



**Reserve Bank of India**  
**Human Resource Management Department, Bhubaneswar**

**NOTICE INVITING e-TENDER**

**E-Tender for Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

1.	Tenders by e- tendering process are invited from Vendors at its Bhubaneswar Office for the “Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar”. The tender will be applicable for initial period <b>of twelve months i.e. from April 01, 2026 to March 31,2027</b> . However, the contract can be extended for a further period of two years (one year at a time) subject to satisfactory performance of the successful bidder and adherence to contractual obligations by the service provider.
1.(a)	Interested tenderers may like to go through the entire tender document before taking part in the tendering process. The tenderers may obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and acquaint themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
2.	All pre-Qualification documents shall be uploaded with Techno-commercial bid (Part-I) on MSTC portal. Those who do not upload the Pre-qualification documents would not be considered for this tender process. Further, the Vendor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.
3.	Tender form will be available for downloading with effect from <b>February 06, 2026, at 06:00 PM. A pre-bid meeting will be held on February 27, 2026, at 02:00 PM</b> , in the Human Resource Management Department, RBI Bhubaneswar. <b>Tender form can be downloaded for viewing from RBI website <a href="http://www.rbi.org.in">www.rbi.org.in</a> or <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>. The applicable pre-Qualification papers should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.</b>
4.	Interested Vendors/firms can participate in e-Tender after getting registration with <a href="http://www.Mstcecommerce.com/eprocurement/rbi">www.Mstcecommerce.com/eprocurement/rbi</a> ). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through

	<p><a href="http://www.mstcecommerce.com/eprocurement/rbi">www.mstcecommerce.com/eprocurement/rbi</a> and applicable transaction charges have to be paid by the firm.</p>	
5.	<p><b>Tender in prescribed format shall be uploaded on MSTC website. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work and tenderers' covering letter.</b></p> <p>The EMD of <b>Rs.62,000/- (Rupees Sixty-Two thousand only)</b> should be submitted by every bidder through NEFT and details of NEFT is mentioned at <b>Annexure-V</b>.</p>	
6.	<p>The schedule of the tender is as follows:</p>	
<b>Activity</b>		<b>Tentative date</b>
i.	e -Tender no.	RBI/Bhubaneswar Regional Office/HRMD/4/25-26/ET/964
ii.	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> )
iii.	Estimated Cost	<b>Rs.31,00,000 /- (Inclusive of GST)</b>
iv.	Date of NIT (along with complete tender) available to parties to download- Tender activation on portal- Tender 'Live' for all	<b>February 06, 2026 at 06:00PM</b>
v.	Date and time for start of Off-line Pre-bid meeting	<b>February 27, 2026 at 02:00PM</b>
vi.	Earnest Money Deposit	<p>Every Bidder has to remit <b>2% of the Estimated Cost</b> as EMD to Reserve Bank of India account up to 12:00 AM on March 12, 2026. The NEFT details mentioned at <a href="#">Annexure-V</a>.</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.</p> <p>EMD of the successful bidder shall be returned on receipt of Performance Bank Guarantee from the successful bidder after signing the Agreement. EMD of the unsuccessful bidder will be returned within 30 days of the award of the Contract. EMD shall be forfeited if the bidder withdraws his bid during the Tender Evaluation Process.</p>

vii.	Performance Guarantee (PBG) Bank	The successful bidder will be required to submit Performance Bank Guarantee <b>5% (Five Percent) of the Contract Value</b> from any Scheduled/Nationalized bank as per the proforma given in <a href="#"><b>Annexure-II</b></a> or amount equivalent to PBG through online mode (NEFT / RTGS) mentioned at Annexure-V of the Tender Document. For details, please refer to <b>Clause -3.12 of <a href="#"><b>Section-VI</b></a></b> .
viii.	Tender Fees	Nil
ix.	<b>Transaction Fee</b> - Please note that the Vendors will have the access to online e-tender only after payment of transaction fees online.	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s MSTC Ltd.
x.	<b>Start Bid date</b> - Date of Starting of e- Tender for submission of <b>online</b> Techno- Commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eproc"><u>www.mstcecommerce.com/eproc</u></a>	<b>March 02, 2026, at 12:00 PM</b>
xi.	<b>Close Bid date</b> - Date of closing of online e – tender for submission of Techno- Commercial Bid and Price Bid	<b>March 12, 2026, till 12:00PM</b>
xii.	<b>Part I Bid opening date</b>	<b>March 12, 2026, at 01:00 PM</b>
xiii.	<b>Part II Bid opening date</b>	Shall be informed separately to parties
7.	<b>The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</b>	

**Regional Director**  
**Reserve Bank of India**  
**Bhubaneswar**



**Reserve Bank of India  
Human Resource Management Department  
Bhubaneswar**

**PART – I  
(Techno-Commercial Bid)**

**TENDER FOR**

**E-Tender for Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

**e- Tender No. RBI/Bhubaneswar Regional Office/HRMD/4/25-26/ET/964**

Name of Tenderer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PH. No. \_\_\_\_\_

Date of NIT (along with complete tender) available to parties to download – Tender activation on portal – Tender 'Live' for all	February 06, 2026, at 06:00PM
Pre-Bid meeting	February 27, 2026, at 2:00 PM
Start Bid Date – Date of Starting e-Tender for submission of online Techno-Commercial Bid and Price Bid	March 02, 2026, at 12:00 PM
Last date and time for Submission	March 12, 2026 till 12:00 PM
Date of Opening of Part I of Tender	March 12, 2026 at 01:00 PM

In case of any holiday on the day of opening, the tenders will be opened at 11:30 AM on the next working day, but the tender shall be closed for bidding on **March 12, 2026 at 12:00 PM**, as scheduled above. No tender by E-Mail/Telephone will be entertained. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.



**Reserve Bank of India  
Human Resource Management Department  
Bhubaneswar**

**DISCLAIMER**

Reserve Bank of India, Bhubaneswar, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



**Reserve Bank of India  
Human Resource Management Department  
Bhubaneswar**

**E-Tender for Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

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5.	<p><b>Tender in prescribed format shall be uploaded on MSTC website. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work and tenderers' covering letter.</b></p> <p>The EMD of <b>₹ 62,000/- (Rupees Sixty-Two thousand only)</b> should be submitted by every bidder through NEFT and details of NEFT is mentioned at <a href="#"><b>Annexure-V</b></a>.</p>	
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vii.	Performance Guarantee (PBG) Bank	The successful bidder will be required to submit Performance Bank Guarantee <b>5% (Five Percent) of the Contract Amount</b> from any Scheduled/Nationalized bank as per the proforma

		given in <u>Annexure-II</u> or amount equivalent to PBG through online mode (NEFT / RTGS) mentioned at Annexure-V of the Tender Document. For details, please refer to <b>Clause -3.12 of <u>Section-VI</u></b> .
viii.	Tender Fees	Nil
ix.	<b>Transaction Fee</b> - Please note that the Vendors will have the access to online e-tender only after payment of transaction fees online.	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited, as advised by M/s MSTC Ltd.
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7.	<b>The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</b>	

**Regional Director  
Reserve Bank of India  
Bhubaneswar**

## **SECTION – I: Important instructions for E-Procurement**

This is an e-procurement event of Reserve Bank of India, Bhubaneswar. The e-procurement service provider is MSTC Limited.

Bidders are requested to read and understand the Notice Inviting e-tender, terms and conditions of this tender and subsequent Corrigendum, if any, before submitting their online tender.

### **1. Process of E-tender:**

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

MSTC Version (V3) : Vendor must have valid Class-III Digital Signature both signing & Encryption type Certificate to participate in tenders. Vendors are to make their own arrangement for bidding.

**SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)**

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

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

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

#### **Contact Person (RBI, Bhubaneswar):**

Contact Person	Mail	Mobile
Shri Abhishek Pradhan	<a href="mailto:apradhan1@rbi.org.in">apradhan1@rbi.org.in</a>	7978339754
Shri Rahul Singh Keram	<a href="mailto:rskeram@rbi.org.in">rskeram@rbi.org.in</a>	7587109012

#### **Contact person (MSTC Ltd):**

Contact Person	Mail	Mobile
Shri Mahesh Ramavath	<a href="mailto:rmaheesh@mstcindia.co.in">rmaheesh@mstcindia.co.in</a>	8801281004
Shri TDMV Satyasai	<a href="mailto:tsatyasai@mstcindia.co.in">tsatyasai@mstcindia.co.in</a>	6370350776
Help Desk /Office	<a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a>	0674-2544199/29

**Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)**

#### **B) System Requirement:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in

	<p>the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p><b><u>Other Settings:</u></b></p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcommerce.com">www.mstcommerce.com</a> once)</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcommerce.com/eproc">www.mstcommerce.com/eproc</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3.	<p>All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.</p>
4.	<p><b>Special Note towards Transaction fee:</b></p> <p>The Vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the Vendor login. The Vendors have to select the particular tender from the event dropdown box. The Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Vendor shall generate a challan by filling up a form. The Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the Vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the Vendor shall be receiving a system Generated mail. Transaction fee is non-refundable. A Vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time <b>of the event so as to give themselves sufficient time to submit the bid.</b></p>
5.	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the Vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of Vendor with MSTC. Vendors are also requested to ensure validity of their DSC (<b>Digital Signature Certificate</b>).</p>
6.	<p><b>E-tender cannot be accessed after the due date and time mentioned in NIT.</b></p>
7.	<p><b>Bidding in e-tender:</b></p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fee is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful Vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p>

	<p>c) The Vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-procurement→PSU/Govt depts→Login under RBI→ My menu→ Auction Floor Manager→live event→Selection of the live event.</p> <p>d) The Vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the Vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, Vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then Vendor should click on "save" to record their Commercial bid. Then once both the Technical bid and Commercial bid has been saved, the Vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, Vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the Vendors will remain completely anonymous to one another and to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the Vendor. Any bid will be considered as the valid bid offered by that Vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Vendor confirms his acceptance of terms and conditions for the tender.</p>
<b>8.</b>	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
<b>9.</b>	<b>No deviation to the technical and commercial terms and conditions are allowed.</b>
<b>10.</b>	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
<b>11.</b>	Vendors are requested to read the Vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> to familiarize them with the system before bidding.

**Section - II**  
**Form of Tender**

(To be submitted on Bidder's letterhead)

Date: / /

Place:

To,

Regional Director  
 Reserve Bank of India  
 Human Resource Management Department  
 Bhubaneswar

Dear Sir,

**Sub: Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

Having read and examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the work and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to take up the works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender, Articles of Agreement, Special and conditions of contract attached hereto.

**Memorandum**

Sl. No.	Description of work	Installation of Tea/Coffee Vending Machines (Six Machines) and Supply of Manpower (Three) for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar
1.	Estimated cost	₹31,00,000/- (Inclusive of GST)
2.	Earnest Money	<b>₹62,000/- (2 % of Estimated cost)</b>
3.	Percentage, if any, to be deducted from bill	Nil
4.	Performance-Bank Guarantee	<b>5 % (five percent) of the Contract Amount</b>

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. I/We have remitted **₹62,000/- (Rupees Sixty-Two Thousand only)** towards EMD through NEFT to Reserve Bank of India, Bhubaneswar along with the tender which is not to bear any interest. If I/We fail to furnish the prescribed Performance Bank Guarantee within the prescribed period, 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 absolutely. Further, if I/We fail to commence

work as specified, 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 invoke the PBG absolutely. The said PBG shall be a guarantee to execute all the works referred to in the tender document as per the terms and conditions contained therein

4. I/We understand the minimum wages will be required to be paid as per the terms and conditions stipulated by the Central Government from time to time. In addition, I/We also understand that all statutory payments like EPF /ESI /Bonus /Gratuity, etc., also need to be paid as prescribed under various statutes, by me / us.
5. I/ we have valid registration in respect of Employees Provident fund / Employees State Insurance /GST etc., copies of the above are enclosed herewith.

**Declaration by the bidder:**

This is to certify that

1. The information/documents/reports provided by me/us in connection with this tender is true to the best of my/our knowledge and if any information is found incorrect or false, I/we may be debarred from the tender process / being awarded the contract.
2. I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves abide by them. I/We understand that the bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason, therefore.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_  
(Signature with seal)

Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Place \_\_\_\_\_  
 Date \_\_\_\_\_

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

**Signature and address of witnesses**

	Signature	Name and Address of the witness
1.		
2.		

### Section – III: **Eligibility/ Qualification Criteria for Bidders**

The tenderers should satisfy the following conditions and are required to enclose (upload in e-tendering portal) necessary documents in support of their claim in Part I (Technical Bid) of the Tender Document for examining their eligibility/suitability. Opening of Part II (Financial Bid) will be subjected to satisfying the prescribed eligibility criteria.

