया जा सकता है। संविदा अवधि के प्रथम वर्ष के दौरान दरों में किसी भी वृद्धि की अनुमति नहीं होगी। और, बैंक द्वारा किसी भी प्रकार की रियायत नहीं दी जाएगी।

1. Subject to the other provisions of this agreement, the Bank hereby grants permission to the Caterer to run the said Canteens in the said premises for a period of one year from ----- (both days inclusive) and extendable for another period of two years at the same rate or, mutually agreed rate at the sole discretion of the Bank. No escalation in rates will be permitted during the first year of contract period. Also, no subsidy of any kind will be given by Bank.

2.(ए) दोनों पार्टियों द्वारा इस बात पर परस्पर सहमति व्यक्त की गई है कि यह करार कैटरर को केवल उपरोक्त कैटीन को चलाने की अनुमति प्रदान करता है और कैटरर के पक्ष में उपरोक्त परिसर के संबंधित इसमें कहीं भी टेनेंसी, डिमाइस या लाइसेंस या कोई अन्य हित निहित नहीं है।

2.(a) It is mutually agreed by and between the parties hereto that this agreement confers on the Caterer merely a bare permission to run the said Canteens and nothing contained herein shall be considered as creating a tenancy, demise or license or any other manner of interest whatsoever in respect of the said premises in favor of the Caterer.

(बी) कैटरर एतद्वारा स्वयं कैटीन चलाने के लिए सहमत है और वह किसी एजेंट को शामिल नहीं करेगा तथा उपरोक्त कैटीन को चलाने के लिए किसी अन्य कैटरर्स से उप-संविदा नहीं करेगा।

(b) The Caterer hereby agrees to run the said Canteens themselves and will not engage any agent or enter into sub-contract with any other Caterers running the said Canteens.

(सी) कैटरर उपरोक्त कैटीन को बैंक के सभी कार्य-दिवसों और दोनों पार्टियों द्वारा सहमत अन्य दिवसों को खुला रखना होगा।

(c) The Caterer shall run the said Canteens on all working days of the Bank and on such other days, which may be mutually agreed upon by the parties hereto. The said Canteens shall be kept

उपरोक्त कैंटीन को क्षेत्रीय निदेशक द्वारा समय-समय पर निर्धारित समयों पर खुला रखना होगा।

open during such timings as may be stipulated by the Regional Director from time to time.

(डी) उपरोक्त कैंटीन केवल बैंक के कर्मचारियों और उनके अतिथियों के उपयोग के लिए होगा और इसका कार्य क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, मुम्बई क्षेत्रीय कार्यालय, मैन बिल्डिंग, मुम्बई के अधीक्षण तथा नियंत्रण के अधीन होगा।

(d) The said Canteens shall be for the exclusive use of the employees of the Bank and their guests, and its working shall be subject to the supervision and control of the Regional Director, Reserve Bank of India, Mumbai Regional Office, Main Building, Mumbai.

(ई) कैटरर द्वारा उपरोक्त कैंटीन को चलाने के अलावा कोई भी व्यापार उपर्युक्त परिसर में नहीं किया जाएगा। वह उपर्युक्त परिसर में कोई भी परिवर्तन, एडिशन या आल्ट्रेशन नहीं करेगा।

(e) The Caterer shall not carry on in the said premises any business other than that of running the said canteens. He shall not make any changes, additions, or alterations in the said premises.

3. भारतीय रिज़र्व बैंक के समस्त 5 भवनों में एक साथ कैंटीन चलाने हेतु यह एक संयुक्त संविदा है। बैंक के परिसर में स्थित सभी 5 कैंटीन को चलाने के लिए कैटरर के पास पर्याप्त स्टाफ संख्या होनी चाहिए। किसी एक कैंटीन को भी नहीं चलाए जाने पर यह माना जाएगा कि समस्त कॉन्ट्रैक्ट की शर्तों का पालन नहीं किया गया है और इस परिस्थिति में बैंक द्वारा समस्त कॉन्ट्रैक्ट ही समाप्त कर दिया जाएगा।

3. It is a combined contract to run canteens at all the five RBI Buildings simultaneously. The Caterer should have sufficient manpower to cater the requirements of all five canteens located within the premises of the Bank. The failure to run even one canteen will be treated as failure to comply with the terms of contract and the whole contract can be terminated by the bank on such eventuality.

4. उपरोक्त कैंटीन को चलाने के लिए कैटरर को एतद्वारा अनुसूची 'ए' पर संलग्न शर्तों का अनुपालन करना होगा।

4. For the purpose of running the said canteens, the Caterer shall comply with the conditions set out in Schedule 'A' hereto.

5. उपर्युक्त कैंटीन में दिए जाने वाले भोजन सामग्री, नाश्ता और पेय इत्यादि को ----- को खोले गए कीमत चार्ट में "कैटरर" द्वारा निर्धारित दर पर दिया जाएगा जो इसके साथ संलग्न अनुबंध "बी" में दिया गया है। भोजन आयटमों के दर से एक साल के लिए लागू होंगे। कैटरर द्वारा दरों की वर्तमान अनुसूची को उपरोक्त परिसर में उचित स्थान पर दर्शाया जाएगा।

5. The food-stuff, refreshments, beverages, etc. served in the said Canteens shall be served at the market rates specified by "the Caterer" in his price bid opened on ----- and also mentioned in Schedule 'B' hereto. The rates of food items are applicable for one year w.e.f. --- ----. The Caterer shall display at a conspicuous place in the said premises the current schedule of rates.

6. कैटरर सोडेक्सो कूपन/कार्ड और/अथवा नकद के बदले विनिर्धारित दर पर समस्त करी दिवस पर अनुसूची बी के अनुसार दैनिक रूप से सुबह का नाश्ता और भोजन, नाश्ता और चाय और कॉफी तैयार करेगा और प्रदान करेगा। आरबीआई द्वारा न्यूनतम टर्नओवर की कोई गारंटी नहीं दी जाती है।

7. रिजर्व बैंक के प्रत्येक कार्यदिवस पर भोजन प्रदान किया जाएगा और कैटरर के नियंत्रण से बाहर वाले कारण को छोड़कर यदि किसी कार्यदिवस पर कैटरर भोजन देने में असमर्थ होता है तो वह दंड के लिए बाध्य होगा। यदि कैटरर संविदा के प्रावधानों जैसे भोजन/नाश्ता इत्यादि प्रदान करने में अथवा श्रेष्ठ गुणवत्ता वाली खाद्य-सामग्री प्रदान करने में असफल होता है तो बैंक द्वारा ऐसे प्रत्येक भोजन/नाश्ते के लिए रु.1,000/- तक का जुर्माना लगाया जा सकता है।

8 (ए). दी जानी वाली भोजन सामग्री, पेय और नाश्ते की गुणवत्ता क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, मुम्बई क्षेत्रीय कार्यालय, मुख्य बिल्डिंग, मुम्बई (एतदोपरांत "क्षेत्रीय निदेशक" के रूप में संदर्भित) की संतुष्टि के अनुरूप उचित मानक के अनुसार होंगे। क्षेत्रीय निदेशक या क्षेत्रीय निदेशक द्वारा प्राधिकृत कोई व्यक्ति किसी भी समय कैटीन का निरीक्षण कर सकता है और उसकी राय में खपत के लिए अनुचित समझे गए किसी वस्तु या भोजन सामग्री या पेय को कैटीन से हटाने का निदेश दे सकता है और कैटरर को बिना किसी विवाद के उसका अनुपालन करना होगा। कैटरर ऐसे भोजन सामग्री की आपूर्ति नहीं कर सकता जिसके लिए क्षेत्रीय निदेशक ने आपत्ति जताई है।

बी) किसी संप्रदाय की धार्मिक भावनाओं को ठेस पहुंचाने वाले सूअर/गाय के मांस को नहीं लाया या परोसा जाएगा। इसके भीतर किसी भी बात के होने के बावजूद इस संबंध में उल्लंघन के किसी एक उदाहरण पर ही बिना

6. The Caterer shall prepare and serve daily breakfasts and lunches, Snacks and tea and coffee at the canteen as per Schedule B on all working days, at rates agreed upon in exchange of Sodexo Coupon/Card and/or cash. There will be no guarantee of minimum turnover by RBI.

7. The food will be served on every working day of RBI and the Caterer is liable for penalty in case of its inability to serve food on any working day unless for the reasons beyond his control. If the Caterer fails to fulfill the provisions of the contract such as providing Lunch/Breakfast/Snacks etc. or providing food items of inferior quality, a penalty of up to Rs.1,000/- per lunch/breakfast/Snacks will be charged by the Bank.

8 (a) The quality of articles of food and beverages shall be of good standard and shall be of proper standard to the satisfaction of The Regional Director, Reserve Bank of India, Mumbai Regional Office, Mumbai (herein after referred to as "The Regional Director"). The spices and other packed provisions shall be branded and should have FPO/FSSAI registration. The Bank would send its officer(s) on fortnightly basis or, at any periodicity as decided by the Bank to inspect such articles of food or, provisions and will have full powers to order discontinuation of such products if found of poor standard on the grounds of hygiene or unsuitable for consumption. The Caterer shall not supply such foodstuffs as are objected to by the Regional Director.

(b) Meat like beef, pork or any other items which may hurt the religious sentiments of any community shall not be brought or served. Notwithstanding anything contained herein, the Bank may terminate the agreement without notice if there is

सूचना दिए करार को समाप्त कर दिया जाएगा और कैटरर किसी भी प्रतिपूर्ति का पात्र नहीं होगा।

even a single instance of violation in this regard, the Caterer shall not be entitled to any compensation

9. केटरर को बैंक द्वारा जगह, पानी, डीप फ्रीजर, रेफ्रिजरेटर, माइक्रोवेव, क्रॉकरी, कटलरी, बर्तन, बिजली, पंखे और फर्नीचर प्रदान किए जाएंगे और अतएव खाद्य-सामग्री के दर तदनुसार निर्धारित किए जाएंगे। केटरर को यह सुनिश्चित करना होगा कि समान का टूटना/खोना न्यूनतम हो। पानी और बिजली का प्रयोग एक व्यावहारिक स्तर का होना चाहिए। खाना पकाने के लिए कोई भी एलेक्ट्रिक स्टोव/हॉट प्लेट/इंडक्शन कूकर के प्रयोग की अनुमति नहीं होगी। अपनी आवश्यकता के अनुसार पकाने के लिए बरतनों की व्यवस्था केटरर को स्वयं करनी होगी। खाना पकाने के लिए केरोसिन, लकड़ी, कोयला अथवा चारकोल की अनुमति नहीं होगी।

9. The Bank will provide the Caterers the space, water, Deep freezer, Refrigerator, Microwave, crockery, cutlery, utensils, electricity, fans, and furniture and therefore, the rates of food items may be fixed accordingly. The Caterer shall ensure that there is no pilferage and breakage of the articles. The usage of water and electricity shall be kept to a reasonable level. No electric stove/hot plates/induction cooker are allowed for cooking. The Caterer has to arrange vessels for cooking as per his requirements. He is not allowed to use kerosene, firewood, coal, or charcoal for cooking.

10. केटरर को कैटीन का स्थान (रसोई घर, स्टोर रूम, डायनिंग हाल, सर्विस एरिया) हमेशा साफ-स्वच्छ रखना होगा। खाना पकाने की प्रक्रिया में प्रयुक्त साधन, क्रॉकरी, कटलरी और भोजन प्रदान करने के लिए प्रयुक्त फर्नीचर हमेशा स्वच्छ और स्वास्थ्यकर परिस्थिति में होने चाहिए। बैंक के विधिवत प्राधिकृत प्रतिनिधि द्वारा निरीक्षण हेतु रसोईघर सदैव खुला होना चाहिए।

10. The Caterer shall keep the canteen space (kitchen, storeroom, dining hall and service area) spotless clean at all the times. The utensils, crockery, cutlery used for preparation of food and furniture used for serving food should always be in clean and hygienic condition. The kitchen shall remain open at all times for inspection to the duly authorized representative of the Bank.

11. समय-समय पर किए जाने हेतु आवश्यक मरम्मत एवं रखरखाव के लिए केटरर को बैंक का ध्यान आकर्षित करना चाहिए। वर्कमन द्वारा गलत प्रयोग/बेध्यान के कारण उपकरणों की मरम्मत की आवश्यकता होने पर उन्हें अपने खर्चे पर केटरर द्वारा ठीक कराया जाएगा।

11. The Caterer shall bring to the notice of the Bank the repairs and maintenance work that are required to be undertaken from time to time. The repairs of equipment on account of mishandling/negligence of the workmen shall be repaired by the Caterer at his cost.

12. केटरर को उसके द्वारा खरीदी गई सामग्री को साफ और स्वास्थ्यकर तरीके से बैंक द्वारा प्रदत्त भांडागार में रखेगा। ऐसी सामग्री की

12. The Caterer shall store the material purchased by him in a neat, tidy and hygienic manner in the store provided by the Bank. The security of such material

सुरक्षा की ज़िम्मेदारी पूर्णरूप से केटरर की होगी। केटरर को यह सुनिश्चित करना होगा कि बैंक परिसर में एफ़एसएसएआई दिशानिर्देश/खाद्य सुरक्षा अधिनियम के तहत खाद्य कारोबार परिचालन से संबंधित सभी शर्तों का विधिवत रूप से पालन किया जा रहा है। यह बाह्य एवं आंतरिक निरीक्षण के अध्यक्षीन होगा।

13. शाकाहारी और मांसाहारी भोजन अनिवार्यतः भिन्न बरतनों में भिन्न रूप से पकाया जाएगा।

14. बैंक की संतुष्टि के अनुसार केटरर नियमित अंतराल पर बचे हुए भोजन और अन्य कचरे का निपटान करेगा। संबंधित अधिनियम और बीएमसी/एमसीजीएम दिशानिर्देशों के अनुसार कचरे को अलग करने में समुचित सावधानी बरती जानी चाहिए।

15(ए) कैंटीन के निर्बाध निर्वहन हेतु केटरर को पर्याप्त संख्या में स्टाफ का नियोजन करना होगा। प्रारम्भिक नियुक्ति से पहले केटरर को समस्त स्टाफ सदस्यों की चिकित्सा जांच करनी होगी। अनुमोदित सरकारी हॉस्पिटल में अपने खर्चे पर केटरर अपने स्टाफ के लिए वार्षिक स्वस्थ जांच का आयोजन करेगा। शारीरिक रूप से अक्षम अथवा अयोग्य व्यक्ति को कार्य से हटाया जाएगा और केटरर द्वारा उचित विकल्प नियुक्त करना होगा।

(बी) केटरर द्वारा सरकारी/ मनपा अस्पताल से काम पर रखे गए अपने फ का वार्षिक रूप से अनिवार्यतः मेडिकल जांच कराया जाएगा और इस बारे में चिकित्सा प्रमाण-पत्र प्रस्तुत करने की व्यवस्था की जाएगी। वार्षिक आधार पर निम्नलिखित परीक्षण किए जाएंगे।

16. केटरर यह सुनिश्चित करेगा कि कैंटीन में सेवारत होते समय केटरिंग का वर्कमन स्टाफ उचित रूप से प्रशिक्षित, शिष्ट और उचित गणवेश में हो। केटरर को अपनी लागत पर

will be the sole responsibility of the Caterer. The Caterer shall ensure that all relevant conditions pertaining to Food business operation under FSSAI guidelines/Food Safety Act within the bank premises are duly followed, this may be subjected to External or Internal Inspection.

