

Reserve Bank of India/ भारतीय रिजर्व बैंक Human Resource Management Department / मानव संसाधन प्रबंधन विभाग Guwahati / गुवाहाटी

भारतीय रिज़र्व बैंक, गुवाहाटी में तीन कॉफी/चाय वेंडिंग मशीनों की स्थापना और रखरखाव तथा दूध और कॉफी बीन्स आदि का उपयोग करके कॉफी, चाय और अन्य पेय पदार्थों की आपूर्ति के लिए ई-निविदा।

ई-निविदा नं: आर.बी.आई/गुवाहाटी/मा.स.प्र.वी./1/25-26/ईटी/13

निविदा सूचना

भारतीय रिज़र्व बैंक, गुवाहाटी उपर्युक्त कार्य के लिए दो बोली प्रणाली (तकनीकी और वित्तीय बोली) के तहत ई-निविदाएं आमंत्रित करता है। निविदा प्रपत्र 01 अप्रैल, 2025 को प्रातः 11:00 बजे से आरबीआई (RBI) की वेबसाइट <u>www.rbi.org.in</u> और एमएसटीसी (MSTC) ई-पोर्टल <u>www.mstcecommerce.com</u> पर देखने / डाउनलोड करने के लिए उपलब्ध होंगी।

आपकी निविदा, विधिवत भरी हुई और ई-हस्ताक्षरित, केवल एमएसटीसी न्यू कॉमन पोर्टल (www.mstcecommerce.com) के माध्यम से ई-टेंडिरेंग मोड द्वारा प्रस्तुत की जानी चाहिए। ई-निविदा प्रक्रिया का शेड्यूल इस प्रकार है:

- 1. अनुमानित लागत: ₹15,00,000/-
- 2. बयाना राशि: ₹30,000/-
- इवेंट का प्रकाशन- दिनांक और समय: 01.04.2025 को 11:00 बजे से।
- 4. ऑफलाइन प्री-बिड मीटिंग की दिनांक और समय: 18.04.2025 को 11:30 बजे से।
- बोली प्रारंभ होने की दिनांक और समय: 21.04.2025 को 10:00 बजे से।
- 6. बोली बंद होने की दिनांक और समय: 02.05.2025 को 17:00 बजे।
- 7. बोली (भाग-1) खोलने की दिनांक और समय: 05.05.2025 को 11:00 बजे से।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा।

बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी या सभी निविदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार बैंक सुरक्षित रखता है।

> क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक उत्तर पूर्वी राज्य



RESERVE BANK OF INDIA Guwahati

E-tender for Installation and Maintenance of Three Coffee/Tea Vending Machines and Supply of Coffee, Tea & Other Beverages using milk and coffee beans etc. at Main Office Premises, RBI, Guwahati

Tender No. RBI/Guwahati/HRMD/1/25-26/ET/13 Reserve Bank of India Human Resource Management Department Guwahati

Address:	
Date of Publication of e-Tender	April 01, 2025 from 11:00 Hours
Date of Pre-Bid Meeting	April 18, 2025 at 11:30 Hours
Last date of Submission of Bid	May 02, 2025 up-to 17:00 Hours
Date of Opening of Part- I of e-Tender	May 05, 2025 from 11:00 Hours

Name of the Tenderer:

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DISCLAIMER

Human Resource Management Department, Reserve Bank of India, Guwahati (the Bank/RBI/Reserve Bank of India) has prepared this tender document to give background information on the captioned tender to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes 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. The Bank is not responsible if no due diligence is carried out by the Respondents.

Reserve Bank of India reserves the right not to proceed with this tender or to change the configuration of the tender, 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. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.

This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. The tenderer, irrespective of its participation in the tender process, shall treat the details of the tender documents as secret and confidential at all times. Further, RBI will not be liable for any costs incurred by the tenderer in the preparation of the response to this tender.



NOTICE INVITING E-TENDER

Reserve Bank of India, Guwahati, invites e-tender under Two – Bid system (Technical & Financial Bid) for Installation and Maintenance of Three Coffee/Tea Vending Machines and for Supply of Coffee, Tea & Other Beverages using milk and coffee beans etc. at Main Office Premises, RBI, Guwahati. The work is estimated to cost ₹15,00,000/- (Rupees Fifteen Lakh Only) annually.

The initial service contract will be valid for a period upto March 31, 2026 and thereafter may be renewed for two more years (one year at a time) up to March 31, 2028.

- 2. The EMD amount of ₹30,000/- (Rupees Thirty Thousand Only) shall be submitted through NEFT by 5:00 pm on May 02, 2025. Proof of payment has to be submitted along with Technical Bid. Kindly note that depositing EMD is mandatory and no exemption will be provided to any entity including MSMEs.
- 3. Online tenders will be available to view/download for all bidders from 11 a.m. on April 01, 2025. A pre-bid meeting will be held at 11:30 am on April 18, 2025 at HRMD, 4th Floor, Main Office Building, RBI Guwahati.
- 4. The tenderers should submit duly filled in tender documents, as per the important instructions contained in e-Tender, along with all supporting documents on www.mstcecommerce.com/eprochome/rbi on or before 5:00 pm of May 02, 2025.
- 5. Tender documents can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any amendment / corrigendum / clarification.
- 6. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

Place: Guwahati Date: April 01, 2025 Regional Director Reserve Bank of India Guwahati



Reserve Bank of India Human Resource Management Department Guwahati

E-tender for Installation and Maintenance of Three Coffee/Tea Vending Machines and for Supply of Coffee, Tea & Other Beverages using milk and coffee beans etc. at Main Office Premises, RBI, Guwahati