**All the documents shall be submitted by uploading them in e-tendering portal only.**

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical bid
1.	<p><b>Proper Registration:</b> The bidder shall be a Proprietary firm or Partnership firm or a Limited Company or a Corporate body legally constituted, who possesses the required licenses and registrations as per law. The bidder should be registered with the appropriate Government authorities. The bidder must have GST Registration, Registration under Employee State Insurance Act, EPF registration, Registration under Labour and Employment office and MSE registration (if applicable). The bidder should have Permanent Account Number.</p>	<ul style="list-style-type: none"> <li>➤ Copy of Certificate of Incorporation/ Registration, Memorandum and Articles of Association/ Partnership Deed. (if applicable).</li> <li>➤ Certificate of Registration from Employees' State Insurance Corporation.</li> <li>➤ Certificate of Registration from Employees' Provident Fund Organization under Employees' Provident Fund and Miscellaneous Provisions Act, 1952.</li> <li>➤ GST Registration Certificate.</li> <li>➤ Certificate of Registration under Labour and Employment office.</li> <li>➤ Copy of Permanent Account Number of the firm.</li> <li>➤ MSME registration certificate (only in case of MSMEs).</li> </ul>
2.	<p><b>Experience:</b> a) The bidder should have minimum <b>5 years</b> of experience in undertaking a work of installation and maintenance of tea/coffee vending machines in any of the following segments (i) Star Hotels, (ii) International/Domestic Airports, (iii) Reputed/ Public/ Private Sector Banks/ Enterprises and/or their Residential</p>	<ul style="list-style-type: none"> <li>➤ The bidder shall submit a list of similar works (<a href="#">Annexure-VI</a>) along with Copies of work orders and client-wise Completion/ Performance Certificates (<a href="#">Annexure-IV</a>) from the clients, the authenticity of which shall be verified by the Bank through various modes. (Only work orders will not suffice)</li> <li>➤ If the bidder has served any office of the Bank in the past or providing service to any office of the Bank, it is</li> </ul>

	Premises (iv) Reputed Institutions/ Organizations as on January 31, 2026.	<p>mandatory for the bidder to submit client certificate from such office of the Bank.</p> <p>➤ The bidder shall submit the documentary evidence in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s) prior to <b>January 31, 2021, in providing Catering services or Similar nature of services.</b></p>
3.	<b>Minimum value of each completed work</b>	<p>The tenderer has to upload / submit the Client Certificate(s) as per specified format in <b>Annexure-IV</b>, the authenticity of which shall be verified by the Bank through various modes. (Only work orders will not suffice).</p> <p>The tenderer having successfully completed similar works/ contracts for providing catering services and providing Basic Lunch/ Special Lunch/ Normal Tea/High Tea/ Serving of Tea/coffee during various meetings in any of the following segments: [Reserve Bank of India/Government Departments (Central or State)/ Public Sector Undertakings/ Reputed private sector companies/ Multinational corporations/ Public or Private Sector banks/other Regulatory Authorities/ Reputed Institutions, Hotels, Organizations during last 5 years ending on <b>January 31, 2026</b>, which should be either of the following:</p> <p>(a) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) Three similar completed works</p>

		<p>each costing not less than the amount equal to 40% of the estimated cost.</p> <p><b>If the bidder has served any office of the Bank in the past or providing service to any office of the Bank, it is mandatory for the bidder to submit client certificate as per specified format in <a href="#">Annexure-IV</a> from such office of the Bank.</b></p> <p>Documentary evidence for the above as per specified format <a href="#">Annexure-IV</a> should be uploaded on the MSTC Portal, without which the e-tender is liable for rejection at the discretion of the Bank without assigning further reasons thereof.</p>
4.	<p><b>Turn Over:</b> The bidder Should have minimum average annual turnover of <b>₹ 31 Lakhs</b> during the last three financial years i.e. 2022-23, 2023-24 and 2024-25.</p>	<ul style="list-style-type: none"> <li>➤ Audited Balance Sheets and Profit and Loss Accounts of last 3 financial years ended March 31, 2025 (i.e. 2022-23, 2023-24, 2024-25).</li> <li>➤ Certificate of turnover for the last three financial years issued by a Chartered Accountant.</li> <li>➤ Income Tax Returns for the last 3 financial years should be enclosed by the tenderer.</li> </ul>
5.	<b>Solvency Certificate</b>	<ul style="list-style-type: none"> <li>➤ Valid Bankers' Solvency Certificate of value not less than <b>₹ 31 lakhs</b> as per the proforma given in <a href="#">Annexure- III</a>.</li> </ul>
6.	<p>The agency should not have been blacklisted by any Central/ State Govt. or any other PSUs/ Corporation or organisation including Reserve Bank of India at any location of India on any grounds as on the date of this Tender.</p> <p>-The bidder should not have rescinded/abandoned any contract awarded by his clients before the expiry of prescribed period of contract.</p> <p>-Must not have any pending judicial proceedings for any</p>	<ul style="list-style-type: none"> <li>➤ The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof. In the absence of the same, an undertaking with this effect to be furnished by the bidder as per the format prescribed at <a href="#">Annexure-IX</a>.</li> <li>➤ There shall not be any case with the Police / Court / Regulatory authorities against the Bidder. If found at any stage during the evaluation or after the award of contract that the Bidder had withheld or misrepresented facts and information in these regards, the Bid shall be rejected.</li> </ul>

	criminal offence against the Proprietor/ Director or Persons to be deployed by the service provider.	
7.	<b>Details of Bank Accounts:</b> The bidder shall have a current account in a Scheduled Commercial Bank and should give an undertaking that they are ready to receive the payments through electronic modes of payment.	➤ <a href="#"><u>Section-X</u></a> of the Part-I tender document should be uploaded.
8.	The bidder shall submit all relevant documents, reports and other particulars which are to be submitted along with the tender within the due date of submission of tender. However, the Bank reserves the right to ask for clarifications, certificates, reports or any other relevant information from any or all bidders, which shall form part of the eligibility criteria, even after the due date of submission of tender. The bidder shall submit the same within the time frame specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.	

**Note:**

- (a) The tenderer should submit the reports on past performance of his firm/company from his clients and bankers along with the part I of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of Part -I of the tender. The Bank is not bound to assign any reason for rejecting the tender.
- (b) The proof of having remitted the EMD is to be uploaded in MSTC portal.
- (c) The firm should provide details of civil suit, if any, pending in any of the works executed or if any bank having declared any loan of the tenderer as NPA in the last three years.

**UNDERTAKING BY THE VENDOR**

I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

**Date:****Signature and seal of the Vendor/s****Place:****Landline/Mobile No:**

## Section – IV: Check List of Documents to be submitted with the Tender

<b>Sr. No</b>	<b>Prequalification documents</b>	<b>Attached Yes/No</b>
<b>1.</b>	Tender documents signed and stamped	
<b>2.</b>	EMD of <b>₹62,000/- (Rupees Sixty-Two Thousand only)</b> should be remitted through NEFT. Details of NEFT should be attached. (Details for NEFT payment is given in <a href="#"><u>Annexure – V</u></a> )	
<b>3.</b>	(i) Audited Balance Sheets and Profit and Loss Accounts of last 3 financial years ended March 31, 2025 (i.e. 2022-23, 2023-24, 2024-25). (ii) Certificate of turnover issued by a Chartered Accountant should be enclosed as proof of the bidders' turnover for three years ending March 31, 2025. (iii) Copies Income Tax Returns for the last three years duly certified by a Chartered Accountant.	
<b>4.</b>	Bankers' Solvency certificate of value not less than ₹ 31 lakh as per the proforma given in <a href="#"><u>Annexure-III</u></a>	
<b>5.</b>	List of Clients/ Details of Previous Experience: - (executed during last five years starting from February 01, 2021, till January 31, 2026) (To be submitted in Vendor's letter head) ( <a href="#"><u>Annexure-VI</u></a> )	
<b>6.</b>	The details along with documentary evidence of previous experience if any, of carrying out similar works for the Bank (RBI) at any other centre(s). Details of work experience shall be supported by work orders and experience certificates.	
<b>7.</b>	Client Reports in Client's letterhead (as per <a href="#"><u>Annexure-IV</u></a> ) must be enclosed along with techno-commercial Bid for proof of works actually executed.	
<b>8.</b>	Particulars of the Bidders and their Bankers as per <a href="#"><u>Section-IX</u></a> & <a href="#"><u>X</u></a>	
<b>9.</b>	Copy of Permanent Account Number (PAN)	
<b>10.</b>	Proof of Registration with ESI.	
<b>11.</b>	Proof of Registration with EPF authorities.	
<b>12.</b>	Proof of Registration with GST authorities.	
<b>13.</b>	Proof of Registration under Labour laws.	
<b>14.</b>	MSME Registration certificate, if applicable.	

15.	Copy of FSSAI License	
16.	Copy of the Certificate of Incorporation/Articles of Association/Memorandum of Association/ Partnership Deed/ Registration under Shops and Establishment Act and any other similar relevant document.	
17.	Power of Attorney in favour of the person signing the tender documents in case of a Company/Firm ( <a href="#">Annexure – VII</a> )	
18.	Indemnifying the Employer against Contract Labour Rules/Regulations ( <a href="#">Annexure-VIII</a> )	
19.	Declaration ( <a href="#">Annexure-IX</a> )	
20.	Undertaking ( <a href="#">Annexure – XII</a> )	
21.	Cancelled Cheques	
22.	Techno-Commercial Conditions ( <a href="#">Section-XI</a> )	
23.	List of Clients/ Details of Previous Experience: - (executed during last five years starting from February 01, 2021, till January 31, 2026) (To be submitted in Vendor's letter head) ( <a href="#">Annexure-VI</a> )	
24.	Any other document(s) required to be submitted, as mentioned in this tender document, or as demanded by the Bank	

**Note:**

1. The Bank reserves the right to call for authentication/ verification of any or all the above-mentioned particulars. If any information is found incorrect or false or the tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.
2. The bidders shall, besides accepting the [Part - I \(Techno-Commercial Bid\)](#) of the tender document in full, have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility as mentioned in Qualification Criteria for Bidders (Section-III) and in the event of their failure to do so, the Bank reserves the right to reject their tender.
3. RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.

**Place:**

**Date:**

**Signature and seal of the Bidder**

## Section – V: Important Information and Evaluation Criteria

### 1.1

(a) Name of the Employer & Competent Authority	Regional Director, Reserve Bank of India, Bhubaneswar
(b) Estimated annual cost of the work	<b>₹ 31,00,000/- per annum (Including GST)</b>
(c) Earnest Money Deposit (EMD)	<p><b>EMD of ₹ 62,000/-</b> by way of a NEFT using details given in <a href="#"><u>Annexure-V</u></a>. Any tender not accompanied by EMD for the said amount shall be summarily rejected.</p> <p><b><u>No exemption for EMD is available for this tender to any category of bidder including MSMEs</u></b></p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.</p> <p>EMD of the successful bidder shall be returned on receipt of Performance Bank Guarantee from the successful bidder after signing the Agreement. EMD of the unsuccessful bidder will be returned within 30 days of the award of the Contract. EMD shall be forfeited if the bidder withdraws his bid during the Tender Evaluation Process.</p>
(d) Date and place of Pre-Bid meeting	<p><b>Date and time: February 27, 2026 at 02:00 PM</b></p> <p><b>Venue: Conference Hall, 2<sup>nd</sup> Floor, Reserve Bank of India, Pandit Jawaharlal Nehru Marg, Bhubaneswar, Odisha</b></p> <p>To answer any queries or to provide clarifications that the Bidders may have in connection with the work / tender and to give them relevant information regarding the same. <b>No separate communication will be sent for this meeting.</b></p> <p>All bidders are advised to attend the pre-bid meeting at their own interest. The tenderers are expected to get all their issues/doubts clarified during this meeting. Before pre-bid meeting, the interested tenderers may also write to RBI, Bhubaneswar regarding their queries to</p>

	<p><a href="mailto:apradhan1@rbi.org.in">apradhan1@rbi.org.in</a> / <a href="mailto:rskeram@rbi.org.in">rskeram@rbi.org.in</a> / <a href="mailto:hrmdbhubaneswar@rbi.org.in">hrmdbhubaneswar@rbi.org.in</a> and the same shall be discussed on the day of pre bid meeting. <b>Minutes of the said meeting will be made available in RBI website and MSTC Portal.</b></p>
(e) Last date of submission of completed Bid	<b>March 12, 2026 up to 12.00 PM.</b>
(f) Date and time of opening of Techno-commercial Bids (Part-I)	<b>March 12, 2026 at 01:00 PM.</b>
(g) Evaluation Criteria	The successful bidder shall be finalized as per the Evaluation Criteria mentioned at <b>Clause No. 1.6 of this section</b> which shall be final and binding on all the bidders.
(h) Award of contract	<p>The work shall be awarded to the successful bidder who is found eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender.</p> <p>Until a formal contract is prepared and executed, the Work Order shall constitute a binding contract. The successful bidder shall take over entire work <b>within 7 days of notification</b> of award of work or the date as specified by the Bank.</p> <p>However, the Bank will have the sole right to terminate the contract and select L2 (similarly L3, L4) bidder, in case the successful L1 bidder fails to fulfil its obligation.</p>
(i) Falsification/suppression of information	Falsification/suppression of information, if any, shall lead to disqualification of the bidder/ cancellation of contract even after the award of work and during the currency of the contract.
(j) Signing of contract	The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp

	paper within 7 days of award of work. The stamp duty shall be borne and paid by the Vendor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
(k) Date and time of opening of Financial Bids	Shall be intimated to all Bidders later after scrutiny of Techno-commercial Bids.
(l) Commencement Date	Will be specified in the work order.
(m) Insurance in respect of damages to Persons and Property	<p>Vendor shall take the following Insurance Policies:</p> <p>(in the joint names of Reserve Bank of India and the Vendor with the name of the former being placed first in the policy)</p> <p><b>1) Vendor's All Risk Policy for the full Contract Value for entire Contract Period</b></p> <p><b>2) Workmen Compensation Policy for all workmen deployed at site</b></p> <p><b>3) Third Party Liability Policy as per following details:</b></p> <p>a) For injury to persons – Rs 2 Lakh per person per accident</p> <p>b) For damage to property – Rs 5 Lakh per accident</p> <p>Subject to overall ceiling as per extant Insurance guidelines.</p>
(n) Performance Bank Guarantee (PBG)	<b>5 % (five percent) of the Contract Amount</b> from any Scheduled/Nationalized bank as per the proforma given in <a href="#">Annexure-II</a> or amount equivalent to PBG through online mode (NEFT / RTGS) mentioned at <a href="#">Annexure-V</a> of the Tender Document. For details, please refer to <b>Clause - 3.11 of Section-VI</b>
(o) Power of Attorney	Shall be submitted in favour of the person signing the tender documents in case of a company/firm.
(p) Payment Conditions	Refer to Clause 33 of <a href="#">Section-VIII</a>
(q) Penalty Clauses	Refer to Clause 17 of <a href="#">Section-VIII</a>