13. Vegetarian and non-vegetarian cooking shall be done separately in separate vessel.

14. The Caterer shall do the disposal of leftover foods and other garbage on a daily basis with regular intervals to the satisfaction of the Bank. Due care should be taken for separation of garbage as per the relevant Acts and BMC/MCGM guidelines.

15 (a) The Caterer shall employ adequate staff to ensure smooth running of the canteen. The Caterer shall organize medical examination of all the staff before initial deployment. He shall arrange for annual medical tests of his staff, at his cost, at an approved Government hospital. Any person found to be medically unfit or, unsuitable shall have to be removed and suitable replacement shall have to be arranged by the Caterer.

(b) The Caterer shall ensure compulsory annual medical check-up of his staff employed in the Canteens from a Government /Municipal hospital and arrange to submit the medical certificates to the Bank to that effect.

16. The Caterer shall ensure that the workmen staff in catering are suitably trained, well-mannered and wear appropriate and clean uniforms while serving in the canteen. The Caterer shall

गणवेश एवं दस्तानों के साथ-साथ हेड कवर भी प्रदान करना चाहिए और कैटीन में खाना पकाते समय और खाना परोसते समय उन्हें पहनना अनिवार्य होगा।

17. कैटरर कैटीन को स्वयं चलाएगा और उसके द्वारा नियोजित स्टाफ की सुरक्षा सुनिश्चित करने के लिए समस्त एहतियाती उपाय करेगा और किसी भी प्रकार की दुर्घटना के लिए बैंक उत्तरदायी नहीं होगा।

18. कैटरर द्वारा बैंक के कर्मचारियों द्वारा बाहर से लाए गए भोजन एवं अन्य सामग्रियों को खाने के लिए टेबल पर पीने का पानी, थाली को साफ करने इत्यादि सुविधा सेवाओं को बिना मुल्य प्रदान किया जाएगा।

19. कैटरर को उपरोक्त कैटीन में उचित स्थान पर शिकायत पुस्तिका रखना होगा जिसमें शिकायत और सुझाव, यदि कोई हो, दर्ज किया जा सकता है और शिकायत पुस्तिका को क्षेत्रीय निदेशक या क्षेत्रीय निदेशक द्वारा प्राधिकृत किसी व्यक्ति के निरीक्षण के लिए खुला रखा जाएगा। कैटरर द्वारा यथा मामला प्रत्येक शिकायत या सुझाव पर उसके द्वारा की गई कार्रवाई के बारे में लिखित रूप से क्षेत्रीय निदेशक को सूचित किया जाएगा और क्षेत्रीय निदेशक द्वारा दिए गए निदेशों का अनुपालन किया जाएगा।

20. क्षेत्रीय निदेशक द्वारा किसी भी समय कैटीन और वहां लगे सभी फिक्सचर्स और फिटिंग्स का निरीक्षण किया जा सकता है और कैटरर द्वारा इसके लिए क्षेत्रीय निदेशक या उनकी ओर से प्रतिनियुक्त किसी अन्य व्यक्ति को सहायता करना होगा।

21. बैंक द्वारा एतद्वारा अनुसूची "सी" के अनुसार गैस कनेक्शन, क्रॉकरी, थर्मस जार और अन्य इलेक्ट्रिक गैजेट्स इत्यादि की व्यवस्था की जाएगी। कैटरर फिक्सचर्स, गैस स्थापना और

provide the uniform, head cover along with hand gloves for serving at their cost and wearing them is compulsory for the cooking & serving staff inside the canteen.

17. The Caterer shall run the canteen(s) themselves and shall take all precautionary measures to ensure safety of the workmen employed by it and Bank will not be responsible in case of any eventuality.

18. The Caterer shall provide free of charge, facilities such as serving of drinking water on tables, cleaning of plates, etc. to enable the staff of the Bank to consume in the said Canteens food and other articles brought by them from outside

19. The Caterer shall keep, at a conspicuous place in the said Canteens a complaint book in which complaints and suggestions, if any, may be recorded and the complaint book shall be open for the inspection by the Regional Director or any other person authorized by the Regional Director. The Caterer shall inform the Regional Director of the action taken by him in respect of each complaint or suggestion, as the case may be, in writing and shall carry out such directions as may be given by the Regional Director.

20. The Regional Director, at any time, inspect the said Canteen and all fixtures and fittings thereon and the Caterer shall give all assistance for this purpose to the Regional Director, or any other person deputed by him on his behalf.

21. The Bank will arrange for gas connections, crockery, thermos jars and other electric gadgets etc. except in WTC premises. The Caterer shall be responsible for the maintenance and

फिटिंग्स के अनुरक्षण एवं मरम्मत के लिए जिम्मेदार होगा। वर्तमान में डब्ल्यूटीसी परिसर के लिए फायर एनओसी नहीं है। इसलिए अग्नि सुरक्षा चिंताओं के कारण कफ परेड)डब्ल्यूटीसी (परिसर में खाना पकाने की अनुमति नहीं है। इसलिए, ठेकेदार अपनी सुविधा पर खाना पकाएगा और उसे डब्ल्यूटीसी कैटीन में परिवहन और परोसेगा। एक बार एनओसी प्राप्त हो जाने और रसोई चालू हो जाने के बाद, ठेकेदार कफ परेड) डब्ल्यूटीसी (परिसर में स्थित रसोई में खाना पकाएगा। क्रॉकरी/कटलरी सामग्री/फर्नीचर की एक उदाहरण सूची अनुसूची" सी "में प्रदान की गई है।

22. कैटरर द्वारा उपरोक्त कैटीन में रखे गए फर्निचर्स, फिटिंग्स, स्टोर्स, बर्तनों, कटलरी, चीनीमिट्टी के बर्तनों या किसी अन्य सामग्री या वस्तुओं की सुरक्षा सुनिश्चित किया जाएगा और इन्हें होने वाले किसी भी नुकसान या क्षति के लिए बैंक किसी भी प्रकार से जिम्मेदार नहीं होगा।

23. कैटरर द्वारा यह सुनिश्चित किया जाएगा कि कैटरर की ओर से या कैटरर द्वारा तैनात कर्मचारियों या कर्मियों के किसी कार्य या चूक से उपर्युक्त परिसर या कैटरर के उपयोग के लिए बैंक द्वारा लगाए गए फर्निचर, फिक्सचर, या फिटिंग्स विशेषकर अनुसूची 'सी' में निर्धारित वस्तुओं को कोई नुकसान या क्षति न हो। कैटरर द्वारा तैनात कर्मचारियों या कर्मियों के किसी कार्य या चूक से उपर्युक्त परिसर या कैटरर के उपयोग के लिए बैंक द्वारा लगाए गए फर्निचर, फिक्सचर, या फिटिंग्स को हुए किसी नुकसान या क्षति के लिए कैटरर को बैंक को देना होगा। उचित एवं सामान्य सावधानी बरतने के बावजूद प्राकृतिक आपदा या कैटरर के नियंत्रण के बाहर की किसी कारण से छोटे-मोटे नुकसान या ऐसी क्षति या नुकसान हो सकते हैं, यह अपेक्षित है।

24. यदि करार की अवधि के दौरान कैटरर द्वारा अपनी सेवाओं निलंबित / बंद किया जाता

repairs to the fixtures, gas installations and fittings. Presently fire NOC is not in place for WTC premises. Hence cooking is not permitted in the Cuffe Parade (WTC) premises due to fire safety concerns. Therefore, the Contractor shall cook the food at his own facility and shall transport and serve the same at WTC canteen. Once the NOC is obtained and kitchen becomes functional, the contractor shall cook the food in kitchen located at Cuffe Parade (WTC) premises. An illustrative List of Crockery / Cutlery Articles / Furniture is provided in Schedule "C".

22. The Caterer shall ensure safety of the furniture, fittings, stores, utensils, cutlery, crockery or any other goods or articles kept in the said canteens and the Bank shall not in any way be responsible for any loss or damage occurring thereto.

23. The Caterer shall ensure that no loss or damage is caused by any act or default on Caterer's part or on the part of Caterer's employees or personnel employed by the Caterer, either to the said premises or to the Bank's furniture, fixtures and fittings therein permitted to be used by the Caterer. The Caterer shall be liable to make good any loss caused to the Bank on account of any act or default on the Caterer's part or on the part of Caterer's employees or personnel employed by the Caterer, either to the said premises or to the Bank's furniture, fixture and fittings therein permitted to be used by the Caterer. Reasonable wear and tear or such damage or loss as may be caused by natural calamity or other forces beyond the Caterer's control, despite all reasonable and normal precautions taken by him, are expected.

24. The Bank shall be entitled to make alternative arrangement for providing

है तो बैंक को उपर्युक्त परिसर में अपने स्टाफ के सदस्यों को कैटीन सुविधाओं को मुहैया कराने के लिए वैकल्पिक व्यवस्था करने का अधिकार होगा। बैंक को इस संबंध में हुए किसी भी नुकसान को कैटरर से वसूलने का अधिकार होगा।

25. कैटरर द्वारा यह सुनिश्चित किया जाएगा कि कैटरर या उसके कर्मचारियों या कर्मियों की जानबूझकर या अन्यथा चूक या लापरवाही के किसी कार्य द्वारा अशांति या क्षति के लिए बैंक की औद्योगिक शांति को कोई अशांति /क्षति या खतरा नहीं होगा।

26. कैटरर या उसके कर्मचारियों या कर्मियों की किसी चूक या लापरवाही से बैंक को कोई भुगतान करने के लिए विवश होना पड़ा तो बैंक को कैटरर को अमानत जमा या कैटरर को बैंक से देय किसी अन्य राशि काटकर या कैटरर से वसूलने का अधिकार होगा।

27. समाप्ति पर या एतद्वारा ग्रांट शीघ्र निर्धारण की अनुमति दिए जाने पर कैटरर द्वारा बैंक को उपरोक्त कैटीन को चलाने के लिए उस समय लागू सभी लाइसेंस और परमिट बैंक को दे दिया जाएगा और बैंक या उसके नामिनी या नामिनियों को ऐसे लाइसेंस और परमिट अंतरित करने में सहायता किया जाएगा और इसके लिए उन्हें प्रतिपूर्ति करेगा।

28. इस करार के शीघ्र समाप्ति पर कैटरर द्वारा स्वयं को और अपने कर्मचारियों तथा अपने कर्मियों और अपने सभी सामग्रियों को परिसरों से हटा लिया जाएगा, ऐसा करने में असमर्थ रहने पर क्षेत्रीय निदेशक को कैटरर के जोखिम एवं कीमत पर कैटरर को आगे बिना कोई सूचना दिए ऐसा करने का अधिकार होगा। तथापि कैटरर को सुनिश्चित करना चाहिए कि कैटररकी कार्रवाई से उपर्युक्त परिसर या वहां स्थित बैंक किसी सम्पत्ति को कोई क्षति न पहुंचे।

29. इस करार में "क्षेत्रीय निदेशक" के रूप में संदर्भित तथा एतद्वारा संलग्न अनुसूची का

canteens facilities to its staff members in the said premises in the event of the Caterer suspending / discontinuing his service during the period of this agreement. The Bank shall be entitled to recover from the Caterer any loss that the former shall suffer in this regard.

25. The Caterer shall ensure that the industrial peace of the Bank is not disturbed/damaged or threatened to be disturbed /damaged by any act of omission or negligence, willful or otherwise, of the Caterer or his employees or his personnel.

26. The Bank shall be entitled to recover from the Caterer or deduct from the Security Deposit or any other amount due from the Bank to the Caterer, any amount that the Bank may be compelled to pay, under the law, on account of any default by or negligence of the Caterer or his employees and personnel.

27. On the expiry or sooner determination of the permission hereby granted, the Caterer shall surrender to the Bank all license/s and permit/s then in force relating to the running of the said Canteens and assist in transfer of such license/s and permit/s to the Bank or its nominee or nominees and the Bank shall compensate them therefore.

28. On the expiry of earlier termination of this agreement, the Caterer shall remove himself and his employees and his personnel from the premises and all articles belonging to him failing which, the Regional Director shall be entitled to do so without any further notice to the Caterer, at the cost and risk of the Caterer. The Caterer should, however, ensure that the Caterer's action does not cause any damage to the said premises or any property therein belonging to the Bank.

