



**Reserve bank of India
Human Resource Management Department
New Delhi**

**NOTICE INVITING TENDER (NIT)
(RBI/Delhi Regional Office/HRMD/3/25-26/ET/529)**

E-Tender for Providing Catering Services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") invites e-tender for **"Providing Catering Services and Maintenance of Officers' Lounge and Dining Room (OLDR) at Reserve Bank of India, 6, Sansad Marg, New Delhi"** from eligible and willing firms/agencies. The estimated annual cost of tender is ₹ 2.08/- Crores (Rupees Two Crores eight lakh only) including GST. The initial period of Contract will be for one year from the date specified in the Work Order, as per laid down Contractual obligations.

2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from 05:00 PM onwards on October 06, 2025 from the website www.mstcecommerce.com/eproc/ and is also available on website <https://website.rbi.org.in/web/rbi/tenders> for download.

3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal.** The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date will be considered for opening. The second e-cover i.e., Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's schedule of quantities/services required and bidders' price bid to be submitted online on MSTC portal.

4. The duly filled in tender documents shall be uploaded on MSTC website <https://www.mstcecommerce.com/eproc/>. All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part-I of the tender for examination by the Bank.

5. The timeline and other details of the tender are as follows:

Sl. No.	Item	Details
1.	e-Tender No	RBI/Delhi Regional Office/HRMD/3/25-26/ET/529
2.	Tender Inviting Authority	Regional Director Reserve Bank of India

		Human Resource Management Department New Delhi Tel No.: 011-23353075 Email id: (1) gpcnewdelhi@rbi.org.in , (2) oldrnewdelhi@rbi.org.in ,
3.	Name of work	Providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi
4.	Location	Reserve Bank of India, 6, Sansad Marg, New Delhi, as detailed in the Scope of Work (<u>Section IV(a)</u>)
5.	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.
6.	Estimated annual cost of tender (including Taxes)	₹ 2.08 Crores/- (Rupees Two Crore Eight Lakh only)
7.	Date of NIT available to the parties to download	October 06, 2025 at 05:00 PM onwards
8.	Date and Place of Pre-Bid meeting	November 04, 2025 at 11:00 AM. Venue: Reserve Bank of India, 1 st Floor, Human Resources Management Department, New Delhi.
9.	Earnest Money Deposit	₹ 4,16,000/- (Rupees Four Lakh Sixteen Thousand only). Further details have been provided at Clause no. <u>12 of Section III (a)</u>
10.	Date of starting of online submission of e-tender (proof of EMD, Techno-Commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/	November 04, 2025 at 05:00 PM onwards
11.	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's	November 17, 2025 at 12.30 PM

	Cheque/Bank Guarantee	
12.	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	November 17, 2025 at 02.00 PM
13.	Date and time of opening of first e-cover (containing proof of submission of EMD)	November 17, 2025 at 03:00 PM
14.	Date and time of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)	November 17, 2025, after verification of receipt of EMD
15.	Date of opening of third e-cover (containing Part II i.e., Price Bid)	Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)–shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (in the presence of the authorized representative of the bidders who choose to be present)
16.	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

6. 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 any or all the tenders without assigning any reason thereof.

Regional Director
Reserve Bank of India
New Delhi

Note: All the tenderers may please note that any amendments/corrigendum to the Tender, if issued in future, will only be notified on the RBI Website only.



**Reserve Bank of India
Human Resource Management Department
New Delhi**

**NOTICE INVITING TENDER (NIT)
(RBI/Delhi Regional Office/HRMD/3/25-26/ET/529)**

E-Tender for Providing Catering Services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") invites e-tender for **"Providing Catering Services and Maintenance of Officers' Lounge and Dining Room (OLDR) at Reserve Bank of India, 6, Sansad Marg, New Delhi"** from eligible and willing firms/agencies. The estimated annual cost of tender is ₹ 2.08/- Crores (Rupees Two Crores eight lakh only) including GST. The initial period of Contract will be for one year from the date specified in the Work Order, as per laid down Contractual obligations.

2. This is an Open Tender. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from 05:00 PM onwards on October 06, 2025 from the website www.mstcecommerce.com/eproc/ and is also available on website <https://website.rbi.org.in/web/rbi/tenders> for download.

3. **This is a three-cover e-tendering process. In the first e-cover, the proof of EMD submission must be uploaded onto the MSTC portal.** The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date will be considered for opening. The second e-cover i.e., Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The third e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's schedule of quantities/services required and bidders' price bid to be submitted online on MSTC portal.

4. The duly filled in tender documents shall be uploaded on MSTC website <https://www.mstcecommerce.com/eproc/>. All Pre-Qualification (PQ) papers shall be uploaded only on MSTC portal and same will be downloaded at the time of opening of second e-cover i.e., Part-I of the tender for examination by the Bank.

5. The timeline and other details of the tender are as follows:

A	e-Tender no	RBI /Delhi Regional Office/ HRMD/3/25-26/ET/529
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B	Name of Work	Catering services and maintenance of Officers' Lounge and Dining Room (OLDR)
C	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/)
D	Estimated Cost (Annual cost)	₹ 2.08/- Crore (Rupees Two Crores eight lakh only) including GST
E	Earnest Money Deposit	₹ 4,16,000/- (Rupees Four Lakh Sixteen Thousand only). Further details have been provided at Clause no. <u>12 of Section III (a)</u> of the tender document.
F	Date of NIT available to the parties to download	October 06, 2025 at 05:00 PM onwards
G	Date and Place of Pre-Bid meeting	November 04, 2025 at 11:00 AM. Venue: Reserve Bank of India, 1 st Floor, Human Resource Management Department, New Delhi.
H	Date of starting of online submission of e-tender (EMD, Techno-Commercial Bid and Price Bid) at	November 04, 2025 at 05:00 PM onwards https://www.mstcecommerce.com/eprocn/
I	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	November 17, 2025 at 12:30 PM
J	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	November 17, 2025 at 02.00 PM
K	a. Date and time of opening of first e-cover (containing proof of submission of EMD) b. Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial	a. November 17, 2025 at 03:00 PM b. November 17, 2025, after verification of receipt of EMD in first e-cover

	Bid) c. Date of opening of third e-cover (containing Part II i.e., Price Bid) Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present	c. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)—shall be opened on a subsequent date and it would be intimated to qualified bidders through email.
L	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	Charged by MSTC Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED

6. 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 any or all the tenders without assigning any reason thereof.

Regional Director
Reserve Bank of India
New Delhi



**Reserve Bank of India
Human Resource Management Department
6, Sansad Marg, New Delhi-110001**

Part - I

E-TENDER FOR PROVIDING CATERING SERVICES AND MAINTENANCE OF OFFICERS' LOUNGE AND DINING ROOM (OLDR) AT RBI, NEW DELHI

Name of Bidder:

Postal Address with Pin code:

Phone /Fax / Mobile No.:

Email Address:

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DISCLAIMER

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) has prepared this document to give background information on tender for “Providing Catering services and Maintenance of Officers’ Lounge and Dining Room (OLDR) at RBI, New Delhi” to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank 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 bidders 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 the Bank in submitting the tender for "Providing Catering services and Maintenance of Officers’ Lounge and Dining Room (OLDR) at RBI, New Delhi". The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule 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 bidder submitting the tender. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for "Providing Catering services and Maintenance of Officers’ Lounge and Dining Room (OLDR) at RBI, New Delhi". In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

Section I : Schedule of e-Tender (SOT)

The Schedule of e-Tender (SOT) is as follows:

Sl. No.	Item	Details
1.	e-Tender No	RBI/Delhi Regional Office/HRMD/3/25-26/ET/529
2.	Tender Inviting Authority	Regional Director Reserve Bank of India Human Resource Management Department New Delhi Tel No.: 011-23353075 Email id: (1) gpcnewdelhi@rbi.org.in , (2) oldrnewdelhi@rbi.org.in
3.	Name of work	Providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi
4.	Location	Reserve Bank of India, 6, Sansad Marg, New Delhi, as detailed in the Scope of Work (<u>Section IV(a)</u>)
5.	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part I - Techno-Commercial Bid and third e-cover i.e., Part II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.
6.	Estimated annual cost of tender (including Taxes)	₹ 2.08 Crores/- (Rupees Two Crore Eight Lakh only)
7.	Date of NIT available to the parties to download	October 06, 2025 at 05:00 PM onwards
8.	Date and Place of Pre-Bid meeting	November 04, 2025 at 11:00 AM. Venue: Reserve Bank of India, 1 st Floor, Human Resource Management Department, New Delhi.
9.	Earnest Money Deposit	₹ 4,16,000/- (Rupees Four Lakh Sixteen Thousand only). Further details have been provided at Clause no. <u>12 of Section III (a)</u>
10.	Date of starting of online submission of e-tender (proof of EMD, Techno-	November 04, 2025 at 05:00 PM onwards

	Commercial Bid and Price Bid) at https://www.mstcecommerce.com/eprocn/	
11.	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	November 17,2025 at 12.30 PM
12.	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	November 17,2025 at 02.00 PM
13.	Date and time of opening of first e-cover (containing proof of submission of EMD)	November 17,2025 at 03:00 PM
14.	Date and time of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)	November 17, 2025, after verification of receipt of EMD
15.	Date of opening of third e-cover (containing Part II i.e., Price Bid)	Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid)–shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (in the presence of the authorized representative of the bidders who choose to be present)
16.	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

Section-II

Important instructions regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

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

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with

<https://www.mstcecommerce.com/eprocn/>

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration.

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details (MSTC Ltd.):

a) **MSTC HO Central Help Desk No.:** 07969066600

Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all Working Days for all Technical issues e-Tenders, System settings etc.

b) **Contact person (North Regional Office – Delhi):**

(i) Ms. ARCHANA, MANAGER, MSTC Ltd., NRO
Mobile- 9990673698
Email- nroopn10@mstcindia.in

(ii) Mrs. RUPALI PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
Mobile – 9458704037,
Email – nroopn11@mstcindia.in

(iii) Mr. MANOJ PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO

Mobile – 9727700986,
Email - nroopn8@mstcindia.in

Address	Mail ID	Contact
30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002	mstcnro@mstcindia.in	(011) 23212357, (011) 23215163, (011) 23217850

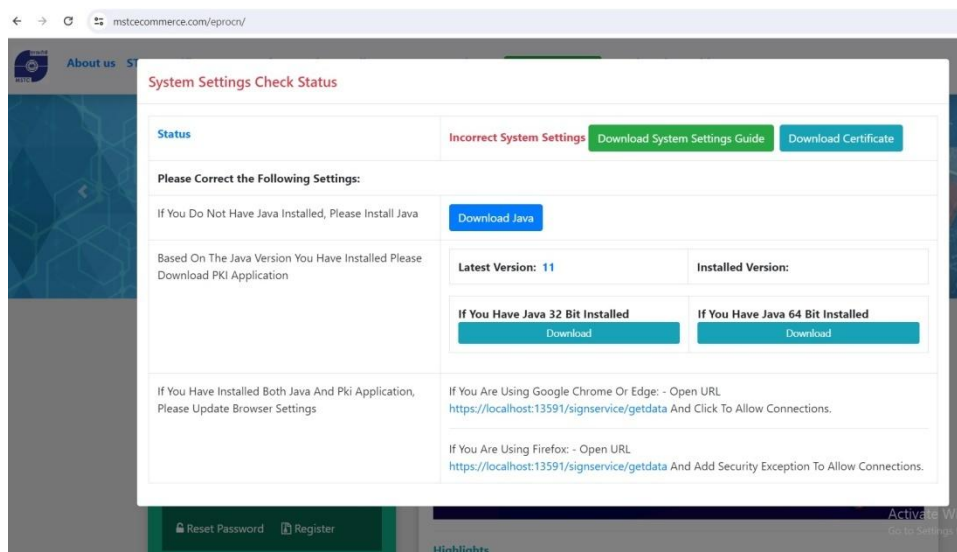
c) Contact person at RBI, New Delhi

1. Shri Suman Jha, AGM (Personnel)
HRMD, Reserve Bank of India
6, Sansad Marg, New Delhi-110001 Tel: 011-23719786
Email Id: sumanjha@rbi.org.in, oldrnewdelhi@rbi.org.in
2. Shri Ajay Goswami, Assistant Manager
HRMD, Reserve Bank of India
6, Sansad Marg, New Delhi-110001 Tel: 011-23452420, 011-23452422
Email Id: oldrnewdelhi@rbi.org.in

Guide for application process-

1.System Requirement:

For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available
<https://www.mstcecommerce.com/eprocn/>



2. Special Note towards Transaction fee:

The vendors shall pay the transaction fee to MSTC using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Bidder/Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized.

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

3. The vendors are required to ensure that their corporate email-ID provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

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

5. Bidding in E-tender:

Note: Vendors are instructed to use “Upload Documents” link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through “Attach Document” link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any, are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and “Common Terms” tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the “Attach Documents” and/or saving “Common Terms” step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the “Price Bid” link becomes active and the same has to be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

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

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

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

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding Contract between Buyer and the Bidder for execution of supply/work. Such successful Bidder shall be called hereafter SUPPLIER/CONTRACTOR.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her acceptance of terms and conditions for the e-Tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Section III – General Rules and Instructions to Bidders**Section III (a) - General Instructions to bidders**

1.	<p>Bids in Three cover /Two bid system</p> <p>i. The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender part I (Techno-commercial bid), complete eligibility criteria, details, etc. and the third e-cover shall contain duly filled in tender part II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the MSTC Portal, using valid Digital Signature Certificates.</p> <p>ii. The instructions given above under “Important instructions regarding e-tender” (<u>Section II</u>) are meant to assist the bidders in registering on the MSTC Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MSTC Portal. The duly filled-in tenders, as above, can only be submitted on MSTC Portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).</p>
2.	<p>Definitions</p> <p><u>Clause 1 of Section IV (b)</u> details Definitions which shall apply to the entire Tender Document.</p>
3.	<p>Shortlisting of bidders for opening part II of the tender</p> <p>The Part-I (Techno-Commercial bid) of the bidders who fulfil the eligibility requirement provided in <u>Section III(b)</u> will be evaluated as per the evaluation process provided in <u>Section III(c)</u>. Only bidders who qualify in Part – I (Techno-Commercial Bid) will be eligible for the opening of third e-cover i.e., Part-II (Price bid).</p>
4.	<p>Clarifications and pre-bid meeting</p> <p>i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting.</p> <p>ii. The bidders’ designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting.</p> <p>iii. The minutes of the pre-bid meeting will be published on the RBI website and MSTC only and the same shall be binding on all the bidders.</p>

	Any tender received with any deviation/ Condition is liable for rejection.
5.	<p>Site Visit</p> <p>The bidder is required to provide Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi as indicated in this document {Section-IV (a)} and is advised to visit and acquaint himself/herself with the site conditions. The cost of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to all the premises and is aware of the operational and site conditions prior to the submission of the tender documents.</p>
6.	<p>Amendment to Tender document</p> <p>(i) At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the tender document by an amendment and the same will be uploaded on RBI's website (https://website.rbi.org.in/web/rbi/tenders).</p> <p>(ii) The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document.</p> <p>(iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.</p>
7.	<p>Debarment</p> <p>A bidder is liable for debarment/disqualification from bidding on the following grounds:</p> <p>(1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:</p> <p>(i)</p> <ol style="list-style-type: none"> making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution

	<p>process of Contract: which can affect the decision of the procuring entity directly or indirectly.</p> <p>f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.</p> <p>g. obstruction of any investigation or auditing of a procurement process.</p> <p>h. making false declarations or providing false information for participation in a tender process or to secure a Contract.</p> <p>(ii) failed to disclose conflict of interest.</p> <p>(iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.</p>
	<p>(2) For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.</p>
	<p>(3) If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bharatiya Nyaya Sanhita 2023 (BNS) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement Contract.</p>
	<p>The bidder has to submit an undertaking in the format provided in <u>Annexure V</u>.</p>
8.	<p>Documents Comprising the Bid</p> <p>The Tender shall comprise the following:</p> <p>First e-cover (Online Submission Only) – Details of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-Tender.</p> <p>Second e-cover i.e., Part I (Techno-Commercial Bid)- (Online submission Only) Checklist as specified in <u>Section III(d)</u>. Power of Attorney (as per proforma given in <u>Annexure-III</u>) in favor of person signing the tender/bid. Duly filled-in and signed tender document consisting of: (a) Part I: Techno-Commercial bid viz., entire Tender Document (excluding Part-II) duly signed. Each page of the tender document shall be signed. Duly filled in, signed, and certified as stated in each document / formats/Annexures.</p> <p>Third e-cover i.e., Part-II (Price Bid) (Online Submission Only)</p>

	Part – II (Price Bid) must be submitted online on MSTC portal using valid digital signatures.
9.	<p>Preparation of bid and Cost of bidding</p> <p>i. The bidder must obtain for himself/herself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must inspect the Site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.</p> <p>ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.</p> <p>iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.</p>
10.	<p>Format to be used</p> <p>The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.</p>
11.	<p>Filling of rates</p> <p>i. The amount for each item should be worked out and requisite totals should be given in the specified column.</p> <p>ii. In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the tender shall be considered incomplete and shall not be considered.</p> <p>iii. No advice of any change in rate or conditions after the opening of the tender will be entertained.</p>
12.	<p>Earnest Money Deposit</p> <p>i. Bidders are required to submit Earnest Money Deposit (EMD) for ₹4,16,000/- (Rupees Four Lakh Sixteen Thousand only) and the proof of its submission must be uploaded in the first e-cover of the tender on MSTC portal.</p> <p>ii. EMD is to be submitted only through one of the following modes –</p>

	<p>a. Through NEFT to the following account (preferably): Beneficiary: Reserve Bank of India, New Delhi Account No.: 06869229904 IFS Code: RBIS0NDPA01 (Please read 5th and 10th character of IFSC as zero) In remarks, the name of the bidder and tender number should be mentioned.</p> <p>b. Through Demand Draft/ Banker's Cheque from a Scheduled Bank drawn in favour of Reserve Bank of India, New Delhi</p> <p>c. Through Bank Guarantee from a Scheduled Bank as per <u>Annexure VII</u> drawn in favor of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least upto validity of the tender as per <u>Clause 19 of this Section III(a)</u>).</p> <p>iii. EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to Assistant General Manager (Personnel) of Human Resource Management Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.</p> <p>iv. Under no circumstances EMD will be accepted in any other form than stipulated above. Further, EMD submitted in account of another Office of the Bank shall not be considered. Scanned copy of Demand Draft/ Banker's Cheque/ Bank Guarantee has to be uploaded as proof of submission in first e-cover.</p> <p>v. The second e-cover i.e., Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date will be considered for opening. The proof of submission of EMD should be uploaded in first e-cover.</p> <p>vi. Release of EMD: The EMD of bidders other than successful bidder shall be returned/refunded on expiry of bid validity (including extended validity) as per clause <u>19 of Section III(a)</u> or on award of work to the successful bidder whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Bank Guarantee (PBG) as per <u>Clause 4 of Section IV(b)</u>.</p> <p>vii. Forfeiture of EMD: The EMD will be forfeited.</p> <p>(a) if the bidder withdraws bid after opening of the Price Bid or (b) if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit or</p>
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	(c) fails to execute the agreement or produce PBG
13.	<p>Undertaking on Legal Actions / Litigation / Arbitration by the Bidder</p> <p>The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where civil lawsuit / litigation/ arbitration cases were/are initiated. The bidder shall give the above details as per proforma given in Annexure VI.</p>
14.	<p>Signing of Bid, Power of Attorney</p> <p>i. Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per <u>Annexure III</u>.</p> <p>ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.</p>
15.	<p>Modification / Substitution/ Withdrawal of Bids</p> <p>No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.</p>
16.	<p>Bid Due Date</p> <p>Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.</p>
17.	<p>Late bids</p> <p>No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.</p>
18.	<p>Opening of bids</p> <p>i. Duly filled first e-cover, second e-cover i.e., Part-I (Techno-Commercial Bid) of the tender, will be opened on MSTC portal on the time and date, as specified in NIT / Schedule of e-Tender in the presence of authorized representatives of the bidders who choose to be present.</p> <p>ii. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part – I (Techno-Commercial Bid), shall be opened on a subsequent date</p>

	after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.
19.	Bid Validity Tender shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
20.	Evaluation of bids The Bank will examine and evaluate bids as per clauses of <u>Section III (c)</u> .
21.	Acceptance of Tender and Award of Work (i). On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of: - (a) Articles of agreement in format prescribed in <u>Annexure IX</u> (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the Contractor. One certified copy of the agreement will be handed over to the Contractor by the Bank. (b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondences leading thereto. (ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form). (iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently. (iv) The successful bidder shall take over the entire work within five days of notification of award of work or later as decided by the Bank.
22.	Performance Bank Guarantee Performance Bank Guarantee (PBG) for an amount equal to five per cent of the Contract Amount from a scheduled bank in the proforma at Annexure VIII shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in <u>clause 4 of Section IV(b)</u> .
23.	Taxes / Duties / Levies i. The estimated cost includes all taxes including Goods and Service Tax (GST) ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.

24.	<p>Bank's right to accept or reject any or all the bids</p> <p>i. Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids.</p> <p>ii. The tenders which are not in consonance with the Central Minimum Wages Act and / or any other Labour laws will be treated as invalid.</p>
25.	<p>Land Border Clause -</p> <p>Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020, by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory.</p> <p>In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annex - X). If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.</p>
26.	<p>Contract for Canteen Services</p> <p>The contract for running the canteen services at third floor (adjacent to Officers' lounge) shall be awarded to the same bidder, who successfully competes in the tendering process of OLDR, on mutually agreed terms and conditions. The indicative rates being provided by current vendor have been mentioned in Appendix III. However, this will not be a part of evaluation method. The other terms and conditions for running canteen services are stipulated in Appendix II. The clause (14) and (15) of Terms and Condition of the Tender shall prevail in the contract for running the canteen services as well. The Bank shall not incur any expenditure for canteen operations except electricity, space, water and existing canteen infrastructure. The agreement for running the canteen services will be executed separately.</p>

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section – III (b) Eligibility Criteria

The present tender is being invited for providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi under which the Outsourcing Agency (hereinafter referred to as "Bidder") shall provide trained staff to provide Catering services and for maintenance of Officers' Lounge and Dining Room (OLDR) at Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") as indicated in this document. The eligibility criteria shall be as under:

Criteria	Requirement	Forms / Documents to be furnished
1. Composition of the firm/ organization:	The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished. Joint Ventures are not allowed	Tenderer should fill up information in Format 1 annexed hereto and submit along with the following supporting documents. (i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/other relevant document/s (ii) Power of Attorney in <u>Annexure III</u>
2. Duration of past experience	(i) The bidder should have a minimum of five years of experience in executing similar services <i>(in providing catering facilities to government, public, or private sector undertakings</i> specifically serving institutions or establishments with a minimum of 500 employees/persons at a single location) during the last five years ending <u>September 30, 2025</u> . *Note: Maintenance/upkeep/catering services provided in guest houses/transit houses will not be considered as eligible experience for the above	(i) Bidder should fill up the information in Format 2 annexed hereto indicating client-wise names of similar work(s) <i>(in providing catering facilities to government, public, or private sector undertakings</i> specifically serving institutions or establishments with a minimum of 500 employees/persons at a single location), awarded and actual cost(s), completion date stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of minimum five years of experience of completed similar work/s viz. copies of detailed work order/s indicating date of

	purposes.	<p>award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>
3. Minimum value of each completed similar work/s*	<p>The bidder must have experience of successfully providing similar services (<i>in providing catering facilities to government, public, or private sector undertakings, specifically serving institutions or establishments with a minimum of 500 employees/persons at a single location</i>) during last 5 years ending September 30, 2025, of value as under:</p> <p>(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated annual cost of the tender.</p> <p>Or</p> <p>(b) Two similar completed works each costing not less than amount equal to 50% of the estimated annual cost of the tender.</p>	<p>Bidder should fill up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s.</p> <p>(i) Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) in case of works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) in case of</p>

	<p>Or</p> <p>(c) One similar completed work costing not less than the amount equal to 80% of the estimated annual cost of the tender.</p> <p>*Note: Maintenance/upkeep/catering services provided in guest houses/transit houses will not be considered as eligible experience for the above purposes.</p>	<p>works executed for private companies.</p> <p>(ii) Client certificate/s for each of the qualifying work as per the <u>Format 3A</u> annexed hereto. It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids.</p> <p>Also, if the bidder has served at any office of RBI in the past or provided service at any office of RBI, it should be mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.</p>
4. Annual Financial Turnover	<p>The bidder shall possess minimum Annual Financial Turnover of estimated annual cost of this tender or more during the last three financial years viz. 2022-23, 2023-24 and 2024-25.</p>	<p>The bidder should fill up the information in <u>Format 4</u> annexed hereto and be certified by Chartered Accountant to be submitted along with the following documents:</p> <p>(i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for number of financial years as referred to in <u>Format 4</u>.</p> <p>((ii) Copies of the Income Tax Returns for the last three financial years viz. 2022-23, 2023-24 and 2024-25</p>
5. Solvency	<p>The bidders should have a</p>	<p>(i) The bidder should furnish a</p>

	Solvency of value not less than 100% of estimated annual cost of tender.	solvency certificate issued by the bidder's banker specifically issued for this work not earlier than <u>January 01, 2025</u> , in Format 5 . (ii) Bidder should submit details of their Banker in Format 5A .
6. Registrations	The bidder must have PAN, GST Registration, Registration under Employee State Insurance Act, PF registration and registration under labour laws	Bidder must submit Copy of PAN, GST Registration Certificate, Certificate for Registration under Employee State Insurance Act, Certificate for EPF registration, registration under labour laws.
7. Local Presence of at least one year	The bidder should have an office at the place of Contract i.e., NCT of Delhi with sufficient manpower to take care of day-to-day operational issues.	The bidder shall submit documentary proof in support of having an office in NCT of Delhi.
8. License	Bidders should have the requisite License from The Food Standards and Safety Authority of India (FSSAI) to carry out the catering business.	The bidder shall submit the copy of the valid FSSAI license to carry out the catering business.
9. Pluxee affiliation	The Bidders must be affiliated to Pluxee (Sodexo) India Private Ltd.	The Affiliation certificate of Pluxee (Sodexo) must be uploaded.
<p>Notes:</p> <p>(i) Bids received without the supporting documentary proofs specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.</p> <p>(ii) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.</p> <p>(iii) The bid submitted by a bidder who is found to be not satisfying the eligibility criteria will be disqualified from further processing of the tender.</p> <p>(iv) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc.</p>		

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal)

Section III (c) - Evaluation of Bids

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (b) after opening the second e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of the submission of EMD should be uploaded in the first e-cover.
2. The bidders must submit all the requisite documents prescribed in the tender document in the second e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.
3. The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
4. To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids 'gpnewdelhi@rbi.org.in' and 'oldrnewdelhi@rbi.org.in'. No change in the price or substance of the Bid shall be sought, offered, or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
5. If a bidder does not provide clarification/s of its Tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.
6. The third e-cover i.e., Part II (price bid) of all the bidders who qualified in Part - I (Techno-Commercial bid) will be opened for financial evaluation. The firm with the lowest price (L1) shall be considered for the Award of Contract.
7. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY 2023-24 shall be considered for the award of contract.

8. The Bank is, however, not bound to accept the lowest or any tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal)

Section III (d) Checklist of documents to be submitted with the Tender

List of Documents duly signed and certified to be scanned and uploaded before the last date and time of submission given in NIT/SoT -

Sl. No.	Checklist	Submitted/ Not submitted	Remarks
To be submitted in the first e-cover			
1.	Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover). Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to AGM(Personnel) of Human Resource Management Department (HRMD), Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.		
To be submitted in second e-cover i.e., Part I (Techno-Commercial Bid)			
2.	Form of tender (<u>Annexure I</u>)		
3.	<u>Format 1 of Annexure II</u> (duly signed and stamped)		
4.	Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of <u>Item 1 of Section III(b)</u>		
5.	Power of Attorney in <u>Annexure III</u>		
6.	Self-attested copy of GST registration.		
7.	Copy of FSSAI License		
8.	Self-attested copy of EPFO registration		
9.	Self-attested copy of ESIC registration		
10.	Labour License		
11.	Valid Affiliation Certificate of Pluxee (Sodexo)		

12.	Self-attested copy of the PAN card issued by the Income Tax Department		
13.	<u>Format 2 of Annexure II</u> : Proof of past experience as per <u>Item 2 of Section III(b)</u>		
14.	<u>Format 3 of Annexure II</u> : Proof of eligible works as per <u>Item 3 of Section III(b)</u>		
15.	Client certificate in <u>Format 3A of Annexure II</u> as per <u>Item 3 of Section III(b)</u>		
16.	<u>Format 4 of Annexure II</u> duly signed by the bidder and certified by Chartered Accountant		
17.	Income Tax Returns and the latest final accounts of the business of the Contractor for the last 3 financial years up to FY 2024-25 duly certified by a Chartered Accountant		
18.	<u>Format 5 of Annexure II</u> in the letterhead of the bidder's bank		
19.	Details of Bidder's bank in <u>Format 5A of Annexure II</u>		
20.	Letter of undertaking to Regional Director, RBI New Delhi (<u>Annexure -IV</u>)		
21.	Undertaking on Declaration of Debarment (in format given in <u>Annexure V</u>)		
22.	Signed Undertaking on Legal Actions / Litigation / Arbitration by the Bidder (in format given in <u>Annexure VI</u>)		
23.	Tender documents signed and stamped (Part-I)		
24.	Any other document as specified in the NIT and tender.		
25.	Checklist of documents to be uploaded { <u>Section III(d)</u> }		
26.	Any other information the bidder wishes to furnish.		
27.	Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India (in format given in <u>Annexure X</u>)		

Date:

Authorized Signatory (With Name/Designation and Seal)

Section- IV General and Specific Conditions of Contract

Section IV (a) – Scope of work and services

The Contractor shall have to provide (Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi.

1. Objective: The objective of the contract is to obtain seamless and high-quality dining experience in the OLDR, special services during meetings, and ensure that all officers and staff are provided with excellent catering services across various areas of the office building.

2. Description of Work:

(i) The Reserve Bank of India has a dedicated Officer's Lounge and Dining Rooms (OLDR) facility located at its Office in New Delhi. The OLDR is designed with seating arrangements, tables, chairs, and couches for serving buffet-style lunch to officers. The facility also includes a well-equipped kitchen with gas, water, and electricity provisions.

(ii) In addition to the OLDR, every floor of the building has a pantry to facilitate the preparation / serving of tea/coffee.