(r) Validity of the tender	90 days from the date of opening of Part I, the period which may further be extended by the Bank upon agreement with the bidder(s). The bidder shall not cancel or withdraw the tender or change the quoted rates during the validity of the tender.
(s) All disputes arising shall be subject to the jurisdiction of courts in	Bhubaneswar
(t) Contact person for communication in connection with this tender	Shri Abhishek Pradhan, AM, HRMD, RBI, Bhubaneswar Contact No.- 7978339754
1.2	<b>Rights of the Bank:</b> The Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason. No Bidder shall have any cause of action or claim against the Bank for rejection of his Bid.
1.3	All information submitted in response to this tender shall be the property of the Bank and it shall be free.
1.4	<b>Amendments and Extensions of the e-Tender:</b> At any time prior to the last date for receipt of e-tender, the Bank may, for any reason, whether on its own or in response to a clarification requested by a prospective tenderer, may modify the e-tender document by an amendment. In order to provide the prospective tenderers with reasonable time to take the amendments if any, into account in preparing their bids, the Bank may at its discretion, extend the last date of submission of the e-Tender. <b>The tenderer should regularly check the Bank's website for any amendment / corrigendum / clarification regarding the e-tender.</b> No e-tender can be modified subsequent to the last date of submission of the same. No e-tender can be withdrawn after the last date for submission of e-tender and/or the expiry of the validity period of the e-tender as specified in the e-tender document. Withdrawal of the tender application by the bidder during the said interval shall result in forfeiture of the EMD submitted by the tenderer. In the event of the opening of Part-I (Technical Bid) being declared a Holiday, the same will be opened on the <b>next working day at 11:30 AM.</b>

1.5	<p><b>Evaluation of Clients'/Performance Reports:</b> The Bank may obtain reports on past performance of the tenderer from her/ his clients and bankers. The Bank may evaluate the said reports before opening of the <u>Part- II</u> of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process and/or her/ his performance reports received from her/his clients and/or her/ his bankers are not found satisfactory, the Bank reserves the right to reject her/his offer even after opening of Part I of the tender and her/his <u>Part II</u> of e-Tender i.e., financial bid will not be opened and EMD shall be returned back to her/ him as it is.</p>
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### **1.6: Evaluation Criteria**

#### **Technical bid evaluation**

The Bank would examine and evaluate received Techno-Commercial Bid(s), as per the proposal submitted by the Bidders, in line with the Bank's requirement mentioned in Scope of Work at Section V. All the Bidders who satisfy the Bank's eligibility criteria in Technical Evaluation will be eligible for opening of their Financial Bid.

#### **Financial Bid Evaluation**

The Bank will open and scrutinize the financial bids of the technically qualified Bidders only. The Financial Bids will have to be submitted in the format as per Part-II on MSTC portal only.

Bidders quoting zero cost for items will be rejected. The Bank will seek rate analysis and justification from the vendor in case of abnormally low/high rates (+ / - 25% of estimate value for consumables and overheads) and the reasons found reasonable only the Bank will award the work. If the rates quoted by the tenderer are found not workable/ feasible, the Bank reserves its right to summarily reject such tender. There will not be any changes to the quoted rates. Failure on the part of the bidder to provide such clarification within the stipulated time, may entail cancellation of the bid of such bidder. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.

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

#### **SI No. 1**

Rates (Y) quoted by tenderers for the items shall be multiplied with the tentative consumption per annum (X) of that item to form a total amount (Z), for respective items.

The sum of total amount (Z) for all items will be used to arrive at cumulative total (T1).

<b>SI No. 1</b>			
Item	Tentative consumption per annum ( in number) <b>X</b>	Rate per unit in Rupees (in figure) <b>Y</b>	Total Amount per annum (in Rupees) <b>Z= X*Y</b>
Item A	X <sub>A</sub>	Y <sub>A</sub>	Z <sub>A</sub> = X <sub>A</sub> * Y <sub>A</sub>
Item B	X <sub>B</sub>	Y <sub>B</sub>	Z <sub>B</sub> = X <sub>B</sub> * Y <sub>B</sub>
Item C	X <sub>C</sub>	Y <sub>C</sub>	Z <sub>C</sub> = X <sub>C</sub> * Y <sub>C</sub>
Item D	X <sub>P</sub>	Y <sub>P</sub>	Z <sub>P</sub> = X <sub>P</sub> * Y <sub>P</sub>
<b>Total (T1)</b>			T1= Z <sub>A</sub> + Z <sub>B</sub> + Z <sub>C</sub> + Z <sub>D</sub>

### SI No. 2

**“Profit/Service Charges” must be quoted more than or equal to 3% (three percent) of the total minimum wages detailed at Item Q (Total wages excluding GST) of Annexure XI which works out to be ₹21,600/- (Rounded off).**

**Bids quoting the Contractor’s Profit/Service charges below amount i.e., ₹21,600/- will be rejected without assigning any reason thereof.**

**The bidder must quote the Profit/Service Charges per annum (12 months) excluding GST, as amount in Rs. (Not in Percentage)**

- The sum of total amounts arrived at SI No. 1 and SI No. 2 will be considered for arriving at successful bidder. The lowest amount of sum of SI No. 1 and SI No. 2 (rounded off to two decimals) will be declared as successful bidder (L1)
- 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 2024-25 shall be considered for the award of contract.

**Place:**

**Date:**

**Signature and seal of the Bidder**

## Section VI: Terms and Conditions

3.1	<b>Tender Document:</b>
3.1.1	Tender shall consist of this document having different sections, NIT, Annexures, Schedules, Addendum or Corrigendum etc. issued by the Bank for the purpose.
3.1.2	Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
3.1.3	Tenderers are advised to use only the forms (tender document) uploaded on MSTC portal. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may upload so on their own letter head/paper. Each page of the tender forms shall be signed and uploaded.
3.1.4	Eligibility criteria shall be as per <b>Section-III</b> of the tender document.
3.2	<b>Amendment to tender document</b>
(i)	At any time prior to the deadline for the submission of 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 the tender by an amendment.
(ii)	Any such amendment will be uploaded on RBI website. The addendum (s) issued will form part of the tender documents.
(iii)	In order 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 the submission of Bids.
3.3	<b>Preparation of Bid:</b> Tender in prescribed form shall be submitted in two parts – <u>Part I - Techno-commercial Bid</u> and <u>Part II – Financial/Price Bid</u> . Bids shall be submitted online only and within the due date as specified in the tender. Any tender received in physical form and those received late will not be entertained.
3.3.1	<b>Techno-commercial Bid</b>
(i)	<u>Part-I</u> of the tender will contain Bank's standard technical and commercial conditions (not Price Bid) for the proposed work, tender's covering letter and the proof of EMD of <b>₹ 62,000/-</b> (2% of the estimated amount)
(ii)	The bidder shall duly fill in all relevant fields of the Annexure(s) forming part of this Tender. In case any particular field is not applicable to the bidder, the same shall be clearly indicated as "Not Applicable".
(iii)	EMD shall be part of Techno-commercial Bid. The amount of EMD is as given above. No interest is payable on the EMD. The bids received without EMD shall be rejected.
(iv)	The tender documents must be without any ambiguity and if any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion. Only the documents as uploaded by the tenderer in MSTC portal shall be considered as final and no additional document shall be

	entertained for consideration. Conditional bids will be summarily rejected.
3.4	<b>Minimum Wages</b> – The bidders shall follow Minimum Wages Act and all other applicable laws, rules and regulations, statutory requirements. Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e. effective from 1st April and 1st October every year, for ‘Industrial Workers’ – ‘CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING .....’ for ‘Area B’. The “Operator cum Service boy” shall be considered under the category “Unskilled” based on the nature of duties entrusted to them. The bidders shall keep in mind the latest wage structure while offering rates. (Present minimum wages w.e.f October 01, 2025 is ₹ 674/- for Unskilled workers in ‘B’ Area).
3.5	<b>Financial/Price Bid:</b>
(i)	<u>Part-II</u> of the tender will contain no conditions, but tenderer’s price Bid only. Special Note: - The bidder should quote price as per format prescribed in <u>Part II</u> as available in MSTC portal.
(ii)	Financial Bid of the Tender document will include rates per cup (inclusive of GST) of <ul style="list-style-type: none"> <li>A. Normal Tea/ Tea – Flavoured (Masala, Ginger, Cardamom)- Milk/without Milk</li> <li>B. Green Tea (Regular and Flavoured)/ Lemon Tea/ Black Tea</li> <li>C. Coffee with Milk</li> <li>D. Black coffee</li> </ul> Financial Bid of the Tender document will also include service charges per annum (12 months) excluding GST as amount in Rupees. (Not in Percentage)
(iii)	The Bidder should ensure that all columns of the price schedule are duly filled, and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Bank.
(iv)	<b>However, all the rates (Item Type A, B, C, D and as detailed in <u>Annexure -X</u>) quoted at Financial Bid should be rounded off after two (02) decimal places.</b>
(v)	If any column of the price schedule is found blank, then the tender of the respective Bidder shall be treated as non-responsive and will be summarily rejected by the Bank.
3.6	It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder.
3.7	<b>Currency of Bid:</b> Bids shall remain valid for acceptance by the Bank for the

	period of 90 days from the date of opening of Part-I of the tender, the period which may further be extended by the Bank upon agreement with the bidder(s).
3.8	<p>The Vendor shall make alternate arrangements in the absence of a regular staff. The rates quoted shall be inclusive of charges for substitute staffs. No extra charges will be paid in this regard.</p> <p>The bidder should ensure that the Basic Wages plus VDA quoted in financial bid should conform to the current minimum wages stipulated by the <b>Ministry of Labour &amp; Employment, Government of India</b> and that other mandatory charges i.e., EPF and ESI are in conformity with the corresponding statutory provisions.</p> <p>Further, the rates quoted in financial bid shall be final and will not be enhanced under any pretext during the period of the contract. <b>However, in case of future revisions (increase or decrease as the case may be) in statutory obligations, if any, as notified by the Chief Labour Commissioner, Ministry of Labour and Employment, Central Government, the statutory obligations components will be revised on submission of bill, supported by circulars concerned.</b> However, rates quoted in the financial bid will remain unchanged during the period of contract. The Bank will not entertain the agency's claim for revision of other charges during the initial period of contract under any circumstances.</p>
3.9	<b>Earnest Money Deposit (EMD):</b>
3.9.1	<p>The Bidders shall deposit EMD of ₹ 62,000/- by NEFT to Reserve Bank of India, Bhubaneswar Account <b>on or before 12:00 PM of March 12, 2026.</b></p> <p>The account details for NEFT transactions are detailed at <a href="#"><u>Annexure-V</u></a>.</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved MSTC e-tender portal along with other tender document.</p>
3.9.2	No Interest on EMD shall be paid.
3.9.3	Bids not accompanied with EMD shall be treated as non-responsive and will be rejected by the Bank.
3.9.4	The EMD of unsuccessful Bidders shall be returned by the Bank within 30 days of award of work to successful Bidder.
3.9.5	The EMD of the Successful Bidder will be released after award of the work and on submission of Security Deposit and Performance Bank Guarantee.
3.10	<b>EMD shall be forfeited if the Bidder:</b>
(i)	Makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria;
(ii)	Withdraws his Bid during the period of bid validity or fails to execute the contract or refuses to accept the award of work.

(iii)	Has been blacklisted by any Government agency and the blacklisting is still in force.
3.11	<p><b>Performance Bank Guarantee (PBG):</b></p> <ul style="list-style-type: none"> <li>➤ The Vendor whose tender is accepted, will be required to furnish performance Bank guarantee of <b>5% (Five Percent) of the Contract Amount</b>, within 7 days (maximum 14 days) of the award of the work from any Scheduled Bank as per the proforma annexed hereto (<a href="#">Annexure-II</a>).</li> <li>➤ The Performance Bank Guarantee shall initially be valid <b>till the expiry of the contract plus two months (i.e. stipulated date of completion plus two months)</b></li> <li>➤ Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release the Performance Bank Guarantee after the date of final completion of the work plus claim period of two months. The amounts retained by RBI shall not bear any interest.</li> <li>➤ The Bank may terminate the contract in the event the successful bidder fails to furnish the Performance Bank Guarantee or fails to execute the agreement within specified period.</li> </ul>
3.11.1	<p><b>Compensation/Recovery from the Vendor</b></p> <p>All compensation or other sums of money payable by the Vendor to the Bank under the terms and conditions of this Contract may be deducted from the payable bill amount unless the Successful Bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.</p>
3.12	<p><b>Procedure for Submission of Bids</b></p> <p>Interested Bidders / Agencies shall upload the tenders in prescribed form in two parts. Part-I tender will contain the tenderers' covering letter along with all documents as specified whereas Part-II tender will contain only Price Bid.</p>
3.13	<p><b>Techno-commercial Bid</b></p> <p>(i) Prices should not be indicated/ included in the Techno-commercial Bid.</p> <p>(ii) EMD shall be part of Techno-commercial Bid.</p>
3.14	<p><b>Financial/Price Bid</b></p> <p>(i) Tenders having quoted rates below the prescribed minimum wages under fixed cost, will be rejected.</p> <p>(ii) <b>Rejection of the bid:</b>  <b>Bidders quoting any of the rates and/or percentage in the financial bid as zero (excluding GST) or not reasonable as per the discretion of the Bank will be rejected.</b></p> <p>(iii) No conditional/optional quote shall be accepted.</p> <p>(iv) Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.</p>
3.15	Receipt of Bids -The Bids will be accepted till the scheduled date and time as mentioned in the tender document.
3.16	<b>Opening of Techno-commercial Bid</b>