29. The reference to "the Regional Director" in this agreement and the

अर्थ बैंक के मुम्बई क्षेत्रीय कार्यालय उस समय के लिए क्षेत्रीय निदेशक और उनके द्वारा प्रयोग किए जाने वाले अधिकारों के बारे में या उनके इस करार के अंतर्गत बैंक या समय-समय पर उनकी ओर से पदनामित बैंक का कोई अधिकारी शामिल है।

30. बैंक के परिसर में तैनात किए गए अपने कर्मचारियों की एक पूर्ण एवं अद्यतन सूची कॉन्ट्रैक्टर को प्रदान करनी होगी।

करार की समाप्ती

लिखित रूप से कोई भी कारण स्पष्ट किए बगैर 30 दिनों का पूर्व नोटिस देकर संविदा अवधि के दौरान किसी भी समय संविदा को समाप्त करने का अधिकार रिजर्व बैंक के पास आरक्षित है। हालांकि, केटरर संविदा प्रभावी होने की तिथि से न्यूनतम 06 महीने की अवधि तक संविदा समाप्त नहीं करेगा। यदि केटरर न्यूनतम छः महीनों की अवधि के लिए सेवा प्रदान करने में असफल रहता है तो बैंक को यह अधिकार होगा कि वह अदा किए/जमा किए रु.2,00,000/- (रुपए दो लाख मात्र) की ईएमडी राशि जब्त करने का अधिकार होगा।

यदि ठेकेदार कोई अकेला व्यक्ति हो तो उसकी मौत की स्थिति में बैंक को करार को समाप्त करने का अधिकार होगा।

इस करार के तहत किसी भी अधिकार या रेमेडी के पक्षपात के बिना, यदि ठेकेदार, एक व्यक्ति / एकमात्र मालिक होने के नाते, मर जाता है, तो बैंक के पास इस तरह की समाप्ति के लिए किसी भी दायित्व के बिना करार को समाप्त करने का विकल्प होगा। हालांकि, यदि ठेकेदार ने अपने प्रतिनिधि को असाइनमेंट के वैध और पंजीकृत विलेख के तहत नियुक्त किया हो और करार पर हस्ताक्षर करने के समय संबंधित दस्तावेज बैंक

schedule thereto annexed shall mean the Regional Director for the time being of the Mumbai Regional Office of the Bank and shall include, in respect of any powers exercisable by him or the Bank under this agreement, any officer of the Bank designated by him in that behalf from time to time.

30. The Caterer shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Termination of contract

RBI reserves the right to terminate the contract at any time during the currency of the contract period by giving 30 days prior notice in writing without assigning any reason there for. The Caterer shall however continue to discharge the contractual obligation during the notice period unless dispensed with by the Bank. However, the Caterer shall not terminate the Contract for the period of minimum 6 months from the date of awarding of the contract. In the case of failure to provide the Catering Services for the minimum period of six months, the Bank has the right to forfeit the EMD amount Rs.2,00,000/- (Rs. Two Lakh only) paid /deposited by the Caterer.

Right of Bank to terminate contract in the event of death of contractor if individual.

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination. However, if the contractor had appointed his/ her representative under a valid and registered deed of assignment and submitted the relevant documents to the

के समक्ष प्रस्तुत किए हो, तो उसकी मृत्यु की स्थिति में बैंक उक्त प्रतिनिधि के साथ करार को, यदि यह शेष अवधि के लिए समान नियमों और शर्तों के तहत एक नए करार में प्रवेश करने की इच्छा रखता हो, इनमें से जो भी पहले हो, या बैंक द्वारा तय की गई अवधि के लिए, या एक नया करार किया जा सकता है या उसी को जारी रखा जा सकता है।

Bank at the time of signing of the contract, in the event of his/her death the Bank may continue the contract with the said representative, if it so desires by entering into a fresh agreement under the same terms and conditions for the remaining period or till a new agreement is executed, whichever is earlier or for the period as may be decided by the Bank.

ठेकेदार के कर्मचारी:

1. ठेकेदार द्वारा नियुक्त कर्मचारी प्रशिक्षित और अनुभवी होने चाहिए उनका स्वास्थ्य और चरित्र अच्छा होना चाहिए; व्यवहार अच्छा होना चाहिए, वे आज्ञाकारी और अपने कार्यों में निपुण होने चाहिए। उन्हें अंग्रेजी और हिंदी में बातचीत करनी आनी चाहिए।

Contractor's Employees:

1. The employees engaged by the contractor shall be trained and experienced people having good health and character; well behaved, obedient, and skillful in their tasks. They should be conversant in English and Hindi.

2. ठेकेदार बैंक में तैनात किए जाने वाले अपने कर्मचारियों की योग्यता, अनुभव, पता, फोटो इत्यादि के साथ उनकी सूची प्रस्तुत करेगा। कर्मियों में किये गये किसी भी परिवर्तन के बारे में बैंक को सूचित किया जाएगा। हालाँकि, आरबीआई के साथ किये गये करार के तहत बैंक ठेकेदार द्वारा रखे गए / नियोजित किसी विशेष कार्यकर्ता / कर्मचारी को अस्वीकार करने का अधिकार सुरक्षित रखती है।

2. The contractor shall furnish list of his/her employees to be deployed at Reserve Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any particular workmen/ staff placed/ employed by Contractor under the contract with RBI.

3. ठेकेदार उसके द्वारा नियोजित श्रमिकों की सुरक्षा सुनिश्चित करने के लिए सभी एहतियाती कदम उठाएगा और किसी भी घटना के मामले में रिजर्व बैंक जिम्मेदार नहीं होगा और बैंक को हुई किसी भी हानी के लिए ठेकेदार द्वारा क्षतिपूर्ति की जाएगी।

3. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by the contractor and Reserve Bank shall not be responsible in case of any eventuality and the Bank would be suitably indemnified for the same by the Contractor.

4 ठेकेदार पुलिस सत्यापन के बाद सभी कर्मचारियों को पहचान पत्र जारी करने की व्यवस्था करेगा। ठेकेदार सभी परिचालन नियमों और विनियमों का पालन करेगा, जिसमें बैंक द्वारा बनाए गए सुरक्षा और अनुशासनात्मक नियम भी शामिल हैं और जो परिसर के पूरे या हिस्से पर लागू होते हैं, जिसमें ठेकेदार या उसके कर्मचारी परिचालन / काम करते हैं।

4. The Contractor shall arrange to issue Identity Cards to all the staff after police verification. The Contractor shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the contractor or its employees happen to be operating / working. In the

उक्त नियमों और विनियमों का उल्लंघन करने वाले ठेकेदार के किसी भी कर्मचारी या बैंक के लिए किसी भी तरह से आपत्तिजनक होने की स्थिति में, ठेकेदार ऐसे कर्मचारियों को बैंक के परिसर से हटा देगा और नियमों और विनियमों के उल्लंघन के कारण हुए किसी भी नुकसान के लिए बैंक की क्षतिपूर्ति करेगा।

5. ठेकेदार यह सुनिश्चित करेगा कि ड्यूटी पर मौजूद उसका कोई भी कर्मी नशे की स्थिति में न हो या ड्यूटी पर या फिर बैंक के परिसर के अंदर ड्रग, प्रतिबंधित पदार्थ, धूम्रपान आदि का सेवन न करता हो। ठेकेदार ऐसे किसी भी कर्मचारी को काम से निकाल देगा, जो बैंक की राय में, दुराचारी है, या सेवा के लिए किसी भी तरह से अयोग्य या अनुपयुक्त है। ठेकेदार हर समय बैंक की उन सभी दावों के खिलाफ क्षतिपूर्ति करेगा, जो कर्मचारी मुआवजा अधिनियम, या उसके तहत बनाये गये नियमों या कोई भी कानून या इस करार के उद्देश्य से उसके रोजगार में किसी व्यक्ति द्वारा सामना किये गये किसी भी दुर्घटना या चोट के परिणाम में देय मुआवजे के नियमों के तहत बनाये जा सकते हैं। ठेकेदार अपने कर्मचारियों को पारिश्रमिक और अन्य देय के लिए पूरी तरह से जिम्मेदार होगा, साथ ही उनके द्वारा किए गए चूक / कृत्य के लिए भी पूरी तरह से जिम्मेदार होगा। कैटरर सुनिश्चित करेगा कि उपरोक्त कैटीन की देखभाल के लिए केवल सक्षम, शारीरिक रूप से फिट हों (कामगारों एवं पर्यवेक्षकों के लिए आयु यथासंभव 18-40 वर्ष के बीच की हो) और अनुभवी व्यक्तियों को ही काम पर तैनात किया जाएगा तथा अन्य कर्मचारियों की पर्याप्त संख्या जो अनुभवी, सक्षम, बीमारियों से मुक्त, स्वच्छ, विनम्र साफ सुथरे कपड़े पहने हुए लोगों को ही काम पर लगाएगा जिनके बारे में पुलिस के माध्यम से कैटरर द्वारा जांच कराई गई हो। ठेकेदार सुनिश्चित करेगा कि बैंक / सरकार द्वारा विनिर्दिष्ट कोविड - 19 प्रोटोकॉल का सख्ती से अनुपालन किया जा रहा है एवं यह भी सुनिश्चित करेगा कि करार के उद्देश्य से तैनात व्यक्ति कोविड-19 प्रोटोकॉल का पालन कर रहे हैं। उपरोक्त कैटीन में कैटरर द्वारा ऐसे व्यक्ति को

event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Contractor shall remove forthwith such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.

5. The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes drug, prohibited substances, smoke, etc., while on duty or otherwise inside the Bank's 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 and keep the Bank indemnified against all claims which may be made under the Employees' 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. The Caterer shall ensure that only efficient and experienced persons for supervising the working of the said canteen/s and adequate number of other employees who shall be experienced, efficient, physically fit (i.e., preferably between age of 18 to 40 years for workmen and for supervisor), free from diseases, clean, courteous, and neatly clothed in livery are deployed, whose antecedents have been duly verified by the Caterer through the police. The Caterer shall ensure that the COVID-19 protocol as may be specified by the Bank/Government is strictly complied and also ensure that the persons deployed for the purpose of the agreement comply with the COVID-19 protocol. The Caterer shall not deploy for the purpose of the said

तैनात नहीं किया जाएगा या तैनाती जारी रखी जाएगी जिसके बारे में क्षेत्रीय निदेशक ने आपत्ति जताई हो।

6. बैंक के कर्मचारियों, मेहमानों, आदि द्वारा प्राप्त सुविधाओं पर ठेकेदार और ठेकेदार द्वारा लगे कर्मचारियों को कोई अधिकार या दावा नहीं होगा।

7. यह स्पष्ट रूप से समझा जाता है कि ठेकेदार के कर्मचारियों का बैंक के साथ कोई कर्मचारी-नियोक्ता या मालिक-सेवक संबंध नहीं होगा।

canteen/s any person whose presence is objected to by the Regional Director.

6. The workmen / employees engaged by the Contractor shall not have any right/claim over the facilities enjoyed by Reserve Bank employees, guests, etc.

7. It is clearly understood that the contractor's employees shall not have any employee-employer or master-servant relationship with Bank.

लाइसेंस और पंजीकरण

ए) केंद्र सरकार एवं राज्य सरकार के समस्त कानून, विभिन्न कर (आयकर, बिक्री कर, सेवा कर इत्यादि), श्रम एवं औद्योगिक कानून, जैसे न्यूनतम वेतन अधिनियम, प्रतिपूर्ति अधिनियम, ईपीएफ अधिनियम, बोनस का भुगतान अधिनियम, संविदा श्रम विनियमन एवं समाप्ति अधिनियम, इत्यादि के प्रावधानों के अनुपालन का सम्पूर्ण दायित्व केटरर का होगा। ठेकेदार द्वारा तैनात किए गए व्यक्तियों और बैंक के बीच कोई भी कर्मचारी और नियोक्ता का संबंध नहीं होगा। यदि, किसी भी प्रभावी कानून के अनुसार संविदागत श्रमिकों के प्रति उसके दायित्व के निर्वहन में केटरर की ओर से हुई चूक अथवा क्षति के कारण केटरर द्वारा रखे गए संविदागत श्रमिकों को किसी राशि का भुगतान करने हेतु प्रधान नियोजक के रूप में बैंक को बाध्य किया गया, तो बैंक द्वारा वहन की गई ऐसी राशि और अन्य संबन्धित खर्च/प्रभार/दंड का भुगतान करने हेतु केटरर बाध्य होगा।

Licenses and Registrations

A) The Caterer shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (Income tax, sales tax, service tax, etc.), labour and industrial laws, such as Minimum Wages Act, Compensation Act, EPF Act, Payment of Bonus Act, Gratuity Act, The Contract Labour Regulation and Abolition Act etc. relating to persons deployed for providing services to RBI. There will be no employee employer relationship between the persons engaged by the Caterer and the Bank. In the event that the Bank as Principal Employer is required/called upon to pay any amount to the contract labourer engaged by the Caterer due to lapse or, default on the part of the Caterer in discharging his obligation towards the contract labourer in terms of any law in force, the Caterer shall be liable to reimburse such amount and any other related expenses/charges/penalties borne by the Bank.

बी) पीएफ़ और ईएसआई अधिनियम के अनुपालन के प्रमाण के रूप में केटरर को वार्षिक रूप से अनुक्रम से पीएफ़ विवरणी और ईएसआई कार्ड की प्रति प्रस्तुत करनी होगी। उसे तिमाही आधार पर पीएफ़, ईएसआई और सेवा कर के जमा राशि चालान प्रस्तुत करने होंगे।

सी) कैटरर को भोजन सामग्री, पेय एवं नाश्ता की तैयारी एवं बिक्री से संबंधित मनपा एवं अन्य विनियमों का अनुपालन करना होगा और अपने नाम तथा व्यय पर आवश्यक लाइसेंस तथा परमिट प्राप्त करना होगा। कैटरर को कानून के अंतर्गत कैटरर के लिए लागू के अनुसार इन शर्तों एवं ऐसे किसी सांविधिक जरूरतों को अपनी ओर से किसी चूक के विरुद्ध बैंक को शपथ देना होगा। आगे इस बात पर सहमति है कि ठेकेदार रोजगार से संबंधित सभी नियमों तथा अपने कर्मचारियों से संबंधित सभी सेवा शर्तों का अनुपालन किया जाएगा जिसमें केवल न्यूनतम मजूरी का भुगतान, मजदूरी का भुगतान, कर्मचारी राज्य बीमा, उपदान इत्यादि ही शामिल नहीं है अपितु उन कानूनों के अधीन अपनी लागत पर राशियों / फीस / प्रीमियम इत्यादि का भुगतान किया जाएगा और उचित प्राधिकारियों के पास रिटर्न फाइल करना / जमा करना सुनिश्चित किया जाएगा। इस क्लॉज के अनुपालन में ठेकेदार की असफलता के कारण यदि बैंक को उन कानूनों के अनुपालन के लिए जिम्मेदार ठहराया गया और बैंक को उनका भुगतान या रिटर्न फाइल करना पड़ा तो कैटरर को इसके विरुद्ध बैंक को शपथ देना होगा और बैंक को यह अधिकार होगा कि वह ठेकेदार की इस प्रकार की असफलता के कारण बैंक द्वारा किए गए ऐसे व्यय को वह ठेकेदार से वसूल करे तथा बिना किसी आग्रह के कानून के अंतर्गत बैंक के पास उपलब्ध किसी / सभी साधन से तत्काल प्रभाव से ठेके को समाप्त करने के अपने अधिकारका प्रयोग करके ठेके को समाप्त कर दे और इस करारया बैंक और ठेकेदार के बीच किए गए किसी अन्य करार के अंतर्गत बैंक से ठेकेदार को देय किसी राशि, यदि कोई हो, ऐसी राशि / लागत को वसूल करे।

(B) The Caterer has to submit yearly PF statement and copy of ESI card as proof of complying with PF and ESI Act respectively. He has to submit money deposit challans of PF, ESI and Service Tax on a quarterly basis.