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Section I - Schedule of Tender

Α	e-Tender No.	RBI/Guwahati/HRMD/1/25-26/ET/13
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 Notice and availability of e-tender for	April 01, 2025 from 11:00 Hrs onwards
	viewing and download on RBI website	
D	Date of Pre-bid meeting	April 18, 2025 at 11:30 Hrs onwards
Е	Venue of Pre-bid meeting	Human Resource Management
		Department,
		4 th Floor, Reserve Bank of India, Pan
		Bazaar,Guwahati
F	Estimated value of tender	₹15,00,000/-
G	Transaction fees	MSTC Charges as applicable.
Н	Earnest Money Deposit	₹30,000/- (Rupees Thirty Thousand only)
		through NEFT to beneficiary details below:
		Name: Reserve Bank of India,Guwahati
		Account No: 186003001
		IFSC: RBIS0GWPA01 (5th and 10th digits
		areZero)
		No entity will be given exemption from
		payment of EMD.
I	Last date for submission of EMD	May 02, 2025 till 17:00 Hrs
	Data of starting of online submission of a	April 24, 2025 from 40,00 Hrs
J	Date of starting of online submission of e-	April 21, 2025 from 10:00 Hrs
	tender (Technical Bid and Financial Bid) at	
	www.mstcecommerce.com/eprochome/rbi	
K	Date of closing of online e-tender for	· · ·
	submission of Technical Bid and Financial	
	Bid	
L	Date and Time of opening of Part-I (i.e.	May 05, 2025 at 11:00 Hrs
	Technical Bid)	
M	Part II Financial Bid: Date ofopening	Part II - Financial Bid will be opened
	of Part II	electronicallyfor only those bidder(s) whose
		Part I: Technical Bid is found acceptable by
		the Bank. Such bidder(s) will be intimated
		the date of opening of Part II: Financial
		bid, through valid email confirmed by them.

Section II - IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

This is an e-procurement event of Reserve Bank of India, Human Resource Management Department, Guwahati. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting your online tender.

1. Process of e-Tender:

A) Registration:

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

NOTE: Technical Bid and Financial Bid have to be submitted online at through MSTC Portal (Common Portal) at www.mstcecommerce.com

- b) Tenderers 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, Guwahati, (before the scheduled time of the e- tender).

Contact Persons (MSTC Ltd.):

SI. No.	Contact Person	Email	Phone No.	Technical Support
1	Shri Prashant Chitranjan, DM	ghyopn2@mstcindia.in	8592888286	
2	Shri Shubhajit Roy, DM	ghyopn1@mstcindia.in	7501524754	0361-2221199
3	Shri Debayan Kar, DM	ghyopn3@mstcindia.in	9831149790	

MSTC Technical Help Desk: 07969066600 (for system settings)

Contact persons (RBI, Guwahati):

- 1. Ms Zinia Baruah, Assistant General Manager, RBI Guwahati. Ph- 8837087380, Email: ziniabaruah@rbi.org.in
- 2. Smt. Sital Sibika Tamsoy, Assistant Manager, RBI Guwahati. Ph. No. 8763843046, Email: sitaltamsoy@rbi.org.in
- 3. Shri. Dushyanth Kumar C, Assistant Manager, RBI Guwahati. Ph. No. 8892860502, Email: dkumarc@rbi.org.in

B) System Requirements:

- i) Operating System: Windows 7 & above.
- ii) Internet Browser: IE-9 and above.
- iii) Digital Signature: Signing type
- iv) JRE 8 update and above software to be downloaded and installed in the system. (File Name- Windows X86 Offline)

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied:

> Tools => Internet Options =>Security => Disable protected Mode If enabled - i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".

C) Other Settings:

- ➤ Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- ➤ To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)
- D) For more details, tenderer may refer to the Tenderer Guide, Video Guide and FAQ available at www.mstcecommerce.com/eprochome
- 2. <u>Special Note towards Transaction fee:</u> 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 Card/ 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.

3. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

- 4. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email 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).
- 5. E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting Tender.

6. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → → Common Portal → Vendor Login → Register → My menu→ Auction Floor Manager → live event →Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the 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. Once both the bids have been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- k) 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.
- I) 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 of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- p) No deviation to the technical and commercial terms & conditions are allowed.
- q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

Place:	
Date:	
Signature and S	eal of Tenderer

Address:



Section III - Instructions to Tenderers

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A. GENERAL

1. Scope of Tender

The Bank invites e-tenders from the eligible tenderers to participate in the process of Installation and Maintenance of Three Coffee/Tea Vending Machines and supply of provisions for the machines including coffee beans, tea bags, milk and other beverages at Main Office Building, Reserve Bank of India, Guwahati. The successful tenderer (also referred to as successful bidder/contractor in this document) shall be responsible for installation, maintenance and repair of the vending machines at a fixed monthly service charge as well as supply of provisions on payment basis for the machines as and when requested on all **working days (Monday to Friday)** or on other days as demanded by the Bank for which prior intimation will be given.

The successful tenderer shall deploy 01 staff (herein after also referred to as machine operator) for operation and maintenance of the Coffee Vending Machines and replenishment of supplies as per requirement.

2. Prohibited Practices

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 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.

