Notice Inviting Tender (NIT)



Reserve Bank of India Human Resource Management Department 6-1-56, Secretariat Road, Saifabad, Hyderabad-500 004.

E-tender for Installation of fresh milk/coffee/tea vending machines and supply of manpower for maintenance of the vending machines in Bank's premises.

Reserve Bank of India, Hyderabad Regional Office (hereinafter called "the Bank"), invites E-tender under Two – Bid system (Technical & Financial Bid) for the installation of fresh milk/coffee/ tea vending machines and supply of manpower for maintenance of the vending machines in the Bank's premises at RBI, Hyderabad. The agreement shall be for installation of <u>six fresh milk/coffee/ tea vending machines and supply</u> <u>of two manpower for maintenance of machines</u> for a period of one year i.e. from July 01, 2025 to March 31, 2026 and extendable up to two more years subject to mutual consent of both the parties and based on the satisfactory performance of the Service Provider/Contractor/Vendor.

The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before May 18, 2025 up to 5.00 PM**. Tenderers shall submit tender proposal along with refundable EMD of **₹50,000/-**, complete in all respect as per the prescribed format. The technical bids will be **opened electronically on May 19, 2025 at 11.30 AM**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

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

SCHEDULE OF TENDER (SOT)

Α	E-Tender no	RBI/Hyderabad Regional Office /HRMD/1/ /25-26/ET/28
В	Mode of Tender	e-Procurement System
		(Online Part I – Technical Bid and Part II - Financial Bid through
		www.mstcecommerce.com/eprochome/rbi)
С	Date of NIT available to parties to download	April 11, 2025 10:00 AM onwards (Friday)
D	Pre-Bid meeting	May 07, 2025 11.00 AM (Wednesday)
E	Venue of Pre-Bid meeting	Meeting Room, 5 th Floor, RBI, Saifabad, Hyderabad.
F	Estimated value of contract	₹25 Lakh per annum (Rupees Twenty Five Lakh only)
G	Date of Starting of e-Tender for submission	May 09, 2025 11.00 AM (Friday)
	of online Technical Bid and Financial Bid at	
	www.mstcecommerce.com/eprochome/rbi	
Η	Date of closing of online e-tender for submission of Technical Bid and Financial Bid.	
Ι	Date & time of opening of Part-I (i.e. Technical Bid)	May 19, 2025, 11.30 AM (Monday)
J	Part-II Financial Bid: Date of opening of Part II.	Part II Financial bid will be opened electronically of only those bidder(s) whose Part I: Technical Bid is found acceptable by RBI, Hyderabad. Such bidder(s) will be intimated date of opening of Part II Financial bid, through valid email given by them.

The Regional Director Reserve Bank of India Hyderabad-500 004



भारतीय रिज़र्व बैंक /RESERVE BANK OF INDIA मानव संसाधन प्रबंध विभाग/HUMAN RESOURCE MANAGEMENT DEPARTMENT हैदराबाद/HYDERABAD

<u>बैंक परिसर में, ताजे दूध/ कॉफी / चाय वेंडिंग मशीनों की स्थापना एवं रखरखाव के लिए मानव</u> <u>शक्ति की आपूर्ति</u>

भारतीय रिज़र्व बैंक, हैदराबाद क्षेत्रीय कार्यालय, दो बोली प्रणाली (तकनीकी और वित्तीय बोली) के तहत ताजे दूध / कॉफी / चाय वेंडिंग मशीनों की स्थापना और रखरखाव के लिए मानव शक्ति की आपूर्ति के लिए, ई-निविदा आमंत्रित करता है। अधिक जानकारी के लिए हमारी वेबसाइट <u>https://www.rbi.org.in</u> पर TENDERS लिंक पर जाएं।

MSTC पोर्टल (<u>www.mstcecommerce.com</u>) पर ई-टेंडर जमा करने की अंतिम तिथि <u>18 मई, 2025 को</u> <u>शाम 05.00 बजे तक</u> है। बैंक, कोई भी कारण बताए बिना किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक



भारतीय रिज़र्व बैंक /RESERVE BANK OF INDIA मानव संसाधन प्रबंध विभाग/HUMAN RESOURCE MANAGEMENT DEPARTMENT हैदराबाद/HYDERABAD

Installation of fresh milk/coffee/tea vending machines and supply of manpower for maintenance of the vending machines in Bank's premises.

Reserve Bank of India, Hyderabad Regional Office invites E-tender under Two - Bid system (Technical & Financial Bid) for Installation of fresh milk/coffee/tea vending machines and supply of manpower for maintenance of the vending machines in Bank's premises. For more details please visit TENDERS link on our website <u>https://www.rbi.org.in</u>.

The last date for submission of e-tender on MSTC portal (<u>www.mstcecommerce.com</u>) is <u>May</u> <u>18, 2025 by 5.00 PM</u>. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

Regional Director

PART - I

RESERVE BANK OF INDIA HUMAN RESOURCE MANAGEMENT DEPARTMENT HYDERABAD

E-TENDER FOR INSTALLATION AND MAINTENANCE OF FRESH MILK/COFFEE/TEA VENDING MACHINES AND SUPPLY OF MANPOWER FOR MAINTENANCE OF VENDING MACHINES IN THE BANK'S PREMISES

RBI/Hyderabad Regional Office/HRMD/1/25-26/ET/28



Reserve Bank of India Human Resource Management Department Hyderabad

DISCLAIMER

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by 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 Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to person or entities expressing interest.