(C) The Caterer shall comply with the Municipal and other regulations relating to the preparation and sale of foodstuffs, beverages and refreshment and shall obtain the necessary licenses and permits in his own name and at his own expense. The Caterer shall indemnify and keep indemnified the Bank against any lapse on his part in complying with these conditions or any such statutory requirements as applicable to the Caterer under the law. It is further agreed that the Caterer shall be liable for ensuring compliance with all laws relating to the employment and conditions of service of its employees including but not limited to payment of minimum wages, payment of wages, Employees' State Insurance, gratuity etc., and also liable, at his own cost, to make all necessary payment of amounts / fees / premia etc. due under those laws and ensure filing / submission of returns to the appropriate authorities under those laws. In case of failure on the part of the Caterer to ensure compliance with this clause and in the event of the Bank being made / held liable for compliance under those laws and / or make payment, file returns etc., the Caterer shall indemnify and keep indemnified the Bank against any such failure and the Bank would be entitled to recover the amounts paid or costs incurred by it due to such failure on the part of the Caterer, by taking recourse to any / all remedies available to the Bank under the law without prejudice to its right to terminate this contract with immediate effect and without prejudice to the right of the Bank to recover such amounts / costs from and out of the amounts, if any, due to the Caterer from the Bank under this

agreement or any other agreement entered into between the Bank and the Caterer.

बीमा -

1. कैटरर करार के मूल्य के लिए "सर्व जोखिम पॉलिसी" और करार की अवधि में काम करने वाले श्रमिकों के लिए कर्मचारी क्षतिपूर्ति पॉलिसी लेगा, जो इसके बाद नवीकरणीय होगी यदि बैंक द्वारा करार को नवीनीकृत किया जाता है। ठेकेदार कार्य निष्पादित करते समय व्यक्तियों, संपत्ति, जानवरों या भवन या तीसरे पक्ष को होने वाली किसी भी हानि या क्षति के लिए बैंक को क्षतिपूर्ति करेगा। ठेकेदार पर तीसरे पक्ष की देयता किसी भी दुर्घटना या घटना के लिए प्रति व्यक्ति न्यूनतम रु. 2.00 लाख होगी और किसी एक दुर्घटना या घटना के लिए संपत्ति को होने वाली क्षति के संबंध में रु. 5.00 लाख होगी। तैनात किये गये सभी कर्मचारियों के लिए ठेकेदार द्वारा कामगार मुआवजा बीमा पॉलिसी भी ली जाएगी और उसकी प्रतियां करार पर हस्ताक्षर करने के 10 दिनों के भीतर बैंक को प्रस्तुत की जाएंगी। ये पॉलिसियां बैंक के साथ किये करार की वैधता तक वैध होंगी। यदि ठेकेदार इन पॉलिसियों को 10 दिनों के भीतर प्रदान नहीं करता है, तो बैंक उपरोक्त बीमा पॉलिसियों को स्वयं लेने और ठेकेदार के बिल से लागत को पुनर्प्राप्त करने का अधिकार अपने पास सुरक्षित रखता है।

2. ठेकेदार व्यक्तियों, संपत्ति, जानवरों या चीजों और संपत्ति को हुई सभी क्षतियों और सभी संरचनात्मक और सजावटी नुकसान के लिए जिम्मेदार होगा, जो संचालन या स्वयं या किसी कर्मचारी की उपेक्षा के कारण उत्पन्न हो सकता है, चाहे इस तरह की चोट या क्षति लापरवाही, दुर्घटना या किसी अन्य कारण से उत्पन्न होती है, वह किसी भी तरह से इस करार से जुड़ा हुआ है। यह क्लॉज़ परस्पर, इमारतों, संपत्ति को ठंड, बारिश, हवा या मौसम झुकाव के कारण किसी भी नुकसान जहां तुरंत आसन्न या अन्यथा, और

Insurance-

1.The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work for the period of the contract, renewable thereafter if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability on contractors shall be minimum ₹2 lakh per person for any one accident or occurrence and ₹5 lakh in respect of damage to property for any one accident or occurrence. Workmen compensation Insurance policy for all the staff deployed shall also be taken by the Contractor and copies of the same shall be submitted to the Bank within 10 days of signing the agreement. These policies shall be valid till the validity of contract with the Bank. If the contractor does not provide these policies within 10 days of the signing of the agreement, the Bank reserves the right to take the above insurance policies and recover the cost thereof from the bill of the contractor.

2.The contractor shall be responsible for all injury to persons, animals, or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any employee or either, whether such injury or damage arises from carelessness, accident, or any other cause whatever, in any way connected with the carrying out of this contract. This clause shall be held to include inter alia any damage to buildings, where immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges, or ways as well

सड़कों, सड़कों, फुटपाथों, पुलों या तरीकों के साथ-साथ इमारतों और कार्यों को हुए नुकसान के लिए क्षति शामिल होगी। ठेकेदार बैंक को क्षतिपूरित रखेगा और किसी व्यक्ति या संपत्ति को किसी भी चोट या नुकसान से उत्पन्न होने वाले खर्च के संबंध में हानिरहित रखेगा, जैसा ऊपर दिया गया है और किसी भी विधायिका के किसी भी अधिनियम या अन्यथा के तहत चोट या क्षति के संबंध में किए गए किसी भी दावे के संबंध में और किसी भी मुआवजे के संबंध में या ऐसे दावे पर परिणामी क्षति के लिए हानिरहित रखेगा।

3. ठेकेदार इस क्लॉज में उल्लिखित हर प्रकार की सभी क्षति को बहाल करेगा, ताकि संपूर्ण करार कार्य को पूरा कर प्रदान किया जा सके और हर मामले में पूर्णता हो, ताकि भलाई की जा सके या अन्यथा तीसरे पक्ष की सभी की संपत्ति के नुकसान के लिए सभी दावों को पूरा किया जा सके।

4. ठेकेदार उन सभी दावों के खिलाफ बैंक को क्षतिपूरित रखेगा, जो किसी भी चीज के संबंध में जनता या अन्य तीसरे पक्ष के किसी भी सदस्य द्वारा बैंक के खिलाफ किए जा सकते हैं, जो काम के संबंध में या उसके परिणामस्वरूप उत्पन्न हो सकते हैं और अपने स्वयं के खर्च पर इस तरह के जोखिमों के खिलाफ एक अनुमोदित कार्यालय के साथ बैंक और ठेकेदार के संयुक्त नामों में बीमा की पॉलिसी लेगा और उसे करार को पूरा होने तक प्रभावी और कायम रखेगा और इस करार के जारी रहने के दौरान समय-समय पर बैंक के साथ ऐसी पॉलिसी या पॉलिसियों को जमा करेगा।

5. ठेकेदार इसी तरह सभी दावों के खिलाफ बैंक को क्षतिपूरित रखेगा, जो कि बैंक पर किए जा सकते हैं, चाहे वह कर्मचारी क्षतिपूर्ति अधिनियम के तहत हो या किसी अन्य क़ानून के तहत हो, इस करार के जारी रहने के दौरान या सामान्य क़ानून में ठेकेदार के किसी भी कर्मचारी के संबंध में क्षतिपूरित रखेगा और अपने स्वयं के खर्च पर करार के पूरा होने तक

as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind, or other inclemency of weather. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

3.The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

4.The Contractor shall indemnify and keep the Bank indemnified against all claims which may be made against the Bank by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the completion of the contract, with an approved Office a Policy of Insurance in the joint names of the Bank and Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

5. The Contractor shall also similarly indemnify the Bank against all claim which may be made upon the Bank, whether under the Employees compensation Act or any other statute in force, during the currency of this contract or at common Law in respect of any employee of the contractor and shall be at his own expense effect and maintain until the

उसे प्रभावी और कायम रखेगा, या इस तरह के जोखिमों के खिलाफ एक अनुमोदित कार्यालय के साथ बैंक और ठेकेदार के संयुक्त नामों में बीमा की पॉलिसी लेगा और इस करार के जारी रहने के दौरान समय-समय पर बैंक के साथ ऐसी पॉलिसी या पॉलिसियों को जमा करेगा।

6. ठेकेदार ऐसी किसी भी देयता के लिए जिम्मेदार होगा, जिसे हो सकता है कि ऊपर उल्लिखित बीमा पॉलिसियों से बाहर रखा गया हो और किसी भी व्यक्ति, पशु या संपत्ति से उत्पन्न अन्य सभी नुकसानों के लिए जिम्मेदार होगा और जो इस करार को जारी रखने में लापरवाह या दोषपूर्ण के लिए आकस्मिक हो सकता है। वह किसी भी दावे या कार्यवाही से उत्पन्न किसी भी लागत, शुल्क या व्यय के संबंध में और उनसे उत्पन्न क्षतिपूर्ति या क्षति के किसी भी प्रकार के संबंध में भी बैंक को क्षतिपूरित रखेगा।

7. ठेकेदार आग से होने वाले नुकसान या क्षति के खिलाफ अपने खर्चे पर श्रमिकों का बीमा करेगा और काम पूरा होने तक उनका बीमा कायम रखेगा। ये बीमा बैंक और ठेकेदार के संयुक्त नामों के साथ (पूर्ववर्ती के नाम को पॉलिसी में पहले रखा जायेगा) और करार की पूरी राशि के लिए होगा। ऐसी पॉलिसी बैंक की संपत्ति और केवल दावे के आकलन के लिए और आम तौर पर बहाली में उसकी सेवाओं के संबंध में बैंक के सर्वेयर की फीस को कवर करेगी और ठेकेदार या किसी भी उप- ठेकेदार या कर्मचारी की किसी भी संपत्ति को कवर नहीं करेगी। जैसा कि निर्दिष्ट किया है, ठेकेदार पॉलिसी और प्रीमियम की रसीदों को जमा करेगा। उपरोक्त शर्तों के अनुसार बीमा लेने में यदि ठेकेदार द्वारा चूक हो जाती है तो ठेकेदार की ओर से बैंक द्वारा उक्त कामों का बीमा किया जा सकता है और इस तरह की चूक के संबंध में बैंक के अन्य अधिकारों के लिए बिना किसी पूर्वाग्रह के चुकाए गए ऐसे किसी भी प्रीमियम के पैसों की कटौती ठेकेदार को दी जाने वाली राशि से कर सकता है।

completion of the contract, or with an approved Office a Policy of Insurance in the joint names of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

6. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify and keep the Bank indemnified in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.

7. The Contractor shall insure the workers at his cost and keep them insured until the completion of the work, against loss or damage by fire within the joint names of the Bank and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Bank, the premium of such further sum, being allowed to the contractor as an authorized extra. Such policy shall cover the property of the Bank only and the Bank's and Surveyors fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the contractor or of any sub-contractor or employee. The contractor shall deposit the policy and the receipts for the premium as specified. In default of the contractor insuring as provided above, the Bank on his behalf, may so insure the works and may deduct the premium paid from any money due or which may become due to the contractor without prejudice to the other rights of the Bank in respect of such default.

गैर-प्रकटीकरण:

ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट किया जा रहा है। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से होने वाले इस करार की समाप्ति या समापन को बचायेंगे।

किरायेदारी के अधिकार

ऊपर किए गए उल्लेख के अनुसार कैंटीन चलाने की अनुमति के ग्रांट पर विचार करते हुए कैटरर द्वारा उपरोक्त कैंटीन के भाड़े के रूप में दस रुपए प्रति माह प्रति कैंटीन की राशि प्रतिपूर्ति के रूप में बैंक को दिया जाएगा जिसका भुगतान प्रत्येक महीने के सात तारीख या उससे पूर्व प्रत्येक महीने के लिए अग्रिम में दिया जाएगा। भाड़े के भुगतान से किसी भी प्रकार का अधिकार नहीं प्राप्त होगा और ठेकेदार को इस संविदा के निरस्त होने पर कैंटीन परिसर को खाली करके शांति पूर्वक

Non-disclosure:

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 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 take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

Tenancy Rights

The Caterer shall, in consideration of the grant of permission to run the Canteens as aforesaid, pay to the Bank by way of compensation a sum of rupees Ten per month per canteen towards rent for the said Canteens which shall be paid in advance for each month on or before the seventh day of each month. Payment of rent will not amount to creation of any tenancy and the Caterer shall hand over vacant and peaceful possession of the canteen's premises on termination of this contract. If the Caterer fails to remove his

सौंपना होगा। यदि ठेकेदार संविदा के समाप्त होने पर अपने समानों को नहीं हटाएगा तो बैंक को इसे हटाने का अधिकार होगा। ऐसी स्थिति में आयटमों को हटाने एवं भंडारण पर होने वाले व्यय की प्रतिपूर्ति ठेकेदार द्वारा बैंक को देना होगा। बैंक द्वारा ठेकेदार को बैंक के पास रखे गए आयटमों को हटाने के लिए 7 (सात) दिनों की नोटिस दी जाएगी और यदि ठेकेदार इन्हें हटाने में असमर्थ रहता है तो बैंक को इन आयटमों को बेचने का अधिकार होगा और इन आयटमों को हटाने, भंडारण एवं निपटान पर हुए व्यय को समायोजित करने का अधिकार भी होगा। इस संबंध में क्षेत्रीय निदेशक का निर्णय अंतिम होगा।

यौन उत्पीड़न:

“कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध एवं निवारण) अधिनियम 2013 के प्रावधानों के पूर्ण अनुपालन हेतु कॉन्ट्रैक्टर / एजेंसी स्वयं उत्तरदायी होंगे। यदि, बैंक के परिसर में अपने कर्मचारी के खिलाफ यौन उत्पीड़न की कोई शिकायत होती है, तो कॉन्ट्रैक्टर / एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दायर की जाएगी और कॉन्ट्रैक्टर / एजेंसी को उक्त अधिनियम के तहत शिकायत के संबंध में उचित कार्रवाई सुनिश्चित करनी होगी।

बी. कॉन्ट्रैक्टर के किसी भी व्यथित कर्मचारी द्वारा बैंक के किसी कर्मचारी के खिलाफ की गई यौन उत्पीड़न की शिकायत को बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा विचारणार्थ लिया जाएगा।

सी. यदि किसी घटना में कॉन्ट्रैक्टर का कर्मचारी शामिल है और यदि कॉन्ट्रैक्टर के किसी कर्मचारी के खिलाफ यौन हिंसा का मामला

belongings after the termination of this contract, the Bank shall have the right to remove the same. In such an event the Caterer shall be liable to reimburse the expenses incurred by the Bank in removing and storing the items. The Bank shall give a 7 days' notice to the Caterer for removing the items from the Bank's custody and if the Caterer fails to remove the same, the Bank shall have right to dispose of the items and appropriate the expenses incurred towards removal, storage and disposal of these items. The decision of the Regional Director shall be final in this regard.