3. Eligibility Criteria

- a. The Tenderer/s participating in the bidding process should be registered as a company/partnership firm/proprietorship firm with statutory body of Government of India.
 - In case of a company, the certificate of registration, Memorandum and Articles of Association of the company, and other relevant documents and particulars of all the directors and responsible officials are required to be submitted.
 - ii. In the case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm;
 - iii. and in the case of an Agency or Proprietorship firm, the particulars of the individual/individuals involved therein along with the name(s) and address(es), etc., are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative, who will be liable to perform the contractual obligation in case of the death of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/ right of the Bank to continue the contract with the identified representative/ assignee for the remaining period or till a new agreement is executed, whichever is earlier.
- b. Through the duration of the contract, the successful tenderer shall maintain validity of all the registrations/licenses. Tenderers intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bid. Tenderers participating in the tender need to authorize an official to sign the tender documents and upload them on MSTC. The authorization letter to this effect needs to be uploaded on MSTC web site.
- c. Only those tenderers who fulfil the following pre-qualification criteria are eligible to apply for the tender of estimated value ₹15,00,000/-(Rupees Fifteen Lakh Only) for Installation and Maintenance of Three Coffee/Tea Vending Machines and for supply of provisions for the machines including coffee beans, tea bags, milk and other beverages at Main Office Premises, RBI, Guwahati:-
- i. The tenderer shall have minimum experience of three years as on March 31, 2025 in the field of installation and maintenance of tea/coffee vending machines along with provision of supplies for the same at reputed organizations. If the tenderer has only three years experience, it should be within the last five financial years.

- ii. The tenderers should have successfully executed similar works* in any period during the last five financial years (as on March 31, 2025) as per the following details:
- (a) Three works each costing not less than the amount equal to 40% of the estimated cost annually i.e. ₹6 Lakh each. OR
- (b) Two works each costing not less than the amount equal to 50% of the estimated cost annually i.e. ₹7.5 Lakh each. OR
- (c) One work costing not less than the amount equal to 80% of the estimated cost annually i.e. ₹12 Lakh.
- * Similar Works means Works pertaining to supply, installation and maintenance of coffee/tea vending machines.

The tenderer shall submit/upload requisite documentary proof for the same (Client Certificate/ Work Order/Agreement/ Completion Certificate etc.)

- iii. The client-wise details of similar work/s undertaken, year/s of execution of work/s awarded, and actual value of executed work/s should be furnished as per **Form 1** (Details of Technical Bid). It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and reject such bids.
- iv. Tenderers should have an average annual turnover of atleast ₹ 15 Lakh during the last three financial years (duly supported by audited or CA certified statement of accounts) viz. FY 2022-2023, 2023-2024 & 2024-2025. Duly CA certified Provisional Financial Statement may be submitted for FY 2024-25.
- iv. Tenderers should have applicable and valid registrations and certifications with statutory authorities such as ESIC, EPFO, PAN, GSTIN, FSSAI, ISO certification etc. Documentary evidence and certificates of registration shall have to submitted for the same.
- vi. Tenderers should mandatorily have necessary set-up in Guwahati like a service centre, outlet etc. (duly supported by documentary evidence) to ensure prompt repair/replacement of faulty vending machine/s.
- vii. Tenderers should have their bank account in a scheduled commercial bank.

At any point of time, before opening of the tender (Part-II), if the documents or the information provided by the tenderers are found incorrect/ incomplete, the application would be rejected. If any adverse comment is given by the previous employer, the Bank reserves the right to reject the tender. The Bank's decision in this regard would be final.

viii. All entities will have to pay Earnest Money Deposit (EMD) of ₹30,000/- (Rupees Thirty Thousand Only) through NEFT to following A/c:

A/c Name	NEFT-INWARD RECEIVED
A/c Number	186003001
IFS Code	RBIS0GWPA01

Note- Please read 5th and 10th letter of IFS Code as "Zero"

No entities will be given exemption from payment of EMD.

The tenderers should ensure that they fulfil the pre-qualification criteria before submitting the e-tender online and they should also submit all the relevant details/information along with e-tender. The tenders submitted by tenderer's who do not fulfil the pre-qualification criteria will summarily be rejected.

	B. Contents of Tender Document	
4. Sections of Tender Document	 4.1 The Tender Document consists of the following sections and should be read in conjunction with any Appendices / Annex / Annexure issued in accordance with Section III (Instructions to Tenderers). Section I: Schedule of Tender Section II: Important Instructions regarding e-tender Section III: Instruction to Tenderers Section IV: Detailed Scope of Work, general and specific conditions of contract Section V: Standard Formats 	
5. Clarification of Tender Document and Pre-Bid Meeting	 a. Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address-oldrguwahati@rbi.org.in mentioned in this document or raise enquiries during the pre-bid meeting. b. The tenderers' designated representatives are invited to attend the pre-bid meeting at 11:30 a.m. on April 17, 2025 at HRMD, 4th Floor, Reserve Bank of India, Pan Bazaar, Guwahati - 781001. The purpose of the meeting will be to clarify queries and to answer questions that may be raised 	

	during the meeting. c. The tenderers shall submit questions, if any, in writing, to
	the Bank's email address -

8. Documents comprising the tender to be submitted by the tenderer	 The tender shall comprise the following- Signed Tender Document Technical Bid Details with supporting documents Financial Bid Details Earnest Money Deposit through NEFT to following A/c - Beneficiary Name: Reserve Bank of India, Guwahati Beneficiary Account No: 186003001 IFSC: RBIS0GWPA01 (5th and 10th digits are Zero) Please mention the UTR Transaction details while applying. Other necessary documents as sought for in the tender.
9. Letter of Tender	The tenderer shall submit the tender using the digital signature Class III via e-tendering process without any alterations. All blankspaces 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 III (Para 3), the tenderer should provide the information in the format prescribed in Section V (Standard Formats).