Important Instructions Regarding E-tender

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

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

Process of E-tender:

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

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

1). Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> \rightarrow eProcurement \rightarrow PSU / Govt.Depts \rightarrow RBI. Register as Vendor by filling up details and creating own user id and password \rightarrow Submit.

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

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

MSTC Contract Person

For all queries including regist Time: 10 AM to 6 PM	tration,login,bidding ,DSC mapping	and technical issues.
Location/Contact/Escalation matrix	Level 1/To	Level 2/CC
RBI Hyderabad	Central Helpdesk e- Mail: <u>helpdesk@mstcindia.co.in</u> 07969066600	Ms. Suraiya Shaikh sshaikh@mstcindia.co.in 7406047869

Google hangout ID- (for text chat)- mstceproc@gmail.com

Contact persons (RBI, Hyderabad):

Shri Amol R. Wadhonkar Assistant Manager HRMD, Reserve Bank of India 6-1-56, Secretariat Road Saifabad, Hyderabad - 500004 Tel: 040 -23267319 Shri Raju Ratlavat AGM (Personnel) HRMD, Reserve Bank of India 6-1-56, Secretariat Road Saifabad, Hyderabad - 500004 Tel: 040 -23267306 Email Id: rajur@rbi.org.in arwadhonkar@rbi.org.in , welfarehyderabad@rbi.org.in

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

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at <u>www.mstcecommerce.com/eprocn/</u>

3. The Technical Bid and the Financial / Price Bid shall have to be submitted online at <u>www.mstcecommerce.com/eprocn/rbi</u>. Tenders will be opened electronically on the specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

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

Transaction fee is non-refundable.

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

<u>NOTE</u>

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

- 5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

7. Bidding in E-tender:

i) Vendor(s) need to submit necessary EMD (to RBI only through NEFT and Transaction fees (online to MSTC) to be eligible to bid online in the e-tender. Transaction fees is non refundable. No interest will be paid on EMD. *(Offers without EMD would be considered as unresponsive and rejected)*. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

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

iii) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website <u>www.mstcecommerce.com</u> \rightarrow e-procurement \rightarrow PSU/Govt. depts \rightarrow Login under RBI \rightarrow My menu \rightarrow Auction FloorManager \rightarrow live event \rightarrow Selection of the live event.

iv) 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.

v) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Financial bid. Once both the Technical bid & Financial bid has been saved, the vendor can click on the "Final submission" button to register their bid.

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

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

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

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

x) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the Vendor for execution of supply.

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

xii) The Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

xiii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

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

9. No deviation to the technical and financial terms & conditions are allowed.

10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

11. Vendors are requested to read the vendor guide and see the video in the page <u>www.mstcecommerce.com/eprochome</u> to familiarize them with the system before bidding

SCHEDULE OF TENDER (SOT)

A	E-Tender no	RBI/Hyderabad Regional Office /HRMD/1/ /25- 26/ET/28
В	Mode of Tender	e-Procurement System
		(Online Part I - Technical Bid and Part II - Financial Bid through <u>www.mstcecommerce.com/eprochome/rbi</u>)
С	Date of NIT available to parties to download	April 11, 2025 10:00 AM onwards (Friday)
D	Pre-Bid meeting	May 07, 2025 11.00 AM (Wednesday)
E	Venue of Pre-Bid meeting	Meeting Room, 5 th Floor, RBI, Saifabad, Hyderabad.
F	Estimated value of contract	₹25 Lakh per annum (Twenty Five Lakh Only)
G	Date of Starting of e-Tender for submission of online Technical Bid and Financial Bid at www.mstcecommerce.com/eprochome/rbi	May 09, 2025 11.00 AM (Friday)
н	Date of closing of online e-tender for submission of Technical Bid and Financial Bid.	May 18, 2025 5.00 PM (Sunday)
H 		May 18, 2025 5.00 PM (Sunday) May 19, 2025, 11.30 AM (Monday)

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Part 1 Tendering Procedure

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Section I - Notice Inviting Tender (NIT)



Reserve Bank of India Human Resource Management Department 6-1-56, Secretariat Road, Saifabad, Hyderabad-500 004.

Reserve Bank of India, Hyderabad Regional Office (hereinafter called "the Bank"), invites Etender under Two - Bid system (Technical & Financial Bid) for the provision of installation and maintenance of fresh milk/coffee/ tea vending machines as also for supply of labour for maintenance of the vending machines in the Bank's premises in Hyderabad. The agreement shall be for installation of <u>six fresh milk/coffee/ tea vending machines and supply of two</u> <u>manpower for maintenance of machines</u> for a period of one year i.e. from July 01, 2025 to March 31, 2026 and extendable up to two more years subject to mutual consent of both the parties and based on the satisfactory performance of the Service Provider/Contractor/Vendor.

The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before May 18**, **2025 up to 5.00 PM**. Tenderers shall submit tender proposal along with refundable EMD of **₹50,000/-,** complete in all respect as per the prescribed format. The technical bids will be **opened electronically on May 19, 2025 at 11.30 AM**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

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

> The Regional Director Reserve Bank of India, 6-1-56, Secretariat Road, Saifabad, Hyderabad-500 004.