Sexual Harassment:

The Caterer/ 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 Regional Complaint Committee constituted by the Caterer/ Agency and the Caterer/ Agency shall ensure appropriate action under the said act in respect to the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the Caterer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The Caterer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the

सिद्ध होता है और बैंक के कर्मचारी को कोई आर्थिक राहत देय होती है तो वह आर्थिक प्रतिपूर्ति अदा करने के लिए कॉन्ट्रैक्टर स्वयं जिम्मेदार होगा।

डी. कार्यस्थल पर यौन उत्पीड़न की रोकथाम एवं अन्य संबंधित मामलों के बारे में कर्मचारियों को प्रशिक्षित करने की जिम्मेदारी कॉन्ट्रैक्टर की होगी।

ई. बैंक के परिसर में तैनात किए गए अपने कर्मचारियों की एक पूर्ण एवं अद्यतन सूची कॉन्ट्रैक्टर को प्रदान करनी होगी।

employees of the Caterers, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Caterer is proved.

d) The Caterer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

e) The Caterer shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

जोखिम और लागत:

किसी भी अन्य क्लॉज में चाहे कुछ भी निहित हो, बैंक इस करार के तहत ठेकेदार की ओर से अपने दायित्वों का निर्वहन करने में विफलता के कारण या इसके दिवालिया होने, या परिसमापन की स्थिति में करार को समाप्त करने का अधिकार रखती है। ठेकेदार की ओर से विफलता होने के बारे में बैंक का निर्णय अंतिम होगा और ठेकेदार पर बाध्यकारी होगा। यदि कैटीन सेवा, संचालन के किसी भी क्षेत्र में किसी भी प्रकार की सेवा रुक जाती है तो, उसके लिए बैंक द्वारा तय की गई दंडात्मक कार्रवाई के लिए ठेकेदार उत्तरदायी है। ठेकेदार की ओर से किसी भी विफलता की स्थिति में, बैंक को यह अधिकार होगा कि वह किसी भी अन्य वैकल्पिक एजेंसी के माध्यम से किसी भी पक्षपात के बिना, ठेकेदार के जोखिम और लागत पर काम करवा सके। अतिरिक्त लागत, हानि, यदि बैंक द्वारा किसी भी ठेकेदार से वसूली जाएगी।

Risk and Cost Clause:

Notwithstanding anything contained in any other clause, Bank reserves the right to terminate the contract due to any failure on the part of the contractor in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the Bank about the failure on the part of the contractor shall be final and binding on the contractor. If there is any stoppage of service in any area of the canteen operation, for any reason, the contractor is liable for penal action as decided by Bank. In the event of any failure on the part of the contractor, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost, loss, if any incurred by Bank would be recovered from the contractor.

अप्रत्याशित घटना

यदि करार जारी रहने के दौरान किसी भी समय, दोनों में से कोई भी पक्ष आकस्मिक घटना के अधीन आता है, जैसे, नागरिक उपद्रव, दंगे, हड़ताल, तूफ़ान, नागरिक हंगामें, कामगारों का स्थानीय हंगामा, या तालाबंदी, जिससे काम पर नियोजित व्यापार प्रभावित हो सकते हैं, या कोई भी आग लगने से हुई गंभीर हानि / क्षति, ईश्वर के कार्य आदि, जो किसी भी पक्ष को अपने दायित्व का निर्वहन करने से रोक सकते हैं, ऐसे मामले में प्रभावित पक्ष ऐसी घटना के होने के बारे में दूसरे पक्ष को तुरंत सूचित करेगा। इस तरह की घटना के कारण किसी भी पक्ष को अपने दायित्वों के ऐसे कार्य प्रदर्शन के संबंध में करार को समाप्त करने का अधिकार नहीं होगा। जैसे ही घटना समाप्त हो जाती है या अस्तित्व में नहीं रह जाती वैसे ही इस करार के तहत दायित्वों को जितनी जल्दी व्यावहारिक हो सके फिर से शुरू किया जाएगा। यदि इस घटना की वजह से परस्पर सहमत की गई अवधि के परे इस करार के तहत किसी भी दायित्व के कार्यप्रदर्शन को से रोका जाता है या देरी की जाती है, यह कोई अवधि हो, या सात दिन, इनमें से जो भी अधिक हो, तो दोनों में से कोई भी पक्ष अपने विकल्प पर यह करार समाप्त कर सकता है।

विवाद समाधान:

सफल बोलीदाता के साथ निष्पादित इस करार के तहत उत्पन्न होने वाले सभी विवादों का पक्षों के बीच चर्चा के माध्यम से सौहार्दपूर्वक निपटारा किया जाएगा। किसी भी विवादित विवाद के मामले में, उसे पक्षों द्वारा परस्पर सहमत एकमात्र मध्यस्थ को संदर्भित किया जाएगा। यदि पक्ष इस एकमात्र मध्यस्थ के साथ सहमत नहीं होते हैं, तो प्रत्येक पक्ष एक मध्यस्थ नियुक्त करेगा, और दोनों नियुक्त मध्यस्थ, तीसरे मध्यस्थ को नियुक्त करेंगे, जो पीठासीन मध्यस्थ के रूप में कार्य करेगा। इस तरह की कार्यवाही के लिए मध्यस्थता और सुलह अधिनियम, 1996

Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more either party may at its option terminate the contract.

Disputes Resolution:

All disputes arising out of the Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the

के प्रावधान लागू होंगे और यह मध्यस्थता मुंबई में आयोजित की जाएगी। इस तरह से नियुक्त किए गए मध्यस्थ का निर्णय अंतिम और बाध्यकारी होगा। मध्यस्थता की कार्यवाही के दौरान, ठेकेदार इस करार के तहत अपने संविदात्मक दायित्व का निर्वहन करना जारी रखेगा, जब तक कि बैंक द्वारा समाप्त न किया जाए। यह करार केवल मुंबई में अदालतों के विशेष क्षेत्राधिकार के अधीन है। किसी भी कानूनी विवाद को निपटाने के लिए वैकल्पिक करार पद्धति का उपयोग केवल आपसी सहमति से किया जा सकता है।

Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

आरबीआई के अधिकारों का प्रयोग करने में विफलता

Failure to Exercise RBI's rights

ठेकेदार की संलग्नता की शर्तों के तहत बैंक की ओर से किसी भी समय अपने किसी भी अधिकार का उपयोग करने में हुई किसी भी चूक को बैंक की ओर से उसके अधिकारों के छूट के रूप में नहीं माना जाएगा और बाद में किसी भी समय, किसी भी तरह से नियमों की वैधता और अपने अधिकारों को लागू करने के लिए बैंक के विशेषाधिकारों को हानि नहीं पहुंचाएगा या उन्हें प्रभावित नहीं करेगा।

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

इस करार को डुप्लिकेटमें तैयार किया जाएगा। मूल प्रति बैंकके पास और डुप्लिकेट कैटरर के पास रहेगा, इस करार और इसके डुप्लिकेट पर स्टैप पेपर की लागत कैटरर द्वारा वहन किया जाएगा।

उपर्युक्त दर्शायी गयी तारीख को निम्नलिखित साक्षी की उपस्थित में बैंक ने अधिकृत पदाधिकारियों के माध्यम से दो प्रतियों में हस्ताक्षर किए तथा कैटरर्स ने भी निम्नलिखित अधिकृत प्रतिनिधियों के माध्यम से दो प्रतियों में हस्ताक्षर किया।

This Agreement shall be executed in duplicate. The Bank shall retain the original and Caterer the duplicate; the cost of stamp paper on this agreement and its duplicate shall be borne by the Caterer.

IN WITNESS WHEREOF the Bank has set its hands to these present and a duplicate hereof through its authorized official and the Caterer has set his hands to these presents and the said duplicate through its authorized representative on the day, month and year first hereinabove written

1)	<p>----- के अंतर्निर्दिष्ट प्रोप्राइटर द्वारा अपने प्राधिकृत प्रतिनिधि के माध्यम से हस्ताक्षरित एवं सुपुर्द</p> <p>SIGNED AND DELIVERED BY WITHIN NAMED PROPRIETOR OF -----</p> <p>-----</p> <p>THROUGH ITS AUTHORISED REPRESENTATIVE.</p> <p>साक्षी / WITNESS</p> <p>1.</p> <p>2.</p>	<p>(नाम:-----)</p> <p>(name -----)</p>
2)	<p>अंतर्निर्दिष्ट क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक द्वारा अपने प्राधिकृत पदाधिकारी के माध्यम से हस्ताक्षरित एवं सुपुर्द</p> <p>SIGNED AND DELIVERED BY THE WITHIN NAMED REGIONAL DIRECTOR, RESERVE BANK OF INDIA THROUGH ITS AUTHORIZED OFFICIAL.</p>	<p>कृते भारतीय रिजर्व बैंक पदनाम:</p> <p>(नाम:-----)</p> <p>FOR RESERVE BANK OF INDIA, Designation</p> <p>(Name -----)</p>
3)	<p>साक्षी / WITNESS</p> <p>1.</p> <p>2.</p>	

अनुसूची 'ए'

SCHEDULE 'A'

केटरर द्वारा अनुपालन की जाने वाली शर्तें

Conditions to be complied with by the Caterer

1. भोजन सामग्री, पेय और नाश्ता को तैयार करने के लिए अपने इलेक्ट्रिक स्टोव या गैस का उपयोग किया जाएगा और क्षेत्रीय निदेशक की पूर्व अनुमति के बिना केरासिन, फायरवुड, कोयला या चारकोल का उपयोग नहीं किया जाएगा ।
 2. क्षेत्रीय निदेशक की संतुष्टि के अनुरूप अपने कर्मचारियों या कर्मियों को तैनात करके कैंटीन और टिफिन रूम को स्वच्छ हाइजिनिक स्थिति में बनाए रखना और टिफिन रूम में पानी देने की व्यवस्था करना।
 3. यह सुनिश्चित करना कि कटलरी, क्रॉकरी, युटेंसिल इत्यादि जिसमें भोजन और पेय तैयार किया जाता है और / या दिया जाता है, उन्हें ठीक से और हाइजिनिक रूप से साफ किया जाए।
 4. भोजन सामग्री एवं अन्य सामानों को हाइजिनिक रूप से भंडारण किया जाए और पीने का पानी बंद बर्तनों में दिया जाए ।
 5. रद्दी को फेंकने के लिए उचित पात्र मुहैया कराया जाए और अपनी लागत पर समय-समय पर रद्दी को त्वरित रूप से तथा उचित रूप से हटाने की व्यवस्था किया जाए ।
 6. कैटरर द्वारा करार के क्लॉज 24 की शर्तानुसार सेवाओं के लिए तथा गैस
1. To use his own electric stove or gas for preparing food stuffs, beverages, and refreshments and not to use kerosene, firewood, coal, coke, or charcoal without the prior permission in writing from the Regional Director.
 2. To maintain and keep the Canteens and Tiffin room in a clean hygienic condition by employing his own employees or personnel for the purpose to the satisfaction of the Regional Director and also to make arrangements for serving water in the Tiffin room.
 3. To ensure that the cutlery, crockery, utensils, etc., in which food and beverages are prepared and/or served are properly and hygienically cleaned.
 4. To store food-stuff and other articles in a hygienic manner and provide drinking water in receptacles with tap.
 5. To provide proper receptacles for throwing refuse and to arrange at his own cost for prompt and proper removal of refuse from time to time.
 6. The Caterer shall enter into a contract with the Maintenance Caterers approved by the Bank from time to

स्थापनाओं के अनुरक्षण के लिए समय-समय पर बैंक द्वारा स्वीकृत अनुरक्षण ठेकेदारों के साथ संविदा किया जाएगा और उनका सेवा प्रभार भुगतान किया जाएगा ।

time, for servicing and maintenance of gas installation in terms of Clause 24 of the Agreement and shall pay the servicing charges, therefore.

अनुसूची 'बी' / SCHEDULE 'B'

A. दोपहर का भोजन (समस्त कार्यदिवस पर) / Lunch: (On all Working Days)

शाकाहारी VEGETARIAN

क्रम S. N.	सामग्री Items	मात्रा/वजन Quantity / Weight
1	चावल / Rice	100 gms
2	सुखी भाजी / Dry Bhaji	50 gms
3	सब्जी भाजी (रसादार) / Vegetable Bhaji (Gravy)	50 gms
4	दाल / Dal	30 gms
5	दही / Curd	30 gms
6	पुरी / पराठा / चपाती / Puris / Parathas / Chapatis	2 pieces
7	पापड / Papad	1 pieces
8	अचार / Pickle	5 gms
9	मीठा / फल / Sweet / Fruit	30 gms

शाकाहारी भोजन की लागत / Cost of Veg. Lunch = As per Financial Bid

मांसाहारी / NON-VEGETARIAN

क्रम S. N.	सामग्री Items	मात्रा/वजन Quantity / Weight
1	मटन / मछली / चिकन (रसादार) Mutton/ Chicken (Gravy)	70 gms
2	चावल / Rice	100 gms
3	सब्जी भाजी (रसादार) / Vegetable Bhaji (Gravy)	50 gms
4	दाल / Dal	30 gms
5	दही / Curd	30 gms
6	पुरी / पराठा / चपाती / Puris / Parathas / Chapatis	2 pieces
7	पापड / Papad	1 pieces

8	अचार / Pickle	5 gms
9	मीठा / फल / Sweet / Fruit	30 gms

***वेज अथवा नॉन-वेज में से कोई एक रसादार होना चाहिए / Either the non-veg or veg should be in gravy form.**

मांसाहारी भोजन की लागत / Cost of Non-Veg Lunch = Rs. As per Financial Bid

List of Compulsory items for Lunch:

Section A :Compulsory Items	Quantity	Weight
Veg Thali	1 plate	300 gms
Non Veg Thali	1 plate	310 gms
Mutton/Chicken/Egg Gravy	1 plate	170 gms
Rice Dal	1 plate	170 gms
Veg Gravy	1 plate	170 gms
Chapati/ Phulka	1 piece	

List of optional items for Lunch:

Section B :Optional Items	Quantity	Weight
Veg Biryani/Pulav	1 plate	220 gms
Chicken Biryani	1 plate	250 gms
Mutton Biryani	1 plate	250 gms
Egg Biryani	1 plate	250 gms
Gobi/ Veg Manchurian	1 plate	170 gms
Chicken Fry/ Chicken 65	1 plate	170 gms
Fish Fry/ Gravy	1 piece	100 gms
Chole Batura	1 plate	200 gms
Butter Milk	1 glass	200 ml

बैंक के साथ पूर्व सहमत दरों पर अन्य व्यंजन जैसे सैंविच, मिल्क शेक, अन्य आमिष और निरामिष पदार्थ की बिक्री करने की कटेरर को अनुमति होगी।

Caterer is permitted to sell items mentioned in Section B(optional items) and other items like Sandwiches, Juices, Milk Shakes, other vegetarian and non-vegetarian items at pre-agreed rates with the Bank.