11. Period of Validity of Tenders 12. EMD as	 a) The tender validity period shall be 90 days from the date of opening of tender(Part –I). b) In exceptional circumstances, prior to the expiration of the tender validity period, the Bank may extend the period of validity of tenders subject to feasibility of MSTC e- commerce website. The request and the responses shall be made in writing. c) The tenderer shall not cancel or withdraw the tender during this period or change the quoted rates. Tenderers need to submit necessary EMD and Transaction
Tender Security	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.
	* No Entity is exempted from deposit of EMD amount.
	D. Submission and Opening of Tenders
13. Submission, Sealing and Marking of Tenders	a. Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding e-Tender.
	b. The tenderers must submit their Technical and Financial Bids in the prescribed formats along with copies of necessary documents as indicated in the "Eligibility Criteria" and "Technical Bid" (Part-I). E-Tender with all information shall be submitted on or before the prescribed time and date. c. If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of tender.
14. Deadline for Submission of Tenders	 a. Tenders must be filled online through e-tendering process mentioned in this document, on or before the date and time indicated in this document. b. The Bank may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document.
15. Late Tenders	No tenderer shall be allowed to submit their tender on the e- portal after the stipulated deadline.
16.Tender Opening	The Bank shall open the tender (Part-I) electronically on the notified date in presence of those tenderers / their authorized representatives who choose to be present. Part-II will be opened for those bidders who qualify in Part-I. Date of opening of Part-II will be notified by email to the successful bidders on their valid email address. The decision of the Bank in this regard will be final.
	E. Examination of Tenders
17. Confidentiality	Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on award of

	contract is communicated to all tenderers.	
40.01.151.41	CONTRACT IS COMMINGATED TO AN TEMPORED S.	
18. Clarification of Tenders	a. 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 any 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. b. 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 evaluate technical bids submitted by the tenderer/s and financial bid will be opened only for the tenderer/s who fulfil the requisite qualifying criteria stipulated in the tender document.	
20. Qualification of the Tenderer	The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section III (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.	
	G. Award of Contract	
22. Award Criteria	The Bank shall evaluate the financial bids and shall award work order to lowest bidder subject to the conditions mentioned below. Note:	
	 In the case of any tender where the quoted cost of items is abnormally high or low, the tenders will be considered unbalanced, and the Bank shall have the sole right to summarily reject such tenders without any further intimation to the bidder. In case of two or more tenderers becoming lowest i.e., quoting the same amount after the arithmetical check of financial bid, the tenderer with highest average annual 	

23. Notification	turnover during the last three financial years ending March 31, 2025 will be considered lowest bidder. The Bank's decision in this regard shall be final and binding on all the bidders. a. The Bank shall award work order to lowest bidder subject to
of Award	the conditions mentioned above in Award Criteria. b. 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 as per the Indian Stamp Act within 14 days of award of work. The stamp duty shall be borne and paid by the successful tenderer. 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 and rates will be valid for a period till March 31, 2026, annually extendable up to two more years subject to annual review by the Bank of the performance of the contractor/s one year at a time.
25. Performance Bank Guarantee	a. The successful tenderer shall furnish, at the time of signing the contract, a Performance Bank Guarantee (PBG) for an amount equal to 5% of contract value. The PBG shall be valid for a period of two months after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG. b. Failure of the successful tenderer to submit the Performance Bank Guarantee or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer. c. 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 tenderer or its employees. In the case of any complaint or pending dues, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.

Section - IV

Detailed Scope of Work, General and Specific Conditions of Contract

Before submitting the tender, the tenderer may go through the terms and conditions on which the work will be awarded by the Bank and required to be executed by the successful tenderer. The tenderers may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the 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. Application containing false or inadequate information is liable for rejection. The Regional Director, Reserve Bank of India, Guwahati reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and such decision will be binding on all the parties.

A) Scope of Work

- 1. The contract, if awarded, shall be initially valid for a period till March 31, 2026. 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.
- 2. The successful tenderer shall install three coffee/tea vending machines inside the Bank's Premises at places identified by the Bank and arrange to deploy 1 staff in the Bank's Premises for operation and maintenance of the machines and replenishing supplies and provisions for the same as per requirement.
- 3. The supplier shall be responsible to ensure continuous service and in the absence of any staff, a suitable substitute shall be deployed.
- 4. The Bank generally functions from Monday to Friday & on working Saturday/s and the Bank observes all public holidays declared by the State Government under Negotiable Instruments Act. The tea/coffee vending machines should be operational on all working days from 11.00 AM to 7:00 PM (timings may be changed as per Bank's requirements)
- 5. The quantity of coffee/tea/milk per cup shall be 120 ml. Coffee/ Tea premix shall not be used. Machines should have provision to dispense freshly made coffee using milk and coffee beans and dispense hot milk/water for tea.

E-tender for Installation and Maintenance of Three Coffee/Tea Vending Machines and for Supply of Coffee, Tea & Other Beverages using milk and coffee beans etc. at Main Office Premises, RBI, Guwahati

- 6. Sufficient stock of all provisions including tea bags of different varieties, coffee beans, milk, paper cups, stirrers etc. (as mentioned in Form 3 Financial Bid) offered in the quotation shall be maintained and supplied by the successful tenderer as per orders of the Bank.
- 7. 150 ml paper cups and wooden stirrers shall be made available for the beverages. These cups and wooden stirrers shall be provided by the successful tenderer as per purchase orders of the Bank.
- 8. A local representative of the contractor shall be made responsible for ongoing coordination with the Bank and to ensure efficient services under the contract.