	<p>(i) The <a href="#">Techno-commercial Bids (Part-I)</a> will be opened on the scheduled date and time as specified in <a href="#">Section-V</a> of the tender document at Reserve Bank of India, Human Resources Management Department, Bhubaneswar. The Bidders or their authorized representatives are advised to be present during opening of the same.</p>
3.17	<b>Scrutiny of Techno-commercial Bid</b>
<p>(i) The Techno-commercial Bid shall be evaluated as per the terms and conditions specified in the tender document.</p> <p>(ii) After evaluation of the Techno-commercial Bids, the Financial/Price Bid of only eligible Bidders will be opened. The decision of the Bank on technical suitability of the offer shall be final and shall not be called into question.</p>	
3.18	<b>Opening of Financial Bid</b>
	<p>The Financial Bids of the short-listed Bidders will be opened later, and such short-listed Bidders will be intimated about the date and time accordingly. The short-listed Bidders or their authorized representatives are advised to remain present during opening of Financial Bids.</p>
3.19	<b>Scrutiny of Financial Bid</b>
	<p>The Financial Bid shall be evaluated as per the terms and conditions specified in the tender document.</p>
3.20	<p>The Bank reserves the rights to vary the Schedule of Quantities at the time of award of work order or signing of Contract or any time during the currency of the contract.</p>
3.21	<p>The Bank may obtain reports on the past performance of the tenderer from his clients and Bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or banker's solvency report are not found satisfactory, the Bank reserves the right to reject his offer even after opening of Part-I/ Part- II of the tender. The Bank is not bound to assign any reason for doing so.</p>
3.22	<b>The Bank reserves the right to accept or reject to any or all Bids:</b>
<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 may not assign any reason for rejection of any or all Bids. The Bank reserves the right to cancel/annul the selection process, at any stage prior to the award of the contract on account of the following:</p> <p>(a) In case no bid is received</p> <p>(b) Occurrence of any event due to which it is not possible to proceed with the selection process.</p> <p>(c) Evidence of a possible collaboration/collusion/mischief on part of Bidders, impacting the competition and transparency of the selection process.</p>	

	<p>(d) any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process</p> <p>(e) On occurrence of any such event, the Bank shall notify all the Bidders within 07 days or any reasonable time of such decision. The Bank shall also promptly return the EMD submitted by the Bidders within reasonable time of issue of such notice. The Bank is not obligated to provide any reason or clarification to any Bidder on this account. Liability of the Bank under this clause is restricted to returning the EMD and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.</p>
(ii)	The Bank further reserves the right to re-tender the process or get the work done by a government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
3.23	<p>The Successful Bidder has to give undertaking on Non Judicial Stamp Paper in accordance with the instruction issued by State Government of Odisha of applicable value before the award of the work that it undertakes to actually pay wages to all the laborers of all descriptions to be engaged by it for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under Contract Labour (Regulation and Abolition) Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for the Successful Bidder's failure to pay such wages and provide the essential amenities. <b>The Vendor shall pay to the workers employed by him for the operation and maintenance of tea/coffee vending machine installed at Bank's Main Office Premises as per the timeline fixed in Section 5 of Payment of The Payment Of Wages Act, 1936 read along with The Payment of Wages (Procedure) Rules, 1937.</b></p>
3.24	<p>The Successful Bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Bonus Act 1965 or any other labour law / statute in force in this regard. The Successful Bidder only shall be responsible for liabilities, if any, in this regard.</p>
3.25	<p><b>Insurance in respect of damages to Persons and Property:</b> The Vendor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Vendor. Thus, the Vendor needs to undertake the following insurance policies, in the joint names of the Employer i.e. Reserve Bank of India and the Vendor with the name of the former being placed first in the policy, mandatorily before commencement of the work.</p> <ol style="list-style-type: none"> <li>Vendor's All Risk Policy for the full Contract Value for entire Contract Period</li> <li>Workmen Compensation Policy for all workmen deployed at site</li> <li>Third Party Liability Policy as per following details: <ol style="list-style-type: none"> <li>For injury to persons – Rs 2 Lakh per person per</li> </ol> </li> </ol>

	<p>accident</p> <p>(ii) For damage to property – Rs 5 Lakh per accident Subject to overall ceiling as per extant Insurance guidelines.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>➤ These policies shall be valid till the completion of the work. If the Successful Bidder does not provide these policies, the Bank reserves the right to take the above insurance policies and recover the cost thereof from the bill of the Successful Bidder.</li> <li>➤ The Vendor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</li> <li>➤ The Vendor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.</li> </ul>
3.26	<p><b>Signing of Contract Agreement</b></p> <ul style="list-style-type: none"> <li>➤ The General instructions to the tenderers and special conditions, conditions herein before referred to, Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer, and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.</li> <li>➤ The successful tenderer / Vendor, on acceptance of his tender by the Employer, shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of :- Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the Vendor. One Certified copy of the agreement will be handed over to the Vendor (by the Employer). The draft Articles of Agreement is provided at <a href="#">Annexure-I</a>.</li> <li>➤ Notwithstanding the signing of the agreement, the written acceptance by the Bank, of a tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed. No payment for the work done will be made unless contract is signed by the Vendor.</li> <li>➤ The successful Bidder shall not sublet any portion of the contract. In case of breach of these conditions, the Bank may serve a notice in writing on the Successful Bidder rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to its other remedies against the Successful Bidder.</li> <li>➤ If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of Regional Director, Bhubaneswar shall be final in this regard.</li> </ul>

3.27	<b>Right to Accept Part Tender:</b> The Bank reserves the right to accept the tender either in whole or in part.
3.28	It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender.
3.29	Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and invoke the Bank Guarantee submitted.
3.30	<b>Taxes / Duties / Levies :</b> The prices quoted shall be inclusive of GST but deemed to have included all other taxes, local levies etc. imposed by Central/State Government/Local Bodies. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.
3.32	<b>Sub-letting of the Contract not allowed</b> - The Contract is not a transferable contract under any circumstances. If awarded, the vendor shall not assign/sublet/transfer the contract either fully or partly or any portion of the contract to any other person or company/organization.
3.33	The Vendor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
3.34	The Vendor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years. Employment of child labour is strictly prohibited and will lead to immediate termination of the contract. Weekly holiday must be given to all housekeeping staff (which should be strictly adhered to) as per Statutory Requirement without affecting services. No extra payment will be considered other than rates quoted by the firm. Similarly leave must be given to the workers as per labour laws with an alternative arrangement.
3.35	<b>Facilitating Service beyond Office hours:</b> Besides normal working hours, the Bank also functions, at times, on odd working hours. If required, the Vendor shall facilitate the operation of Tea/Coffee vending machines beyond office hours. The working hours for the workers deployed during that period shall be informed by the Bank. Please note that the said arrangement shall be made by the Vendor within the manpower approved for this contract. No extra payment to the workers shall be made by the Bank. The Bank will not provide any accommodation to the employee engaged by the Vendor. The Vendor must bear all liabilities of his/her employees including transportation costs even when the workers are called for duty on odd hours. The Bank will not bear any liability towards conveyance charges and accommodation of the workers.
3.36	<b>Renewal of the Contract:</b>

	<p>The period of contract for this year is from April 01, 2026 to March 31, 2027 or as specified by the Bank in the work order. The said contract is renewable for FY 2027-28 (April to March) and FY 2028-29 (April to March) subject to the satisfactory performance of the Vendor during the period from April 01, 2026 to March 31, 2027 and other terms and conditions detailed in the tender document. The escalation in the contract amount during renewal shall be considered as follows:</p> <p><i>For Labour Component, the Bank shall compensate the Vendor any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour &amp; Employment from time to time and the associated statutory liabilities like PF and ESI shall also be compensated accordingly.</i></p>
3.37	<p><b>Settlement of Disputes and Arbitration:</b></p> <p>Any claims, dispute and or difference arising out of or relating to this contract like specifications, estimates, instructions, orders, quality of workmanship or materials used on the work, interpretation of the terms mentioned in the tender document, validity or termination of this Agreement etc. will be resolved through joint discussion among the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Regional Director, Reserve Bank of India, Bhubaneswar. In case the Agency does not agree to such appointment, both the parties will appoint an arbitrator each and the arbitrators then will appoint the Presiding Arbitrator. The Arbitrator may give interim awards and/or directions, as may be required. The award of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. In case of any unresolved dispute between the Agency and RBI it shall fall within the jurisdiction of the courts in Bhubaneswar, Odisha and will be governed by the relevant statutory provisions in force in India.</p> <p>It is agreed that the Vendor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Vendor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The place of Arbitration shall be Bhubaneswar, Odisha.</p>

Place:

(Signature of the Bidder with stamp)

Date:

(Name)

**SECTION – VII: SCOPE OF WORK & OBLIGATION/RESPONSIBILITIES OF THE VENDOR**

1.	The contract, if awarded, shall be initially valid for a period of <b>twelve month i.e. from April 01, 2026 to March 31, 2027</b> . The Bank reserves the right to extend the period of contract for a further period of up to two years (one year at a time) on terms mutually agreed upon. The Bank may decide to expand the scope of this contract for installation and maintenance of Tea/ Coffee vending machines and for supply of beverages at its Visiting Officers Flats and Transit Holiday Homes located in Bhubaneswar at mutually agreed terms and conditions within the broad framework of this contract.
2.	The successful tenderer shall install machines ( <b>minimum Six, the number may vary based on demand</b> ) inside the Bank Premises at places identified by the Bank and arrange for adequate manpower ( <b>three persons</b> ) for operating the tea/coffee vending machines and serving coffee/tea at the desks of the staff members. The manpower cost for operation and maintenance of Tea/Coffee Vending Machine shall be borne by the Bank. The wages towards manpower (for three unskilled persons) engaged for operation and maintenance of tea/coffee vending machines is detailed in <a href="#"><u>Annexure – XI</u></a> . For Labour Component, the Bank shall compensate the Vendor any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated statutory liabilities like PF and ESI shall also be compensated accordingly.
3.	The supplier shall be responsible to provide adequate manpower in order to provide continuous service and in the absence of any workforce, a suitable substitute shall be posted.
4.	A local representative of supplying agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and for ongoing co-ordination with HRMD, RBI, Bhubaneswar.
5.	Tea/Coffee/Beverages/Snacks/Ice Cream shall be served to employees of the Bank at their desks, as and when required by the Bank.
6.	Bills for supplies made including manpower charges of workforce deployed shall have to be submitted on a monthly basis along with supporting documents, latest by 10th of the succeeding month and subject to the correctness of the bill, payment shall be generally made within seven (07) working days' time, taking into account time taken for obtaining clarifications, if any, from the vendor in the bill. The decision of the Bank in the payment of bill shall be final.
7.	All the departments of the Bank function from Monday to Friday and only a few departments of the Bank (Main Office building) function on Saturdays (At least three machines will work on working Saturdays). The working hours in the Bank for serving Tea/ Coffee will be generally from 10:00 AM to 06:00 PM.
8.	Sufficient stocks of all the varieties of tea bags (Assam, Masala, Ginger, Cardamom, Lemon Tea, Green Tea (Regular and Flavoured), Roasted Coffee Beans or Coffee Premix Powder (Arabica etc.) of reputed brands such as Tetley, Lipton, Nescafe, Bru, Taj Mahal, Coffee Day offered in the quotation shall be maintained and supplied by the vendor.

9.	<p>a) Sufficient stocks of all the varieties Beverages of reputed brands such as Pepsi, Coca Cola, Thumbs Up etc.; Packaged Snacks of reputed brand such as Haldiram, Lay's, Bingo, Uncle Chips etc.; Ice Cream of reputed brand such as Amul, Vadilal, Kwality Walls, Arun, Mother Dairy, etc.. The expenses for the consumption of the same will be recovered from the employee, from the vendor on an upfront basis as per MRP.</p> <p>b) The vendor shall also supply beverages / food items (Cakes, Chocolates, Cold Drinks, Refreshments, Tea, Coffee, Cookies, Ice Cream, Dry Fruits etc ). as and when desired by the Bank, which shall be payable as per MRP.</p>
10.	<p>The vendor will have to take care of expenses for transporting the raw material for tea/coffee, beverages, packaged items, ice-cream etc. to the Bank. The Bank will only provide the space to prepare the tea/coffee and the space/storage to keep the raw materials, beverages, packaged items, Ice-Cream etc.</p>
11.	<p>The quantity of Tea/Coffee/Beverages to be served shall be <b>100 ml per cup</b>. These cups and wooden stirrers shall be provided by the vendor. <b>The Senior Officers and Sectional in charges shall be served with Tea/Coffee/ Beverages in bone china cups on a tray on the table of Officers' which shall be provided by the Bank.</b></p>
12.	<p>Posted staff shall clean the installed machines on a daily basis. <b>Preventive maintenance of machines shall be taken up on weekly basis by the vendor at his/ her own cost</b>. The vendor shall ensure that the machines are regularly cleaned, and hygiene standards are maintained. The vendor shall ensure uninterrupted functioning of machines. The vendor's staff shall maintain personal hygiene.</p>
13.	<p>The vendor shall get the medical examination done for its workforce (to be deployed for the purpose) at his/her own cost and the documentary evidence (fitness certificate) in this regard shall be furnished to the Bank before commencement of work.</p>
14.	<p>a) Bank shall provide Bone China cups for Senior Officials/Sectional in charges, electrical points for installation and operation of vending machines and space for storage of consumables, crockery and cleaning material. Tea/Black Tea/Coffee/Black Coffee/Green Tea/Lemon Tea/Masala Tea to be served on a tray on the table of Officers'.</p> <p>b) The Lounge Supervisor / AM (Administration) will maintain a Breakage Register to keep a watch on breakages. This register will remain in the personal custody of the AM (Administration). He/she would authenticate the breakages, if any, and submit a report of the same to DGM/AGM (Administration).</p> <p><b>c) In case of breakage of crockery/cutlery supplied by the Bank, penalty shall be levied at the cost of the respective items when the tolerance limit of 5% of the total numbers of crockery/cutlery is breached in a quarter.</b></p> <p><b>Example :</b></p> <p><b>Total number of crockeries/cutleries supplied by the Bank = 100</b></p>

	<b>Breakage during a quarter = 6 nos. (let's say 02 cups, 03 plates and one glass) which is more than the tolerance limit. Penalty shall be levied at the cost of those 06 nos. of items.</b>
15.	The Bank shall deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the vendor.
16.	The arrangements with the vendor shall stand terminated in the case of its insolvency.
17.	The vendor shall ensure uninterrupted supplies on all working days of the Bank. In the event of poor/ deficient service, the Bank reserves the right to terminate the arrangement with the vendor at a notice of one month.
18.	The Bank also reserves the right to terminate the contract by giving a notice of 30 days without assigning any reason/s thereof.
19.	The vendor shall submit details, such as names, residential address, age, etc., along with recent photograph of its workers to be deployed by it in the premises of the RBI, Bhubaneswar. For the purpose of proper identification of the employees of the vendor deployed for the work, it shall issue identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at all times during their presence in the Bank's premises.
20.	The vendor shall have a procedure to conduct police verification of its workforce (to be deployed for the purpose) and shall be responsible for their conduct/ irregular behaviour. A copy of the Police Verification report shall be submitted to HRMD, Bhubaneswar within a month of commencement of work or engagement of new manpower in RBI Premises.
21.	The persons deployed by the vendor for the services mentioned above shall be the employees of the vendor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the vendor and in no case, shall a relationship of employer and employee between the said persons and the RBI, Bhubaneswar shall accrue/arise implicitly or explicitly. It shall be the responsibility of the Vendor to ensure that no liability on this count should devolve on RBI, Bhubaneswar in any manner whatsoever. The vendor shall obtain a declaration from the persons deployed of having understood the same and also undertaking that they shall not raise or make any such claims against RBI, Bhubaneswar, and submit the declaration and undertaking to the Bank.
22.	In case, any of the persons so deployed by the vendor does not come up to the mark of efficiency professed, implied or expressly, by the vendor or does not perform his/her duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the vendor shall immediately withdraw such person(s) and take suitable action against such person(s) on the report from the RBI, Bhubaneswar in this respect. Further, the vendor shall immediately replace such persons even without any demand from the RBI, Bhubaneswar.
23.	The vendor shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank's people and/or property.

24.	Performance Bank Guarantee (PBG) furnished by the vendor shall be invoked in the event of unsatisfactory performance of the vendor and / or loss/ damage, if any, sustained by the RBI, Bhubaneswar on account of failure or negligence of the workers deployed or in the event of breach of the agreement by the vendor.
25.	The vendor shall comply with or cause to be complied with the Notifications issued by the Government from time to time in regard to payment of wages and the requirements of the laws relevant to payment of wages and submission of periodical returns to the authorities concerned. The vendor shall pay the minimum wages and all other dues which the persons deployed are entitled to receive under the provisions of Minimum Wages Act, 1948 and other relevant statutory enactments stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the persons deployed in the Bank's premises. The vendor shall pay the wages to the manpower under this contract based on the rates notified by Government of India, Ministry of Labour & Employment as per the actual number of working days during the month. <b>The Vendor shall pay to the workers employed by him as per the wages detailed at <u>Annexure – XI</u> for operation and maintenance of tea/coffee vending machine installed at Bank's Main Office Premises as per the timeline fixed in Section 5 of Payment of The Payment Of Wages Act, 1936 read along with The Payment of Wages (Procedure) Rules, 1937.</b>
26.	The vendor shall make the payment of wages, etc., to the persons so deployed electronically and shall on demand furnish copies of wage register/ muster roll, etc., to the RBI, Bhubaneswar for having paid all the dues to the persons deployed for the work under the agreement. This obligation is imposed on the vendor to ensure that it is fulfilling commitments towards his employees so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The vendor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and the rules made there under by the Govt. from time to time at its own cost.
27.	In the event of the vendor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information or submitting or filing any statement under the provisions of the said regulations and rules, which is materially incorrect, it shall without prejudice to any other liability, pay to the RBI, a sum as may be claimed.
28.	The vendor shall comply with the statutory provisions of Employees State Insurance Act; Workman's 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; Employees Liability Act, 1938; Employment of Children Act 1938; Maternity Benefit Act 1961 and/ or any other rules/ regulations and/ or statutes that may be applicable at its own cost. The vendor shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions

	<p>and shall further keep the RBI, Bhubaneswar indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of vendor's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bye-laws or rules framed under any of these, the RBI, Bhubaneswar shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the vendors monthly payment.</p>
29.	<p>The vendor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.</p> <ul style="list-style-type: none"> <li>a. The vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal Act, 2013)". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint.</li> <li>b. Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</li> <li>c. The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.</li> <li>d. The vendor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</li> <li>e. The vendor shall provide a complete and updated list of its employees who are deployed within the Bank's premises within 7 days of commencement of work or change in manpower.</li> </ul>
30.	<p>The vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Bhubaneswar.</p>
31.	<p>The vendor shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of the RBI, Bhubaneswar and ensure that no such persons shall create any disruption / hindrance / problem of any nature in the RBI, Bhubaneswar either explicitly or implicitly.</p>
32.	<p>The vendor shall keep the RBI, Bhubaneswar indemnified against all claims whatsoever in respect of the employees deployed by the vendor. In case any employee of the vendor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the vendor to contest the same. In case RBI, Bhubaneswar is made party and is supposed to contest the case, the RBI, Bhubaneswar shall be reimbursed for the actual expenses</p>

	incurred/likely to be incurred towards Counsel Fee and other expenses, which shall be paid in advance by the vendor to RBI, Bhubaneswar on demand. Further, the vendor shall ensure that no financial or any other liability comes on RBI, Bhubaneswar in any respect and shall keep RBI, Bhubaneswar indemnified in this respect.
33.	The vendor shall ensure that the persons deployed by it do not take any article/material out of the RBI premises without a gate pass signed by the designated officials of the RBI, Bhubaneswar.
34.	<b>The manpower deployed by the vendor shall be utilized from time to time for service in various meetings in the premises of the Bank.</b>
35.	The vendor and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the vendor has obtained, except as authorized by the Bank or as required by law. This obligation on the part of the vendor and its staff shall apply during the term of Agreement and indefinitely upon the termination of Agreement.

**Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.**

## **SECTION VIII: GENERAL INSTRUCTIONS TO VENDORS**

### **Introduction**

1. The e-tenders are invited from the Vendors through e-tendering on MSTC portal for "**Installation and Supply of Manpower (Three persons) for Maintenance of Six (06) Tea/Coffee Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**". The scanned and signed Part I of the tender is to be uploaded online on MSTC portal along with the price bid.
2. No tenderer will be able to bid for the tender **after 12:00 PM of March 12 ,2026** under any circumstances whatsoever.
3. The Part I of the tender will be opened on **March 12,2026 at 01:00 PM** at Human Resource Management Department, Reserve Bank of India, Bhubaneswar. The date for opening of the Part-II will be decided by the Bank, after analysis of the documents uploaded during Part-I.

### **Preparation of the tender**

4. The e-Tender shall be prepared and submitted online in two parts, viz., Part I (Technical Bid) and Part II (Financial Bid).
5. Each of the tender documents should be deemed to be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
6. No advice of any change in rate or conditions after the opening of the tender will be entertained.
7. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the requirements of tender 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 appertaining thereto.
8. **A pre-bid meeting (off-line mode) of the intending tenderers will be held on February 27, 2026 at 02:00 PM at Conference room, 2<sup>nd</sup> floor, Bank's Main Office Building, Reserve Bank of India, Bhubaneswar.** The duly filled in tender documents shall be uploaded on MSTC site till **12:00 pm on March 12,2026**. **No separate communication will be sent for this meeting.** All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their [Technical Bid \(Part I\)](#) and [financial bid \(Part II\)](#). If any of the requisite documents is missing or not uploaded, the tender may be considered invalid by the Bank at its discretion.

- The Part-I of the tender must be duly signed before uploading by the competent person of the bidding party.

### **Preparation of Bid**

- The tender has been exhaustively vetted for the Installation and Supply of Manpower (**Three persons**) for Maintenance of **Six (06)** Tea/Coffee Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar.

- Tender in prescribed form shall be submitted in two parts – [Part I Technical Bid](#) and [Part II Financial Bid](#).

**Technical Bid:** Part-I of the tender will contain Bank's standard technical and commercial conditions (not Price Bid) for the proposed work, tender's covering letter.

- Bidder must fill all the details specified in various sections.
- EMD shall be part of Technical Bid.
- All the Annexures must be filled before submission of tender.

**Financial Bid:** Part-II of the tender will contain no conditions, but tenderer's price Bid only as given in Part II.

- No advice of any change in rate or conditions after the opening of the tender will be entertained.

### **Amendment to tender document**

- a) At any time prior to the deadline for the submission of 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 the tender by an amendment / addendum.  
b) Any such amendment will be hosted on the MSTC / RBI Website. The addendum (s)/ Corrigendum (s) issued will form part of the tender documents.
- In order 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 the submission of Bids.

### **15. Right of the Employer**

- The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.**
- The Bank reserves the right to accept or reject any tender application during the scrutiny of the Eligibility Criteria and it will be the sole discretion of the Bank to allow / disallow any / all Part I tenderers to participate in Part -II.**

- Earnest Money Deposit:** Tenderers shall pay as Earnest Money Deposit a sum of **₹62,000/- (Rupees Sixty thousand only)** by NEFT Credit only in favour of the Reserve Bank of India, Bhubaneswar.

## **17. Penalties**

- (a) Any deficiency/irregularity in service and quality as well as quantity of tea/coffee etc., from the specification in rate schedule, decided by the Bank, will not be accepted. In the case of any dispute regarding quality of consumables/tea/coffee etc being unsatisfactory, final authority will rest with the Regional Director and Vendor shall abide by the decision.
- (b) A monetary penalty will be levied for any violation, as indicated below, after giving due notice and opportunity to the Vendor to explain his/her position. Further, **the penalty amount will be recovered from monthly bill submitted by the vendor.**

<b>Sr. No.</b>	<b>Type of deficiency/ irregularity</b>	<b>1st instance in a quarter</b>	<b>2nd instances in a quarter</b>	<b>3rd or subsequent instances in a quarter</b>
1.	Non-supply, inadequate/poor quality of consumables, Discrepancy in the quantity of dispensing of tea/coffee/black tea/black coffee/lemon tea/green tea etc against the prescribed volume i.e. 100 ml	Rs.2000/- per instance and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
2.	Non wearing of Uniforms by workers/ untidy uniforms	Rs.2000/- per instance and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
3.	Change of Employees without intimation and approval of the Bank/ Use of abusive language or behaviour with the Bank's staff in a manner demeaning to them.	Rs.2000/- per instance and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
4.	Non-payment of wages through electronic mode or non-submission of documentary evidence for such payment	Rs.2000/- per instance and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
5.	Non maintenance of statutory and other registers/documents or non-submission of required documents sought by the Bank / non-submission of documentary evidence for payment of wages.	Rs.2000/- per instance and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit

6.	Manpower deployed less than as stipulated in Agreement	Rs.2000/- per instance and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
7.	The agency fails pay to the workers employed by him for operation and maintenance of tea/coffee vending machine installed at Bank's Main Office Premises as per the timeline fixed in Section 5 of Payment of The Payment Of Wages Act, 1936 read along with The Payment of Wages (Procedure) Rules, 1937.	Rs.2000/- and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
8.	Any other deficiency/irregularity which is of relevance given the nature/scope of the contract	Rs.2000/- and other action as the Bank may deem fit	Rs.3000/- per instance and other action as the Bank may deem fit	Rs.5000/- per instance and other action as the Bank may deem fit
9.	Penalty for late submission of bills	The Vendor shall submit the bill within tenth day of the succeeding month failing which the Bank reserves the right to impose a penalty @ ₹500 per day for the delayed period of submission of bill.		
10.	In case of breakage of crockery/cutlery supplied by the Bank	Penalty shall be levied at the cost of the respective items when the tolerance limit of 5% of the total numbers of crockery/cutlery is breached in a quarter		

The Bank will depute officers for surprise check of quality of tea/coffee served, use of abusive language or behaviour by the manpower deployed by the vendor with the Bank's staff in a manner demeaning to them, Discrepancy in the quantity of dispensing of tea/coffee/black tea/black coffee/lemon tea/green tea etc against the prescribed volume i.e. 100 ml and the deficiency/irregularity observed at para 17 (b) (SI No. 1 to 10) of [Section VIII](#) on a periodical basis.

If any such irregularity is detected more than three occasions in a quarter, the Bank reserves the right to initiate proceedings for termination of the contract or blacklisting of such tenderer over and above imposing penalty at detailed if they found any kind of irregularity at para 17 (b) (SI No. 1 to 10) of Section VIII of the Tender document.

Bank may consider waiving of penalty only after getting a request from the agency and it is satisfied that the reasons cited by the agency is genuine and found to be beyond its control only after getting the approval from the Head of the Office. The Bank's decision in this regard shall be final.

18. The proof of having remitted the EMD is to be uploaded in MSTC portal. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank, Demand Draft or cheque etc.
19. All compensation or other sums of money payable by the Vendor to the Bank under the terms of this Contract may be deducted from the payable bill amount.

20. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is subsequently executed or not.

## 21. Performance Bank Guarantee (PBG)

On award of contract, only the successful Tenderer shall furnish an amount equal to **5 % (five percent) of the Contract Amount** in the form of a Performance Bank Guarantee from any scheduled commercial bank in the form prescribed by the Bank. Failure to submit this guarantee or failure on the part of Vendor to perform its contractual obligations shall be treated as a violation and can lead to cancellation of the Contract and **the EMD of ₹62,000/- (Rupees Sixty-Two thousand only) submitted by it shall be forfeited.**

22. The PBG, submitted in the prescribed format, will initially remain valid for a period of tender duration and shall be suitably extended, till final completion of the work in case of extension of tender period. This PBG will be revalidated from time to time so as to ensure that it remains valid and in full force till the date of completion of the work. The PBG will be revoked / en-cashed and forfeited to the Bank if the successful tenderer fails to satisfactorily perform the contract.

## 23. Technical requirement of the Vending machine:

- a) The tea/coffee dispensing system shall contain a separate chamber in addition to the Vending Machine (VM) for boiling the milk before dispensing through the VM.
- b) The milk boiling chamber shall be interconnected to the VM and the intake of the boiled milk by the VM from the chamber should not involve manual intervention.
- c) The milk boiling chamber shall be consisting of auto-cut off temperature controller preferably using a microprocessor controller.
- d) **The technique for tea/coffee dispensing system should be brewed coffee and tea.**
- e) The Vending Machine shall simultaneously dispense tea and coffee.
- f) Vending Machine shall contain programmable electronic control for monitoring the beverages usage and dispensing volume count.
- g) Vending Machine shall dispense the beverages such as Tea (standard & strong), Black Tea, Coffee (standard & strong) and Hot water etc.
- h) Beverages shall be served in good quality cups & saucers or good quality biodegradable paper cups with good quality wooden stirrers. These items shall be provided by Vendor and the cost for the same will be borne by the Vendor.
- i) The Vendor may provide sanitizers, masks, gloves, uniforms to the operators/staff to maintain personal hygiene and the cost for the same will be borne by the Vendor.

**25. Obligation of the successful bidder/Vendor shall:**

- a) Ensure that he/she deploys only adult, trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the cleaning works and comply with provisions of Child Labour (Prohibition and Regulation) Act, 1986.
- b) Be responsible for and arrange to bear costs of such equipment as Bank considers necessary for effectively rendering the services required by the Bank.
- c) Be responsible and liable for payment of salaries through bank accounts as per Central Minimum Wages Act 1948 and other legal dues to the persons who are employed by him/her for the purposes of rendering the services required by the Bank under this tender.
- d) Maintain neat, complete and legible registers, records, reports and returns which shall be made available for inspection by various authorities at short notice.
- e) Provide information as required in respect of all his employees employed by him/her to enable the bank monitor compliance of P.F., ESI, Rules etc
- f) Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. The Vendor shall be responsible for any injury or damages to any persons, animals or any other things and any claims made on account thereof.
- g) Ensure that his/her employees, while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Vendor and /or his employees have observed the same.
- h) Ensure that no employee of the Vendor will enter or remain in the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling Vendor's obligations and with permission of the Caretaker/Security Officials.
- i) 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 Vendor or his employees or agents.
- j) Provide distinct uniforms to his/her employees or agents different from the Bank's employees. The uniform should have logo of the Vendor's firm/company and shall be kept neat, tidy and in a wearable condition.

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

## 27. Vendor to inform himself fully:

- a) The tenderer shall be deemed to have carefully examined the work and site conditions including the general and special conditions, the specifications, schedules and scope and shall be deemed to have visited the site of work and have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the department but without any guarantee about its accuracy.
- b) If the tenderer shall have any doubts as to meaning of any portion of the general conditions, or the special conditions, or the scope of work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth, the particulars thereof and submit them to the Bank in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to the tender conditions in the absence of such authentic pre- clarification.

## 28. Errors, Omission and Descriptions

- a) In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases, the correct rate would be that which is lower.
- b) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.
- c) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Assistant General Manager / Assistant Manager, Human Resource Management Department, Reserve Bank of India, Bhubaneswar whose elucidation, elaboration or decision shall be considered as authentic. The Vendor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

## 29. Labour Laws

- a) The Vendor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013, Payment of Gratuity act 1972, Payment of Bonus act 1965 or any modification thereof or any other law relating thereto, and rules made there under from time to time.
- b) Successful tenderer has to follow Minimum Wages and Contract Labour act and pay to his workmen as per this act. Maintain the proper records of the same as per extant law. The workmen / labour deployed for the work shall be paid **minimum wages** and other facility as per provision in the **CLC/Contract Labour Act 1970**.
- c) The offices of the Regional Labour Commissioner (Central), Bhubaneswar will

have the jurisdiction over the implementation of the Labour laws under this contract.

- d) The Vendor shall be required to obtain a license, if applicable, from the office of the Assistant Labour Commissioner, Government of India as provided under section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970 read with section 21 Contract Labour (Regulation and Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Vendor and shall in no way be made liable to the labourers engaged by the Vendor.
  - e) The Vendor shall maintain all the documents, Registers and records as required under the Contract Labour (R and A) Act, 1970 / the Contract Labour (R and A) Central Rules, 1971, Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the relevant labour and general laws/Rules and Notifications and make the same available for inspection by the Bank or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.
  - f) The Vendor shall be responsible to ascertain any changes made applicable in the rates of minimum wages by the Government of India vide their Notification issued from time to time and shall implement the said changes and make payment of wages to their workmen accordingly with immediate effect.
  - g) The Vendor shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen's compensations Act, etc. and all Government Liabilities.
  - h) The Vendor shall be responsible for compliance of all the legal requirements as per the prevailing labour laws and other Laws / Rules / Regulations as the case may be and the Bank shall not, in any manner be responsible for any act, omission or commission on part of the Vendor and no claim in this respect will lie against the Bank or his representatives.
30. The Vendor / Agency shall be solely responsible for full compliance with the provisions of "**the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013**" In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Vendor / Agency and the Vendor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Vendor, for instance any **E-Tender for Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

monetary relief to Bank's employee, if sexual violence by the Employee of the Vendor is proved.

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

**31. The Vendor should follow the following and continue to have valid license, if any, during the validity of the contract period:**

- a) Contract Labour (Regulation and Abolition) Act 1970
- b) Payment of Wages Act 1956
- c) Employment of Children's Act 1923
- d) Minimum Wages Act
- e) Employee Provident Fund Act 1952 and scheme made under said Act.
- f) Employees' State Insurance Act 1948

Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality and other local agencies/bodies at his own cost, whatever necessary.

### **32. Payment of Wages**

The Vendor should ensure payment of minimum wages to all labourers / workmen staff employed by him. Vendor should submit NEFT mandate / passbook copies / Credit alerts / certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him at the rate which is not less than the one prescribed under Minimum wages Act, 1948 after deduction, if any, under applicable laws and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour.

### **33. Terms of Payment:**

- a) **The Vendor shall raise the bill in duplicate for the total number of cups consumed in the month based on the machine reading (as quoted in financial bid).** The data in this regard shall be provided by the Vendor.
- b) The vendor shall recover the expenses for availing beverages, packaged snacks, ice creams from the employee on an upfront basis as per MRP.
- c) The Vendor shall raise the bill, in duplicate, along with the following documents in respect of the persons deployed and submit the same to the OLDR Desk/Designated Desk in the first week of the subsequent month or earlier, but only after disbursement of salary/wages to all the deployed manpower during the month of consideration-
  - (i) Current month Invoice Copy.
  - (ii) Proof of wages (copy of passbook/NEFT statement/Bank Account statement etc) paid to the employees deployed at Bank's premises.
  - (iii) Proof for payment of statutory dues in respect of manpower deployed
  - (iv) Current month Attendance Register.
- d) The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof of the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Bank.
- e) All the payments shall be released through NEFT/RTGS viz electronic mode only for which necessary mandate shall be submitted to the Bank.

- f) Any objection regarding the payment received by the Vendor may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.
- g) The payment for the works to be executed under this contract shall be made on a monthly basis and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

#### **34. Taxes:**

The prices quoted shall be inclusive of GST but deemed to have included all other taxes, local levies etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the Tender, no claim thereof will be entertained by the Bank afterwards.

#### **35. Insurance:**

The successful Vendor shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work for the duration of the contract. The Vendor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work.

#### **36. Bank to have no liability:**

The Vendor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Vendor should follow Standard safety procedure and equipment and ensure that none of his staff suffer any injuries. Any liability on this account will be entirely that of the Vendor.

#### **37. Agreement for contract:**

The Successful Vendor shall have to execute an Agreement with the Bank in this regard, in duplicate, on receipt of intimation from the Bank of the acceptance of his/her tenders.

#### **38. Termination of Contract:**

- (i) Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate the contract by written notice at any time by giving one month notice, if the services are found unsatisfactory without assigning any reason and without payment of any compensation, if:
  - a) In the opinion of the Bank (which shall not called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement the contract to the Bank's satisfaction and/or
  - b) The Vendor commits a breach of any terms and conditions of the contract and/or
  - c) For any reason whatsoever, the Vendor becomes disentitled in law to perform his obligation under the contract and/or
  - d) There is any variation in the ownership/partnership or management of the Vendor or his business without the prior approval in writing of the Bank to such variation.
  - e) The Vendor is adjudged an insolvent.

**(ii) Right of Bank to terminate the contract in the event of death of Vendor if individual:**

Without prejudice to any of the rights or remedies under this contract, if the Vendor, being an individual/sole proprietor, dies, the Bank shall have the option of termination of the contract without incurring any liability for such termination.

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

**40. Risk and Cost :**

**RBI, Bhubaneswar reserves the right of termination of the contract at any time by giving one month notice**, if the services are found unsatisfactory and also has the right to award the contract to any other Vendor at the cost, risk and responsibilities of Vendor and excess expenditure incurred on account of this will be recovered by the Bank from his pending bill or by raising a separate claim.

**41. Arbitration :**

If any dispute, difference or question shall, at any time, arise between parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to sole arbitrator appointed by the Bank. In case the Vendor does not agree to such appointment, both the parties will appoint an arbitrator and the arbitrator then will appoint the Presiding Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable, and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further all disputes, difference or question, if any, shall be deemed to have arisen at Bhubaneswar.

**42. Stamp Duty:**

The Vendor shall bear the stamp duty. The agreement shall be executed in duplicate, and the Bank shall retain the original copy and the Vendor shall retain the duplicate copy.

**43. Submission, Sealing and Marking of Tenders**

- Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

**44. Deadline for Submission of Tenders**

- Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

#### **45. Late Tenders:**

No Tender after the deadline shall be allowed on the e- portal.

#### **46. Tender Opening**

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers or authorized representative of the tenderers who choose to be present. Part-II (Financial Bid) of the tender of only those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) will be opened on a subsequent date which will be advised to the tenderers. The work will be awarded to the L1 bidder as per total amount quoted at price bid in Part II, subject to compliance with the eligibility criteria as stipulated above. The Bank will have the sole right to terminate the contract and select L2 (similarly L3, L4), in case L1 fails to fulfil its obligation.

#### **47. Bid Evaluation Criteria**

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

**There shall be no provision in the financial bid for quoting of the rates for labour component.**

**However, the Vendor shall pay the wages to the manpower deployed by him in accordance with the provisions/statutes/acts/terms and conditions stipulated by the Central Government from time to time towards statutory payments viz. Minimum Wages, EPF, ESI etc. (as detailed in Annexure -XI). The fixed cost of labour/workforce (Labour Component) and service charges (Non-labour Component) will be reimbursed only on actual basis on production of proof of payment as per the statutory rates. In case any statutory payment is not applicable for any vendor or labour category, the same would not be reimbursed even if the same is quoted in the financial bid.**

For Labour Component, the Bank shall compensate the Vendor any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated statutory liabilities like PF and ESI shall also be compensated accordingly.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

#### **48. Clarification of Tenders**

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

discovered by RBI in the evaluation of the tenders.

- b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

#### **49. Non-acceptance of tenders:**

The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

#### **50. Invalid Tenders:**

After *prima facie* scrutiny, if any of the Vendors is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.

#### **51. Tenders to be signed:**

Each page of the Tender Documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the conditions of contract, etc as laid down. Any tender with any of the documents not so signed will be rejected.

#### **52. Signature on Tender:**

The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise, the tender may be rejected by the Bank.

#### **53. Firm Quotation** - The quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. The Vendor will be bound to pay in accordance with Central Minimum Wages Act 1948 to the workforce employed by him / them, therefore rate should be quoted accordingly. **Tenders having 'quoted rates' below the minimum wages are bound to be rejected.**

#### **54. Requirement of Secrecy/Confidentiality Clause** - The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc, which may come to the possession or knowledge of the Vendor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor shall take all appropriate

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

**55. Signing of Contract Agreement:** The General instructions to the Tenderers' and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the Tender may be rejected.

## **56. Prohibited Practices**

The Bank requires that tenderers, suppliers, Vendors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
  - (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
  - (ii) "**fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (iii) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. and
  - (iv) "**collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in prohibited practices in competing for the tender in question.
- (c) may declare a tenderer ineligible, either indefinitely or for a stated period of

time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract.

## 57. Disclaimer

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex, if any.
- c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above-mentioned maintenance Contract is entrusted to me/us.

I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender.

Signature and seal of the Vendor/s

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Section – IX**  
**Details of Bidder**

**Basic Information**

*(To be given on applicant's letter head)*

NAME OF THE  
TENDERER(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACT NO: \_\_\_\_\_

<b>SI No.</b>	<b>Particulars</b>	<b>Details to be filled in by the Bidder</b>
1.	Name of the Bidder / firm / organization / company	
2.	Type of firm/organization (Proprietorship/ Partnership/ Private Ltd etc. (Furnish copies of partnership deed / memorandum / articles of association etc.) (Please enclose relevant documents in support of the same)	
3.	Name of the proprietor / partners / directors of the firm along with ID documents (PAN/ Aadhaar/other documents) etc.	
4.	Year of Incorporation / registration	

5.	<p>Details of registration (firm, company etc.)</p> <p>(i) Registration Authority</p> <p>(ii) Date</p> <p>(iii) Number</p> <p>(Furnish copy of registration certificate)</p>	
6.	Registered address of the firm	
7.	Name, designation, telephone nos., email of the contact person / authorized signatory	
8.	<p>Experience certificates:(5 years' experience in undertaking a work of installation and maintenance of tea/coffee vending machine and providing services to Government Departments/Public/reputed Private sector institutions and should have done similar works for previous 3 consecutive years individually costing as under:</p> <p>i. Three similar completed works each costing not less than ₹ 12,40,000/- (40% of estimated cost) OR</p> <p>ii. Two similar completed works each costing not less than ₹ 15,50,000/- (50% of estimated cost) OR</p> <p>iii. One similar completed work costing not less than ₹ 24,80,000/- (80% of estimated cost)</p> <p>(Tick whichever is applicable and mention the client's details)</p>	
9.	Annual turnover of the firm for last 3 years (in Rs. lakh) 2024-25, 2023-24 and 2022-23. (Furnish copies of audited balance sheets and profit & loss account statements)	

10.	<p>Registration Nos. under various Statutory Acts viz. GST, Service Tax, EPF, ESIC, Labour License (copy of registration certificate to be enclosed), MSE (if applicable)</p> <p>a) GST b) PF c) ESIC d) LABOUR LICENSE e) PAN</p>	
11.	<p>Whether registered / Empanelled with any of the Govt., Semi Govt., Govt. Undertaking, Public Sectors etc. as approved vendors and if so, furnish details. (if yes, furnish supporting document)</p>	
12.	<p>Whether involved in any litigation earlier with any organization? If so, please submit the details along with documentary evidence.</p>	
13.	<p>Any civil suits pending in any of the works executed? If so, furnish details along with documentary evidence.</p>	
14.	<p>Whether executed similar contract at any other RBI Offices (If yes, furnish supporting documents)</p>	
15.	<p>Whether executed similar contracts of value equal to or greater than ₹ 31,00,000 during last five Financial Years (If Yes, furnish copies of audited balance sheets and profit &amp; loss account statements)</p>	
16.	<p>Income Tax Returns of last three financial years - FY 2024-25, FY 2023-24 and FY 2022-23 (as and when available) (Self Attested Copy to be submitted).</p>	

17.	Whether blacklisted by any authority and/or client. If yes, details thereof:	
18.	Whether penalized/convicted in connection with similar business. If yes, details thereof:	
19.	Any other information which the Bidder feels relevant.	

Note: Originals of the documents will be required for verification as and when called for.

**(Signature and Name of the authorized person of the firm / Bidder with office seal)**

**Section-X**  
**The details of Bidder's Banker: (On Vendor's Letter Head)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>To be filled by tenderer</b>
1	Name of the Bank	
2	Bank Branch and Address	
3	Name and Job title of the Contact Person along with his/her contact Number	
4	Telephone and Fax Number	
5	<b>Type of A/c (must be a current account)</b>	
6	<b>Account Number (must be a current account)</b>	
7	IFSC Code (bank statement showing details of A/c No., IFSC etc. shall be enclosed)	
8	Whether Credit facility / Overdraft facility enjoyed by the Vendor from the bank	
9	The period from which the Bidder has been banking with the bank	
10	Account Holder Full Name	
11	Permanent Account Number (PAN).	

I/we hereby agree and conform to disburse the salary of the employees through online mode directly into their bank account and accept the payment in respect of the above works, if awarded to our firm /company, through NEFT.

Authorised Signatory  
(with Name and Seal)

**Section - XI**  
**Techno-Commercial Conditions**

**Estimated Cost of Work is ₹ 31 Lakhs annually**

<b>Sl. No.</b>	<b>Description</b>	<b>Terms and Conditions of the Contract</b>	<b>Acceptance of Bank's terms (YES/NO)</b>
1	Validity of Tender	90 days from the date of opening of Part I, the period which may further be extended by the Bank upon agreement with the bidder(s).	
2	EMD	EMD ₹62,000/- to be remitted using NEFT. Details to EMD shall be submitted along with the Techno commercial Bid.	
3	Terms of payment	Payment will be made on Monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.	
4	Scope of work	As per specifications in <a href="#"><u>Section-VII</u></a> of the tender	
5	Penalties	<b>As specified in <a href="#"><u>Section-VIII</u></a> (Clause 17) of the tender</b>	
6	Performance Bank Guarantee (to be submitted by the successful tenderer) after award of the work	<b>As specified in <a href="#"><u>Section-VI</u></a> (Clause- 3.12) of the tender</b>	

Place  
Date

Signature of Bidder  
Name:  
Seal of the Bidder

**Annexure-I****DRAFT FOR ARTICLES OF AGREEMENT**

This Agreement is made at Bhubaneswar, Odisha on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Pt. J.N.Marg, Bhubaneswar (a statutory body incorporated under the provisions of the Reserve Bank of India Act, 1934 and having its Central Office at Mumbai) (hereafter called "the Bank") of the ONE PART AND M/s \_\_\_\_\_ having its Regd. Office at \_\_\_\_\_ (hereafter called "the Vendor") of the OTHER PART.

Whereas the Bank is desirous of getting the work related to "**Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**" for a period of twelve months i.e., from April 01, 2026 to March 31, 2027 and has caused specifications, scope of work etc. describing the works to be done.

And whereas the tender of the Vendor was accepted, and work awarded to the Vendor by the Bank under reference letter No. BBS HRMD No. \_\_\_\_\_/00.00.000/2026-27 dated \_\_\_\_\_ / \_\_\_\_\_/2026.

AND WHEREAS the Vendor has accepted the work order for the work aforesaid in their letter no \_\_\_\_\_.

AND WHEREAS the said specifications, the Schedule of Quantities and Scope of Work have been signed by or on behalf of the parties hereto.

AND WHEREAS the Vendor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum of ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as therein arrived at or such other sum as shall become payable there-under (hereinafter referred to as 'the said Contract Amount')

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.**

1. This agreement, inter-alia, consisting of entire tender documents (i.e. **Disclaimer, NIT, Sections-I to XI, Annexures-I to XII, Financial bids etc.**) inclusive hereto annexed contains the entire agreement between the parties. All other previous and collateral arrangements, representations, promises and conditions are superseded by the contract and shall not be binding on either party. All the work executed by the Vendor under the work order and undertakings given by either party in terms of the work order shall be deemed to be executed or given under the terms and conditions of the agreement.
2. The Vendor shall "Install Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar" for a period of twelve months i.e., from April 01, 2026 to March 31, 2027 at a rate of ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

\_\_\_\_\_only) plus applicable GST per annum. The Vendor shall also be compensated any increase in minimum wages and increased liability towards contribution to other statutory requirements like EPF and ESI on account of such increase of wages during the contract period. The Vendor shall be responsible for providing Services on regular basis as per the terms and conditions of the tender and the tender document will be treated as part of this document.

3. This agreement will come into effect from April 01, 2026 and will remain in force up to March 31, 2027. The contract can be extended further up to two years renewable at annual intervals (April-March), as per mutual agreement subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company.

4. In consideration of the payments to be made by the Reserve Bank of India to the Vendor as mentioned in the contract, the Vendor hereby covenants with the Reserve Bank of India to carry the work of "**Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**" for a period of twelve months i.e. from April 01, 2026 to March 31, 2027 on the items and conditions as mentioned in the contract.

5. The Bank hereby covenants to pay to the Vendor in consideration of the aforesaid work, in the manner mentioned in the Contract. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Vendor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications, said scope of work and the Schedule of Quantities.

6. The Bank shall pay the Vendor the said Contract Amount of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

7. The said Conditions and Appendix thereto 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 perform the agreements on their part respectively in the said Conditions contained.

8. The agreement and documents mentioned herein shall form the basis of this Contract.

9. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Service-Contract to carry out the "Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar" for a period of twelve months i.e. from April 01, 2026 to March 31, 2027 to be paid for according to actual measured quantities, certificates of payments issued by the authorized representatives of the Bank, at the rates contained in the Part – II of the tender containing Schedule of Rates and Probable quantities or as provided in the said Conditions.

10. The Vendor shall afford every reasonable facility for the carrying out all works and other ancillary works in the manner laid down in the said conditions and shall make good any damages done by him/them to walls, floors, fittings, fixtures, etc. after the completion of such works.

11. The Bank reserves to itself the right of altering the nature of the work by adding to or

omitting any items of work or having portions of the same carried out without prejudice to this contract. The bank also reserves the right to increase or decrease the scope of work and also increase/decrease manpower requirement accordingly.

12. Time shall be considered as the essence of this Contract, and the Vendor hereby agrees to commence the work soon after the site is handed over to him or from seventh day after the day of issue of formal worksorder as provided for in the said Conditions, whichever is later, and to carry out work within as per the schedule. The Vendor hereby also agrees to provide all the various services, at the appropriate time strictly adhering to the time schedule and shall not delay the same in any case failing which he shall invoke Performance Bank Guarantee to the Bank at its sole discretion.

13. All payments by The Bank under this Contract will be made only at Bhubaneswar Office.

**14. Prevention of Sexual harassment of Women at Work Places :** The Vendor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Vendor / Agency and the Vendor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

The Vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Vendor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the Vendor is proved.

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

**15. Requirement of Secrecy (Non-Disclosure Clause) -** The Vendor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc, which may come to the possession or knowledge of the Vendor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Vendor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws.

The Vendor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Vendor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Vendor and the Bank shall be entitled to claim damages and pursue legal remedies. The Vendor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Vendor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

16. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have the jurisdiction to determine the same.

**That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.**

If the Vendor is a Partnership or an Individual	IN WITNESS WHEREOF The Bank and the Vendor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.
If the Vendor is a Company	IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof 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

Witnesses

SIGNED AND DELIVERED BY  
 .....  
 ..... 1).

Address

..... 2)

Address

.....  
 .....  
 .....

Witnesses

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 taken thereof in the  
 presence of

(1) .....  
 ....  
 (2) .....

SIGNED AND DELIVERED BY the  
 Vendor by the hand Of  
 Shri .....  
 and duly constituted attorney.

If the part is a partnership firm or any individual  
 should be signed by all or on behalf of all the  
 partners.

If the Vendor signs under its common Seal the  
 signature clause should tally with their sealing  
 clause in the Articles of Associations.

The Vendor is signing by the hand of power of  
 attorney whether a company or individual.

The Vendor is signing by the hand of power of  
 attorney whether a company or individual.

**Annexure - II****PROFORMA FOR 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  
Bhubaneswar

Dear Sir,

**Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Pt. J.N.Marg, Bhubaneswar (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Vendor) (hereinafter called "the said Vendor", which expression shall include its successors and assigns).

AND Whereas under the said contract the Vendor is bound by the said Contract to submit to RBI, Bhubaneswar a Performance Bank Guarantee for a total amount of ₹ \_\_\_\_\_/- (Rupees in words Only) in for the due fulfilment by the said Vendor 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 Vendor, do hereby undertake to pay to RBI, an amount not exceeding of ₹ \_\_\_\_\_/- (Rupees in words Only) in as Performance Guarantee for due fulfilment of terms and conditions of the contract.

**NOW THIS GUARANTEE WITNESSETH**

We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Vendor has not performed his obligations as per the terms and conditions of the said contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor; we shall on demand by RBI, pay without demur to RBI, a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Vendor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

1. We also agree to undertake 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 RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Vendor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.
2. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Vendor.
3. This guarantee shall not be revoked by us without prior consent in writing of RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Vendor 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 Vendor 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 these presents shall not be affected by any infirmity or irregularity

on the part of our said constituents/clients 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 Sixty (60) days beyond the work completion period provided that if so desired by RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation:

Stamp/ Seal of the Bank

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

Witness 1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**Annexure-III****FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information Ms./ Shri/ 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.

(Signature)

For the Bank

**Note:**

1. Banker's Certificate should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Annexure-IV****Client's Certificate Regarding Performance of Vendor (On Client's Letter Head)**

<b>Sl.No.</b>	<b>Description</b>	<b>Remarks</b>
1	Name and Address of the Client	
2	Details of work executed by Shri/M/s	
3	Name of work with brief particulars	
4	Agreement No. and Date	
5	Agreement Amount	
6	Date of commencement of work	
7	Stipulated date of Completion	
8	Actual date of Completion	
9	Details of compensation levied for delay (indicate amount), if any	
10	Gross amount of the work completed and paid	
11	Name, address and Contact No. of the authority under whom works executed	
12	Whether the Vendor employed qualified Engineer or Overseer during execution of work	
13	Quality of work (indicate grading)	
14	Amount of work paid on reduced rates, if any	
15	Did the Vendor go for arbitration?	
	(i) If yes, total amount of claim	
	(ii) Total amount awarded	
16	Comments on the capabilities of the firm (indicate grading)	
	a) Quality of Security provided by the firm	Outstanding/Very Good/ Good/ Satisfactory/Poor
	b) Technical Proficiency/competence	Outstanding/Very Good/ Good/ Satisfactory/Poor
	c) Financial Soundness	Outstanding/Very Good/ Good/ Satisfactory/Poor
	d) Mobilisation of adequate T & P	Outstanding/Very Good/ Good/ Satisfactory/Poor

	e) Mobilisation of Manpower	Outstanding/Very Good/ Good/ Satisfactory/Poor
	f) General behaviour	Outstanding/Very Good/ Good/ Satisfactory/Poor
17	Any other information in your view will help us in making our decision	

Performance details of the Firm: M/s .....

Located at.....

Name and Signature of the Reporting  
Officer (with Office Seal)

Place:

Date:

**Annexure-V****NEFT DETAILS FOR EFFECTING E-PAYMENTS**

**Name of the Institution:** Reserve Bank of India, Bhubaneswar

**Address (in full):** Reserve Bank of India, Pandit Jawaharlal Nehru Marg, Bhubaneswar, Odisha.

1	Name of the Account Holder (as appearing in the Bank Account)	<b>Reserve Bank of India, Bhubaneswar</b>
2	Account Number	<b>186003001</b>
3	Type of Account (Savings, Current etc.)	<b>Current</b>
4	PAN Number	<b>AAIFR5286M</b>
5	Name of the Bank	<b>Reserve Bank of India, Bhubaneswar</b>
6	Name of the Branch	<b>Reserve Bank of India, Bhubaneswar</b>
7	Address of the Bank	<b>Reserve Bank of India, Bhubaneswar</b>
8	IFSC Code	<b>RBIS0BBPA01 (5<sup>th</sup> and 10<sup>th</sup> digit is zero)</b>

## Annexure-VI

**List of similar works (executed during last five years starting from January 01, 2021, till January 31, 2026)** (To be submitted in vendor's letter head)

Sl. No	Name of the Client	Year of the award of the contract	Workorder Reference No. and Date	Period of Contract with date, month and year		Actual value of the award contract	Names and full contact details (with contact numbers) of the Officers/authorities/departments under whom the work(s) was/were executed
				From	To		

**Note:**

- **Similar Works** shall refer to the works of Installation and Supply of Manpower for Maintenance of Tea/Coffee Vending Machines at (i) Star Hotels, (ii) International/Domestic Airports, (iii) Reputed/ Public/ Private Sector Banks/ Enterprises or their Residential Properties (iv) Reputed Institutions/ Organizations etc.
- The above information shall be an important document for evaluation of Part-I:- Techno-Commercial Bid.
- The year and period must be written carefully. For Illustration purpose, it may be written like: Year- 2021 and Period: say from January 01, 2021, to December 31, 2021.
- All the executed works mentioned in this document shall be accompanied with the work orders and Client reports in Client's letterhead (as per proforma given in Annexure-IV) showing the details of work carried out during the last five (05) years, period of work, comments on performance/quality, amount of work, arbitration, if any, general behavior, technical proficiency, compliance with statutory requirements by vendor must be enclosed in along with techno-commercial Bid. Without Client reports, only work orders shall not be considered for evaluation.

**Place:**

**Date:**

**Signature and Seal of the bidder**

**Annexure - VII****POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director  
 Reserve Bank of India  
 Regional Office, Bhubaneswar  
 Odisha-751001

Dear Sir

**Name of the Work: Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

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 of Mr./ Ms. .... is attested below:

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 Agency shall be irrevocable.

## Annexure-VIII

### **Proforma for Indemnifying the Employer against Contract Labour Rules/Regulations (On Non-Judicial Stamp Paper of appropriate value)**

To

The Regional Director  
 Reserve Bank of India  
 Human Resource Management Department  
 Bhubaneswar

Dear Sir,

#### **Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

We, M/s.....(Name of Vendor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without ~~and~~ to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For \_\_\_\_\_

#### **Authorised signatory**

**Annexure-IX**  
**Declaration**

I/We solemnly hereby declare that:

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

**Place:**

**Date:**

**Signature and Name of the authorized person  
of the firm/bidder with office seal**

**PART II**

**Reserve Bank of India**  
**Human Resource Management Department**  
**Bhubaneswar**

**Financial Bid**

(Note: The rates must be filled by the tenderer(s) online in the MSTC portal only  
 Kindly do not upload this document)

**Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar**

Sl.No.	Item Type	Items/Description (Premium Quality)	Tentative consumption per annum ( in number) X	Rate per unit in Rupees (in figure) Y	Total Amount per annum (in Rupees) Z=X*Y
1	A	<p>Normal Tea / Tea – Flavoured (Masala, Ginger, Cardamom)- Milk/without Milk</p> <p>Note: Only one rate to be provided for all the above-mentioned items. Bidder to factor in providing separate sugar sachet on demand, while quoting the rate.</p> <p><b>Expected monthly consumption=2833</b>  <b>Expected Annual consumption=34000</b></p> <p>Bidders must quote rates inclusive of GST for the above items.</p>	34000	<p>Rates including GST should be quoted in MSTC under the section of Financial Bid</p>	<p>Amount will be calculated in MSTC portal. Bidders shall not enter any amount.</p>

	B	<p>Green Tea (Regular and Flavoured)/ Lemon Tea/ Black Tea</p> <p>Note: Only one rate to be provided for all the above-mentioned items. Bidder to factor in providing separate sugar sachet on demand, while quoting the rate.</p> <p><b>Expected monthly consumption=4416</b>  <b>Expected Annual consumption=53000</b></p> <p>Bidders must quote rates inclusive of GST for the above items</p>	53000	<p>Rates including GST should be quoted in MSTC under the section of Financial Bid</p>	<p>Amount will be calculated in MSTC portal. Bidders shall not enter any amount.</p>
	C	<p>Coffee with Milk</p> <p>Note: Only one rate to be provided for all the above-mentioned items. Bidder to factor in providing separate sugar sachet on demand, while quoting the rate.</p> <p><b>Expected monthly consumption=4500</b>  <b>Expected Annual consumption=54000</b></p> <p>Bidders must quote rates inclusive of GST for the above items</p>	54000	<p>Rates including GST should be quoted in MSTC under the section of Financial Bid</p>	<p>Amount will be calculated in MSTC portal. Bidders shall not enter any amount.</p>
	D	<p>Black coffee</p> <p>Note: Only one rate to be provided for all the</p>	14000	<p>Rates including GST should be quoted in</p>	<p>Amount will be calculated in MSTC</p>

	<p>above-mentioned items. Bidder to factor in providing separate sugar sachet on demand, while quoting the rate.</p> <p><b>Expected monthly consumption=1166</b>  <b>Expected Annual consumption=14000</b></p> <p>Bidders must quote rates inclusive of GST for the above items</p>		MSTC under the section of Financial Bid	portal. Bidders shall not enter any amount.
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*Bidders may note that quantities per annum mentioned above is indicative only. The quantities may vary according to the usage throughout the year.*

<b>Non-Labour component (variable component)</b>			
<i>The bidder may quote his desired amount in MSTC website only</i>			
<b>Sl. No.</b>	<b>Item Type</b>	<b>Description</b>	<b>Rate (excluding GST)</b>
2	E	<p>Service Charges per annum (12 months)</p> <p>The bidder must quote the service charges per annum (12 months) excluding GST as amount in Rs. (Not in Percentage).</p>	Please quote amount in ₹ per annum (12 months) excluding of GST in MSTC website

**\*Kindly refer Annex X for evaluation of financial bid**

- a. The rate quoted for Sl. No. (1) should be inclusive of GST.
- b. For Sl. No. (2) the bidder must quote the service charges per annum (12 months) excluding GST as amount in Rs. (Not in Percentage). The bidder must quote service charges (excluding GST) more than or equal to 3% of the total minimum wages detailed at Sl No. (v) of Annexure -XI  
Bidders quoting the contractor's service charges below the amount i.e. ₹21,600/-will be rejected without assigning any reason thereof.
- c. In case of two or more tenderers becoming lowest i.e., quoting the same amount after the arithmetical check of financial bid, the Bank may obtain discount on already quoted amount in sealed envelope from such tenderers for selecting the lowest bidder. The Bank's decision in this

- regard shall be final and binding to all the bidders.
- d. The fixed cost of labour/workforce as defined at [Annexure - XI](#) will be reimbursed only on actual basis on production of proof of payment as per the statutory rates.
  - e. In the case of any tender where the quoted cost of items is abnormally high or low, the tenders will be considered as unbalanced, and the Bank shall have the sole right to summarily reject such tenders without any further intimation to the bidder.
  - f. The Bank will only reimburse extant minimum statutory mandatory payment, as applicable, made by the vendor to their workers towards Employee State Insurance (ESI), Employee Provident Fund (EPF) (and extant administrative charges), as per details given below-
    - (i) ESI contribution @ 3.25% of whole basic amount and
    - (ii) EPF @ 13% of whole basic amount.
    - (iii) Bonus @ 8.33% of the whole basic
  - g. All the manpower deployed by the vendor for maintenance of tea/coffee vending machines, must be paid at least Minimum wages as fixed by Central Government from time to time.
  - h. **There shall be no provision in the financial bid for quoting of the rates for labour component.** An Undertaking as prescribed in [Annexure - XII](#) shall be submitted by the bidders regarding payment of wages to the manpower (three numbers of unskilled person) deployed for installation and maintenance of Tea/Coffee Vending Machines (six).
  - i. The Vendor shall pay the wages to the manpower deployed by him in accordance with the provisions/statutes/acts/terms and conditions stipulated by the Central Government from time to time towards statutory payments viz. Minimum Wages, EPF, ESI etc. (as detailed in [Annexure - XI](#)) and other statutory provisions are to be followed mandatorily.
  - j. For Labour Component, the Bank shall compensate the Vendor any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated statutory liabilities like PF and ESI shall also be compensated accordingly.
  - k. The rates/ quotes in the Financial Bid shall be firm and final, and shall not be enhanced under any pretext, during the period of the contract. The Bank shall not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

During annual renewal, the revision of rates of priced items (as mentioned in [Annexure X](#)) may be done on the basis of cost escalation and the maximum permissible increase in the rates which will be based on CPI and WPI indices declared by Central Government. The decision of the Bank in this regard shall be final and binding.

**Note: Prices quoted are inclusive of all ingredients i.e., premium quality cups, premium quality biodegradable stirrers, fresh milk, sugar sachets, sugar free sachet, consumables for preparation of tea/coffee/green tea/lemon tea etc. and maintenance or any other charges applicable for installation of Tea/Coffee Vending Machines. Quoted price shall be inclusive of GST.**

- Fresh milk of a reputed brand and good quality must be used.
- Coffee (Roasted Coffee Beans or Coffee Premix Powder), tea of reputed brands only such as Tetley, Lipton, Nescafe, Bru, Taj Mahal, Coffee Day etc. to be supplied.
- Sugar sachet and Sugar-free satchets of reputed brands to be supplied.

## Annexure X

### Evaluation of Financial Bid

The Bank will open and scrutinize the financial bids of the technically qualified Bidders only. The Financial Bids will have to be submitted in the format as per Part-II on MSTC portal only.

Bidders quoting zero cost for items will be rejected. The Bank will seek rate analysis and justification from the vendor in case of abnormally low/high rates (+/- 25% of estimate value for consumables and overheads) and the reasons found reasonable only the Bank will award the work. If the rates quoted by the tenderer are found not workable/ feasible, the Bank reserves its right to summarily reject such tender. There will not be any changes to the quoted rates. Failure on the part of the bidder to provide such clarification within the stipulated time, may entail cancellation of the bid of such bidder. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.

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

#### **SI No. 1**

Rates (Y) quoted by tenderers for the items shall be multiplied with the tentative consumption per annum (X) of that item to form a total amount (Z), for respective items.

The sum of total amount (Z) for all items will be used to arrive at cumulative total (T1).

<b>SI No. 1</b>			
Item	Tentative consumption per annum ( in number)  <b>X</b>	Rate per unit in Rupees (in figure)  <b>Y</b>	Total Amount per annum (in Rupees)  <b>Z= X*Y</b>
Item A	XA	YA	$Z_A = X_A * Y_A$
Item B	XB	YB	$Z_B = X_B * Y_B$
Item C	Xc	Yc	$Z_C = X_C * Y_C$
Item D	XP	YP	$Z_P = X_P * Y_P$
<b>Total (T1)</b>			$T1= Z_A + Z_B + Z_C + Z_D$

**SI No. 2**

**“Profit/Service Charges” must be quoted more than or equal to 3% (three percent) of the total minimum wages detailed at Item Q (Total wages excluding GST) of Annexure XI which works out to be ₹21,600/- (Rounded off).**

**Bids quoting the Contractor’s Profit/Service charges below amount i.e., ₹21,600/- will be rejected without assigning any reason thereof.**

**The bidder must quote the Profit/Service Charges per annum (12 months) excluding GST, as amount in Rs. (Not in Percentage)**

## Annexure XI

### Calculation of Labour Component

<b>Installation of Tea/Coffee Vending Machines and Supply of Manpower for Maintenance of Vending Machines at Main Office Premises, Reserve Bank of India, Bhubaneswar</b>					
<b>Sl No.</b>	<b>Details of Manpower</b>	<b>Quantity in nos. (a)</b>	<b>Daily Minimum wage as per CLC, GOI in Rs. w.e.f April 01, 2023</b>	<b>No. of working days per annum (c)</b>	<b>Rates per annum = (a*b*c)</b>
i.	Unskilled	03	674	288 days (considering 24 working days per month)	₹ 5,82,336
ii.	Employer Contribution of EPF @ 13% of Basic wages plus VDA (Employer Contribution) (Basic plus VDA is subject to maximum ceiling of Rs 15000 salary per month or any other amount specified by EPFO from time to time)				₹ 70,200
iii.	Employer Contribution of ESI @ 3.25 % of Basic wages plus VDA (Employer Contribution) (Not applicable if salary exceeds Rs. 21,000 or any other amount specified by ESIC from time to time)				₹ 18,926
iv.	Bonus @8.33% (not applicable if salary exceeds Rs. 21,000/- or any other amount updated by Bonus Act time to time)				₹ 48,509
v.	Total wages excluding GST				₹ 7,19,971
vi.	GST @ 18% on (v)				₹ 1,29,595
<b>Total amount of Labour Component per annum (Sum of v &amp; vi)</b>					<b>₹8,49,566 (Rounded off to nearest decimal)</b>

#### **NB:**

- (i) The Vendor shall pay the wages to the manpower deployed by him in accordance with the provisions/statutes/acts/terms and conditions stipulated by the Central Government from time to time towards statutory payments viz. Minimum Wages, EPF, ESI etc. (as detailed above). The fixed cost of labour/workforce (Labour Component) will be reimbursed only on actual basis on production of proof of payment as per the statutory rates. In case any statutory payment is

not applicable for any vendor or labour category, the same would not be reimbursed even if the same is quoted in the financial bid.

(ii) For Labour Component, the Bank shall compensate the Vendor any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated statutory liabilities like PF and ESI shall also be compensated accordingly.

**Annexure – XII**  
**Undertaking**

I/We solemnly hereby undertake that:

- i. The firm/company shall pay the wages to the manpower deployed by him in accordance with the provisions/statutes/acts/terms and conditions stipulated by the Central Government from time to time towards statutory payments viz. Minimum Wages, EPF, ESI etc. (as detailed in [Annexure -XI](#)).
- ii. The Firm/Company shall produce the proof of payment of wages and all other statutory dues for reimbursement from the Bank on actual basis.
- iii. The Firm/Company shall produce the notifications regarding any revision in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time for reimbursement from the Bank.

**Place:**

**Date:**

**Signature and Name of the authorized person  
of the firm/bidder with office seal**