B. नाश्ता (समस्त कार्यदिवस पर) / Breakfast (On all Working Days)

List of Compulsory items for Breakfast:

Section A Compulsory Items	Quantity	Weight
Idli Sambar with Chatni	2 pieces	80 gms
Wada Samber	2 pieces	70 gms
Poha	1 plate	70 gms
Omlet (Single with two bread slices)		
Omlet (Double with two bread slices)		
Vegetable Sandwich	2 slices	
Sada Dosa	1 nos.	70 gms
Cheese Toast sandwich/Chutney sandwich	2 slices	
Tea	1 cup	
Coffee	1 cup	

List of optional items for Breakfast:

Section B Optional Items	Quantity	Weight
Upma, Upma(Tomato), Upma (Coconut), Upma (Matter)	1 plate	80 gms
Sheera	1 plate	70 gms
Puri Bhaji	1 plate	80 gms
Masala Dosa/ Rawa Dosa		100 gms
Utthappa, Onion Utthappa		80 gms
Tomato Omlet double with 2 slices bread		
Bread Butter	2 slices	
Pav Bhaji	2 pav	100 gms
Dahi Wada	2 pieces	80 gms
Sprouts	1 bowl	80 gms
Sabudana Wada / Sabudana Khichdi	2 pieces	80 gms
Muska Pav/Bun Muska	1 piece	
Aloo/ Khanda/ Mooli /Gopi Paratha	1 piece	60 gms
Cut Fruits - with seasonal fruits	1 bowl	80 gms
Misal Pav	2 pavs	70 gms
Boiled egg	2 nos.	

C. शाम का नाश्ता (समस्त कार्यदिवस पर) / Evening Snacks (On all Working Days)

Evening Snacks (Any 2 or 3 items)	Quantity	Weight
Punjabi Samosa	2 pieces	80 gms
Sabudana Wada	2 pieces	75 gms
Potato Wada	2 pieces	80 gms
Vegetable Pattice	2 pieces	80 gms
Vegetable Cutlet	2 pieces	80 gms
Bhajiya/ pakoda	1 plate	75 gms
Mysore Bonda	2 pieces	80 gms
Dahi Wada	2 pieces	80 gms
Ragda Pattice		80 gms
Misal/Sev/Bhelpuri	1 plate	
Bread Roll	1 piece	
Muska Pav/Bun Muska	1 piece	
Cheese Toast sandwich/Chutney sandwich	2 slices	
Vegetable Sandwich	2 slices	
Cut Fruits - with seasonal fruits	1 bowl	80 gms

टिप्पणी:

1. अनुसूची ए में यथा विनिर्दिष्ट भोजन प्रतिदिन प्रदान किया जाएगा।
2. अनुसिचित बी में यथा विनिर्दिष्ट सुबह का नाश्ता / नाश्ता दिन में दो बार प्रदान किया जाएगा।
3. चाय/कॉफी दिन में दो बार प्रदान की जाएगी। (सोमवार से शुक्रवार)
4. ऑमलेट के अलावा न्यूनतम 4 ब्रेकफ़ास्ट की चीजें प्रदान की जाएगी और सप्ताह के दौरान उसका पुनरावर्तन नहीं किया जाएगा।
5. हररोज शाम में न्यूनतम दो प्रकार का नाश्ता प्रदान किया जाएगा और सप्ताह के दौरान पुनरावर्तन नहीं किया जाएगा।

Notes:

1. Lunch as specified at A per day shall have to be provided.
2. Breakfast may be served as specified above at B.
3. Tea / coffee to be served twice in a day (Monday to Friday).
4. Minimum two snacks items must be served in the evening on daily basis as specified above at C and may avoid repetition during the week.
5. Caterer is permitted to sell other items after taking approval from the Bank.

अनुसूची - सी / SCHEDULE 'C'

क्रोकरी / कटलरी सामग्री / फर्निचर की सूची

Illustrative List of Crockery / Cutlery Articles / Furniture

आरबीआई----- के स्वामित्व की चीजें जो मेसर्स ----- को सुपुर्द की गई।

Belonging to R.B.I.-----, place handed over to 'M/s -----'

1	Table-Model No.T 400 (Godrej Make)	टेबल माडल नं. टी 400 गोदरेज मेक	
2	Storewell Godrej Cupboard	स्टोरवेल गोदरेज कपबोर्ड	
3	Plastic Moulded Chairs	प्लास्टिक मोल्डेड कुर्सियां	
4	Tea urns (Kettle)	चाय अर्न्स (केटल)	
5	Steel Plates (Rice Plates)	स्टील प्लेट्स (राइस प्लेट)	
6	Stove	स्टोव	
7	Tava big (Dosa patty)	बड़ा तवा (दोसा पट्टी)	
8	Tava small	छोटा तवा	
9	Frying Pan Big	फ्राइंग पैन बड़ा	
10	Frying Pan small	फ्राइंग पैन छोटा	
11	Steel Cups – Big	स्टील कप-बड़ा	
12	Steel Cups – Medium (wati)	स्टील कप-मीडियम	
13	Steel Cups – Small	स्टील कप-छोटा	
14	Aluminum vessels – Medium	एल्यूमीनियम वेसेल - मीडियम	
15	Aluminum vessels – Small	एल्यूमीनियम वेसेल - छोटा	
16	Aluminum rice chalni	एल्यूमीनियम राइस चलनी	
17	Aluminum lids	एल्यूमीनियम लिड्स	
18	Aluminum tray	एल्यूमीनियम ट्रे	
19	Ladle (Steel)	लैडल (स्टील)	
20	Steel spoon big	स्टील चम्मच बड़ा	
21	Steel spoon for rice	स्टील चम्मच राइस के लिए	
22	Aluminum mugs	एल्यूमिनियम मग	

23	Sauce Pan (Kadhai)	सास पैन (कढ़ाई)	
24	Chalni	चलनी	
25	Aluminum water Server	एल्युमिनियम वाटर सर्वर	
26	Steel Vessels	स्टील वेसेल	
27	Aluminum Small Tray	एल्युमिनियम छोटा ट्रे	
28	Aluminum Big Tray	एल्युमिनियम बड़ा ट्रे	
29	Aluminum Containers (1 Big + 1 Small)	एल्युमिनियम कंटेनर (1बड़ा + 1 छोटा)	
30	Plastic Tray	प्लास्टिक ट्रे	
31	Gas cylindrs	गैस सिलिंडर	
32	Notice Boards	नोटिस बोर्ड	
33	Fire Extinguisher	अग्निशामक	
34	Milk Supply Can (Big Size)	मिल्क सप्लाई केन (बड़ी साइज)	
35	Stainless Steel Water Tumblers (water glasses)	स्टेनलेस स्टील वाटर टंबलर (वाटर ग्लास)	
36	Stainless Steel Dining Plates	स्टेनलेस स्टील डाइनिंग प्लेट	
37	Steel Tea Spoons	स्टील टी स्पून	
38	Electrical wet grinder (old)	इलेक्ट्रिकल वेट ग्राइंडर	
39	Fridge	फ्रिज	
40	Water cooler	वाटर कूलर	
41	Aqua Guard	एक्वा गार्ड	
42	Wall Fans	वाल फैन	
43	Fly catchers	फ्लाई कैचर	
44	Pedestal fans	पेडस्टल फैन	
45	Air curtain	एअर करटेन	
46	Exhaust Fans	एक्जास्ट फैन	
47	Small wooden stool	स्माल वूडन स्टूल	
48	Storage racks	स्टोरेज रैक	
49	Phone Instruments	फोन इन्स्ट्रुमेंट	

50	Gas stoves (3 burners)	गैस स्टोव (3 बर्नर)	
51	Rice plates	राइस प्लेट	
52	Aluminum vessels (1 Big Size, 2 Medium Size)	एल्युमिनियम वेसेल (1 बड़ा 2 मीडियम साइज)	
53	Cooker with stand for 80 idlies	कुकर विथ स्टैंड (80 इडली के लिए)	
54	Khadai	कड़ाही	
55	New Electric wet Grinder	न्यू इलेक्ट्रिक वेट ग्राइंडर	
56	Toaster	टोस्टर	
57	Gezer	गीजर	
58	Deep Freezer Blue Star (½ Freezer and ½ Cooler)	डीप फ्रीजर ब्लू स्टार (1/2 फ्रीजर और ½ कूलर)	
59	Stand for Deep Freezer	डीप फ्रीजर के लिए स्टैंड	
60	Aluminum dabba- 50 Kg capacity	एल्युमिनियम डब्बा – 50 किलो क्षमता	
61	Aluminum dabba -15 KG capacity	एल्युमिनियम डब्बा – 15 किलो क्षमता	
62	Stainless Steel dosa plates - 9 inches diameter	स्टेनलेस स्टील डोसा प्लेट – 9” डायमीटर	
63	Aluminum vessels With lid – 60 Ltrs. capacity	ढक्कन सहित एल्युमिनियम वेसेल – 60 किलो क्षमता	
64	Aluminum vessels with lid - 20 Ltrs. capacity	ढक्कन सहित एल्युमिनियम वेसेल – 20 किलो क्षमता	
65	Aluminum vessels with lid-15 Ltrs. capacity	ढक्कन सहित एल्युमिनियम वेसेल – 15 किलो क्षमता	
66	Plastic curtain – For kitchen door	प्लास्टिक करटेन – कीचन दरवाजे के लिए	

Section V

Terms and conditions

1. Performance Bank Guarantee/Security Deposit

(i) The Successful bidder shall furnish Security Deposit to the Bank for due performance of the contract in the form of Bank Guarantee (as per the format given **Section X** of this tender document) valid for a period upto six months after expiry of the contract. The Bank Guarantee shall be furnished within 7 days from the date of acceptance of offer. The amount of performance bank Guarantee/Security Deposit will be ₹10,00,000/-(Rupees Ten Lakh only).

The bank guarantee shall be renewed for a further period of one/ two years in case of renewal of the contract by the Bank. The Bank Guarantee/ Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for the amount of Security Deposit.

(ii) Failure to pay the Security Deposit/ Bank Guarantee shall be treated as failure to discharge the obligations under the contract and shall result in cancellation of the offer of the contract and forfeiting the EMD. The bidder shall be liable to compensate the Bank for any loss incurred by the Bank.

(iii) The bank guarantee shall be released by the Bank only after being satisfied of the successful completion of the contract and no liabilities from the bidder or its employees. The security deposit shall be discharged only after adjusting all dues, liabilities, etc. recoverable from the bidder.

(iv) The Bank reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by the Bank due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation / insolvency or change of composition or for the penalty imposed by the Bank under the agreement. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding.

(v) On payment of the security deposit, the contracting firm will 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. The bidder shall be liable to bear all the expenses including payment of stamp duty for execution of the agreement.

(vi) If the successful bidder fails to comply with the terms and conditions of the contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Bank.

2. Prices for extra etc. ascertainment of value of extra work

- i The contractor may, when authorized by the Bank, add to, omit from or vary the works shown upon the specification, or included in the scope of work, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank shall, if confirmed by him in writing immediately, be deemed to have been given in writing.
- ii No claim for an extra work shall be allowed unless it shall have the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorized extra work and shall be made in accordance with the following provisions:
 - (a) The net rates or prices in the agreement shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- iii. The prices quoted shall be deemed to have included all applicable taxes, custom duty, excise duty, local levies, etc. imposed by Central/State Government/ Local Bodies, Contractor Profit, Overhead expenses and other expenses. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. No service charge will be payable.
- iv. If the bidder desires, it shall list deviations from the terms and conditions given in the tender document. However, the application which does not comply with RBI's terms and conditions may be rejected as **Non-Responsive**.

- v. Part 'II' - price bids shall contain prices in Indian Rupees only as per the format both in figures and words. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- vi. Bidders are expected to exercise due care while quoting the rates. The rates quoted should not be Abnormally High Rates (AHRs) or Abnormally Low Rates (ALRs). In case ALRs are quoted by any bidder/s in price bid, the Bank reserves the right to either reject such bids or to establish the reasonableness of prices on the basis of estimated rates, prevailing market rates, last purchase prices, other input costs and intrinsic value, etc. before awarding the contract. For bidders quoting ALRs, if empaneled, the Bank may increase the amount of security deposit by four times of the applicable value/amount as mentioned in the Section V under Terms and Condition as performance security, which may be forfeited in case such contractor is not able to perform the contract on the given rates. The decision of the Bank in this regard will be final and binding.
- vii. The tenderer must use only the forms downloaded from the MSTC/ Bank's website MSTC to fill in the rates. The uploaded tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- viii. The rates quoted shall be firm and binding without any escalation till renewal of the contract. Thereafter, increase in contract rates will be at the discretion of the Bank.
- ix. The contract will be initially for a period of 12 months extendable for further period of two years (one year at a time & not exceeding three years in total), at the Bank's discretion. The further extension of Contract after two years will be at the discretion of the Bank and at mutually agreed upon terms.
- x. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the Bank within 7 days from the date of issue of the offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. In such an event the Bank shall have right to debar the bidder from participating in any tender in the Bank for a period of three years.