Section II - Instructions to Bidders (ITB)

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- 24. Signing of Contract
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Section II: Instruction to Bidders

		A. General	
1.	Scope of Tender	The Bank invites E-tenders from the eligible reputed tenderers to participate in the process of installation and maintenance of fresh milk/coffee/ tea vending machines (six) and manpower (two persons to maintain six machines) at Reserve Bank of India, Hyderabad. The vending machines will be provided by the tenderer free of cost. The Estimated value of contract per annum is ₹25 lakh. Please refer to Section V of this tender document for detailed terms and conditions of the work.	
2.	Prohibited Practices	2.1 The Bank requires that tenderers, suppliers, contractors, interested in having business relationship with the Bank, observe the highest standard of ethics during the period of contract / engagement. In pursuance of this policy, the Bank:	
		 (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 tendered 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;	
		2.2 Furthermore, tenderers shall be aware of the provisions stated in Section V (General and Specific Conditions of Contract).	

3. Eligible Tenderers/ Eligibility Criteria	3.1 The intending applicant must be a Proprietorship /Partnership / LLP / Private Limited / Limited Company / Firm / Public Company with minimum 3 years' experience in undertaking a work of maintenance of tea / coffee vending machine and supply of manpower for providing the tea / coffee services to Government Departments / Public / reputed Private sector institutions with a minimum average annual business turnover of Rs. 25 Lakh for the last preceding three years. The tenderer shall have its office and set-up in Hyderabad.
	3.2 Tenderers should have applicable and valid registrations with statutory authorities constituted for Labour Welfare and other purposes such as ESI, EPF, PAN, TIN, GSTIN, CST, licensing food establishments, etc. duly supported by documentary evidence and certificates of registration.
	B. Contents of Tender Document
4. Sections of Tender Document	 The Tender Document consist of Parts 1 and 2 which includes all the Sections indicated below and should be read in conjunction with any Appendices/Annex issued in accordance with Section II (Instructions To Bidders). <u>Part 1 - Tendering Procedures</u> Section I: Notice Inviting Tender(NIT) Section II: Instruction to Bidders (ITB) Section III: Tender Data Sheet (TDS) Section IV: Evaluation / Selection Criteria <u>Part 2 - Conditions of Contract and Contract Forms</u> Section V: General and Specific Conditions of Contract Section VI: Standard Formats
5. Clarification of Tender Document, Pre- Bid Meeting	5.1 A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.
	5.2 The tenderer's designated representative is invited to attend the pre-Bid meeting at 11:00 AM of May 07, 2025. The purpose of the meeting will be to clarify the issues and to answer questions that may be raised at that stage.
	5.3 The tenderer shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document, not later

	than one day before the date of the pre-bid meeting.
	and the day before the date of the pre-bid meeting.
	5.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a tenderer.
6. Amendment of Tender Document	6.1 At any time prior to the deadline for submission of Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (<u>www.rbi.org.in</u>) / e-portal.
	6.2 Any amendments / corrigendum issued shall be a part of this document.
	6.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Bids, the Bank may, at its discretion, extend the deadline for the submission of Tenders.
	C. Preparation of Tenders
7. Cost of Tendering	The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
8. Documents	The Tender shall comprise the following:
comprising the Tender	Notice Inviting Tender
	Technical Bid Details
	Financial Bid Details
	Earnest Money Deposit
	 Intending tenderer has to deposit a sum of ₹50,000/- (Rupees Fifty thousand only) with the Reserve Bank of India, Human Resource Management Department, Hyderabad - 500004 on or before 5.00 PM, May 18, 2025. BY NEFT to following A/c: A/c Number: 8614038 IFS Code: RBISONEFTHY (5th being zero) in favour of the 'Reserve Bank of India' payable at Hyderabad Performance Bank Guarantee to be furnished after award of contract by the successful tenderers.
	Contract Agreement.
9. Letter of Tender	The tenderer shall submit the Tender using the digital signature class 3 via e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.
10. Documents Establishing the qualifications of the Tenderer	To establish its qualifications to perform the Contract in accordance with Section II (Para 3), the tenderer shall provide the information in the format prescribed in Section VI (Standard Formats).

	11.1 The Tender validity period shall be 90 days from the last date of the submission of tender.
11. Period of validity of Tenders	11.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.
12. EMD as Tender Security	Tenderers need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
	D. Submission and Opening of Tenders
	13.1 Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the Instructions regarding E-Tender.
13. Submission, Sealing and Marking of Tenders	13.2 The tenderers may submit online their Financial Bid (competitive rates) in prescribed Excel format along with copies of necessary documents as indicated in the "Technical Bid" (Part-I and Part-II). E-Tender with all information shall be submitted on or before the prescribed time and date.
	13.3 If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.
14. Deadline for Submission of Tenders	14.1 Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
	14.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.
15. Late Tenders	No Tender after the deadline shall be allowed on the portal.
16. Tender Opening	The Bank shall open the Tender electronically on the notified date.
	E. Examination of Tenders
17. Confidentiality	Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other person not officially concerned with such process until information on Contract award is communicated to all tenderers

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

24. Signing of Contract	The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹100/- within 15 days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The agreement will be valid for a period of one year (July 01, 2025 -
	March 31, 2026), and extendable up to two more years subject to annual review by the Bank of the performance of the contractor.
25. Performance Security	25.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG) of ₹2,50,000/- (Rupees Two lakh fifty thousand Only) in accordance with the Section VI (Standard Formats). The PBG shall be valid for a period of 60 days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG.
	25.2 Failure of the successful tenderer to submit the Performance Bank Guarantee of ₹2,50,000/- (Rupees Two lakh fifty thousand Only) or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
	25.3 The PBG shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee (PBG) shall be discharged only after adjusting all dues, liabilities, etc.

Section III - Tender Data Sheet

	A. Introduction	
1.	Scope of Tender	
1.1	The tender inviting office is: Reserve Bank of India, Hyderabad Regional Office, Main Office Building, Saifabad, Hyderabad 500004	
1.2	The name of the Tender is: Installation and Maintenance of fresh milk Coffee/ tea Vending Machines and Supply of manpower for the maintenance of the vending machines in the Bank's premises. Tender Reference No RBI/Hyderabad Regional Office /HRMD/ 1/25-26/ET/28	
1.3	Eligible Tenderers: The tenderer shall meet the eligibility criteria outlined in para number 3 of Section II.	
	B. Tender Document	
2.	Clarification of Tender Document, Pre-tender meeting	

2.1	For clarification purposes only, the Bank's address is: Reserve Bank of India , Human Resource Management Department, 3 rd Floor, Main Office Building, Saifabad, Hyderabad-500004. Contact person (RBI Hyderabad):
	i) Shri. Amol Wadhonkar, Assistant Manager, RBI, Hyderabad Email: <u>arwadhonkar@rbi.org.in</u> Phone No. 040-2326 7319
	ii) Shri. Raju Ratlavat, Assistant General Manager Email: <u>rajur@rbi.org.on</u> Phone No. : 040-2326 7306
2.2	A Pre-bid meeting will take place at 11:00 AM on May 07, 2025 (Wednesday)
	C. Preparation of Tenders
3	Documents Comprising the Tender
3.1	The Tender shall comprise the following:
(a)	Notice Inviting Tender, Instructions to Bidders, Evaluation Criteria & General and Specific Terms and Conditions of the Contract.
(b)	Various Formats for Technical and Financial Evaluation as also for Performance Bank Guarantee as per Section VI (Standard Formats)
4.	Period of Validity of Tenders
4.1	The Tender validity period shall be 90 days from the last date of the submission of tender.
5 5.1	EMD / Bank Guarantee as Tender SecurityIntending tenderer has to deposit a sum of ₹50,000/- (Rupees Fifty Thousand only)
	as Earnest Money Deposit with the Reserve Bank of India, Human Resource Management Department, Hyderabad - 500004 on or before May 18, 2025, 5.00 PM, THROUGH NEFT to the 'Reserve Bank of India, Hyderabad' by credit to A/c No. 8614038 & IFSC- RBISONEFTHY (5th being zero)
6	Submission of Tenders
6.1	The tender, complete in all respect, shall be submitted electronically. The tenderers may submit their competitive rates along with necessary documents as indicated in the "Technical Bid".
	D. Submission and Opening of Tenders
7	Deadline for Submission of Tenders
7.1	The E-tenders, complete in all respect shall be submitted as per the following deadline: Date: May 18, 2025 Time: 5.00 PM
8	Tender Opening
8.1	 The Tender opening shall take place electronically on the date and time mentioned in Schedule of Tender (SOT). The tenderers who are declared successful in Technical Evaluation including Site Evaluation will qualify for Financial Evaluation. Such tenderers who qualify in Technical and Site Visit Evaluation will be considered for opening of Financial Bids and the lowest bidder will be awarded the contract provided the bid is in line with the prescribed terms and conditions.
	Section IV: Evaluation/ Selection Criteria

	Evaluation matrix	
	A. Technical Bid Evaluation	
1	1.1 The tenderers shall furnish information for Technical Evaluation as per Form 1 of Standard Format.	
	1.2 Supporting documents for the various items indicated in the Form 1 should be submitted for Technical evaluation.	
	1.3 The Bank shall scrutinize the information and documents submitted by the tenderer vis-à-vis eligibility criteria and evaluate the feedback from bankers, existing clients as also the findings from site visit (if required) to take decision regarding qualification in Technical Evaluation.	
	B. Site Evaluation (if required)	
	2.1 The members of the Evaluation Committee shall conduct site visits to assess the quality and other aspects of the existing contracts of bidders as per the criteria in the undermentioned table.	
	A list of such places i.e. complete address details of clients in Hyderabad along with contact details of the contact person should be provided.	



Conditions of Contract

Contract Forms

Section V: General & Specific Conditions of Contract

A. General Conditions of Contract

1	1.1 The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank shall not be responsible for the incompleteness of the Tender Document.
2	2.1 Conditional tender shall not be entertained.
	2.2 In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3	3.1 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document.
	3.2 Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
4	4.1 The price quoted shall only be in Indian rupees and inclusive of all taxes .
	B. Situations leading to disqualification / rejection of tenders
5	5.1 Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be blacklisted for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will be made applicable there too.
	5.2 All the tenders should be complete in all respects with all attachments / enclosures / annexure. Incomplete forms, or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be out rightly and summarily rejected by the Bank.
	5.3 Tenders received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained on this matter.
	5.4 Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected.
	5.5 Tenders received after the due date and time shall be summarily rejected.
	5.6 Conditional tenders shall be straightway rejected, and no additional clause will be entertained.
	5.7 No tender may be modified subsequent to the last date of submission of tender. No tender may be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.
	5.8 Alternative Proposals / Time for Completion shall not be permitted.

	C. <u>Terms of Payment</u>
6	6.1 The agency shall raise the bill, in duplicate, along with the following documents in respect of the person deployed and submit the same to The Assistant Manager, Welfare, RBI, Hyderabad in the second week of the subsequent month or earlier, but only after electronic disbursement of salary/wages to deployed manpower. As far as possible, the payment shall be released within two weeks from the date of submission of bills complete in all respects.
	 i. Current month Invoice Copy (the month for which bill is being raised) ii. Current month Acquaintance (Wage) Register duly signed by the individual contract Labourers iii. Current month Attendance Register iv. Current month ESI remittance challan with consolidated breakup details.
	 V. Current month EPF remittance challan, as applicable, with consolidated breakup details
	6.2 The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Bank.
	6.3All the payments shall be released through NEFT/RTGS viz electronic mode only for which necessary mandate shall be submitted to the Bank.
	6.4 Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.
	D. Necessary Requirements to be fulfilled after award of contract
7	7.1 The successful tenderer/s shall execute a Performance Bank Guarantee of
	7.1 The successful tenderer/s shall execute a Performance Bank Guarantee of ₹2,50,000/- in favour of the Bank as specified in Section VI (Standard Formats), within 15 days of the receipt of the letter of award of work. The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Service Provider/Contractor/Vendor.

	 7.2 In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the agency will be liable to be forfeited/invoked besides annulment of the contract. 7.3 The agreement between the successful tenderer/s and the Bank will be signed within 15 days of letter of award of work. The agreement shall be executed in duplicate. The Bank shall retain the original and the Service Provider/Contractor/Vendor, the duplicate. The stamp duty shall be borne and paid by the Service Provider/Contractor/Vendor.
	7.4 The agency and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the agency and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the agency and its staff shall apply during the term of agreement and indefinitely after the term of agreement. The agency and its staff shall also not disclose directly or indirectly any information and details of the Bank's infrastructure / systems/ equipment, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. It shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. It shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. It shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to claim damages and pursue legal remedies.
	E. Adherence to Statutory Requirements
8	8.1 Compliance of regulations viz., Payment of Central Government Minimum Wages Act, Bonus Act, Employers' Liability Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act, rules framed under all these acts and labour license of State and Central government applicable from time to time, shall be whole & sole responsibility of the Agency.

	In this regard, the Agency shall indemnify Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the law and as per the Government rules and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.
	F. Prevention of Sexual Harassment
9	9.1 The successful tenderer / agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The successful tenderer shall confirm constitution of Internal Complaints Committee for the purpose, wherever applicable.
	9.2 Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
	9.3 The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the successful tenderer is proved.
	9.4 The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
	9.5 The successful tenderer shall provide a complete and updated list of its employees deployed in various facilities of the Bank on quarterly basis (within 15 days from each quarter end or from the date of engagement/deployment).
	G. Rights of the Bank
10	10.1 The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.
	10.2 The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability or assigning any reason thereof.

	 10.3 The Bank reserves right to split the scope of the work to more than one agency / agencies without assigning any reason whatsoever. No claim will be entertained on account of this. 10.4 The terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender. 10.5 The Service Provider/Contractor/Vendor or its agents / employees committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof. 10.6 Without prejudice to above, the Agreement can be terminated with a notice of three (3) months on either side, during the Agreement period. The
	arrangements with Service Provider/Contractor/Vendor shall stand terminated in the case of its insolvency.
	H. Dispute Resolution
11	11.1 It is to be duly noted that in case of any / all disputes on terms and condition of this tender, the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).
	11.2 All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, Hyderabad and his decision, in writing, shall be final and binding on the Service Provider/Contractor/Vendor. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Hyderabad only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.
	I. Force Majeure
12	12.1 Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by Service Provider/Contractor/Vendor of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of Service Provider/Contractor/Vendor concerned.
	J. <u>Disclaimer</u>
I	

13	 13.1 Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects. 13.2 The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.
14	13.3 While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or 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.
14	K. <u>Confidentiality Statement</u>
	14.1 The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.
	14.2 The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
	14.3 This Tender Document does not purport to contain all the information each tenderer may require.
	14.4 This tender document may not be appropriate for all person, and it is not possible for the Bank and/or its employees to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document.
	14.5 Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.
	14.6 The Bank and employees make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the tender document.
	14.7 This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).

	Section V.2: Specific Conditions of Contract (SCC)
1.	1.1 The contract, if awarded shall be initially valid for a period from July 01, 2025 to March 31, 2026. The Bank reserves the right to extend the period of the contract for a further period of up to two years (one year at a time) on terms mutually agreed upon.

- 1.2 The successful tenderer shall install six machines inside the Bank premises at the place identified by the Bank and arrange two manpower for operating the machines. The working hours in the Bank for serving coffee / tea will be generally from 9.45 AM to 5.45 PM from Monday to Friday and all working Saturdays (except 2nd and 4th Saturday). Installation of additional machine and providing of manpower as decided by the Bank will be intimated to the vendor and the same should be provided at the quoted rate. The rates for additional requirements, if any, for providing tea / coffee vending machine, specific quality / quantity of tea / coffee, etc., may be decided on mutual agreement.
- 1.2 (A). Manpower The manpower shall be arranged by the tenderer only. The tenderer shall pay the Central Government minimum wages (monthly) to the manpower under this agreement, based on the rates notified by Government of India, Ministry of Labour & Employment, from time to time. Along with the monthly wage, EPFO, ESIC contributions as applicable and other statutory provisions may be paid mandatorily to / for the manpower. The tenderer shall be responsible for the manpower to provide continuous service and in the absence of any workforce, a suitable substitute shall be posted. PLEASE NOTE THAT THE TENDERER SHALL QUOTE RATES IN FINANCIAL BID INCLUDING THE MANPOWER COST.
- 1.2 (B) Tenderer should submit a certificate to the effect that, he has actually paid all the dues of manpower engaged by him for completion of the awarded job / work / project at the rate which is not less than the one prescribed under Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract laborers. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate. Necessary documents supporting the disbursements of the wages, ESI, PF, etc., needs to be submitted by the contractor, along with the invoice as desired the Bank.
- 1.3 The tenderer / representative of the tenderer / shall also act as coordinator for smooth functioning and coordinate with the Bank for all issues related to service, deployment, etc.
- 1.4 All the sections of the Bank function from Monday to Friday and all working Saturdays (except 2nd and 4th Saturday). The working hours in the Bank for providing coffee / tea will be generally from 09.30 AM to 05.45 PM on Monday to Friday and all working Saturdays (except 2nd and 4th Saturday). The Bank observes all public holidays declared by the State Government under the Negotiable Instruments Act. However, it will be kept open on holidays also subject to the requirement of the Bank.

1.5 The quantity of coffee / tea to be served shall be 150 ml per cup (size of the cup shall be 150 ml). Additional requirements such as biodegradable cups shall be provided by the vendor. The percentage of fresh milk and water in tea and coffee will be as per the Bank's specification. A daily consumption report shall be submitted to Assistant Manager, Welfare Desk, Reserve Bank of India, Hyderabad.
1.6 Technical requirement of the vending machine:
I) The tea / coffee dispensing system shall be automatic and contain a separate chamber in addition to the Vending Machine (VM) for boiling the milk before dispensing through the Vending Machine.
II) 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.
III) The milk boiling chamber shall be consisting of auto-cut off temperature controller preferably using a microprocessor controller.
IV) The technique for tea / coffee dispensing system should be brewed coffee and tea. The VM shall simultaneously dispense tea and coffee.
V) VM shall contain programmable electronic control for monitoring the beverages usage and dispensing volume count.
 VI) VM shall dispense the beverages such as Hot Milk, Tea (standard & strong), Black Tea, Coffee (standard & strong) and Hot water.
1.7 Sufficient stocks of all the varieties of tea (Masala, Cardamom, Lemon, Ginger e.t.c.) and Green Tea , offered in the quotation shall be maintained and supplied by the tenderer.
1.8 Beverages shall be served in good biodegradable paper cups with good quality stirrers. These items shall be provided by Tenderer.
1.9 The person maintaining the machine shall clean the installed machine daily. Preventive maintenance of machine shall be done on a weekly basis by the tenderer at his / their own cost. The tenderer shall ensure that the machine is regularly cleaned and hygiene standards are maintained. The tenderer shall ensure uninterrupted functioning of machine.
1.10 The Tenderer may provide sanitizers, masks, gloves to the operators / staff to maintain personal hygiene. The vendor's staff shall maintain personal hygiene.

 1.11 The Tenderer shall get the medical examination done for its workforce (to be deployed for the purpose). It shall ensure that personnel deployed in preparing coffee/ tea are free from any contagious or communicable diseases and shall arrange for their regular Health check-ups (twice a year). The cost of the health check-up shall be borne by the Agency and not by RBI. The documentary evidence in this regard shall be furnished to the Bank within 15 working days from the date of commencement of contract and thereafter in September and April every year i.e. 1. 12 Within a fortnight of new employee commencing work.
1.13 Within a fortnight of the half yearly check-up.
1.14 The Bank shall provide water for tea and coffee, electrical points for installation and operation of vending machines, space for storage of material.
1.15 The Bank shall deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the vendor.
1.16 The Tenderer 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, Hyderabad. For the purpose of proper identification of the employees of Service Provider/Contractor/Vendor deployed for the work, it shall issue uniform as also identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at all times during their presence in the Bank's premises.
1.17 The Tenderer 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 Hyderabad within a month of commencement of work or immediately on engagement of new manpower in RBI Premises.
1.18 The person deployed by the Tenderer for the services mentioned above shall be the employees of the Tenderer for all intents and purposes and that the person so deployed shall remain under the control and supervision of the Tenderer and in no case, shall a relationship of employer and employee between the said person and the RBI, Hyderabad shall accrue/arise implicitly or explicitly. It shall be the responsibility of the Tenderer to ensure that no liability on this count should devolve on RBI, Hyderabad in any manner whatsoever. The Tenderer shall obtain a declaration from the person deployed of having understood the same and also undertaking that they shall not raise or make any such claims against RBI, Hyderabad, and submit the declaration and undertaking to the bank. The person deployed shall not have any right to claim employment in the Bank.
1.19 In case, any of the person so deployed by the Tenderer does not come up to the mark of efficiency professed, implied or expressly, by the Tenderer or does not perform his/her duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the Tenderer shall immediately withdraw such person(s) and take suitable action against such person(s) on

the report from the RBI, Hyderabad in this respect. Further, the Tenderer shall immediately replace such person even without any demand from the RBI, Hyderabad
1.20 The Tenderer shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank's people and/or property.
1.21 The Performance Bank Guarantee furnished by the Tenderer shall be invoked in the event of unsatisfactory performance of the Tenderer and / or loss/ damage, if any, sustained by the RBI, Hyderabad on account of failure or negligence of the workers deployed or in the event of breach of the agreement by the vendor.
1.22 The Tenderer 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 Tenderer shall pay the Government of India notified minimum wages and all other dues which the person deployed are entitled to receive under the provisions of Minimum Wages Act, 1948 and other relevant statutory enactments stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wages paid) on payment of minimum wages for the person deployed in the Bank's premises. The Tenderer shall pay the wages to the manpower under this contract based on the rates notified by Government of India, Ministry of Labour & Employment as per the actual number of working days during the month.
1.23 The vendor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
1.24 The Tenderer shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of person and property of RBI, Hyderabad.
1.25 The Tenderer shall remove all workers deployed by it on termination of the contract or on expiry of the contract from the premises of the RBI, Hyderabad and ensure that no such person shall create any disruption / hindrance / problem of any nature in the RBI, Hyderabad either explicitly or implicitly.
1.26 The Tenderer shall keep the RBI, Hyderabad indemnified against all claims whatsoever in respect of the employees deployed by the vendor. In case any employee of the Tenderer so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the Tenderer to contest the same. In case RBI, Hyderabad is made party and is supposed to contest the case, the RBI, Hyderabad shall be reimbursed for the actual expenses incurred/likely to be incurred towards Counsel Fee and other expenses, which shall be paid in advance by the Tenderer to RBI, Hyderabad on demand. Further, the Tenderer shall ensure that no financial or any other liability comes on RBI, Hyderabad in any respect and shall keep RBI, Hyderabad in this respect.

1.27 The Tenderer shall ensure that the person deployed by it do not take any article/material out of the RBI premises without a gate pass signed by the designated officials of the RBI, Hyderabad
1.28 The persons engaged by the Tenderer shall be the employees of the Tenderer and neither the Tenderer nor his employees shall have any right to claim any employment in the Bank. There shall be no employer-employee relationship between the tenderer/persons deployed for the work, and the Bank.
1.29The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case of any accident involving the employees of the tenderer.
 1.30 Termination policy: a) The Bank reserves the right to levy penalty and even terminate the contract at a notice of 10 days if there is deterioration in any kind of services / insolvency, poor / deficient service, irregular activities, unsatisfactory / deficiency in the quality of foodstuff, material, hygiene, etc. In case of any dispute in this regard, the decision of the Bank shall be final and binding. In such a scenario, the security deposit made by the caterer will be forfeited.
b) The Bank also reserves the right to terminate the contract by giving a notice of 30 days without assigning any reasons thereof.
c) Mutual Termination: The tenderer who wishes to terminate the contract by mutual agreement shall give notice by assigning the reason(s) thereof. On acceptance by the Bank, the contract may be mutually terminated after 30 days from the day of acceptance by the Bank.
1.31 If the Bank, as Principal Employer is required / called upon to pay any amount to the contract laborers engaged by the tenderer due to lapse or default on the part of the tenderer in discharging obligations towards the contract laborers in terms of any law in force, the tenderer shall be liable to reimburse such amount paid to the Bank.
1.32 Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury or damage to persons, things and for all damage to property which may arise from any factor omission on the part of the Contractor or any of their employees. The contractor shall, indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise

and also in respect of any award or compensation or damage consequent upon such claims.

a) The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risk Policy for Insurance for the full amount of the contract in the joint names of the employer and the contractor (the name of Reserve Bank of India, Hyderabad, being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

b) The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the Reserve Bank of India, Hyderabad, being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be ₹2 lakh per person for any one accident or occurrence and ₹5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of ₹7 lakh. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor and shall at his own expense effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

- c) In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.
- d) The contractor 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.

- e) The contractor 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 of damage or compensation arising there from.
- f) Without prejudice to the other rights of the employer against contractor in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable the contractor under this clause.

Section VI: Standard Formats

Form 1	Details of Technical bid
Annexure 1	Details of Banker
Annexure 2	Bankers Certificate
Annexure 3	Client's Certificate
Annexure 4	Details of Clients
Form 2	Details of Financial Bid
Annexure 5	Illustrative Example process of selection of L1 bidder
Form 3	Proforma of Performance Bank Guarantee

PART I - TECHNICAL BID

NAME OF THE TENDERER: _____

ADDRESS:

CONTACT NO: _____

Technical Bid by the Tenderer

(To be given on applicant's letter head)

Name of the tenderer:

Address:			
S.No.	Particulars	Details to be filled in by	
		the tenderer	
1.	Name of the Organisation		
2.	(a) Type of organization - (whether Proprietorship / Partnership /LLP /Pvt. Ltd/ Ltd Company/Firm).		
	(b) Date of establishment		
	(c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).		
	Please enclose relevant documents in support of the same.		
3.	Name of the proprietor / partner / directors of organization with designation.		

Form 1

4.	Regd. Office/ Business Address of the organization along			
	with Telephone No, Mobile No, Fax No and e-mail. (a) Whether having own office in Hyderabad.			
	(b) Address of the local office at Hyderabad.			
	(c) Name of the authorized official and his/her telephone number.			
	Please enclose relevant documents in support of the same.			
5.	Work Experience- Details of work experience as per the			
	requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of Similar services for the Reserve Bank of India at any centre or government / semi government / public sector			
	undertakings / banks / MNCs should also be given.			
6.	Whether average annual business turnover for the last preceding three financial years is ₹ 25 lakhs in the same line of business. Supporting documents should be enclosed in proof of turnover.			
7.	Income Tax Returns of last three Financial years - F.Y. 2021-22, F.Y. 2022-23 and F.Y. 2023-24(Self Attested Copy to be submitted)			
8.	Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration. (A copy of certificate/registration to be submitted).			
9.	Name and address of the bankers. Please enclose a certificate in sealed envelope from the banker regarding financial standing as per format attached with this tender			

10.	Name and address of the existing clients along with full details <u>Annex IV</u> . The feedback from minimum two existing clients is required as per <u>Annex III</u> in sealed envelopes of clients.	
11.	The bank Account (IFSC Code and Account Number) where payments would be received by the organization.	
12.	Whether blacklisted by any authority and/or client. If yes, details thereof:	
13.	Whether penalised/convicted in connection with similar business. If yes, details thereof:	

Copies of Documents required to be submitted for Technical Bid

- 1. Certificate of incorporation, Shop license of company/firm/proprietorship
- 2. Document supporting date of establishment of company/firm/proprietorship
- 3. Names of director/proprietor/partners
- 4. Registered office address with phone numbers & e-mail id
- 5. Address proof for local office in Hyderabad.
- 6. Details of authorised person for tender/power of attorney.
- 7. Document supporting work experience of similar work for last 03 years.
- 8. Document supporting minimum turnover of 25 lakh during last 03 years.
- 9. Audited annual financial statements (F.Y 2021-22, F.Y. 2022-23 & F.Y.2023-24).
- 10. Income Tax Returns of last three Financial Years i.e. F.Y 2021-22, F.Y. 2022-23 & F.Y.2023-24
- 11. Details of Banker (<u>Annex I</u>)
- 12. Bankers certificate on financial standing (Annex II)
- 13. List of clients
- 14. Client Feedback (Annex III) from minimum 2 clients.
- 15. Food handling license issued by FSSAI
- 16. Copy of the PAN, TIN, GST and MSME Registration wherever applicable
- 17. ESIC and EPFO registration certificate (mandatory)
- The Bank reserves the right to call the proof/verify the furnished information.

DECLARATION:

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

Signature

Name and seal of the TENDERER

Annex-I

Details of Bankers

(To be given on applicant's letterhead)

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

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Annex-II

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (To be arranged by the Tenderer)

- 1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited/Firm.)
- 2. Name/s of the Proprietor/ Partners/ Directors of the firm.
- 3. Turnover of the firm for the last preceding 3 years (year wise).
- 4. Credit facility/ Overdraft facility enjoyed by the firm.
- 5. Nature of dealings and opinion thereon
- 6. The period from which the firm has been banking with the bank.
- 7. Any other remarks.
- 8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹25 lakh.

(Signature) Authorised Signatory of the Bank Branch

Note:

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

Annex III

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CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

(To be given on its letterhead by client in sealed envelope)

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

(Authorised signatory of the Client)

Annex IV

Details of Clients

Page 45 of 52

S.No.	Name of the Client	Period of contract	Address, e-mail & contact numbers

PART II - FINANCIAL BID

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Form 2

Details of Financial bid

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

E-Tender for Installation and Maintenance of fresh milk/ Coffee/ tea Vending Machines and Supply of manpower for the maintenance of the vending machines in the Bank's premises. Reserve Bank of India, Hyderabad.

S. No.	Items/ Description	Rate Per Cup
1	Plain Milk	
2	Tea with Milk	
3	Coffee with Milk	
4	Black coffee	
5	Black tea	
6	Tea – Flavored (Masala, Cardamom, Lemon, Ginger, Green Tea, etc.,)	
	Total (SI. No 1 to 6 exclusive of GST) =	
	Average = Total (SI. No 1 to 6) /6	

*Kindly refer <u>Annex V</u> for wherein sample evaluation of financial bid and process of selection of L1 bidder is given.

Note: Approximately 16000 cups of tea/coffee is consumed monthly. Prices quoted should be inclusive of all ingredients, i.e., biodegradable cups, wooden stirrers, fresh milk, sugar sachets / cubes, tea bags, coffee beans etc. and manpower charges (all exclusive of GST).

- Fresh milk should be of a reputed brand and good quality.
- Sugar sachets / cubes of only reputed brands to be supplied.
- All Personnel must be paid atleast Minimum wages as fixed by Central Government, from time to time, by the tenderer for number of days worked.

Annex - V

Illustrative Example

Process of Selection of L1 Bidder Evaluation of Financial Bid

Items / Description	Rate Per Cup – Tenderer X	Rate Per Cup – Tenderer Y	Rate Per Cup – Tenderer Z
Plain Milk	10	12	10.5
Tea with Milk	10	12	10.5
Coffee with Milk	7.5	7	8
Black coffee	10	12	10.5
Black tea	7.5	7	8
Tea – Flavored (Masala, Cardamom, Lemon, Ginger, Green Tea, etc.,)	7.5	7	8
Total (Exclusive of GST) =	52.5	57	55.5
Average =Total / 6	8.75 (L1)	9.50	9.25

➢ Following the above selection criteria, tenderer X (who obtained the least average score of Rs.8.75) shall be declared as least bidder (L1).

Kindly note: While calculating the average, the last two digits after decimal point shall not be rounded off.

Bank's decision in the calculation of L1 is final and binding.

Pro forma of Performance Bank Guarantee

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

No. _____ Date _____

To: The Regional Director (Andhra Pradesh and Telangana) Reserve Bank of India Human Resource Management Department 6-1-56, Secretariat Road Saifabad Hyderabad – 500 004

Dear Sir,

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

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ₹2,50,000/- (Rupees Two lakh fifty thousand Only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹2,50,000/- (Rupees Two lakh fifty thousand Only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force

60 days after the day of expiry of the contract without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> For & on behalf of (Banker's Name & Seal) BRANCH MANAGER (Banker's Seal) Address

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