B) Validity of Rates Quoted and Terms of Payment:

- 1. The rates quoted shall be initially valid for the contract period upto March 31, 2026 and will be subsequently renewable for two more years (one year at a time), at mutually agreed rates.
- 2. GST Invoice for supply of provisions and service charge for the machines shall have to be submitted on a monthly basis along with supporting documents, latest by 10th of the succeeding month. Subject to the correctness of the bill, payment shall be generally released within fifteen (15) working days, taking into account time taken for obtaining clarifications, if any, from the contractor in the bill. The decision of the Bank in the payment of bills shall be final.
- 3. GST invoice for supply of manpower for the one staff deployed by the contractor (at prevailing minimum wages of Central Govt. detailed calculation furnished in Annexure II) shall be submitted by 10th of the succeeding month, along with proof of payment of minimum wages and ESI and EPF remittance challans. Upon receipt of satisfactory documentary proof regarding adherence to minimum wages and labour laws, the payment shall be released within 15 working days. The minimum wages shall be subject to revision by the Central Government.
- 4. Any objection regarding the payment received by the successful tenderer may be brought to the notice of the Bank within 10 days from 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.

C) General Conditions of the Contract

- 1. Staff deployed by the contractor shall clean the installed machines daily. Preventive maintenance of machines shall be taken up on a weekly basis by the successful tenderer at his / her own cost. The successful tenderer shall ensure that the machines are regularly cleaned, and hygiene standards are maintained. The successful tenderer shall ensure uninterrupted functioning of machines and shall repair/replace the machines if required at no extra cost to the Bank.
- 2. The staff deployed by the contractor shall maintain personal hygiene and be dressed in proper uniform.
- 3. The successful tenderer shall get medical examination done for the staff to be deployed in the Bank's premises at the time of commencement of work, and on an annual basis thereafter. The cost of health check-up shall be borne by the successful tenderer. The documentary evidence in this regard shall be furnished to the Bank for the first year upon commencement of work and in April every year thereafter. If any staff is replaced, medical check-up shall be carried out within a fortnight of such deployment.
- 4. Bank shall provide water, space and electrical connection for installation and operation of vending machines and for storage of supplies and cleaning materials.
- 5. The Bank shall deduct tax at source and all other taxes, duties as applicable from time to time from the amount payable to the successful tenderer.
- 6. The arrangements with the successful tenderer shall stand terminated in the case of its insolvency.
- 7. The successful tenderer 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 successful tenderer with a notice of 10 days.
- 8. The Bank also reserves the right to terminate the contract by giving a notice of 30 days without assigning any reason/s.
- 9. The successful tenderer shall have the right terminate the contract by giving three month's notice in writing to the Bank.
- 10. The successful tenderer shall submit details, such as names, residential address, age, etc., along with recent photographs of its staff to be deployed in the Bank's

- premises after award of work and before commencement of work. To ensure proper identification of the deployed staff, the contractor shall issue identity cards bearing their photographs and other details and such employees shall always display their identity cards while in the Bank's premises.
- 11. The successful tenderer shall ensure that police verification is completed for the deployed staff/s and shall be responsible for their conduct/irregular behavior. A copy of the Police Verification report shall be submitted to HRMD, Guwahati within 15 days of commencement of work or deployment of new staff in RBI Premises during the contract period. The availability of valid police verification report at any point of time for the deployed staff shall be ensured by the contractor.
- 12. The staff deployed by the successful tenderer for the services mentioned above shall be the employees of the successful tenderer for all intents and purposes and the staff so deployed shall remain under the control and supervision of the successful tenderer and in no case shall a relationship of employer and employee between the said staff and RBI Guwahati accrue/arise implicitly or explicitly. It shall be the responsibility of the successful tenderer to ensure that no liability on this account should devolve on RBI, Guwahati in any manner whatsoever.
- 13. In case any of the staff so deployed by the successful tenderer does not meet the efficiency professed, implied or expressly, by the successful tenderer or does not perform his/her duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the successful tenderer shall immediately withdraw such staff(s) and take suitable action against such staff(s) upon report from RBI, Guwahati in this respect. Further, the successful tenderer shall immediately replace such staff in RBI, Guwahati.
- 14. The successful 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.
- 15. The Performance Bank Guarantee furnished by the successful tenderer shall be invoked in the event of unsatisfactory performance of the successful tenderer or in the event of loss/ damage, if any, sustained by the RBI, Guwahati on account of failure or negligence of the workers deployed or in the event of breach of the agreement by the successful tenderer.

D) Compliance to minimum wages and other statutory provisions:

- 1. The successful 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 successful tenderer shall pay the minimum wages and all other dues which the staff 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 staff deployed in the Bank's premises. The successful tenderer shall pay the wages to the staff 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.
- 2. The successful tenderer 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, Guwahati for having paid all the dues to the persons deployed for the work under the agreement. This obligation is imposed on the successful tenderer to ensure that it is fulfilling commitments towards his employees so deployed as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. The successful tenderer shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and the rules made thereunder by the Govt. from time to time at its own cost.
- 3. In the event of the successful tenderer 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.
- 4. The successful tenderer 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 successful tenderer shall be solely responsible for any violation of provision of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Guwahati 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 successful tenderer's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules/ regulations/ or any bylaws or rules framed under any of these, the RBI, Guwahati shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the successful tenderer's monthly payment and Security Deposit (invocation of Performance Bank Guarantee).

5. The successful tenderer, as per the Child Labour (Prohibition and Regulation)
Act 1986, shall not engage a person below the age of 18 years.

E) Compliance with the provisions of Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013:

- a) The successful tenderer shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal Act, 2013)".
- b) 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 successful tenderer and the successful tenderer shall ensure appropriate action under the said Act in respect to the complaint.
- c) 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.
- d) 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 successful tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the successful tenderer is proved.
- e) The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

F) Indemnity and Conduct of Staff/s in Main Office Premises:

- 1. The successful 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 persons and property of RBI, Guwahati.
- 2. The successful tenderer shall remove all their workers from the premises of RBI Guwahati upon termination of the contract or on expiry of the contract and ensure that no such persons shall create any disruption / hindrance / problem of any nature in RBI, Guwahati either explicitly or implicitly.
- 3. The successful tenderer shall keep the RBI, Guwahati, indemnified against all claims whatsoever in respect of the employees deployed by the successful tenderer. In case any employee of the successful tenderer so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the successful tenderer to contest the same. In case RBI, Guwahati is made party and is supposed to contest the case, the RBI, Guwahati 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 successful tenderer to RBI, Guwahati on demand. Further, the successful tenderer shall ensure that no financial or any other liability comes on RBI, Guwahati in any respect and shall keep RBI, Guwahati indemnified in this respect.
- 4. The successful tenderer 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, Guwahati.

G) Non Disclosure and Confidentiality:

1. The successful tenderer and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank's infrastructure/systems/Standard Operating Procedures/equipments etc., 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 successful tenderer has obtained, except as authorized by the Bank or as required by law. The successful tenderer shall not publish, permit to be published, or disclose the particulars of the work in any trade or technical paper or elsewhere without the previous written consent of the Bank. This obligation on the part of the successful tenderer and its staff shall apply during the term of Agreement and indefinitely upon the termination of Agreement. The successful tenderer shall indemnify the employer for any loss suffered by the employer as a result of disclosure of any confidential information.

H) Arbitration:

1. In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the sole arbitrator appointed by the Regional Director, RBI, Guwahati or his / her nominee. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or being unable to act for any reason whatsoever, the Regional Director, RBI, Guwahati shall appoint another person to act as arbitrator in place of the out-going arbitrator and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by its predecessor. The arbitrator shall give interim awards and / or directions, as may be required. The aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

I) Insurance:

- 1. The successful tenderer shall, at their own expense, take "all-risk policy" for the "estimated value of contract" and "workmen compensation policy for workers engaged in the work for the contract period, to be renewed thereafter if the contract is renewed by the Bank. 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. Insurance shall be in the joint names of the Bank and the successful tenderer (the name of the former i.e. RBI being placed first in the policy).
- 2. The Contractor shall indemnify the Bank for any loss or damage that occurs to person(s) or building or a third party during the period of contract. If the Contractor does not take out these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the contractor. Copy of the insurance policy is to be submitted to the Bank within a month from award of contract, failing which, the Bank reserves the right to terminate the contract.

3. Bank shall not be responsible for any injury, accident, disability or loss of life to the contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them and submit a proof to this effect.

J) Jurisdiction:

1. This agreement shall be subject to the jurisdiction of the courts at Guwahati.

K) Force Majeure:

2. 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 the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

L) Disclaimer

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 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. RBI reserves the right to modify, amend or supplement this document including all formats and Annex. 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.

2. The agreement should not be construed by the Contractor to interpret as having received employment from the Bank or as any claim on the Bank's property. On completion of the contract or whenever the Bank decides, the Contractor and his staff will immediately vacate the premises and hand over all the items earlier handed over to him by the Bank.

M) Increase in rates during the Contract:

1. No escalation in rates will be permitted during the first year of the contract period. Also, no subsidy of any kind will be given by the Bank. However, should there be an unprecedented rise in the price of material items over a long period, the contractor can put in a request to the Bank for a <u>reasonable</u> increase in the rate for consideration in the second year. Any decision in this regard by the Bank shall be final, conclusive, and binding on the tenderers.

N) Assignment:

1. The whole of the works included in the contract shall be executed by the successful tenderer and it shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank. Notwithstanding the above, the decision of the Bank to grant such permission shall be final and binding on the successful tenderer.

O) Penalty:

1. If any deficiency in service/ performance is found or in case of a complaint regarding quality of consumables used, poor or non-maintenance of machine, unavailability of deployed operator or any similar issues, then the Bank may impose a penalty as per the Annexure I. The amount of penalty may be recovered either from the monthly bill payment or from the Performance Bank Guarantee. If repeated complaints/ lapses in performance are found then the Bank reserves the right to terminate the agreement by giving 10 days notice in writing, however, the Contractor shall continue to discharge its/his obligations during the notice period unless dispensed by the Bank.

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 V:

Standard Formats

Form 1 (including <u>Annex- A</u> , <u>B</u> , <u>C</u> , <u>D</u>)	Details of Technical bid		
Form 2	Proforma of Performance Bank Guarantee		
Form 3	Details of Financial bid		
Annexure I	Penalties		
Annexure II	Calculation Sheet for Minimum Wages		

Form 1

Part - I - Technical Bid

E- Tender for Installation and Maintenance of Three Coffee/Tea Vending Machines and for Supply of Coffee, Tea & Other Beverages using milk and coffee beans etc. at Main Office Premises at Reserve Bank of India, Guwahati

From	
•••••	
To,	
The Regional Director	
Reserve Bank of India	
Pan Bazar, Guwahati-781 0	01

SI. No.	Particulars	Details to be filled in bythe tenderer
1	Name and registered office address of the Company/ Firm/ Agency along with telephone numbers and email	
2	Type of organization – (whether Proprietorship Firm/ Partnership Firm /Pvt./Public Ltd Company).	
3	Date of establishment/ incorporation	
4	Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of sole Proprietorship). Please enclose relevant documents in support of the same.	
5	Name of the proprietor/ partners/ directors of Organization with designation	
6	Name, designation, address, telephone numbers and email of authorized person of company/ firm/ agency to deal with	
7	Address of Local Office/Set-up at Guwahati	

8	PAN No. (enclose copy of PAN Card	
	issued by Income Tax Department)	
9	PF Account No.	
10	ESI Number	
11	License number under Contract Labour	
''	(R&A) Act (if applicable)	
12	GSTIN No.	
13		
13	NEFT Details- Account No. & IFSC where payments will be received byorganization	
14	Annual Turnover of last three financial	
	years	
	FY 2022-2023	
	FY 2023-2024	
	FY 2024-2025	
	(Duly supported by audited or CA certified statement of accounts; provisional for	
	2024-25)	
15	Income Tax Returns of last three	
	financial years	
	FY 2022-2023	
	FY 2023-2024	
	FY 2024-2025	
	(Duly supported by audited or CA certified	
	statement of accounts; provisional for 2024-25)	
16	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 should be	
	submitted. The details along with	
	documentary evidence of previous	
	experience of similar services for the	
	Reserve Bank of India at any other centre	
	or government/ public sector	
17	undertakings/banks should also be given.	
''	Name and details of Bankers (Annex A)	
	Bankers Certificate regarding financial	
	standing of the tenderer is to be given by the Banker on its letter head through	
	email as per format attached with this	
	Tender Document (Annex B)	
	Tondor Doddinont (Minox D)	

Copies of Documents required to be submitted online for Technical Bid

- 1. Audited annual financial statements for FY 2022-2023, FY 2023-2024 & FY 2024-2025
- 2. Income Tax Returns of last three Financial Years i.e. FY 2022-2023, FY 2023-2024 & FY 2024-2025
- 3. Banker's Certificate on financial standing (as per prescribed format in Annex B to Form I)
- 4. Details of Bankers (as per prescribed format in Annex A of Form I)
- 5. Client Feedback from top three clients (as per prescribed format in Annex C of Form I)
- 6. List of Clients served in last 5 years (Annex D)
- 7. Copy of the PAN, GSTIN Registration wherever applicable
- 8. Document in support of ESIC, PF, CLRA; ISO certification/SQF certificate.
- 9. Signed copy of the tender document.
- 10. Any other document/s (please specify)

Note:

- 1) The Bank reserves the right to call for proof / verification of any of the abovementioned particulars.
- 2) Form I → All fields to be duly filled and all documents to be uploaded on MSTC portal while submitting the technical bid.

(It should be printed on the official letter head of the firm) 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 the tenderer. I/We also agree to keep the earnest money during the entire period of validity of tender.
- 4. We have deposited a sum of ₹30,000/- (Rupees Thirty Thousand Only) as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Bank.
- 5. 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.

Signature

Name and seal of the Tenderer

Form 1 - Technical Bid - Annex-A

Details of Bankers

(To be given on tenderer'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 has been banking with the Banker (Specify number of years).		
Any other information which the service provider may like to furnish about its Bankers.		

Form 1- Technical Bid- Annex-B

Format of Banker's Certificate from a Scheduled Bank

(To be arranged by the Tenderer)

(To be given by the banker on its letter head through e-mail at oldrguwahati@rbi.org.in

- 1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)
- 2. Name/s of the Proprietor/ Partners/ Directors of the firm.
- 3. Turnover of the firm for the last 3 financial 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 installation of coffee vending machine and allied services estimated to cost ₹15 Lakh annually.

(Signature)

Authorized 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.

Form 1 - Technical Bid - Annex C

Client's Certificate regarding Performance of the Contractor

(To be given on its letterhead by the client served by the tenderer) (The same may be mailed to oldrguwahati@rbi.org.in)

1. Name & address of the Client-
2. Details of Works executed by the Contractor-
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 fordeficiencies 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-

(Authorized Signatory of the Client)

Form 1 - Technical Bid - Annex D

<u>Details of similar works executed in the last 5 years ending</u> on March 31, 2025

SI. No.	Name of Client	Year(s) of execution of work(s)	Value of work(s) executed	Name and contact details of officials/authorities under whom the work(s) was/were executed

Place:	Signature and seal of the tenderer
Date:	

Note: To be duly submitted with supporting documents as mentioned in Para 3 (c)(ii) of Eligibility Criteria in Section III (Instructions to Tenderers)

Form-2

Proforma of Performance Bank Guarantee

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)
NoDate
То:
The Regional Director Reserve Bank of India Guwahati
Madam/Dear Sir,
In consideration of your agreeing to empanel M/s
1. We undertake to indemnify you and keep you indemnified from time to time to the extent
of ₹
intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹ (Rupees
) 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 two months 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.
- 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 surety-ship 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 shallnot 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 is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
- 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.
- 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

Penalties

SI. No.	Type of deficiency / irregularity	inianoiai yoai	
1	Poor quality of consumables supplied	₹ 1000/- per instance and other action as the Bank may deem fit	₹10000/- per instance and other action as the Bank may deem fit
2	Non-compliance to payment of statutory minimum wages and failure for submission of supporting documents within stipulated timeline	•	₹10000/- per instance and other action as the Bank may deem fit
3	Improper upkeep and cleaning / Non-maintenance of vending machine	•	₹10000/- per instance and other action as the Bank may deem fit
4	Non deployment of machine operator as per the agreement or non-availability of such staff on any working day	•	₹10000/- per instance and other action as the Bank may deem fit
5	Down-time of any vending machine beyond T+1 day, T being the day of reporting by the Bank	•	₹10000/- per instance and other action as the Bank may deem fit

Form 3 – Financial Bid

e-Tender for Installation and Maintenance of Three Coffee/Tea Vending Machines and Supply of Coffee, Tea & Other Beverages using milk and coffee beans etc. at Main Office Premises, RBI, Guwahati

Consumables / Beverages to be Supplied	Indicative average annual consumption (A)	Rates inclusive of GST (B) (in ₹)	Total (A × B) (in ₹)
Paper Cups - 150 ml (Per 100 Cups Rates)	1450 Packets (100 Cups/Packet)	Per 100 Cups	
Sugar Sachets - 5 gms (Per Kg rates)	500 Kgs	per Kg	
Arabica Coffee Beans (Kg)	360 Kgs	per Kg	
L Milk Tetra Pack (Amul, Goodlife or Other reputed brands)	2680 Litres	per Litre	
Tea Bags (Black Tea Assam/ Darjeeling) 100 per packet	168 Packets (100 Tea Bags/Packet)	per 100 bags	
Tea Bags (Green Tea/ Ginger Tea/others) – 100 per packet	175 Packets (100 Tea Bags/Packet)	per 100 bags	
Wooden Stirrers (100 per packet)	750 Packets (100 Stirrers per packet)	per 100 pieces	
Service Charge per Coffee Vending Machine per annum	03 Machines	per machine per annum	
		<u>Total</u>	

#The wages of the one staff deployed by the vendor at RBI premises for operating the machines be fixed as per minimum wages for unskilled labour and reimbursed by the Bank upon receipt of GST invoice. There is no need to quote any rates for the same in the financial bid.

@ Bank will	not provide	any minimum	guarantee	on the	annual	consumpt	ion of
consumables	s. The figures	s above are inc	licative.				

Date:			
Place:			

Signature of the Tenderer

^{*}Rates to be quoted per unit as per units mentioned in the Rates column above

Note-

- 1. Rates should be quoted in whole numbers.
- Tenderers are advised to consider the tentative monthly consumption of the items given above while quoting the rates. However, the Bank will not give any minimum commitment on the tentative monthly consumption. Payment will be made on the basis of actual consumption only.
- 3. The amount quoted should be **inclusive of GST**.
- 4. Conditional bids shall be treated as invalid.
- 5. Please note that, if own brand of tea bag/coffee and other consumables is not used, products of reputed brands may be used and quotations to be submitted accordingly.

Calculation of minimum wages (reimbursed by the Bank upon receipt of GST invoice and other requisite documents)

SI. No.	Particulars	Number of persons required	Daily Wages per employee (as on October 01, 2024) as per minimum wages act	Salary per worker ₹ (for 26 days)	Total Amount
A	UnSkilled (Coffee/Tea Vending Machine Operators)	1	655	₹ 17,030/-	₹ 17,030/-
В	Total Labour Cost (A)	₹ 17,030/-			
С	* EPF contribution @12.5% 75,000/-	(subject to maximum ceiling of ₹15000.00 salary per month or any other amount specified by EPFO from time to time) Not applicable if salary exceeds ₹21000.00 or any other amount specified by ESIC from time to time)		₹ 1,875/-	
D	* EDLI contribution @ 0.5% of ₹ 75,000/- (5 persons x 15000 minimum wages)			₹ 75/-	
F	** ESI Contribution @3.25% of C			₹ 553/-	
G	*** Bonus (If applicable) @8.33% of C				₹ 1,418/-
Н	Total Salary Component p	₹ 20,952/-			
I	GST on H	₹ 3,771/-			
J	Monthly Cost inclusive of C	₹24,723/-			
K	Total Annual Cost (inclusiv	₹ 2,96,681/-			

^{*} Employer must deposit EPF @13% (12% + 0.5% EDLI + 0.5% Administrative charges) for those employee/s whose monthly salary is less than or equal to ₹15000/-. If the salary is more than ₹15000/- EPF and EDLI contribution shall be calculated on ₹15000/- only i.e. ₹1800/- per month maximum (for EPF) and ₹75/- per month (for EDLI) or any other amount specified by EPFO from time to time.

**Employer must contribute ESIC @ 3.25% monthly for those employee/s whose monthly salary is less than or equal to ₹21000/-. (Not applicable if salary exceeds ₹21000/- or any other amount specified by ESIC from time to time).

***All employee/s whose monthly salary is less than or equal ₹21000/- and who has worked for not less than 30 days in an accounting year, shall be eligible for bonus for minimum of 8.33% of the salary/wages. Employees with more than ₹21000/- monthly wage are not eligible for Bonus.

The cost of labour/workforce will be reimbursed only on an actual basis on production of proof of payment as per the statutory rates. In case any statutory payment is not applicable for any tenderer or labour category, the same would not be reimbursed even if the same is quoted in the price bid.

For Labour Component, the Bank shall reimburse in full the 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.