- xi. The Contractor will have full responsibility of proper upkeep and maintenance of the canteens. If any items supplied by the Bank at its expense for the purpose of running canteens will be Bank's property for all intents and purposes.
- xii. The losses due to breakage / theft / damage or loss (except due to natural wear and tear) of any such materials / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost from the amounts payable or from security deposit and the decision of the Bank shall be final and binding in this regard. The Contractor shall maintain records for all such damages/breakages. A stock statement giving details of all movement of stock of items provided to the Contractor during the month should be provided to the Bank by 7th of the succeeding month or as per periodicity decided by the Bank.
- xiii. The Contractor shall indemnify and keep the Bank indemnified, defend and hold good the Bank, its directors, officers, employees and agents against loss, damages 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.
- xiv. The Contractor shall be registered with the Central/ State Body concerned 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 and shall indemnify and keep the Bank indemnified against 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.
- xv. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of the Bank premises/colony for any purpose other than those expressly provided in the contract. It shall be open to officials of Bank to inspect the dining hall and kitchen at any time.
- xvi. The Contractor should put in place a proper mechanism (including keeping wet and dry wastes separately) for collection, handling disposal and removal of waste from the premises and comply with all the statutory requirements in this regard.

- xvii. The contractor or his/ her authorized representative has to attend periodic review meetings convened or as and when required, for discussion for evaluation of performance of the contract.
- xviii. In the event of any damage being caused to the movable or immovable property of Bank or employees of Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the same from the bill of the contractor or from the security deposit.
- xix. The contractor shall not use the Logo and or trade name of Bank or letter head of Bank and the relationship between the contractor and Bank being on principal-to-principal basis, the contractor shall not hold himself/ herself as an agent of Bank. The contractor shall not use Bank's address on his letterhead/ stationery for purposes of Registration or communication 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 Bank's premises.
- xx. Contractor shall maintain all registers as required by the Regional Labour Commissioner and shall furnish the same to the Bank or its representative as and when required.
- xxi. The Contract shall be executed in duplicate, and the Bank and the Contractor shall be entitled to one executed copy each for his use.
- xxii. The authorized representatives of the Bank shall at all reasonable times have free access to the work and other places and the Contractor shall give every facility to the Bank and their representatives, necessary for inspections and examination and test of the materials. Persons not authorized by the Bank, except the representatives of public authorities, shall not be allowed on the works at any time.
- xxiii. The Bank reserves the right to use premises and any portions of the sites for execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any equipment or material for the execution of such work except by special arrangement with the Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the

Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

- xxiv. The successful tenderer is bound to carry out all items of work necessary for performance of the job even though such items are not included in the scope of work and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- xxv. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract for such period as may be decided by the Bank.
- xxvi. The Contractor shall be responsible for providing the services at the Offices of the Bank on all the working days of the Bank or such other days as determined by the Bank.

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:

Section - VI
Evaluation criteria

Technical Bids of applicants will be evaluated based on the eligibility criteria mentioned in the tender document, after scrutinizing all the relevant documents as sought from bidders and as per methodology given as follows. Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of price bids.

a) Evaluation of Technical Bid

Technical Bids will be opened first and evaluated to determine their responsiveness to the Bank's requirements. The technical bid evaluation shall be done based on the following criteria:

During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

1. Service quality, cleanliness and hygiene levels maintained by the bidder at current similar facilities (to be decided by the Bank on the basis of site visit reports, the decision taken by the Bank in this regard will be final)
– Max 30 Marks

- a) Excellent – 30
- b) Very Good – 25
- c) Good – 20
- d) Poor – 10
- e) Very Poor - Nil

2. Number of years in providing catering services - Max 20 Marks

- a) More than 10 years - **20**
- b) More than 5 years and up to 10 years - **15**
- c) 5 years or less- **10**

3. Annual Turnover (Average of last three financial years) as on March 31, 2019- Max 20 Marks

- a) More than Rs.2 crore - **20**
- b) Above Rs.1 crore and upto Rs.2 crore - **15**
- c) Rs.75 lakh or more and upto Rs.1 crore – **10**
- d) Rs. 50 lakh or more and upto Rs. 75 lakhs – **5**

4. Current similar contracts/ works (Catering and Pantry services etc.) in other locations - Max 20 Marks

- a) More than five similar works in other locations – **20**
- b) More than three but less than or equal to five in other locations – **15**
- c) Two or less than or equal to three in other locations - **10**

5. The management composition of the agency (Experience of key Management personnel in catering services) - Max 10 Marks

- a) More than 10 years of experience (average number of years) of key Management personnel- **10**
- b) More than 5 years of experience and up to 10 (average number of years) of key Management personnel – **7**
- c) 5 years of experience or less and more than 3 years of experience (average number of years) of key Management personnel- **5**

Key Management Personnel will include the Owner, Partners, Promoter, Directors, Chief Finance Officer, Company Secretary, Chief Executive Officer and the Managers, as the case may be.

The bidder shall facilitate the inspection of the similar facilities maintained by them, by the Officials of the Bank to ascertain the performance, as specified above.

All the supporting documents for the above criteria are required to be submitted for evaluation.

Proposals scoring minimum of 60% marks (i.e. 60 marks out of total 100 marks as per the above criteria) shall be considered for further evaluation in the price bid. The Bank shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non-responsive to the tender

conditions. The Bank shall simultaneously notify the bidders who have secured the minimum qualifying marks, indicating the date and time set for opening of the Financial Bids. The notification may be sent by electronic mail. In order to verify the claim regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.

b) Evaluation of financial bid

After the technical evaluation has been completed, the financial Bids of only technically qualified vendors will then be opened for the purpose of commercial evaluation. The financial Bids shall be opened publicly in the presence of the bidder's authorised representatives who choose to attend (only one representative per bidder). The name of the Bidder and the offered prices shall be read aloud and recorded when the financial Bids are opened.

The Evaluation Committee will determine whether the financial Bids are complete (i.e. whether they have accounted for all items of the corresponding proposals. If not, the Committee will cost them and add their cost to the initial price) and correct any computational errors. The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

Bids shall be evaluated based on a combination of Technical and Financial bid. The lowest financial Bid (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Bids will be computed as $S_f = 100 \times F_m / F$ in which S_f is the financial score, F_m is the lowest price offer and F is the price offer of the tender under consideration. Proposals will be ranked according to their combined Technical (S_t) and Financial (S_f) scores using the weights ($T = 0.60$ and $P = 0.40$) $S = S_t \times T\% + S_f \times P\%$. The bidder securing the highest combined technical and financial score will be awarded the work.

Section VII

Undertaking

(ON A STAMP PAPER of Rs.100/-)

To,

Regional Director

Reserve Bank of India

Mumbai Regional Office

HRM Department

Mumbai

Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the various statutory provisions including Contract Labour (Abolition and Regulation) Act, 1970, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948, Payment of Bonus Act, 1965 etc. I/We shall pay Gratuity, Leave, Relieving Charges, Uniform and Allowances thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per the provisions of Minimum Wages Act, 1948 as amended from time to time and shall be fully responsible for any violation.

(Signature of the
Bidder)

Name and Address of
the Bidder

Telephone No.

Section VIII

Scope of work

Bank has intention of engaging a contractor for **providing canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai.** Each canteen has seating arrangements with table and chairs for serving breakfast/ lunch to staff. All the above mentioned premises has a kitchen with gas, water and electricity facility. Kitchen at all the above premises are functional except for the kitchen at Cuffe Parade (WTC) premises where presently cooking is not permissible due to fire safety concerns.

The Contractor shall be responsible for end to end operation, maintenance and supervision of canteens (including kitchen), providing catering service which includes Lunch and breakfast. The Broad scope of work shall include regular breakfast, lunch and snacks in the evening.

Location and address	Expected footfall per day	*Last year's turnover provided by the existing contractor in ₹ (approximately)
Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Marg, Mumbai – 400 001	500	34,80,000/-
Reserve Bank of India, Amar Building Sir P M Road, Mumbai – 400 001		34,80,000/-
Reserve Bank of India, Bandra Kurla Complex, Bandra (E), Mumbai 400 051	94	13,13,662/-
Reserve Bank of India, World Trade Centre, Mumbai- 400 005	48	6,62,857/-
Reserve Bank of India, Opp. Mumbai Central Railway Station, Byculla, Mumbai – 400 008	78	10,84,675/-

Note: The above numbers are indicative and may vary depending on office requirements and user preferences.

***The Bank is not responsible for authenticity of the above information and does not guarantee any minimum business/turnover in any of the canteens mentioned above.**

- a. The Contractor shall be provided with a kitchen with electricity, gas and water connection at Banks premises located at Central Office Building, Amar Building, Byculla and BKC.
- b. However, presently fire NOC is not in place for WTC premises. Hence cooking is not permitted in the Cuffe Parade (WTC) premises due to fire safety concerns. Therefore, the Contractor shall cook the food at his own facility and shall transport and serve the same at WTC canteen. Once the NOC is obtained and kitchen becomes functional, the contractor shall cook the food in kitchen located at Cuffe Parade (WTC) premises.
- c. The cost of pipe gas/ LPG refilling will be borne by the Contractor. Electricity charges will be borne by the Bank.
- d. The Bank will provide kitchen utilities in its possession like utensils, crockery items, electrical appliances, required furniture and fixtures etc. An inventory of the items provided by the Bank will be annexed to the respective agreement. Any additional kitchen utilities required for operations of the canteen will have to be procured by the contractor.
- e. The contractor shall be provided with water and electricity connection for preparing and serving food

Breakfast, lunch & Snacks in the evening-

1. To cook and serve fresh and hot food to the staff in canteens located at Central Office Building, Amar Building, Byculla and BKC.
2. As the kitchen is not functional at Cuffe parade premises, in order to serve freshly cooked food at canteen located at Cuffe parade (WTC), the Contractor shall be responsible to cook food at the contractors' own facility and transport the same (before the prescribed breakfast/lunch time) to canteen, Cuffe

Parade for serving. Once the Fire NOC is obtained and kitchen at WTC premises becomes functional, the Contractor shall cook the food in the kitchen at WTC premises.

3. Contractor shall procure the raw material required for preparation of food as specified in approved list of materials given in [Annex I](#).
4. Vegetarian and Non-Vegetarian dishes shall be prepared and served separately. Vegetarian and Non-vegetarian dishes shall be made from fresh and good quality material; and shall be purchased from reputed pre-approved shop. The items shall be washed and marinated properly before cooking.
5. The contractor shall do the disposal of leftover foods and other garbage on a daily basis at regular intervals to the satisfaction of the Bank and in line with Government/ Municipal instructions in this regard.
6. The Contractor shall store sufficient quantity of high-quality cooking ingredients in the available place in the canteens to ensure preparation of food items in time.
7. The Contractor shall serve the Breakfast, Lunch and snacks as per the standard menu given in [Annex II](#).
8. The Contractor shall maintain highest standards of hygiene and cleanliness with regard to preparation of food, maintenance of kitchen and dining hall.
9. Staff posted for service shall follow the standard mannerism of table service
10. The Contractor shall follow the breakfast, lunch timing as determined by the respective offices for their premises. In general, the breakfast timing shall be 9:00 to 11:00 AM, lunch timing shall be 12:30 PM to 2:30 PM and snacks shall be 3:00 to 4.30 PM. The contractor shall ensure that on no occasion there shall be any delay in adherence to the prescribed timings.
11. All the staff posted at in premises shall be in uniforms. All servers/waiters shall wear aprons, head gears, gloves, etc. while serving.
12. The Contractor shall ensure prompt service and ensure that officers are not kept waiting to be served unattended.
13. The contractor shall acquire all necessary and applicable approvals/ license from government or municipal authorities for running canteen facility.
14. The Contractor shall ensure that all the plates, spoons and glasses, etc. are washed, cleaned and dried properly before serving.

15. The Contractor shall install/provide for swiping point-of-sale (POS) machine in good working condition to enable swiping of Sodexo card or any other meal coupons that the Bank may provide to its offices/employees. The Contractor shall enter into agreement with Sodexo or any other meal coupon provider for receipt of amount in his account. The Contractor shall maintain a register capturing the total number of transactions (number of swipes) on daily basis along with machine generated summary statement. Such register shall be made available to the Bank's officer for inspection as and when demanded. The Contractor shall enclose a copy of relevant extract of register along with the POS generated summary report on daily basis for that month.
16. The Contractor shall ensure that the tables in dining hall are always cleaned promptly and plates are removed immediately upon completion of lunch by the officers/staff.
17. The Contractor shall ensure that jars filled with potable water along with empty clean glasses are kept on the table.
18. Bank shall make surprise inspections of canteens, kitchen, raw materials used, etc. to check the quality of the services provided by the Contractor. A penalty will be levied by the Bank on the Contractor for any adverse observation made during such inspection as per the terms given in penalty clause.

Posting of staff by the Contractor-

The Contractor shall post adequate number of staff for providing end to end services for operation, maintenance and supervision of canteen facility at offices of the Reserve Bank of India Offices located at Main Building, Amar Building, Byculla, Bandra-Kurla Complex and Cuffe Parade (WTC), Mumbai.

a) Overall in-charge – Manager/Supervisor

- Minimum Graduate in hospitality management with at least five years' experience in hospitality/catering field and should be fluent in English and Hindi.
- Should be courteous and polite.
- Should be capable of checking and responding to e-mails

- Will be responsible for maintenance and cleanliness canteens
- Will ensure that the staff is treated with dignity.
- Should ensure that timely and good quality fresh food is served to officers and the dining tables are properly cleaned.
- He will personally be responsible for handling the staff posted for operation, maintenance and cleaning, etc.
- Should maintain a feedback/suggestion/complaint book for officers in each canteen wherein staff may give their feedback regarding catering services. Any suggestions/complaints shall be promptly looked into and brought to the notice of the Bank along with action taken/ proposed to be taken.

b) Cooks/ Asst. Cook (semi-skilled)

- Should be highly trained and professionally qualified with minimum 5 years of experience in handling large kitchens.
- Should be well versed in cooking all type of Indian, vegetarian and non-vegetarian items.
- Should maintain personal hygiene and hygiene in the kitchen.
- Should assign works to utility helpers and waiters in the kitchen.
- Should ensure that timely good quality hygienic food is served to the staff.
- Should ensure that all the utensils and crockery kitchen equipment are clean and in working condition and also should ensure that the kitchen and dining halls are kept clean and in hygienic condition.
- Should provide clean/filtered (Aqua Guard etc.) water to Offices and staff/ every day.

c) Waiters & Kitchen Helpers (unskilled)

- Should have one-year experience of handling the similar work.
- Should be courteous, polite, neat and clean.
- Should serve the meals to staff in a clean and hygienic manner.
- Should clean utensils/plates thoroughly using appropriate cleaning materials.