(iii) The contractor shall be responsible for the comprehensive operation, maintenance, and supervision of the OLDR (including the kitchen and pantries). This includes providing high-quality catering services for:

- a. **Tea/Coffee/Water Services at Desks:** Providing prompt tea and coffee directly to the officers and staff at their desks or workstations and water services in cabins of AGMs and Senior Officers.
- b. **Regular Lunches:** Buffet-style meals served on all working days or as required by the Bank.
- c. **Special Lunches on Request:** Customized meals as per the Bank's needs and preferences.
- d. **High Tea/Snacks:** Providing tea and snack services during various levels of meetings.

(iv) Additionally, the contractor shall also be responsible for providing food and ancillary items for special lunch services and high tea in the Executive Area.

3. Venue: The Catering service (for the purpose of Lunch) shall normally be provided at the Officers' Lounge and Dining Room at 3rd floor of the Main Office building at 6, Sansad Marg, New Delhi or at any other place as decided by the Bank. The building has provision for pantry and dining halls.

4. Key Responsibilities:

- a. Ensure cleanliness, hygiene, and upkeep of the OLDR, kitchen, and pantries on an ongoing basis. The kitchen, dining and pantry area should be kept free of cockroaches, rodents, fruit flies, pantry pests etc. by taking adequate preventive measures including waste management.
- b. Maintain the highest standards of food quality i.e. nutritious and healthy and to provide best in-class services.
- c. Supervise all catering staff and ensure adherence to the Bank's guidelines/instructions.
- d. Coordinate with the Bank staff to provide catering as per the schedule or as per special requirements / occasions.
- e. Regular maintenance and adequate stocking of food items, ingredients, and necessary kitchen supplies.
- f. Manage special lunches, high teas, and tea services during official meetings.

5. Manpower Requirement: The contractor should employ minimum 33 catering staff (as per below mentioned tentative details) to ensure smooth catering services in the Bank premises. On any given day out of these, four waiters would have to be deployed to provide exclusive services to the senior officers of the Bank.

Type of Employee	No. of Employee	Details of staff
Highly Skilled	4	1 Manager, 1 Supervisor, 2 Chefs
Skilled	4	4 Cooks
Semi-Skilled	21	1 Cashier, 20 waiters
Un-Skilled	4	Cleaning Staff (Kitchen Utility Staff)

The Manager, Supervisors, Chefs, Cooks, Waiters, and other support staff employed by the Contractor shall meet or exceed the qualifications and experience specified in the Scope of Work. To ensure a seamless commencement of services, the Manager, Chefs, and other essential staff shall be deputed by the Contractor before the commencement of work/immediately upon receipt of the Work Order from the Bank.

The Manager and Supervisors are required to be present at the site of work for effective supervision. They shall also make themselves available, as needed, to the Bank and/or its designated representative to receive instructions. Instructions given to the Manager/Supervisor shall be deemed to have the same authority as if they were given directly to the contractor. The Manager, Supervisors, and other Staff are

expected to be fully available on-site during the specified durations and at any other time as required by the Bank.

Additionally, they shall meticulously record all instructions conveyed by the Bank or its designated representative(s).

Record keeping, necessary registers, including but not limited to:

- i. Complaint Register
- ii. Material Receipt and Consumption Register
- iii. Attendance Register shall be strictly maintained by the Manager on a daily basis.

6. Qualification, Skills and Experience of Human Resources

The qualifications, skills and experience of the human resources deployed by the Contractor should be as follows:

(i) Manager (Overall-In-Charge) – Catering (Highly Skilled)

Qualifications: Graduation in Hotel Management / Hospitality / Catering Services

Experience: At least 5 years in hospitality (3-star+ hotels) or catering (similar projects of equivalent value)

Responsibilities and Key Skills required:

- i. Effectively managing the OLDR/Kitchen/Stores/Pantries to ensure high standard, healthy and hygienic food and beverages.
- ii. Ensure proper maintenance and cleanliness of OLDR/Kitchen/Stores/Pantries.
- iii. Maintain a feedback/ suggestion/ complaint mechanism for OLDR, wherein, officers 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.
- iv. Ensuring that the officers and their guests are treated courteously.
- v. Fluent in English and Hindi
- vi. Good management and interpersonal skills
- vii. Capable of checking and responding to e-mails proficiently.

(ii) Supervisor – Catering (Highly Skilled)

Qualifications: Graduation or Diploma in Hotel Management / Hospitality / Catering Services.

Experience: At least 2 years in hospitality (3-star+ hotels) or catering (similar projects)

Key Skills:

- i. Fluent in English and Hindi
- ii. Courteous and polite demeanor
- iii. Proficient in Email communication
- iv. Strong interpersonal skills for interactions.

Responsibilities:

- i. Ensure timely, high-quality service in assigned areas.
- ii. Oversee staff for operations, maintenance, and cleaning.
- iii. Personal accountability for team's performance.
- iv. Monitoring health and hygiene of staff deployed.
- v. Monitoring the safety standards inside the OLDR/Kitchen/Pantries.

(iii) Chef (Highly Skilled)

Qualifications: Diploma or Degree in Culinary Arts, Catering Technology, or Hotel Management

Experience:

(a) 3+ years as Head/Executive Chef in 3-star+ hotels or similar projects

OR

(b) Minimum 5 years of relevant experience in large kitchen management (including 3+ years as Head/Executive Chef in 3-star+ hotels or similar projects)

Key Skills:

- i. Expertise in Indian, Continental, Chinese, Oriental, and Middle Eastern cuisine (vegetarian and non-vegetarian)
- ii. Excellent kitchen management and culinary innovation.
- iii. Menu planning and customization.
- iv. Kitchen Staff supervision and problem resolution.

Responsibilities:

- i. Plan and direct food preparation and culinary activities.
- ii. Estimate food requirements.
- iii. Ensure compliance with nutrition, sanitation, and safety standards.
- iv. Maintaining segregation of veg and non-veg food and utensils used in the process.
- v. Maintain cleanliness and hygiene of kitchen, dining halls, utensils, crockery, and equipment.

(iv) Cook (Skilled)

Qualifications:

1. Minimum High school or equivalent,
2. Diploma in Culinary Arts, Catering Technology or Hotel Management is desirable.

Experience: At least 5+ year as a Cook in 3-star+ hotels / similar organizations / commercial establishments

Key Skills:

- i. Proficiency in Indian, Continental, Chinese, Oriental, and Middle Eastern cuisine (vegetarian and non-vegetarian)
- ii. Personal and kitchen hygiene maintenance
- iii. Team coordination and task management

Responsibilities:

- i. Ensure timely, high-quality, and hygienic food service.
- ii. Assign tasks to utility helpers in the kitchen.
- iii. Maintain kitchen hygiene and cleanliness.

(v) Waiter (Semi-Skilled)

Qualifications: High School or equivalent

Experience: 2 years+ experience as a Waiter in 3-star+ hotels / similar organizations / commercial establishments

Key Skills:

- i. Ability to comprehend oral communication in English and Hindi.
- ii. Well-mannered and agile.
- iii. Trained in proper serving techniques.
- iv. Courteous, polite, neat and clean, pleasant demeanor.

Responsibilities:

- i. Serve meals to officers/staff in a clean and hygienic manner.
- ii. Ensure prompt service, minimizing wait times.

(vi) Cleaning Staff (Unskilled)

Key Responsibilities:

- i. Thoroughly clean utensils, plates etc. using suitable materials.
- ii. Sweep and swab the entire area where food is served.
- iii. Keep the kitchen/lounge/pantries neat and clean at all times.
- iv. Promptly clear and clean tables.

7. General Requirements for All Deployed Staff

(i) Training and Experience: Well-trained with relevant experience in their respective roles

(ii) Skills and Etiquette:

- a. Sufficiently skilled for their positions
- b. Well-mannered and well-versed in hospitality industry etiquettes

(iii) The Bank shall not in any way, be responsible for terms of employment/engagement of kitchen as well as the service staff employed by the contractor or violation of any labour law. The contractor shall ensure obtaining licence under section 12 of the Contract Labour (Regulation and Abolition) Act, 1970.

(iv) The staff shall be properly dressed in neat and tidy uniform, with name plates bearing employees name and company name and should be courteous, well-mannered and attentive. They should be conversant with the basics of the trade and must have necessary experience of table service.

(v) White apron and caps should be put on by the kitchen staff. The serving staff should necessarily put on hand gloves, caps and formal shoes along with the uniform.

(vi) Supervisor and Manager should be present in the Bank during the service hours on working days and as per requirement of the Bank on any other day.

(vii) The Bank reserves the right to request the replacement of any employee/worker deployed by the Contractor, should circumstances warrant such a change.

(viii) In the event of leave taken by any personnel, the contractor is responsible for ensuring uninterrupted service through suitable substitute arrangements in the OLDR.

(ix) To maintain stability, the contractor is expected to minimize frequent changes of personnel; nonetheless, all changes must be formally notified to the Bank in a timely manner, allowing for a reasonable adjustment period.

(x) Prior to engaging the workers, the contractor has to arrange for medical check-up done by any Government/recognised Hospital, and the same has to be completed at times of renewal of the contract (if any). Further, any of the worker infected/suffering from contagious disease must be brought to the knowledge of Bank and such workers should be replaced immediately.

(xi) No Manager/ Supervisor/Chef/Cook/Waiter/Cashier/Cleaning Staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.

(xii) The Contractor should also arrange to submit valid identity and residence proof for all the workers.

8. Kitchen & Pantry – Cleanliness and Hygiene:

(i) The Contractor shall ensure that the food items are cooked in the Lounge / kitchen only.

(ii) The Contractor shall maintain segregation of veg and non-veg food and utensils used in the process.

(iii) Highest standards of hygiene has to be maintained, which will be verified periodically by the Bank and Bank's Medical Consultant (BMC). In case of unsatisfactory/unhygienic quality of food item(s)/tea or lapse in services rendered or any breakage/shortage, etc. deductions will be made as penalty (as per section iv(c) of this tender document) which will be solely decided by the Bank. The kitchen will be under the constant supervision of the Bank and any lapse will be viewed seriously by the Bank.

(iv) The contractor shall also maintain the cleanliness of Kitchen, Dining hall and Pantry area. Cost of cleaning material (to upkeep OLDR area) will be borne by the contractor. The contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act 1954, The Essential Commodities Act 1955, The Weight & Measures Act 1976 and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The contractor shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or contaminated food or materials provided as meals during the entire contract period.

9. Storage and Distribution:

- i) The contractor shall arrange for:
 - a. Storage and distribution of the water bottles provided by the Bank.
 - b. Replenishment of water in jugs provided by the Bank, to the staff to whom such bottles / jugs are provided by the Bank at their cabin / desk on various floors as well as on other occasions, such as meetings, conferences etc.
- ii) The contractor shall maintain and submit the details of such distributed water bottles in the format as given by the Bank.

10. Lunch/Tea/Coffee Timings:

The lunch hours may vary from 12:00 PM to 3:00 PM while the tea timings for morning and evening may vary from 9:30 to 10:30 AM and 2:30 to 3:30 PM respectively or as decided by the Bank. The Contractor shall arrange for tea /coffee being served to Bank's staff and officers at their desks / table during office hours, on all working days or on any other day as specified by the Bank. The contractor shall also arrange for serving tea/coffee/water in disposable cups, whenever required. In addition to this, they also have to serve tea /coffee to all other staff as desired by the specific department from time to time for which they have to maintain a record. However, if required by the Bank, services will have to be provided beyond office hours. The contractor shall have to serve Special lunches/High Tea/ Special Tea as and when required for which prior information shall be given by the Bank.

11. Infrastructure to be provided by the Bank

- a) Pantry/Kitchen with PNG connection along with cooking utensils and water will be provided by the Bank.
- b) Dining area with tables, chairs, refrigerator, microwave, small weighing scale etc.
- c) Electricity connections/points for electrical equipment etc.
- d) Crockery/cutlery will be provided by the Bank.

Note:

- (i) The cost of edible materials, cooking gas, napkins and doily papers for various meetings, lunches etc. and transportation will be borne by the Contractor. Use of Kerosene is prohibited in the Bank's premises.
- (ii) Good quality tablecloth and frills for various lunch events and meetings will have to be arranged by the Contractor. Maintenance of the same will also be arranged by the contractor.
- (iii) The bidders are advised to consider the facilities/infrastructure to be provided by the Bank while quoting their rates.

12. Menu:

The contractor is expected to provide good quality vegetarian / non-vegetarian lunch in proper hygienic condition to officers. Tea/Coffee/Lunch/Special Lunch/Special Tea/High Tea will be served as per the indicative menu attached. (Appendix)

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section IV (b) Terms and Conditions of the Contract

Sl. No.	Clauses
1.	<p>Definitions</p> <p>(a) The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the Bank and the Contractor, together with the documents referred to therein including the General and Specific Conditions of the Contract, General Rules and Instructions to Bidders, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.</p> <p>(b) In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ol style="list-style-type: none"> “Agreement” means the agreement signed between the Contractor and the Bank for the execution of the work. “Site” means Bank’s office premises at Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001. “Work” means providing Catering services and Maintenance of Officers’ Lounge and Dining Room at RBI, New Delhi as per Section IV (a). “The Bank” means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001. “Tender document” shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work. “Day” shall mean Calendar Day “Working Day” shall mean days when the Bank’s office is working <i>i.e.</i>, Days excluding public holidays, Saturdays, and Sundays. “Month” shall mean the calendar month. “Year” shall mean Financial Year “Bidder (s)” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document. “The Contractor” shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors

	<p>of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>xii. “The Authorized representatives of the Bank” means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.</p> <p>xiii. “Contract Amount” shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.</p> <p>xiv. “Notice in writing or written notice” shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.</p> <p>xv. “Writing” includes any written paper document, e-mail correspondence and any electronic message.</p> <p>xvi. “Commencement of work” shall mean the date specified as ‘commencement date’ in the work order.</p>
2.	<p>Sufficiency of Tender</p> <p>The Contractor shall be deemed to have satisfied himself/herself before bidding as to the correctness and sufficiency of his/her tender for the works and of the rates and prices quoted in the Price Bid, which rates and prices shall, except as otherwise provided, cover all his/her obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>
3.	<p>Contract Period</p> <p>(a) The Contract would initially be valid for one year from the date specified in the Work Order, unless earlier terminated in accordance with the termination clause.</p> <p>(b) This Contract may be considered for further renewal for maximum two years (for one year or shorter period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank.</p> <p>(c) The Contractor must submit a fresh Agreement, Performance Bank Guarantee, and Insurance policies for the renewed Contract amount, valid for the duration of the renewed Contract period, in case the Contract is renewed or extended.</p>

4.	<p>Performance Bank Guarantee</p> <p>(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank in prescribed format (<u>Annexure-VIII</u>) for successful execution of the Contract (having a validity period of further 60 days from the expiry of the Contract) within 14 days of receipt of 'Letter of Award' for an amount equal to five per cent of the Contract Amount (inclusive of GST) as Bank Guarantee in favor of Reserve Bank of India, New Delhi.</p> <ol style="list-style-type: none"> Time allowed for submission of PBG from the date of award of work – 14 days. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of Performance Guarantee per day – 7 days. <p>(b) Release of PBG: The PBG shall be released without interest after six months of completion of the Contract Period only after being satisfied of the successful completion of the Contract and no liabilities from the Contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.</p> <p>(c) Forfeiture of PBG: PBG shall be forfeited in case of:</p> <ol style="list-style-type: none"> Non-commencement of work, non- performance of Contract obligations or failure to comply with any of the conditions of the Contract. as per Clause 25 of Section IV (b).
5.	<p>Police Verification</p> <p>No staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.</p>
6.	<p>Compliance with Food Safety and Packaging standard</p> <p>a) All packaged food items used by the Contractor should be compliant with FSSAI/AGMARK specifications. The plastic containers/vessels used should be food-grade plastic.</p>
7.	<p>Record Keeping of Catering Events</p> <p>A proper record and register of catering events like meetings, special lunches etc. and items served shall be maintained and presented for verification purpose to the Designated Official.</p>

8.	Provision of Uniforms for Deployed Staff <p>The contractor shall also provide such workers at its own cost, with such equipment and other paraphernalia as may be considered necessary. Special uniforms for the serving staff should be provided by the contractor for special lunches</p>
9.	Quality Assurance and Continuity of Operations <p>To assess the quality of food prepared by the contractor, the Bank reserves the right, at its sole discretion, to invite all bidders on any given day with prior notice. Bidders shall arrive at the Bank with their Chef, Cook, and prepare dishes as instructed by the Bank. In the event the bidder is awarded the contract, they will be liable to deploy the same staff (Chef, Cook, etc.) for the entire contract period, ensuring consistency in the quality of service provided.</p>
10.	Supply of Tea Items to officers / employees / designated sections <p>The selected bidder will be required to supply tea items, etc. to select officers / employees / sections as indicated by the Bank for which bill will be settled on MRP. The indicative items may include items such as tea, coffee, green tea, kahwa sachets, detox tea, sugar/sugar-free sachets, tea bags, premix tea, dairy milk creamer, biscuits, and snack items. The quantity to be distributed will be decided by the Bank, and a list of quarterly requirements will be provided to the contractor. The contractor must ensure that the items are of standard quality and have a shelf life of at least 3 months. The Bank will provide an indicative list of brands to be used.</p>
11.	Contractor's Responsibility towards Deployed Personnel <p>(a) The staff deployed by the Contractor for the works/ services mentioned in "Scope of Work" (<u>Section IV (a)</u>) shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should come on the Bank in respect of workers deployed by him/her.</p> <p>(b) The Contractor shall be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Bank informed of all development in this regard.</p> <p>(c) The Contractor shall pay all dues of its employees and keep the Bank absolved and indemnified from any liability in this respect.</p> <p>(d) The Contractor shall not permit or carry on any unlawful activity or create indiscipline in the Bank's premises.</p>

	<p>(e) On expiry of the agreement, the Contractor shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Bank, so that no liability or obligation devolve on the Bank.</p> <p>(f) The Contractor shall be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of the Bank.</p> <p>(g) Manager /Supervisors shall be required to work as per the terms of this Contract, scope of work given in Section IV (a) and follow all reasonable instructions given by the Bank's Authorized Representatives.</p> <p>(h) The Contractor shall ensure that the persons so deployed do not allow any property of the Bank to be taken out of the premises without a valid Gate Pass signed by the designated officials of the Bank.</p>
12.	<p>All relevant Statutory Laws to be complied by the Contractor</p> <p>a) The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz:</p> <ul style="list-style-type: none"> (i) Contract Labour (Regulation and Abolition) Act, 1970. (ii) Employees' State Insurance Act, 1948. (iii) Employees' Compensation Act, 1923. (iv) Payment of Wages Act, 1936. (v) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952. (vi) Payment of Bonus Act, 1965. (vii) The Minimum Wages Act, 1948. (viii) Employer's Liability Act, 1938. (ix) Child Labour (Prohibition and Regulation) Act, 1986. (x) Maternity Benefits Act, 1961. (xi) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (xii) and/or any other Rules/Regulations and/or Statutes that may be applicable to them. <p>b) The deployed staff/workers other personnel shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.</p>

	<p>c) The Contractor should be registered with the concerned authorities of Labour Department under the Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).</p> <p>d) The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and all other applicable laws.</p> <p>e) The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.</p> <p>f)</p>
13.	<p>Compliance with PF and ESI Regulations</p> <p>The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the 'Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer's contribution towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same to concerned authorities duly furnishing particulars of personnel deployed in the Bank.</p>
14.	<p>Compliance with Laws/ Regulations on Minimum Wages</p> <p>(a) Minimum wages as prescribed by Central Government in the Minimum Wages Act, 1948 will be applicable. The Contractor shall ensure payment of minimum wages to the employees employed by them through NEFT or any other electronic mode to their bank accounts. Under no circumstances wages shall be paid in cash. The Contractor shall maintain a register of wages and shall issue a wage slip to every employee employed by them. Wages to the employees shall be disbursed only through electronic mode to their bank account and the documentary evidence of payment such as a copy of the transaction record/ bank statement of the Contractor shall be produced with the bill to be submitted to the Bank for payment to the Contractor. <u>In addition, they have to provide basic amenities like drinking water, first aid facility, etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970.</u> The Contractor shall comply with or cause to be complied with the Labour regulations from</p>

	<p>time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.</p> <p>(b) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.</p> <p>(c) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee.</p>
15.	<p>Levy/Taxes payable by Contractor</p> <p>(a) Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this Contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in respect of the same.</p> <p>(b) The Bank is not responsible for payment of GST for the service rendered by the Contractor. It is the responsibility of the Contractor to pay the GST to the tax authority. The Contractor shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions.</p> <p>(c) Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted from the monthly bills payable to the Contractor as applicable and the Bank will not entertain any claim whatsoever in respect of the same.</p>
16.	<p>Payment Terms</p> <p>a) The Contractor shall raise the bill on a monthly basis (first week of subsequent month) and the payment shall be made within</p>

	<p>30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents as follows:</p> <ol style="list-style-type: none"> i. Documentary proof of attendance ii. NEFT statement as evidence for remittance of wages to the deployed employees iii. Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favour of the employee deployed at the site. iv. Bank Statement / ECS mandates. v. Statement evidencing the deposit of GST. <p>b) A declaration stating that compliance to all Statutory Acts have been made. The declaration shall be on the contractor's letter head duly signed by the authorised signatory along with the bill stating that <i>"All statutory payments have been made to the Govt. pertaining to the ongoing contract with the Bank and complete salary payment has been made in full to all the staff deployed at RBI locations as per the minimum wages act, 1948 and as per the contract. All Govt. rules and guidelines issued from time to time pertaining to employment of labours are being adhered to."</i> Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the documents as above are not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of wages to people deployed by the Contractor has been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes <i>i.e.</i>, Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.</p> <p>c) The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the</p>
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	<p>Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.</p> <p>d) The Bank will pay the agreed amount on performance basis, inclusive of all taxes based on monthly bills submitted by the Contractor. No other charges of any kind shall be payable. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi. The TDS, if applicable, will be deducted by the Bank.</p> <p>e) In case of any complaint regarding non-compliance of any statutory payments, the same shall be withheld from the bill without prejudice to the Bank's right to terminate the Contract.</p>
17.	<p>Escalation Clause (Revision of Rates)</p> <p>(i) Wage escalation- The Contractor shall pay the revised wages as soon as the wages are notified by the Central Government. Upon receiving request from the Contractor, the rates (as stated at <u>Sr. No. '1 to Sr No. '7'</u> of 'Price Bid' given in Part II of the tender) would be revised based only on the revision of Minimum Wages as prescribed by Central Government. If the wages already being paid is sufficient to meet the revised minimum wages requirement, no further increase will be affected in respect of payments to deployed staff.</p> <p>(ii) Contractor's Profit & Food Items cost escalation- The Contractor's Profit (<u>as stated at S. No. '8' of 'Price Bid' given in Part II of the tender</u>) and food item cost (<u>as stated at S. No. '9' to '19' of 'Price Bid' given in Part II of the tender</u>) will be revised annually based on Consumer Price Index and Wholesale Price Index declared on Bank's website at the time of renewal of the Contract (subject to the satisfactory performance of the Contractor and other terms and conditions detailed in the tender document). The percentage increase in cost may be calculated by using the below formula –</p> $V_{co} = V \times \{0.70 \times (WI - WIO)/WIO\} + 0.30 \times \{(CI - CIO)/CIO\}$

	<p>Vco = Variation in total amount component for the current year (Item nos. '9' to '19')</p> <p>V = Total amount component for the previous year (Item nos.'5' to '15')</p> <p>Wl = Average of Wholesale Price Index for all commodities 6 months prior to the commencement date of contract for the current year</p> <p>Wlo = Average of Wholesale Price Index for all commodities 6 months prior to the commencement date of contract for the previous year</p> <p>Cl = Consumer Price Index for industrial workers 6 months prior to the commencement date of contract for the current year</p> <p>Clo = Consumer Price Index for industrial workers 6 months prior to the commencement date of contract for the current year</p>
18.	<p>Subletting of Work</p> <p>The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.</p>
19.	<p>Penalty Clauses/Liquidated Damages</p> <p>The penalty clauses have been detailed in <u>Section IV (c)</u>.</p>
20.	<p>Insurance in respect of damages to Persons and Property</p> <p>(a) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.</p> <ol style="list-style-type: none"> Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including Fire Risk. Employees' Compensation Policy for all employees deployed at site. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details: <ul style="list-style-type: none"> For injury to persons – Rs 5 Lakh per person per accident For damage to property – Rs 2 Lakh per accident for a ceiling of <u>Rs 25 Lakh</u>. <p>(b) <u>All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14</u></p>

	<p><u>days of award of work</u>). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.</p> <p>(c) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.</p> <p>(d) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.</p> <p>(e) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.</p> <p>(f) Copy of the insurance policy is to be submitted to the <u>before commencement of work (within 14 days of award of work)</u>, failing which the Bank reserves the right to terminate the Contract.</p> <p>(g) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.</p> <p>(h) The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.</p>
21.	<p>Loss to Property of the Bank</p> <p>Any loss caused to any property of the Bank due to negligence of personnel so deployed shall be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority (CA) who shall be General Manager, Human Resource Management, Reserve Bank of India New Delhi. However, the Contractor will have the right to appeal to the Regional Director whose decision shall be final in the matter.</p>
22.	<p>Indemnity Clause</p> <p>(a) The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses,</p>

	<p>charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:</p> <ol style="list-style-type: none"> Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or Non-performance of the terms and conditions of the Contract; or Breach of the representations and warranties made by the Contractor; or Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 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. <p>(b) The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.</p>
23.	<p>Non-Disclosure Clause</p> <ol style="list-style-type: none"> The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in

	<p>strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.</p> <p>b. 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.</p> <p>c. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p> <p>d. The contractor and its staff shall adhere to IS (Information Security) policy of the Bank.</p>
24.	<p>Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013</p> <p>a. The Contractor shall be sole 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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>b. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the Contractor is proved.</p> <p>d. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p>

	e. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
25.	<p>Termination of Contract</p> <p>a. Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank's discretion.</p> <p>b. Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by <u>giving</u> notice in writing shall determine the Contract in any of the following cases:</p> <p>(i) If the Contractor has abandoned the Contract.</p> <p>(ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.</p> <p>(iii) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.</p> <p>(iv) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelisation etc.</p> <p>(v) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.</p>

	<p>(vi) If the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.</p> <p>(vii) If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.</p> <p>(viii) If the Contractor assigns or sublets this Contract without the prior written consent of the Bank.</p> <p>Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after <u>giving one-months' notice</u> in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works/services to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.</p>
26.	<p>Termination of Contract by Contractor</p> <p>If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing, requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed. The Contractor shall however continue to discharge the Contractual obligation during the notice period unless dispensed by the Bank.</p>

27.	<p>Termination of Contract in case of death of Contractor</p> <p>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 any liability for such termination and compensation to the Contractor.</p>
28.	<p>Force Majeure conditions</p> <p>(a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.</p> <p>(b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.</p> <p>(c) 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, either party may at its option, terminate the Contract.</p>
29.	<p>Settlement of Disputes and Arbitration</p> <p>If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank may constitute an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute.</p> <p>If an amicable settlement is not forthcoming within the aforesaid period, then the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final</p>

	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 Delhi only.
30.	Jurisdiction of Court All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.
31.	Obligations of the Contractor (a) The Contractor and its staff shall take proper and reasonable precautions to preserve the Bank's properties from loss, destruction and waste. (b) The Contractor shall not misuse the Areas of Responsibility given to them by the Bank and shall not knowingly lend/give to any person any of the effects of the properties being managed. (c) Any liability arising out of any litigation (including those in consumer commissions) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: _____ Authorized Signatory (With Name/Designation and Seal)

Section IV (c)- Penalty Clause

1. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor is given seven (07) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that such withheld amount shall not incur any interest.

2. Deductions from Payment: The Bank may deduct from the Contractor's Bill, amounts on account of claims of penalty as per the mentioned Service Level Agreement (SLA), costs or claims, losses, damages, defective services carried out by the Contractor etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Contractor. In case the Contractor fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Contractor's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

3. Penalty for Operational Lapses: Illustrated list for operational lapses are as follows –

Sl. No.	Service Level Agreement (SLA)
	Operational Lapses
1	Inferior Quality of ingredients used in Food
2	Food not cooked properly/ Food Poisoning
3	Failure to maintain proper hygiene and cleanliness
4	Failure to resolve complaints received from Employees of the Bank
5	Staff missing from duty/ deploying lesser than contract agreement staff on duty
6	Failure to provide services on the orders placed by the Departments/Employees of the Bank
7	Misbehavior by the Contractor's Staff with any employee / visitors etc.
8	Improper usage of Bank's property/ equipment.
9	Deployment of ineligible staff by the bidder
10	Staff not in proper uniform or unkept uniform during duty hours
11	Not able to provide food items mentioned in the menu or change the menu without the approval of the Bank

12	Failure to get the Police verification and annual Health check-up of staff done as required
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- Tolerance Level for the above-mentioned Operational lapses is Zero.
The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the operational lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value submitted by the Contractor in a particular month.

Implementation: The above-mentioned SLA are to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and process the penalties if any.

4. Penalty for Statutory Compliance Lapses: Illustrated list for Statutory Compliance lapses are as follows:

Sl. No	Statutory requirements
1.	Failure to comply with the Applicable Contract/ Labour laws and other laws.
2.	Deploying the Staff/ employees without giving weekly-off.
3.	Failure to provide documents on time for PF/ESI along with the bill
4.	Failure to pay the salary to deployed staff by 10 th of each month
5.	Non-compliance with the statutory requirement regarding payment of minimum wages
6.	Keeping of one register each for Wage/Leave/Weekly Off/Attendance
7.	Failure to produce the bank account statement of staff deployed by the bidder along with the monthly bills
8.	Failure to provide All risk (including third party liability coverage) /workmen compensation policy
9.	Non-maintenance of attendance registers to enable daily tracking of staff deployed

- Tolerance Level for the above-mentioned Statutory Compliance lapses is Zero.
The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the Statutory Compliance Lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value submitted by the Contractor in a particular month.

Implementation: The above-mentioned SLA are to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and process the penalties if any.

I/We hereby declare that I/We have read and understood all the above Instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and seal)

Appendix I - INDICATIVE MENU**(A) NORMAL TEA/COFFEE**

SL NO	MENU	QTY.	Quality
1	Tea (1 Cup)	180 ml	Chaayos/Brooke Bond/Lipton/Taj Mahal/Tata Tetley or equivalent & sugar, sugar free sachets on demand
2	Detox Kahwa (1 Cup)	180 ml	Twinnings/Girnar/Organic India/Dabur or equivalent
3	Premix Tea	180 ml	Chaayos/ /Girnar/Twinnings or equivalent
4	Green Tea/ Lemon Tea (1 cup)	180 ml	Green tea bag and fresh lemon, sugar, sugar free sachets on demand
5	Coffee (1 cup)	180 ml	Nescafe/Bru/Society or equivalent, sugar, sugar free sachets on demand
6	Fresh Lime Water (1 Glass)	200 ml	Fresh Lemon
7	Butter Milk (1 Glass)	200 ml	Freshly prepared or Amul/Mother Dairy/Country Delight or equivalent.

Note: The above to be served properly on tables of Officers/Staff members.

(B) FRESH TENDER COCONUT WATER

SL NO	MENU	QTY.	Quality
1	FRESH TENDER COCONUT WATER (1 Glass)	200 ml	Fresh Tender Coconut water

(C) SPECIAL TEA/COFFEE**Type 1:**

(a)	Tea/coffee/green tea/ lemon tea/fresh lime water/ Buttermilk/ Detox Kahwa/ Fresh Juice
(b)	Premium baked cookies in single serve packing (one piece each of sweet and salted) / Roasted or salted/unsalted Dry Fruits (Almonds, Makhana, Cashew, Pista, Dates, etc.) minimum 30 gms each of Good brand.

Type 2:

(a)	Tea/coffee/green tea/ lemon tea/fresh lime water/ Buttermilk/ Detox Kahwa/ Fresh Juice
(b)	Premium baked cookies in single serve packing (one piece each of sweet and salted) / Roasted or salted/unsalted Dry Fruits (Almonds, Makhana, , Cashew, Pista, Dates, etc.) minimum 30 gms each of Good brand, Boiled Sweet Corn/Sprouts etc and Veg cutlet / paneer roll / paneer pakora / sandwich / samosa / fruit cake / sugar free laddu etc.

(D) HIGH TEA

(a)	Tea/coffee/green tea/ lemon tea/fresh lime water/ Buttermilk/ Detox Kahwa/ Fresh Juice
(b)	Premium quality roasted salted Almond, Pista / Walnut, Makhana, Roasted Chana and Dry Figs , Seedless Dates– minimum 30 gms each
(c)	Premium brand (Karachi Bakery/Cookieman/Lexus or equivalent) baked cookies in single serve packing – sweet and salted one pc. each / Boiled Sweet Corn / Sprouts etc
(d)	Veg cutlet / paneer roll / paneer pakora / sandwich / samosa / fruit cake etc.
(e)	Sweet/Pastry- one pc. / Healthy dry fruits sugar free laddu 2 pcs etc.

(E) BASIC LUNCH (OLDR) – Veg /Non Veg (buffet. to be served in Officers' Lounge)

SL NO	ITEMS	DETAILS
1	Soup	Tomato Soup with Bread Crunch, sweet corn/clear veg/spinach/mushroom.
2	Snacks/Starter	One Veg snack item, Veg snack items: Harabhara

		kabab/ Dal vada / Dahi vada/ Idli / Veg cutlet / Dhokla / Tikkis / spring roll / chaats / Cheese balls etc. or other Continental / Oriental/ Middle Eastern preparation for appetisers.
3	Fresh Lime Water/ Sweet Lassi/ Salty Chaach	Fresh Lime Water/ Sweet Lassi/ Salty Chaach
4	Seasonal Salad	Green Salad (Sliced tomato, carrot, beetroot, Cucumber, Onion) and one variety of Tossed Salad/ Chat/ Sprouts Salad/ Oliver (Russian) Salad etc.
5	Rice	Jeera Rice/Veg pulao/Biryani and Steamed rice (daily on rotation)
6	Chapati/South Indian	Roti, Missi Roti, seasonal multigrain roti/ Dosa, Idli, Vada
7	Curd/Raita	Plain Curd/Raita 100 gms, sealed cup of Mother Dairy/Amul
8	Cereal (Dal)	Tuar Dal, Dal Makhni/Rajma, Moong Sabut, White Chana, Malka Masoor, Sambhar (daily on rotation)
9	Vegetable	(a) Two Seasonal Vegetable of good quality (daily on rotation) Coconut Chutney/Tomato Chutney. Potatoes in vegetables or otherwise should not be served more than twice a week.
10		(b)Any one Paneer Dish- Matar paneer/ Shahi paneer / capsicum paneer/ Malai Kofta/ Malai methi etc.
11	Non-Veg Dish	Mutton- 150 gms (without gravy) / Chicken- 150 gms (without gravy)/ Fish Rohu / Pomfret - 100 gms (without gravy) on daily rotational basis (atleast once a week)
12	Papad	Bikaneri/ Haldiram/ Lizzat/ Bikaji brand or equivalent
13	Pickle	Nillon's/ Mother's recipe or equivalent
14	Dessert	Gulab jamun /Rasgulla / Rasmalai / Chhena Roll/Malai Chaap/Milk Cake/Bengali Sweet of good quality, etc. on all week days on rotation.
	or Seasonal fresh cut fruits (200 gms)	
15	Icecream	Ice cream-once a week-100 gms sealed cup/cone- Amul/ Havmor/Nic brand (Butter Scotch/ Kesar Pista/ Malai Kulfi etc.)

16	Mouth Freshener	(i) Branded Premium Quality (ii) Betel leaf (sweet & saada Paan) to be served once in a week.
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Note: Fruit Lunch (700gms) in place of items (3) to (10) as mentioned in (E) of [Appendix- I](#) also have to be provided in the Lounge.

Note: The bidder has to ensure that a separate space and cooking utensils are used for preparation of non-veg items.

Sweets should not be prepared using ready to cook ingredients.

Ice cream (sealed cup/cone) – once a week of different flavours on rotation basis (Amul/ Havmor)

(F) Limited Veg Lunch - Rotis (4nos. - 50 gms.)/Poori (6 nos.-50 gms.) / Rice (250 gms) + Dry Vegetable (100 gms.) + Dal/ Rajma/ Chole will have to be provided on demand to the officers.

(G) Limited Non-Veg Lunch - Rotis (4nos. - 50 gms.)/Poori (6 nos.-50 gms.) / Rice (250 gms) + 1 Non- Veg Dish* will have to be provided on demand to the officers.

(H) Details of Special Lunch : Special Lunch will have to be supplied based on specific orders and not on regular basis.

SR. NO	ITEM	PLAN - A	PLAN - B	PLAN- C
1	SOUP	1+1	1	1
2	STARTERS	2+2	1+1	1
3	SALAD	3	2	2
4	RICE	1	1	1
5	PULAO	1	1	1
6	CHAPATI / ASSORTED BREADS	YES	YES	YES
7	SET CURD	1	1	1
8	RAITA	1	1	1
9	DAL	1	1	1
10	SEASONAL VEG	3	2	2
11	MIX BOILED VEG	1	1	1
12	PANEER PREPARATION	2	1	1
13	NON-VEG	3	2	1
14	PAPAD, PICKLE, CHUTNEY	YES	YES	YES

15	FRESH FRUIT IMPORTED	YES	YES	YES
16	DESSERT	2	2	1
17	ICE-CREAM	1	1	1
18	MOUTH FRESHNER	YES	YES	YES
19	PAAN	YES	YES	NO

*Non-veg to be served boneless.

The indicative menu for special lunch is as follows-

INDICATIVE MENU FOR SPECIAL LUNCH	
SOUP	Lemon Coriander, Makai Shorba, Cream of Tomato, Monchow, Broccoli Garlic Soup, Mulli Katawany, Hot and Sour, Tomato Shorba, Veg Clear, Cream of Veg, Cream of Almond, Cream Of Mushroom, Ministrone Italian Soup, French Onion Soup, Cream Of Chicken, Chicken Lemon Coriander etc.
STARTERS	Surprise Vegetable, Mozzarella Jalapeno Roll, Hara Bhara Kabab, Corn Cheese Pan Cake Rolls, Paneer Cutlet, Veg Cutlet, Paneer Pakora, Paneer Tikka, Crispy Corn, Veg Finger, Cheese Corn Roll, Chilli Honey Potato, Chilli Mushroom, Garlic Soya Chaap, Paneer Afgani, Chilli Potato, Dry Manchurian, Chicken Gillafi Kabab, Crispy Fried Chicken, Chicken Tikka Malai, Mutton Seekh Kabab, Chicken Tikka, Fish Finger, Afgani Chicken Tikka, Dry Chilli Chicken etc.
SALAD	Green Salad, Waldorf Salad, Greek Salad Moong Sprout, Kidney Beans Salad, Pasta Salad, Aaloo Chana Chat, Cabbage Pineapple Salad, Russian Salad, Italian Salad, Kimchi Salad etc.
RICE	Plain Rice, Steam Rice, Jeera Rice, Jeera Peas Pulao, Veg Pulao, Veg Biryani, Paneer Pulao, Mushroom Biryani, Kashmiri Pulao, Corn Onion Dum Pulao, Hakka Noodles, Singapori Noodles, Veg Fried Rice, Garlic Fried Rice etc.
CHAPATI	Chapati, Missi Roti, Puri, Tandoori Roti, Tandoori Naan, Lachha Paratha/Pudina Paratha/Ajwain Paratha etc.
CURD / RAITA	Set Curd, Boondi Raita, Veg Raita, Pudina Raita, Pineapple Raita, Dahi Bhalla, Cucumber Raita, Bottle Gourd Raita, Onion Raita, Burani Raita
DAL	Yellow Dal, Dal Panchratna, Dal Makhani, Dal Arhar Tarka, Dal Maharani, Dal Bukhara, Dal Palak, Dal Moong Masoor, Black Masoor Dal, Dal Mix Masala, Black Chana Dal, Kadhi Pakora, Rajma, Chhole Masala, Dal Amritsari, Dal Nizami, Rajama Rashila etc.

SEASONAL VEG	Mix Veg, Vegetable Jalfrezi, Gobhi Fry, Bhindi Do Pyaza, Karela Fry, Aaloo Methi, Corn Palak, Aaloo Matar, Soya Chop Masala, Kashmiri Dum Aaloo, Dum Aaloo Punjabi, Gatta Curry, Kurmuri Bhindi, Sabz Handi Lazeez, Sabz Moloni, Diwani Handi, Gajar Mattar Masala, Garlic Mashroom, Veg Manchurian, Stier Fried Vegetables, Chilli Mashroom etc.
BOILED VEG	Vegetable Fine Herbs, Sauted Vegetable, Corn Mushroom Florentine, Green beans with lemon butter, Penne Alfredo, Penne Arrabbiata, etc.
PANEER	Paneer Butter Masala, Kadhai Paneer, Matar Paneer, Shahi Paneer, Palak Paneer, Malai Kofta, Palak Kofta, Methi Matar Malai, Paneer Mushroom, Navratna Korma, Paneer Kali Mirch, Paneer Metihi Chaman, Paneer Hyderabad, Paneer Anardana, Paneer Jaipuri, Paneer Pasanda, Chilly Paneer, Paneer Lababdar, Paneer Pasanda etc.
NON-VEG	Butter Chicken, Kadhai Chicken, Chicken Khara Masala, Chicken Do Pyaza, Chicken Kashmiri Curry, Chicken Saag Wala, Chicken Lababdar, Chicken Rara, Chicken Korma, Chicken Kali Mirch, Handi Chicken, Kashmiri Chicken Curry, Chilly Chicken Gravy, Mutton Rogan Josh, Lal Mass, Mutton Kolhapuri, Mutton Corama, Mutton Rara, Fish Curry, Fish Fried, Bengali Fish Curry, Lahori Fish Curry, Fish Amritsari, Fish in Lemon Butter Sauce, Garlic Fish, Fish Gaon Fish Curry, Chilly Fish etc.
PAPAD	FRIED, ROASTED etc.
PICKLE	VARIETY OF FLAVOURS
FRESH FRUIT	VARIETY OF CUT FRUITS, BASED ON SEASON
DESSERT	Moong Dal Halwa, Gulab Jamun, Cream Gulab Jamun Dry, Ras Malai, Rasgulla, Gajar Halwa, Variety of Bengali Sweets, Shauk-E-Shahi, Apple Kheer, Shahi Tukda, Mango Custard, Jalebi Rabari, Malpua Rabari, Rice Kheer Thandai, Meethi Seviyan, Sev Boondi Sweets should not be prepared using ready to cook ingredients etc.
ICE CREAM	Butter Scotch/ Pineapple/ Chocolate/ Mango/ Kesar Pista/ Vanilla/Tooti Frooti Etc. Ice cream of different flavours on rotation basis (Amul / Havmor brands)
MOUTH FRESHNER	VARIETY OF FLAVOURS & PAAN (as applicable)

Raw Material

- Edible Refined oil should be of branded companies like Tata/ Patanjali / Saffola / Sundrop / Fortune / Sweekar or equivalent only.
- Edible Mustard oil should be of branded companies like Tata / Patanjali/ Fortune/ Saffola or equivalent only.
- Spices of branded companies like Catch / MDH/ Everest / Tata or equivalent only.
- Multigrain Flour / Wheat Flour of Ashirwad / Annapurna/ Nature Fresh/ Pillsbury / Shakti Bhog or equivalent only.
- Rice of premium quality (Basmati) of branded companies like Kohinoor/ India Gate/ Lal Quila / Dawat or equivalent only.
- Cereals should be of good quality.
- Raw vegetables should be of good quality and washed properly before cooking.
- Common Salt, Black Pepper, Chat Masala of Catch/ MDH/ Tata brand or equivalent (to be kept on dining tables)
- Only freshly made juice to be served. Bank may at its own discretion demand packed juice, which should be of quality brands (Real/Tropicana/Paper Boat/Raw etc. or equivalent brand only) and in Tetrapack/small bottles only.

Appendix II - Staff Canteen services to be provided in Reserve Bank of India, New Delhi

1. The canteen services shall normally be provided at the canteen area, adjacent to the Officers' Lounge and Dining Room (OLDR), at IIIrd floor of the Main office building at 6, Sansad Marg, New Delhi or at any other place as approved by the Bank within the Bank's premises. However, if required by the Bank, services will have to be provided beyond office hours.
2. The indicative rates being provided by current contractor have been mentioned in Appendix-III. Rates for any new items introduced will require prior approval of the Bank.
3. The bidder shall provide infrastructure for electronic payment viz. POS, Sodexo card machine. The bidder shall accept Sodexo EMC/coupon along with debit card/credit card/cash against the breakfast/lunch/snacks items served to the Bank's staff, by him/her. The bidder will claim the amount against Pluxee EMCs/coupons directly from the Sodexo (now Pluxee) SVC India Pvt Ltd. The Bank shall not be responsible for any claims, in this regard.
4. The infrastructure to be provided to the bidder, by the bank shall include water, electricity, dining area and existing canteen furniture. Breakfast in the morning, lunch in afternoon and snacks in the evening shall be provided in the canteen.

I/We hereby declare that I/we have read and understood the terms and conditions as mentioned above.

Signature of Bidder(s)/Partners Name:

Seal:

Date:

Place:

Appendix III - RATES FOR BREAKFAST/SNACKS/LUNCH AT STAFF CANTEEN, RBI, NEW DELHI

Sl. No	Description	Unit (Plate / Piece)	Current Rates (in Rupees)
A	Lunch (limited vegetarian) (Rice, One dry vegetable, Dal, Roti-03-piece, salad, papad, curd/raita)	01	80/-
B	Tea	01 cup	15/-
C	Coffee	01 cup	18/-
D	Snacks		
1	Standard Samosa with Chutney / Sauce	01 piece	20/-
2	Paneer Pakora with Chutney / Sauce	100 gms.	30/-
3	Bread Pakora with Chutney / Sauce	100 gms.	20/-
4	Idli with Sambhar	02 pieces	40/-
5	Vada with Sambar	02 pieces	40/-
6	Puri with Sabzi	04 pieces	30/-
7	Kachori with Sabzi	02 pieces	40/-
8	Sandwich	Per piece	25/-
9	Veg Cutlet	Per piece	25/-
10	Sabzi (per plate)	100 gms.	25/-
11	Dal (Per Plate)	100 gms.	25/-
12	Rice (Per Plate)	100 gms.	25/-
13	Roti	Per piece	5/-
14	Raita	100 gms.	20/-
15	Sweet (Dessert of the day)	Per piece / Plate	25/-
16	Papad	01 piece	5/-
17	Pulao	150 gms.	40/-
18	Chinese Noodles with Sauce	150 gms.	40/-
19	Veg Maggi	1 pkt.	35/-
20	Boiled egg	1 egg	10/-
21	Bread Omelette	2 eggs, 2 bread slices	40/-
22	Milk	150 ml	25/-

Appendix III - RATES FOR BREAKFAST/SNACKS/LUNCH AT STAFF CANTEEN, RBI, NEW DELHI

23	Hot chocolate	150 ml	40/-
24	Sprout Salad	150 gms.	35/-
25	Bread toast (with butter)	2 pcs.	35/-
26	Soup of the Day	150 ml	25/-
27	Non-veg dish of the Day	1 pc. (150 gms. With gravy)	90/-
28	Special Veg dish of the Day	100 gms.	30/-
29	Special Dessert	Per piece/plate	35/-

The rates for canteen items will be decided mutually. The indicative rates being provided by current contractor have been mentioned in this Appendix. The revised rates and terms will apply only to the services/products listed in Appendix II. The price is final and non-negotiable post-submission; however, the Bank reserves the right to decide whether to invite fresh / separate tenders or to negotiate and with whom. The rates for canteen items will not form part of evaluation criteria of the tender.

DATE:

PLACE:

SIGNATURE OF BIDDER(S)

Section V (Annexures to Various Sections)

Annexure – I Form of Tender

(To be submitted on Bidder's letterhead)

Place:

Date:

To,
Regional Director
Reserve Bank of India
Human Resource Management Department
New Delhi

Dear Sir/Madam,

Contract for providing Catering Services and Maintenance of Officers' Lounge and Dining Room (OLDR) in the Bank's Premises at RBI, New Delhi

Having read and examined the Notice Inviting Tender, General and Specific Conditions of Contract, General Rules and Instructions to Bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Price Bid and in accordance with all respects of the instructions in writing referred to in General and Specific Conditions of Contract, the Articles of Agreement, General rules and instructions to bidders, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

NIT No / e-Tender no.	No.: RBI / Delhi Regional Office/HRMD/3/25-26/ET/529
Name of the Work:	Catering Services and Maintenance of Officers' Lounge and Dining Room (OLDR) in the Bank's Premises at RBI, New Delhi
Estimated annual cost of the tender	₹2.08 Crores/- (Rupees Two Crores Eight Lakh only) including GST
Earnest Money Deposit (EMD)	₹ 4,16,000/- (₹ Four Lakh Sixteen Thousand only).

Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to five per cent of Contract value from a scheduled Bank
Contract Period	The Contract would initially be valid for the period of one year from the date specified in the Work Order

2. We agree to keep the tender open for the validity period specified in Section III (a) of the tender and not to make any modification in its terms and conditions during the validity period or any other renewed/extended period as agreed mutually.

3. A sum of ₹ 4,16,000/- (₹ Four Lakh Sixteen Thousand only) mentioned as Earnest Money Deposit in NIT/S is hereby submitted in the form specified therein and its proof is uploaded in first e-cover on MSTC portal. If I/We, fail to furnish the prescribed Performance Bank Guarantee within the prescribed period specified in Section IV(b), I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely. Further, if I/We fail to commence work as specified in Section III(a), I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money Deposit or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

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

8. The details of our bankers as given as per the format 5A.

Dated this _____ day of _____ 20XX.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney in the prescribed format as per Annexure III of this tender should be uploaded).

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

Annexure II - Shortlisting / Eligibility Criteria Formats**Format 1 Basic Information (To be read with Item 1 of Section III(b))**

a)	Name of the Company/firm	
b)	Details of registration of the firm: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.	
c)	Name and address of the Proprietor/Partners/ Directors of the Company	
d)	Registered Address of the Company/firm	
e)	Address for correspondence	
f)	Contact Person	
g)	Designation	
h)	Mobile no.	
i)	FAX/Tele-fax	
j)	e-mail id	
k)	PAN No,	
l)	GST Registration details and no.	
m)	Labour License Details	
n)	EPFO Registration No.	
o)	ESIC Registration no.	
p)	FSSAI License No.	
q)	Details of MSME registration, if applicable	
r)	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work	
s)	Was the bidder ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
t)	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded works	

	before their completion? If so, give name of the work and reasons for abandonment.	
u)	Has the bidder or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
v)	Has the bidder or any constituent partner in case of partnership firm, ever been convicted?	
w)	Whether the bidder is involved in frequent civil suit /litigations in the Contracts being executed now. If yes, please furnish the details.	

Sl no	Name of the work and Employer	Nature of work	Work order No and Date	Present stage of work	Value of Contract	Brief details of litigation
1.	2.	3.	4.	5.	6.	7.

Date:
Seal)

Authorized Signatory (With Name/Designation and

Format 2 PREVIOUS WORK EXPERIENCE (To be read with Item 2 of Section III(b))
List of important similar works executed by the Bidder / Firm

Sl no	Name of similar work and location	Nature of work / items of work involved in the Contract	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Attach supporting documents.

Date: Authorized Signatory (With Name/Designation and Seal)

Format 3 Works qualifying Eligibility (To be read with Item 3 of Section III(b))**Details of similar work/s (qualifying) completed during five years during the period August 01, 2020, to July 31, 2025**

Sl no	Name of similar work and location	Nature of work (brief description) of work involved in the Contract.	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of Tenderer's client who can be contacted by the Bank in case it is so needed).	Cost of work		Period of completion			Reason for delay if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/ Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

(The work/s costing equal or above the minimum value specified in eligibility criteria)

Date:
Seal)

Authorized Signatory (With Name/Designation and

Format 3A : CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (On Client's Letter Head) (To be read with item 3 of Section III(b))

Name and address of the Client :

Details of Works executed by Shri /M/s :

S. No.	Name of Work	
1	Brief particulars of the work	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the Contractor employed qualified staff / Supervisor during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the Contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the Contractor.	

	Service Satisfaction	Outstanding/ Very Good/ Good/ Satisfactory /Poor
--	----------------------	---

Date: Authorized Signatory (With Name/Designation and Seal)

Format 4 FINANCIAL STATUS (To be read with item 4 of Section III(b))

Sr.no.	Details	Financial Year		
		April 1, 2022, to March 31, 2023	April 1, 2023, to March 31, 2024	April 1, 2024, to March 31, 2025
		₹ in lakh	₹ in lakh	₹ in lakh
1	Annual financial turnover certified by Chartered Accountant.			
2	Income Tax returns for the year			

Note:

Statement shall be supported by copies of audited financial statements/ accounts of the business of the Tenderer duly certified by a Chartered Accountant and the Income Tax Returns for the years viz. 2022-23, 2023-24, 2024-25

Date:

Authorized Signatory (With Name/Designation and Seal:

**Format 5 : FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head) (To be read with Item 5 of Section III(b))**

To,

Date:

Regional Director,
Reserve Bank of India,
Human Resource Management Department,
6, Sansad Marg,
New Delhi - 110001

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

For the bank with Name, Designation and Seal

Note:

1. Bankers' certificates should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Human Resource Management Department, 6, Sansad Marg, New Delhi - 110001.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank

Format 5A: Details of Bidder's Banker (To be read with Item 5 of Section III(b))

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.	
3	Type of Account and Account No.	
4	The period from which the service provider has been banking with the Banker	
5	Any other information which the service provider may like to furnish about its Bankers	
6	IFSC code of the Branch	

Date:
Seal)

Authorized Signatory (With Name/Designation and

Annexure III - Format for Power of Attorney for Authorized Signatory

(On Non-Judicial Stamp Paper of ₹100/-)

To,
The Regional Director
Reserve Bank of India
New Delhi

Dear Sir/Madam,

..... (Name of work)

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Bidder shall be irrevocable.

Annexure – IV: Letter of Undertaking On Bidder's Letter Head (On A Stamp Paper of ₹100/-)

To,
Regional Director
Reserve Bank of India
Human Resource Management Department
New Delhi

Name of the bidder_____

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 etc. contained therein and undertake myself/ourselves abide by the same.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
4. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake that complete Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi, as any other Points considered by our Agency.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

Annexure V-Undertaking regarding declaration of debarment by public institution(s)

(To be read with Clause 8 of Section III(a))

(To be submitted by the bidder on their letterhead)

Name of Work : Providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi

Sir,

1. I/We (Name of the bidder) declares that
 - a) I/ We or any of our allied firm* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* or any of our partners/directors have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - c) we will inform the Bank in writing, in case, I/we or any of our allied firm* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) or our partners/directors (Name of the partner / director) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same is effective up to(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

Annexure VI Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder [On the Letter head of the Bidder]

Date:

To,

Regional Director,
Reserve Bank of India,
_____ Department,
6, Sansad Marg,
New Delhi - 110001

Ref: Providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi

Sir,

1. I/We (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction. /

1. I/We (Name of the bidder) declare that the followings legal action(s) have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved etc.)

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

(Note: strike out one of the above two declarations which is not applicable)

2. Further, we also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects.

2. Further, we also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:

..... (detail of the project and type of action etc.)

.....

(Note: strike out one of the above two declarations which is not applicable)

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

Annexure VII: Proforma of Bank Guarantee for Earnest Money Deposit

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

Place: _____

Date: _____

The Regional Director
Human Resource Management Department
Reserve Bank of India
New Delhi

Dear Sir / Madam,

Providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi

Bank Guarantee for Earnest Money Deposit

Ref.: NIT/Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Bidder) _____, (hereinafter called as "the Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to the RBI in respect of the said sum of ₹ _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the EMD for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (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. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder 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 Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).

b) Our liability under these presents shall not exceed the sum of ₹ _____ (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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

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

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action

is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Official (with seal)

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

ANNEXURE-VIII: Proforma of Performance Bank Guarantee

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

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Estate Department
New Delhi

Dear Sir/Madam,

Providing Catering services and Maintenance of Officers' Lounge and Dining Room (OLDR) at RBI, New Delhi
Performance Bank Guarantee

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to the RBI a Performance Guarantee 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 ₹ _____ 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 the RBI, their Successors, Assigns that in the event of the RBI coming to the

conclusion that the Contractor has not performed his/her obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (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 ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (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 the RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹ _____ (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_____ (60 days beyond the expiry of the Contract) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Annexure IX - Articles of Agreement

ARTICLES OF AGREEMENT made at New Delhi on this _____ day of _____ 2025 between the Reserve Bank of India, 6, Sansad Marg, New Delhi - 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called “the Bank”) of the one part and (hereinafter called “the CONTRACTOR”) of the other part.

WHEREAS the Bank intends to engage a Contractor for “*Providing Catering Services and Maintenance of Officers’ Lounge and Dining Room (OLDR) at RBI, New Delhi*” and has caused specifications describing the work to be done [as detailed in Tender Documents (Sections I to VI, Annexures, and amendments thereof)].

AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Sections I to VI, Annexures, and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Sections I to VI, Annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as “the said Conditions”) the works described in terms and conditions and included in the scope of work as stated in the Tender Documents (Sections I to VI, Annexures and amendments thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under.

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions - In this Agreement, unless there is anything repugnant to the subject or context:

- i. “Agreement” means the agreement signed between the Contractor and the Bank for the execution of the work.
- (ii) “Site” means bank premises at Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001.
- (iii) “Work” means providing Catering services and Maintenance of Officers’ Lounge and Dining Room at RBI, New Delhi as per Section IV (a).

- (iv) “Tender document” shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.
- (v) “Day” shall mean Calendar Day
- (vi) “Working Day” shall mean days when the Bank’s office is working i.e., Days excluding public holidays, Saturdays, and Sundays.
- (vii) “Month” shall mean the calendar month.
- (viii) “Year” shall mean Financial Year

- (ix) “Bidder (s)” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
- (x) “The Contractor” shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (xi) “The Authorized representatives of the Bank” means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.
- (xii) “Contract Amount” shall mean the total amount as calculated from quoted rates by the successful bidder and as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work.
- (xiii) “Notice in writing or written notice” shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be written notice.
- (xiv) “Writing” includes any written paper document, e-mail correspondence and any electronic message.
- (xv) “Commencement of work” shall mean the date specified in the work order.

2. In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular only include the plural and vice versa.

3. **Signing of Contract Agreement:** On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Delhi/ New Delhi. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the Contractor shall devolve on the Contractor and the Bank shall be entitled to recover the amount from the Performance Bank Guarantee (PBG) or from the bills raised by the Contractor. Where the PBG is utilized for the said purpose, the Contractor shall immediately refurnish a fresh PBG. Failure to do

so may amount to breach of the agreement and consequences thereof shall follow.

4. Contract Period:

- (a) This agreement will come into effect from date specified in the Work Order and will remain in force up to one year, unless earlier terminated in accordance with the termination clause.
 - (b) This Contract may be considered for further renewal for maximum two years (for one year or lesser period at one time) on the same terms and conditions subject to satisfactory performance of the Contractor as assessed by the Bank and at the sole discretion of the Bank. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties. The Contractor must submit a fresh Agreement, Performance Bank Guarantee, and Insurance policies for the renewed Contract amount, valid for the duration of the renewed Contract period, in case the Contract is renewed or extended.
5. In consideration of the said Contract Amount to be paid in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the scope of work.
 6. The Bank shall pay the Contractor the Contract Amount or such other sum which shall become payable at the times and in the manner specified in the said Conditions.
 7. The said Conditions and the correspondence attached hereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.
 8. The specifications, agreements and documents mentioned herein shall form the basis of this Contract.
 9. This Contract is an item rate contract to carry out the work according to the scope of work detailed in the tender document, at the rates quoted by Contractor in the Price Bid of the Tender (Part II).
 10. The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages to the property etc.

11. The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract. The Bank at its discretion, may, close or add some of the premises any time during the Contract period. The amount for providing services in the Contract in case of addition / closing of Bank's offices shall be based on the rates quoted by the Contractor and as per mutual consultation.

12. Performance Bank Guarantee (PBG): The Contractor shall submit an irrevocable Performance Bank Guarantee from a Scheduled Bank as stated in the said Conditions for successful execution of the Contract.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR –

- a. The Contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract at the Main Office building of the Reserve Bank of India located at New Delhi and / or at any other place as required the Bank. The said conditions and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence, and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.
- b. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time-to-time issue further written instructions, detailed directions and explanations which are hereafter collectively referred to as "Bank's" instructions" in regard to;
 - i. Cooking and serving of Lunch for the officers in OLDR.
 - ii. Cooking and serving of Special Lunches for the officers in OLDR.
 - iii. Serving of High Tea or Tea & Snacks during meetings
 - iv. Serving of tea/coffee/water to officers and employees at their cabins / desks
 - v. Maintenance, operation and supervision of OLDRs, Pantries, etc., and keeping them in presentable and hygienic conditions.
- c. Dining hall, Kitchen area and pantry shall be rendered in hygienic condition by trained chefs, cooks, cleaners, etc. Appropriate pest control treatment in kitchen/store- room areas must be undertaken periodically as per requirement.
- d. The Contractor shall forthwith comply with and duly execute the Bank's instructions, provided always, that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank, shall, if involving a variation, be confirmed in writing immediately, and, if not dissented in writing within next day by the Bank, such shall be deemed to be Bank's instructions within the scope

of the Contract.

- e. This Contract is an item rate contract, to carry out the work according to the scope of work detailed in the tender document, at the rates contained in the Financial Bid of the tender (Part II).
- f. The Contractor agrees to utilize materials/brands which will be of the best quality/ as per the approved list (given in Appendix I of Section IV). Banks reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis. The Bank may conduct surprise check to verify the quality/standard of material/service provided by the Contractor. The Bank may send the food samples for quality certification to any laboratory. In case the report shows bad/poor quality, the Contractor shall be liable to penalty of Rs 10,000/- for each instance and the amount will be recovered from the dues payable to the contractor including from Security Deposit. If the quality of food items is found to be substandard/bad for more than three instances, the Bank shall have right to terminate the contract forthwith at the risk and cost of the Contractor.
- g. The Contractor shall provide a complete and updated list of all the personnel deployed in the Bank's premises every month.
- h. The Contractor shall make his own arrangements for security and protection of his workers and materials and the completed work till the same are taken over by the Bank.

The contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw materials and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the prevention of food Adulteration Act, The Essential Commodities Act, The Weight and Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said Contract. The Contractor shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness from any bad, stale or defective food or materials provided as meals during the entire Contract period.

- i. The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor. The Contractor has to make its own arrangements toward health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them and submit a proof to this effect.
- j. The Contractor shall follow the indicative menu, in consultation with the Bank and shall follow the Bank's instructions regarding various aspects of providing catering services

at Officers' Lounge and Dining Room (OLDR).

- k. The Contractor should employ 33 catering staff to ensure smooth catering services in the Bank premises. On any given day out of these, 3-4 persons would have to be deployed to provide exclusive services to the senior officers of the Bank.
- l. The Contractor will be required to supply tea items to select officers / employees / sections as indicated by the Bank. The contractor must ensure that the items are of standard quality and have a shelf life of at least 3 months.
- m. The Contractor shall accept Pluxee Card (previously Sodexo) for payments of the lunch served to the Officers' in Officers' lounge and maintain the records of the same on daily basis for submission to the Bank.

The Contractor shall maintain the highest standards of hygiene, which will be verified periodically by the Bank and the Bank's Medical Officer/consultant. The Contractor shall also maintain the cleanliness of Kitchen, Dining hall and Pantry area. The Contractor shall ensure that the kitchen/dining halls/pantry area and all the crockery and cutlery are cleaned and stacked properly every day prior to closure of the OLDR. The Contractor has to ensure proper disposal of waste food. The cleaning material will have to be procured by the Contractor at his own cost.

- n. The Contractor shall ensure that the food/tea is cooked in the Lounge kitchen itself. Supply of items on credit shall be at the Contractor's own risk and the Bank shall not take any liability for such credit and its recovery thereof. In case of unsatisfactory/unhygienic quality of food/tea item(s) or lapse in services rendered or any breakage/shortage etc. deductions will be made as penalty which will be solely decided by the Bank. The kitchen will be under constant supervision of the Bank and any lapse will be viewed seriously.
- o. The Infrastructure to be provided to the Contractor, by the Bank shall include:
 - a) Pantry/Kitchen with PNG connection along with cooking utensils and water will be provided by the Bank.
 - b) Dining area with tables, chairs, refrigerator, microwave, small weighing scale etc.
 - c) Electricity connections/points for electrical equipment etc.
 - d) Crockery/cutlery will be provided by the Bank.

Note:

- (i) The cost of edible materials, cooking gas, napkins and doily papers for various meetings, lunches etc. and transportation will be borne by the Contractor. Use of Kerosene is prohibited in the Bank's premises.
 - (ii) Good quality tablecloth and frills for various lunch events and meetings will have to be arranged by the Contractor. Maintenance of the same will also be arranged by the contractor.
- p. The Contractor shall follow Bureau of Indian Standards (BIS)/specifications of ISI/AGMARK, wherever applicable.
- q. The Contractor and its staff shall adhere to IS (Information Security) policy and social media policy of the Bank. In terms of social media policy of the bank," Any official information or material that has come in the possession of the Contractor and the staff employed by the Contractor, directly or indirectly during the course of their employment, whether confidential or otherwise should not be posted on social media without prior permission of the Bank. The Contractor and the staff employed by the Contractor, directly or indirectly should not use the social media in any manner that would bring the organization in disrepute or would be tantamount to breach of confidentiality.
- r. To ensure a seamless commencement of services, the Manager, Chefs, and other essential staff shall be deputed by the Contractor before the commencement of work/immediately upon receipt of the Work Order from the Bank.
- s. No Manager/ Supervisor/Chef/Cook/Waiter/Cashier/Cleaning Staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.

C) Statutory Compliance-

The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz. Contract Labour (Regulation and Abolition) Act, 1970; Employees' State Insurance Act, 1948; Employees' Compensation Act, 1923; Payment of Wages Act, 1936; The Employees' Provident Fund and Miscellaneous Provisions Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Child Labour (Prohibition and Regulation) Act, 1986; Maternity Benefits Act, 1961; Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and/or any other Rules/Regulations and/or Statutes that may be applicable to them.

- (a) The deployed staff shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid statutes or any other statute in force during the currency of the Contract.
- (b) The Contractor should be registered with the concerned authorities of Labour Department under the Contract Labour (R&A) Act 1970 and Delhi Works Contract Act
- (c) The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and all other applicable laws.
The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
- (d) The Contractor shall pay the employer's contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the 'Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948". The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer's contribution towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same to concerned authorities duly furnishing particulars of personnel deployed in the Bank.

D) Compliance with Minimum Wages-

- (a) Minimum wages as prescribed by Central Government in the Minimum Wages Act, 1948 will be applicable. The Contractor shall ensure payment of minimum wages to the employees employed by them through NEFT or any other electronic mode to their bank accounts. Under no circumstances wages shall be paid in cash. The Contractor shall maintain a register of wages and shall issue a wage slip to every employee employed by them. Wages to the employees shall be disbursed only through electronic mode to their bank account and the documentary evidence of payment such as a copy of the transaction record/ bank statement of the

Contractor shall be produced with the bill to be submitted to the Bank for payment to the Contractor. *In addition, they have to provide basic amenities like drinking water, first aid facility, etc.* to their employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.

(b) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.

(c) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee.

E) Terms applicable for Payment:

The Contractor shall raise the bill on a monthly basis (first week of subsequent month) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents as follows:

- (i) Documentary proof of attendance
- (ii) NEFT statement as evidence for remittance of wages to the deployed employees
- (iii) Statement evidence indicating the deposits such as ESI, EPF, Bonus and other statutory perquisite in favour of the employee deployed at the site.
- (iv) Bank Statement / ECS mandates.
- (v) Statement evidencing the deposit of GST.

A declaration stating that compliance to all Statutory Acts have been made. The declaration shall be on the contractor's letter head duly signed by the authorised

signatory along with the bill stating that *“All statutory payments have been made to the Govt. pertaining to the ongoing contract with the Bank and complete salary payment has been made in full to all the staff deployed at RBI locations as per the minimum wages act, 1948 and as per the contract. All Govt. rules and guidelines issued from time to time pertaining to employment of labours are being adhered to.”* Any other document as directed by the Bank is to be submitted along with the monthly bill / invoice. The Bank reserves the right to refuse to accept / pay the bill, if any of the documents as above are not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of wages to staff deployed by the Contractor has been made for the billed period. No request for making advance payment on any ground shall be entertained. Any Tax etc., if any levied by the Central/State Government will be borne by the Contractor. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this Contract. Bills shall be settled after deducting all applicable statutory taxes *i.e.*, Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills. In case of disputed bills, adjustment will be made after negotiation/arbitration. The payment regarding the food items will be made on the actual consumption.

The Bank shall have the right to cause an audit and technical examination of the works and the bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him/her under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Bank to recover the same from the Contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him/her under the Contract in respect of any work executed by him/her under it, the amount of such under payment shall be duly paid by the Bank to the Contractor, without any interest thereon whatsoever.

The employees should be paid minimum wages under the Minimum Wages Act, 1948 and rules made thereunder or under any other applicable law. Besides, the employees should be given Employees Provident Fund as per Employees Provident Funds and Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. The Bank will pay the agreed amount on performance basis, inclusive of all taxes based on monthly bills submitted by the Contractor. No other charges of any kind shall be payable. No separate travelling expenses will be paid by the Bank to any staff or Contractor's officials for visiting Office of the Bank at New Delhi. The TDS, if applicable, will be deducted by the Bank.

In case of any complaint regarding non-compliance of any statutory payments, the same shall be withheld from the bill without prejudice to the Bank's right to terminate the Contract.

F) Escalation (Revision of Rates):

(i) Wage escalation- The Contractor shall pay the revised wages as soon as the wages are notified by the Central Government. Upon receiving request from the Contractor, the rates (as stated at Sr. No. '1 to Sr No. '7' of 'Price Bid' given in Part II of the tender) would be revised based only on the revision of Minimum Wages as prescribed by Central Government. If the wages already being paid is sufficient to meet the revised minimum wages requirement, no further increase will be affected in respect of payments to deployed staff.

(ii) Contractor's Profit & Food Items cost escalation- The Contractor's Profit (as stated at S. No. '8' of 'Price Bid' given in Part II of the tender) and food item cost (as stated at S. No. '9' to '19' of 'Price Bid' given in Part II of the tender) will be revised annually based on **Consumer Price Index and Wholesale Price Index** declared on Bank's website at the time of renewal of the Contract (subject to the satisfactory performance of the Contractor and other terms and conditions detailed in the tender document).

The percentage increase in cost may be calculated by using the below formula –

$$Vco = V \times \{0.70 \times (WI - WIO)/WIO\} + 0.30 \times \{(CI - CIO)/CIO\}$$

Vco = Variation in total amount component for the current year (Item nos. '9' to '19')

V = Total amount component for the previous year (Item nos.'9' to '19')

WI = Average of Wholesale Price Index for all commodities 6 months prior to the commencement date of contract for the current year

Wlo = Average of Wholesale Price Index for all commodities 6 months prior to the commencement date of contract for the previous year

CI = Consumer Price Index for industrial workers 6 months prior to the commencement date of contract for the current year

Clo = Consumer Price Index for industrial workers 6 months prior to the commencement date of contract for the current year

G) Subletting of Work: The whole of the works included in the Contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their Contract.

H) Penalty clause –

a. Withholding of Payments: The Bank may withhold the payment to an extent that, it reasonably believes when, the Contractor is in breach of the obligations as per this Agreement. If the breach is such that the same can be remedied, the Contractor is given seven (07) days' notice for remedy of the deficiency. Once the service provider has cured the deficiency, the Bank will pay back the withheld amounts on this cause. It is clarified that such withheld amount shall not incur any interest.

b. Deductions from Payment: The Bank may deduct from the Contractor's Bill, amounts on account of claims of penalty as per the mentioned Service Level Agreement (SLA), costs or claims, losses, damages, defective services carried out by the Contractor etc., directly incurred by the Bank ('The Direct Damages') that arise from the negligence of the Contractor. In case the Contractor fails to remedy the breach, as mentioned, the Bank has the discretion, without further notice, to deduct such amounts from the Contractor's Bill, and this right is in addition to any other right available to the Bank under this Agreement.

c. Penalty for Operational Lapses: Illustrated list for operational lapses are as follows –

Sl. No.	Service Level Agreement (SLA)
	Operational Lapses
1	Inferior Quality of ingredients used in Food
2	Food not cooked properly/ Food Poisoning
3	Failure to maintain proper hygiene and cleanliness
4	Failure to resolve complaints received from Employees of the Bank
5	Staff missing from duty/ deploying lesser than contract agreement staff on duty
6	Failure to provide services on the orders placed by the Departments/Employees of the Bank
7	Misbehavior by the Contractor's Staff with any employee / visitors etc.
8	Improper usage of Bank's property/ equipment.
9	Deployment of ineligible staff by the bidder
10	Staff not in proper uniform or unkept uniform during duty hours
11	Not able to provide food items mentioned in the menu or change the menu without the approval of the Bank
12	Failure to get the Police verification and annual Health check-up of staff done as required

- Tolerance Level for the above-mentioned Operational lapses is Zero.

The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the operational lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value submitted by the Contractor in a particular month.

Implementation: The above-mentioned SLA are to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and process the penalties if any.

d. Penalty for Statutory Compliance Lapses: Illustrated list for Statutory Compliance lapses are as follows:

Sl. No	Statutory requirements
1.	Failure to comply with the Applicable Contract/ Labour laws and other laws.
2.	Deploying the Staff/ employees without giving weekly-off.
3.	Failure to provide documents on time for PF/ESI along with the bill
4.	Failure to pay the salary to deployed staff by 10 th of each month
5.	Non-compliance with the statutory requirement regarding payment of minimum wages
6.	Keeping of one register each for Wage/Leave/Weekly Off/Attendance
7.	Failure to produce the bank account statement of staff deployed by the bidder along with the monthly bills
8.	Failure to provide All risk (including third party liability coverage) /workmen compensation policy
9.	Non-maintenance of attendance registers to enable daily tracking of staff deployed

- Tolerance Level for the above-mentioned Statutory Compliance lapses is Zero.
The Bank reserves the right to impose a penalty of up to 0.5% of the monthly bill value per instance, depending on the risk associated with the Statutory Compliance Lapse and the time taken for rectification, subject to a maximum of 5% of the monthly bill value submitted by the Contractor in a particular month.

Implementation: The above-mentioned SLA are to be monitored by the Human Resource Management Department, Reserve Bank of India, New Delhi and process the penalties if any.

I) Insurance:

(A) The Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site.

- Contractor's All Risk Policy (CAR Policy) for the full Contract Value, including

Fire Risk.

- ii. Employees' Compensation Policy for all employees deployed at site.
- iii. Third Party Liability Policy - either through a separate policy or within CAR policy and having description as per following details:

- For injury to persons – Rs 2 Lakh per person per accident
- For damage to property – Rs 5 Lakh per accident for a ceiling of Rs 25 Lakh.

(B) All insurance policies shall be taken in the joint names of the RBI, New Delhi and the Contractor (name of the RBI, New Delhi being placed first in the policy) against such risks and furnish such policies to the Bank before commencement of work (within 14 days of award of work). For employees' compensation, the umbrella policy taken by the Contractor will not be acceptable.

(C) The insurance policies must remain valid for the initial period of Contract and extendable up to two more years in case of renewal of Contract by the Bank.

(D) If the Contractor fails to take/renew insurance policies, the Bank shall arrange for the same under written notice to the Contractor and recover the insurance premia from the dues payable to the Contractor.

(E) If the Contractor does not take these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the Contractor.

(F) Copy of the insurance policy is to be submitted to the before commencement of work (within 14 days of award of work), failing which the Bank reserves the right to terminate the Contract.

(G) The Bank shall not be responsible for any injury, accident, disability or loss of life to the Contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor.

The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his/her employees or agents.

J) Indemnity Clause:

1. The Contractor shall keep the Bank and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the Contractor due to:

- i. Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the Contract period; or

- ii. Non-performance of the terms and conditions of the Contract; or
 - iii. Breach of the representations and warranties made by the Contractor; or
 - iv. Negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.
 - v. The Contractor shall also keep the Bank indemnified against any claim from the staff of the Contractor and it shall be the duty of the Contractor to clearly inform his/her own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise.
 - vi. Further the Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees' Compensation Act, 1923 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.
2. The Contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. Further, the Contractor shall ensure that no financial or any other liability comes on the Bank, in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

K) Non-disclosure: The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies. 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.

L) PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE

- a) The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who 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 Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

M) Termination of the Contract

(a) Either party shall be at liberty to terminate the agreement by giving three clear calendar months' notice in writing. Any shortfall in meeting the notice period requirement on the part of contractor may lead to invocation of PBG and its partial / complete forfeiture at the Bank's discretion.

(b) Subject to other provisions contained in this clause, the Bank may, without prejudice to its any other rights or remedy against the Contractor in respect of any delay, any claims for damages and/or any other provisions of this Contract or otherwise, by giving notice in writing shall determine the Contract in any of the following cases:

- (i) If the Contractor has abandoned the Contract.
- (ii) If the Contractor has failed to commence the work, or has, without any lawful excuse under these Conditions, suspended the progress of the work after receiving the Bank's notice to proceed or has failed to proceed with work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon.
- (iii) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

(iv) If the Contractor had secured the Contract with the Bank as a result of malafide or non-bonafide practices such as cartelization etc. or the Agreement.

(v) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016) or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court/Tribunal and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/her/it requiring him/her/it to show to the reasonable satisfaction of the Bank that he/she/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

(vi) If the Contractor (whether an individual, firm, or incorporated company) suffers execution or other process of court / authority attaching property to be issued against the Contractor.

(vii) If the Contractor suffers any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or the Contractor charges or encumbers this Contract or any payments due or which may become due to the Contractor hereunder.

(viii) If the Contractor assigns or sublets this Contract.

Then and in any of the said cases in Clause (b) the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. The Bank shall thereafter ascertain and certify in writing the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the PBG.

c) Termination of Contract by Contractor - If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by giving notice in writing of 30 days to the Bank, and he/she shall be entitled to recover from the Bank, payment for all works executed. In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed.

The Contractor shall however continue to discharge the Contractual obligation during the notice period unless dispensed by the Bank.

d) Termination of Contract in case of death of Contractor

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 any liability for such termination and compensation to the Contractor.

N) Force Majeure: Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure 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, either party may at its option, terminate the Contract.

O) Disputes Resolution:

All disputes arising under the Agreement shall be settled amicably through discussions between the parties. The unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. 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 Delhi only.

P) Jurisdiction of Court: All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.

Q) Failure to Exercise the Bank's rights-

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.

R) Tenancy Rights -

Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/her/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the Contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the Contractor for due execution of the Contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be evicted and prosecuted.

S) Other conditions –

- a. To ensure effective implementation of this Contract, the Regional Director or an Authorised Representatives of the Bank shall issue instructions, either orally or in writing to the Contractor and such instructions shall be deemed to be a part and parcel of this Contract and shall be binding on the Contractor. In all matters relating to or incidental to this Contract, if there arises any doubt or dispute or disagreement, the decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.
- b. The Contractor shall provide at his/her cost everything necessary for the proper execution of the Contract according to the intent and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy he/she shall immediately and in writing refer same to the Regional Director, Reserve Bank of India, New Delhi who shall decide thereupon. The decision of the Regional Director, Reserve Bank of India, New Delhi shall be final and binding on the Contractor.
- c. The Contractor shall not be entitled to any compensation for any loss suffered by him/her on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him/her or in any Subcontract connected therewith or delays in awarding Contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- d. If, at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of the whole or part of the works.
- e. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage and pay other persons to

execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank and the same may be deducted from any moneys due to the Contractor.

- f. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its Authorized Representatives. Subsequently, the Contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.
- g. Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract elsewhere with the Bank pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For this clause, where the Contractor is a partnership firm or a limited company, the Bank shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his/her individual capacity or otherwise.
- h. The Contractor and all his/her personnel deployed shall follow COVID 19 protocols or any other pandemic related protocols issued by Government authorities or the Bank.

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents the day and year first hereinabove written.

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly

If the Contractor is a partnership or an individual.

If the Contractor is a company.

authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India by the hand of
Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____

in the presence of

(1)

(2)

Directors who have signed these presents in token thereof in the presence of

(1)

(2)

If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED BY the Contractor
by the hand of Shri
_____ and
duly constituted attorney.

If the Contractor is signing
by hand of power of
Attorney, whether a
company or individual.

Annexure-X- Proforma of Undertaking/Declaration/Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

To,

Regional Director,
Reserve Bank of India,
New Delhi.

Name of Work:

I/We (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019- PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that (Name of the bidder) Is not from a country sharing land border with India, or
- b. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - c. Is from a country sharing land border with India where Government of India has extended lines of credit, or
 - d. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract. I/We (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Undertaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit /

Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with stamp

Date:

Place:

Part - II

Financial / Price Bid

Time and Date of Opening of Part-II: Price Bid	To be notified later
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Section VI: Financial /Price Bid

It is for illustrative purpose only and the same should not be submitted with second e-cover i.e., Part-I. Third e-cover i.e., Part II (Price Bid) of only those bidders who qualified in second e-cover i.e., Part – I (Techno-Commercial Bid)-shall be opened on a subsequent date, and it would be intimated to qualified bidders through email.

The bidders must quote the rates for Manpower above the minimum wages as mandated. It should be submitted at Online MSTC Portal under the Section Financial Bid.

S r. N o	Description	Quantit y	Unit	Rates (in figure)	Amount Quantity*Rate
1	Towards deployment of Overall-In- Charge/ Manager (Highly Skilled).@ (Rates should be quoted for per year for one Manager) Bidders must quote rates inclusive of GST for the above item	1	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
2	Towards deployment of Supervisor (Highly Skilled).@ (Rates should be quoted for per year for one Supervisor) Bidders must quote rates inclusive of GST for the above item	1	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
3	Towards deployment of Chef (Highly Skilled).@ (Rates should be quoted for per year for one Head Chef) Bidders must quote rates inclusive of GST for the above item	2	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
4	Towards deployment of Cook (Skilled). \$ (Rates should be quoted for per year for one Cook)	4	NOS.	Rates including GST should be quoted in MSTC under	Amount will be calculated by MSTC portal

	Bidders must quote rates inclusive of GST for the above item			the Section of Financial Bid	
5	Towards deployment of Waiter (Semi - skilled) * (Rates should be quoted for per year for one Waiter) Bidders must quote rates inclusive of GST for the above item	20	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
6	Towards deployment of Cashier (Semi – skilled)* (Rates should be quoted for per year for one Cashier) Bidders must quote rates inclusive of GST for the above item	1	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
7	Towards deployment of Cleaning Staff (Kitchen Utility Staff) (unskilled)** (Rates should be quoted for per year for one Cleaning Staff (Kitchen Utility Staff)) Bidders must quote rates inclusive of GST for the above item	4	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
8.	Contractor's Profit (Rate should be quoted as lumpsum for one year) Bidders must quote rates inclusive of GST for the above item	1	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
9	Normal Tea- Tea / Coffee / Premix tea/ Green Tea/ Lemon Tea / Masala Tea / Fresh lime water/Butter Milk/Chhachh/ Kahwa Note: Only one rate to be provided for all the above-mentioned items. Bidder to	276000	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal

	factor providing separate sugar sachet, on demand, while quoting the rates. <u>(as indicated in Appendix I)</u> expected monthly consumption = 23000 expected annual consumption = 2,76,000 Bidders must quote rates inclusive of GST for the above item				
10	Tender Coconut Water (Fresh) <u>(as indicated in Appendix I)</u> expected monthly consumption = 200 expected annual consumption = 2400 Bidders must quote rates inclusive of GST for the above item	2400	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
11	Special Tea Type-I <u>(as indicated in Appendix I)</u> expected monthly consumption = 1600 expected annual consumption = 19200 Bidders must quote rates inclusive of GST for the above item	19200	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
12	Special Tea Type – II <u>(as indicated in Appendix I)</u> expected monthly consumption = 150 expected annual consumption = 1800 Bidders must quote rates inclusive of GST for the above item	1800	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
13	High Tea <u>(as indicated in Appendix I)</u> expected monthly consumption = 400 expected annual consumption = 4800	4800	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal

	Bidders must quote rates inclusive of GST for the above item				
14	Basic Veg Lunch-OLDR <u>(as indicated in Appendix I)</u> expected monthly consumption = 300 expected annual consumption = 3600 Bidders must quote rates inclusive of GST for the above item	3600	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
15	Limited Veg Lunch <u>(as indicated in Appendix I)</u> expected monthly consumption = 100 expected annual consumption = 1200 Bidders must quote rates inclusive of GST for the above item	1200	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
16	Limited Non-Veg Lunch <u>(as indicated in Appendix I)</u> expected monthly consumption = 100 expected annual consumption = 1200 Bidders must quote rates inclusive of GST for the above item	1200	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
17	Special Lunch Type - A (Non-Veg. Lunch) <u>(as indicated in Appendix I)</u> expected monthly consumption = 150 expected annual consumption = 1800 Bidders must quote rates inclusive of GST for the above item	1800	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
18	Special Lunch Type – B (Non-Veg. Lunch) <u>(as indicated in Appendix I)</u> expected monthly consumption = 30	360	NOS.	Rates including GST should be quoted in MSTC under	Amount will be calculated by MSTC portal

	expected annual consumption = 360 Bidders must quote rates inclusive of GST for the above item			the Section of Financial Bid	
19	Special Lunch Type - C (Veg. Lunch) (as indicated in Appendix I) expected monthly consumption = 10 expected annual consumption = 120 Bidders must quote rates inclusive of GST for the above item	120	NOS.	Rates including GST should be quoted in MSTC under the Section of Financial Bid	Amount will be calculated by MSTC portal
Total (for Sr no. 1 to 19)					

@ Considering minimum wages as notified by Gol dated March 28, 2025 (including EPF, ESI, and Relieving Charges), annual wages per one Highly Skilled Worker works out to be ₹ 4,19,702.40 (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

\$ Considering minimum wages as notified by Gol dated March 28, 2025 (including EPF, ESI, and Relieving Charges), annual wages per one Skilled Worker works out to be ₹ 3,88,776.96 (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

* Considering minimum wages as notified by Gol dated March 28, 2025 (including EPF, ESI, and Relieving Charges), annual wages per one Semi-Skilled Worker works out to be ₹ 3,56,378.88 (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

** Considering minimum wages as notified by Gol dated March 28, 2025 (including EPF, ESI, and Relieving Charges), annual wages per one Unskilled Worker works out to be ₹ 3,58,300.31 (inclusive of GST/ applicable taxes). Any bid quoting below such rate under this component, will be rejected without assigning any reason thereof.

The Contractor's Profit/Service Charge must be quoted equal or more than five per cent of the total wages (1+2+3+4+5+6+7), which works out to be ₹6,07,553.76 (inclusive of GST/ applicable taxes). Bids quoting the Contractor's Profit/Service charge below such amount will be rejected without assigning any reason thereof.

Wage Analysis given in ‘Annexure XI’ may be referred to for preparation of price bid.

Notes:

- i. Deployment of personnel will be as specified in Section IV (a).
- ii. Rates must be as per the Central Minimum Wages Act and inclusive of all applicable statutory levies / taxes, GST/CGST/ SGST) and all statutory dues payable by the bidder to government authorities.
- iii. No Enclosure should be attached with third e-cover i.e., Part-II (Price Bid).
- iv. No conditions, separate conditional notes etc. should be added in part- II.
- v. No charges other than the total bid amount quoted above will be paid by the Bank.
- vi. The total bid amount shall be quoted for one year only.
- vii. The above rates should be inclusive of all charges for end-to-end operation, maintenance, and supervision of OLDR and Pantries 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, GST and taxes.
- viii. This contract is an item rate contract. The quantities mentioned in item 9 to 19 in price bid are approximate only and may vary in actual course of execution. The bidder is therefore, advised to quote very carefully. No claim for compensation from the bidder shall be entertained due to any variation in quantities (irrespective of the quantum of variation) OR deletion of any item. The rates fixed for a particular period shall remain same throughout that duration. Actual executed quantities for respective items shall be measured and paid.
- ix. The bidders are advised to visit the site to acquaint with the site conditions / understand the scope of work prior to submitting their Price Bid.
- x. All the terms and conditions as mentioned in Techno-Commercial Bid Bid (Part-I) will be part and parcel of the Price Bid. Therefore, the bidders are advised to quote their rates accordingly.
- xi. Rates should be quoted up to two places of decimal.

I/We hereby declare that I/we have read and understood the schedule of Rates and contents of Part II of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Date:

Authorized Signatory (With Name/Designation)

Annexure XI - Wage Analysis <u>(It is for illustrative purpose only and the same should not be submitted with Techno-Commercial Bid. It should be submitted at Online Portal under Section-Price Bid)</u>						
Wage Analysis for calculation of Minimum wages for Part-II of the Tender						
Under Notification No. S.O. 188(E) dated 19th January, 2017 of the Ministry of Labour and Employment, Central Government notification no. (File No.1/6(3)/2025-LS-II dated March 28, 2025, applicable w.e.f. April 01, 2025). Highly skilled : Rs.1065 per day Skilled : Rs. 981 per day semi-skilled : Rs 893 per day Unskilled : Rs.805 per day						
Services shall be provided as per the requirements mentioned in the tender document and complying with all statutory requirements.						
Analysis is as under-						
S.No	Items		Highly Skilled	Skilled	Semi- Skilled	Unskilled
1	Minimum wages for 26 days	A	₹ 27,690.00	₹ 25,506.00	₹ 23,218.00	₹ 20,930.00
2	EPF @ 12.00% of minimum wage or ₹15,000/-, whichever is lower	B=15000*12%	₹ 1,800.00	₹ 1,800.00	₹ 1,800.00	₹ 1,800.00
3	EDLI & Admin Charges {@1% (i.e. 0.5%+0.5%) on ₹15,000/-)	C=15000*1%	₹ 150.00	₹ 150.00	₹ 150.00	₹ 150.00
4	ESI @ 3.25%of minimum wages (applicable for max salary of ₹21,000/-)	D	₹ 0.00	₹ 0.00	₹ 0.00	₹ 680.23
5	Bonus @ 8.33% (applicable for max salary of ₹21,000/-)	E	₹ 0.00	₹ 0.00	₹ 0.00	₹ 1,743.47
6	Total monthly wage for one worker	F=A+B+C+D+E	₹ 29,640.00	₹ 27,456.00	₹ 25,168.00	₹ 25,303.69
7	GST @ 18%	G	₹ 5,335.20	₹ 4,942.08	₹ 4,530.24	₹ 4,554.66
8	Total monthly wage for one worker (inclusive of GST)	H=F+G	₹ 34,975.20	₹ 32,398.08	₹ 29,698.24	₹ 29,858.36
	Annual wages for one worker (inclusive of GST)	I = H*12	₹ 4,19,702.40	₹ 3,88,776.96	₹ 3,56,378.88	₹ 3,58,300.31
9	No of workers (Manpower) = 33	J	4	4	21	4

10	Annual wage for all workers (inclusive of GST)	$K=J*I$	₹ 16,78,809.6 0	₹ 15,55,107.8 4	₹ 74,83,956.48	₹ 14,33,201.23
12	Total annual wage for all workers across all categories (inclusive of GST)	L				₹ 1,21,51,075.15
13	Minimum Contractor's Profit/ Service Charge @ 5% of Total annual wage (L)	$M = 0.05 * L$				₹ 6,07,553.76

The Contractor's Profit/Service Charge must be quoted equal or more than five per cent of the total wages specified in Sl. No. 12 (above), which works out to be ₹6,07,553.76 (inclusive of GST/ applicable taxes). Bids quoting the Contractor's Profit/Service charge below such amount will be rejected without assigning any reason thereof.