- Should sweep/swab and maintain the entire kitchen and keep it always neat and clean.
- Should clear the tables and clean them promptly.

Approved list of Materials

The contractor has to use branded approved materials only. Food is to be prepared in refined vegetable oil. The contractor shall also ensure that the used edible oil is not reused for any other cooking purpose. Palmolein oil should not be used. Raw vegetables should be of good quality and washed properly before cooking.

Approved list of material to be used for cooking is given below

Sr. No	Description	Brand/ Quality*
1	Milk for tea/ coffee/ curd	Amul, Gokul, Mother's Dairy, Warana
2	Butter	Mother's Dairy, Amul, Britannia
3	Edible Refined oil	Saffola, Sundrop, Fortune, Sweekar, Dhara only.
4	Wheat Flour	Ashirwad, Annapurna, Nature Fresh, Pillsbury, Shakti Bhog
5	Rice (Basmati/ Kolam)	Kohinoor, India Gate, Lal Quila, Lal Mahal
6	Spices	Catch, MDH, Everest
7	Ice Cream	Mother dairy, Amul, Kwality, Natural's, Dinshaw's
8	Cereals/Dal and Raw Vegetables	Tata Sampann, Satyam Kitchen Millet
9	Table Salt/Black Pepper, Chat Masala, etc.	Catch, MDH, Everest (to be kept on dining tables)
10	Papad	Haldiram, Lizzat, Bikaji
11	Fruits, dry fruits, vegetables, paneer, etc.	Fresh and good quality
12	Sweet dish	Fresh and good quality from pre-approved suppliers
13	Fish/ Mutton/ chicken	Fresh and premium quality
14	Other items to be used like pickle, sugar, etc.	Premium quality
15	Tea/ coffee	Broke bond Red Label, Taj Mahal, TataTetley, Lipton, Twinings, Nescafe, Bru
16	Bread	Britannia/ Harvest Gold /Golden Delight

* Any alternative Brand/Quality in substitution has to be pre-approved by the Bank in writing.

Indicative Menu**A. दोपहर का भोजन (समस्त कार्यदिवस पर) Lunch: (On all Working Days)****शाकाहारी VEGETARIAN**

क्रम S. N.	सामग्री Items	मात्रा/वजन <u>Quantity / Weight</u>
1	चावल / Rice	100 gms
2	सुखी भाजी / Dry Bhaji	50 gms
3	सब्जी भाजी (रसादार) / Vegetable Bhaji (Gravy)	50 gms
4	दाल / Dal	30 gms
5	दही / Curd	30 gms
6	पुरी / पराठा / चपाती / Puris / Parathas / Chapatis	2 pieces
7	पापड / Papad	1 pieces
8	अचार / Pickle	5 gms
9	मीठा / फल / Sweet / Fruit	30 gms

शाकाहारी भोजन की लागत / Cost of Veg. Lunch = As per Financial Bid

मांसाहारी / NON-VEGETARIAN

क्रम S. N.	सामग्री Items	मात्रा/वजन <u>Quantity / Weight</u>
1	मटन / मछली / चिकन (रसादार) Mutton/ Chicken (Gravy)	70 gms
2	चावल / Rice	100 gms
3	सब्जी भाजी (रसादार) / Vegetable Bhaji (Gravy)	50 gms
4	दाल / Dal	30 gms
5	दही / Curd	30 gms

6	पुरी / पराठा / चपाती / Puris / Parathas / Chapatis	2 pieces
7	पापड / Papad	1 pieces
8	अचार / Pickle	5 gms
9	मीठा / फल / Sweet / Fruit	30 gms

***वेज अथवा नॉन-वेज में से कोई एक रसादार होना चाहिए / Either the non-veg or veg should be in gravy form.**

मांसाहारी भोजन की लागत / Cost of Non-Veg Lunch : As per Financial Bid

List of Compulsory items for Lunch:

Section A :Compulsory Items	Quantity	Weight
Veg Thali	1 plate	300 gms
Non Veg Thali	1 plate	310 gms
Mutton/Chicken/Egg Gravy	1 plate	170 gms
Rice Dal	1 plate	170 gms
Veg Gravy	1 plate	170 gms
Chapati/ Phulka	1 piece	

List of optional items for Lunch:

Section B :Optional Items	Quantity	Weight
Veg Biryani/Pulav	1 plate	220 gms
Chicken Biryani	1 plate	250 gms
Mutton Biryani	1 plate	250 gms
Egg Biryani	1 plate	250 gms
Gobi/ Veg Manchurian	1 plate	170 gms
Chicken Fry/ Chicken 65	1 plate	170 gms
Fish Fry/ Gravy	1 piece	100 gms
Chole Batura	1 plate	200 gms
Butter Milk	1 glass	200 ml

Cost of items : As per Financial Bid

बैंक के साथ पूर्व सहमत दरों पर अन्य व्यंजन जैसे सैन्विच, मिल्क शेक, अन्य आमिष और निरामिष पदार्थ की बिक्री करने की कटेरर को अनुमति होगी।

Caterer is permitted to sell items mentioned in Section B(optional items) and other items like Sandwiches, Juices, Milk Shakes, other vegetarian and non-vegetarian items at pre-agreed rates with the Bank.

B. नाश्ता / शाम का नाश्ता (समस्त कार्यदिवस पर) Breakfast / Evening Snacks (On all Working Days)

क्रम S.N.	सामग्री Item	मात्रा Quantity	वजन Weight
	सुबह का नाश्ता / Breakfast		
Compulsory Items			
1	Idli Sambar with Chatni	2 pieces	80 gms
2	Wada Samber	2 pieces	70 gms
3	Poha	1 plate	70 gms
4	Omlet (Single with two bread slices)		
5	Omlet (Double with two bread slices)		
6	Vegetable Sandwich	2 slices	
7	Sada Dosa	1 nos.	70 gms
8	Cheese Toast sandwich/Chutney sandwich	2 slices	
9	Tea	1 cup	
10	Coffee	1 cup	
Optional Items			
11	Upma, Upma(Tomato), Upma (Coconut), Upma (Matter)	1 plate	80 gms
12	Sheera	1 plate	70 gms
13	Puri Bhaji	1 plate	80 gms
14	Masala Dosa/ Rawa Dosa		100 gms
15	Utthappa, Onion Utthappa		80 gms
16	Tomato Omlet double with 2 slices bread		
17	Bread Butter	2 slices	
18	Pav Bhaji	2 pav	100 gms

19	Dahi Wada	2 pieces	80 gms
20	Sprouts	1 bowl	80 gms
21	Sabudana Wada / Sabudana Khichdi	2 pieces	80 gms
22	Muska Pav/Bun Muska	1 piece	
23	Aloo/ Khanda/ Mooli /Gopi Paratha	1 piece	60 gms
24	Cut Fruits - with seasonal fruits	1 bowl	80 gms
25	Misal Pav	2 pavs	70 gms
26	Boiled egg	2 nos.	
	शाम का नाश्ता / Evening Snacks		
1	Punjabi Samosa	2 pieces	80 gms
2	Sabudana Wada	2 pieces	75 gms
3	Potato Wada	2 pieces	80 gms
4	Vegetable Pattice	2 pieces	80 gms
5	Vegetable Cutlet	2 pieces	80 gms
6	Bhajiya/ pakoda	1 plate	75 gms
7	Mysore Bonda	2 pieces	80 gms
8	Dahi Wada	2 pieces	80 gms
9	Ragda Pattice		80 gms
10	Misal/Sev/Bhelpuri	1 plate	
11	Bread Roll	1 piece	
12	Muska Pav/Bun Muska	1 piece	
13	Cheese Toast sandwich/Chutney sandwich	2 slices	
14	Vegetable Sandwich	2 slices	
15	Cut Fruits - with seasonal fruits	1 bowl	80 gms

Notes:

- 1. Lunch as specified at A per day shall have to be provided.**
- 2. Breakfast may be served as specified above at B.**
- 3. Tea / coffee to be served twice in a day (Monday to Friday).**
- 4. Minimum two snacks items must be served in the evening on daily basis as specified above at C and may avoid repetition during the week.**

Section – IX

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. No floor, roof or other part of the structure shall be as over-loaded with materials as to render it unsafe.
4. Workers employed shall be provided with protective footwear, masks, protective gear including hand-gloves as per requirement.
5. Fire safety measures shall be adhered to as per local by laws.

Section X

Proforma of Bank Guarantee for Security Deposit

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

Date:

To:

The Regional Director (Maharashtra)
Reserve Bank of India
Human Resource Management Department
Mumbai Office, IRD Cell
1st Floor, Main Building
S B Singh Road, Fort,
Mumbai – 400001

Place:

Dear Sir,

Bank Guarantee for performance security deposit - Providing canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai.

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (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 the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We, _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay forthwith without demur to the RBI, a sum of Rs..... (Rupees..... only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs..... (Rupees.....only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs..... (Rupees.....only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded forthwith notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI forthwith upon receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.
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, act or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.
(Rupees.....only).
- b) Our liability under these presents shall not exceed the sum of Rs.
(Rupees..... only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto..... (Date) (six months beyond the contract period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) 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
- f) 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

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

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

Section XI
Format of Bank Report

Confidential

Providing Canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building, Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai - Confidential Report on the means and standing of the company/firm/concern to be furnished by the bank

1. Name of the Firm/Agency/Company
2. Account Type and Number
3. Names of Proprietor/Partners/directors
4. Turnover of the firm for last 3 years
5. Credit facility/OD facility availed by the firm
6. Nature of dealings of the firm and opinion thereon
7. The Period from which the firm/agency/company has been banking with your bank
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost Rs.One Crore.
9. Any other relevant feedback/ information/ remarks.

Signature of Branch Manager/ Authorised signatory with seal

Name of the bank with branch address:

PART II
Section I
TECHNICAL BID

Providing canteen facility for RBI staff in five different office buildings at Central Office Building, Amar Building and Byculla Office, WTC and Bandra-Kurla Complex office premises in Mumbai

Basic information -

- a. Name & Address (Registered and correspondence both) of the Applicant with mobile numbers and email IDs:
- b. Name of the authorised officials with mobile numbers and email IDs.
- c. Type / form of organisation: (proprietorship firm / partnership firm / private limited / limited company)
- d. Date of establishment / incorporation
- e. Registering authority
- f. Registration no. and date

(Enclose relevant supporting documents for c to f above)

1. Name and address of Directors and / or Partners (in case of Company or Partnership firm) or name and address of the Proprietor (s) in the case of sole proprietorship firm (Documentary evidence to be enclosed).
2. Full details of bidder's ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
3. Experience details of the firm/agency: (Use separate sheets wherever necessary)
 - Catering and Pantry services (particulars to be furnished supported by documentary evidence, which should be enclosed.)
4. Experience details of the key management personnel (attach documentary evidence)
5. Details of all previous and current similar contracts/ works
6. References of minimum two corporates where their current responsibility includes catering and pantry services.

7. Certificates from minimum two clients with respect to quality of performance of the applicant.

8. Certificate from banker as per prescribed format.

9. Total number of employees presently employed by the applicant in the catering and pantry services contracts along with a list detailing the qualifications and details of relevant experience of each employee.

10. Name and address of bank with mobile numbers and email IDs of bank officials:

11. Bank account details for refund of EMD. Please enclose a copy of cancelled cheque.

12. Details such as :

- Provident Fund Code :
- ESI Code Number:
- Income Tax - PAN No.:
- DIN/ TIN Registration No.:
- GST No.:
- Food license:
- License under Contract Labour (R&A) Act:

(Please enclose copies of all above)

13. Income-Tax Returns/ Acknowledgement/ Assessment orders for the last three years to be attached.

14. Copy of audited financial statements of the previous five years.

15. Indicate about any penalty or suspension, etc.

16. Any other information the applicant may like to furnish.

DECLARATION

I / We hereby declare that the information furnished above is true to the best of our knowledge. We have enclosed necessary documentary evidence in support of the same. I / We have not been banned and de-listed by any Government Department / Financial Institution / have not been convicted by any Court of Law/ any case pending before the court of law/ Police authorities.

Place:

Signature

Date:

Name & Address of the
Bidder with Official Seal)

Section II

Financial Bid

ONLY PRICED ITEMS TO BE INCLUDED IN THE COST OF WORK

Sr. No.	Category	Description	Rate (in Rs.)
1	Breakfast	Tea	
2		Coffee	
3		Idli Sambar with Chatni	
4		Wada Samber	
5		Poha	
6		Omlet (Single with two bread slices)	
7		Omlet (Double with two bread slices)	
8		Vegetable Sandwich	
9		Sada Dosa	
10		Cheese Toast sandwich/Chutney sandwich	
11	Lunch	Veg Thali	
12		Non Veg Thali	
13		Mutton Dry/ Gravy	
14		Chicken Dry/ Gravy	
15		Egg Gravy	
16		Rice Dal	
17		Veg Gravy	
18		Chapati/ Phulka	
		Grand Total Amount in Words and Figures (This amount should be submitted in the Price Bid to be uploaded on MSTC Website)	

Note: -

1. The above rates should be inclusive of all charges for end to end operation, maintenance of canteens 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. and all other applicable charges, levies, duties and taxes.
2. Employee's Salary should be in accordance with Minimum Wages Act, 1948 inclusive of Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act and all other statutory liabilities.
3. The quality and quantity of priced items included in the cost of work should be as per the scope of work and [Annex II](#) of Section VIII. Tenderers may quote the rates accordingly.

4. Contractor shall cook the food at his own facility and shall transport and serve the same at WTC canteen. This need to be taken into consideration while quoting the rates for the priced items in the financial bid.

5. The Bank reserves the right to review the lists and fix rates for addition, if any.

6. Section II of part II should be uploaded along with the Price Bid on MSTC website. In case of variation in Grand Total, if any, in Section II of part II and Price Bid, the amount given in Section II of part II will be reckoned for awarding the bid.

Place:

Signature of the contractor

Date: