



भारतीय रिज़र्व बैंक
मानव संसाधन प्रबंध विभाग, चेन्नै

निविदा सूचना

भारतीय रिज़र्व बैंक, चेन्नै में स्टाफ कैंटीन में खानपान सेवाएं प्रदान करने के लिए ई-निविदा

भारतीय रिज़र्व बैंक, चेन्नै निम्नलिखित कार्य के लिए पात्र ठेकेदारों से ई-निविदा मोड के माध्यम से दो-भाग निविदा आमंत्रित करता है जो नीचे विनिर्दिष्ट न्यूनतम पूर्व-योग्यता मानदंडों को पूरा करते हैं। जिस कार्य के लिए बोलियां आमंत्रित की जाती हैं उसका मुख्य ब्यौरा और बोलीदाता के लिए महत्वपूर्ण अनुदेश निम्नानुसार हैं:

अ)	विभाग का नाम	मानव संसाधन प्रबंध विभाग (एचआरएमडी), भारतीय रिज़र्व बैंक, चेन्नै।
आ)	ई-निविदा संख्या:	आरबीआई/चेन्नई क्षेत्रीय कार्यालय/एचआरएमडी/3/23-24/ईटी/488
इ)	ई-निविदा का नाम (कार्य का विवरण)	भारतीय रिज़र्व बैंक, चेन्नै के स्टाफ कैंटीन में खानपान सेवाएं प्रदान करने के लिए ई-निविदा
ई)	निविदा का प्रकार	https://www.mstcecommerce.com/eproc (एमएसटीसी पोर्टल) के माध्यम से ई-प्रोक्योरमेंट सिस्टम ऑनलाइन (भाग I - तकनीकी बोली और भाग II - वित्तीय बोली)
उ)	पार्टियों को डाउनलोड करने के लिए एनआईटी उपलब्ध होने की तिथि	07 फरवरी, 2024 को सुबह 11:00 बजे से
ऊ)	निविदा का अनुमानित मूल्य	₹50,00,000/- (रुपये पचास लाख मात्र) (लगभग)। (प्रारंभ में 01 अप्रैल 2024 से 31 मार्च 2025 तक एक वर्ष के लिए और एजेंसी द्वारा संतोषजनक कार्यनिष्पादन और आरबीआई, चेन्नै के विवेक के अधीन, दो साल तक यानी 31 मार्च 2027 (एक बार में एक वर्ष) तक बढ़ाया जा सकता है।
ऋ)	बयाना जमाराशि	एनईएफटी द्वारा ₹1,00,000/- (एक लाख रुपए मात्र) लाभार्थी का नाम: एनईएफटी आवक खाता

		<p>लाभार्थी एसी नंबर: 186003001</p> <p>आईएफएससी: RBIS0CNPA01 (5वां और 10वां अंक शून्य है)</p> <p>टिप्पणियां: विवण "ओएलडीआर – निविदा – कैटरिंग सेवाएं" के रूप में दर्ज करें ईएमडी को प्रेषित करने का प्रमाण एमएसटीसी पोर्टल में अपलोड किया जाना है। बोलीदाताओं को यह भी सूचित किया जाता है कि वे लेनदेन संख्या (स्कैन की गई प्रति) के साथ अंतरण का प्रमाण ईमेल आईडी: oldrchennai@rbi.org.in पर भेजें</p>
ल)	https://www.mstcecommerce.com/eprocn पर तकनीकी बोली और वित्तीय बोली की बोली शुरू होने की तारीख	23 फ़रवरी 2024 को 05:00 अपराह्न
एँ)	ईएमडी जमा करने की अंतिम तिथि	04 मार्च 2024 को शाम 05:00 बजे
ऐ)	तकनीकी बोली और वित्तीय बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के समापन की तिथि	04 मार्च 2024 को शाम 05:00 बजे
ए)	बोली-पूर्व बैठक (ऑफ़लाइन)	<p>इच्छुक बोलीदाता जिन्होंने बैंक के प्रामाणिक स्रोत से इसका समाधान प्राप्त करने का विकल्प चुना है, को निविदा के विभिन्न पहलुओं को स्पष्ट करने के लिए एक बोली-पूर्व बैठक आयोजित की जाएगी।</p> <p>बोली-पूर्व बैठक की तिथि और समय: 22 फरवरी 2024 को सुबह 10:30 बजे बोली पूर्व बैठक का स्थान: भारतीय रिज़र्व बैंक, मानव संसाधन प्रबंध विभाग, सम्मेलन कक्ष नंबर 1, दूसरी मंजिल, फोर्ट ग्लासिस, राजाजी सालै, चेन्नै-600001।</p>

		<p>अस्वीकरण: केवल बोली-पूर्व बैठक में सहभागिता, संविदा प्रदान करने की गारंटी नहीं होगी और यह निविदा में उल्लिखित शर्तों एवं निबंधनों के अधीन है।</p> <p>बोली-पूर्व बैठक में सहभागिता केवल स्वैच्छिक है और इसमें भाग लेने के लिए सभी व्यवस्थाएं, इच्छुक बोलीदाताओं द्वारा की जानी चाहिए।</p> <p>बोली पूर्व बैठक संपूर्ण निविदा के किसी प्रावधान पर प्रमाणिक / प्राधिकृत बैंक स्रोत से स्पष्टीकरण प्राप्त करने का केवल एक मंच है और बैंक किसी भी परिस्थिति में किसी भी शर्तों एवं निबंधनों में छूट देने के लिए किसी भी दावे को हतोत्साहित करता है।</p> <p>बैठक की तिथि और समय परिवर्तन के अधीन है। यदि बैंक आवश्यक समझे तो अपने विवेक से बोली पूर्व बैठक को रद्द कर सकता है।</p>
ऐ)	भाग I (यानी, तकनीकी बोली) के खुलने की तिथि और समय	05 मार्च 2024 को सुबह 11:00 बजे
ऑ)	भाग-II (वित्तीय बोली) के खुलने की तिथि और समय	भाग-II (वित्तीय बोली) इलेक्ट्रॉनिक रूप से केवल उन्हीं बोलीदाता (बोलीदाताओं) के लिए खोली जाएगी जिनका भाग-I (तकनीकी बोली) भारतीय रिज़र्व बैंक, चेन्नै द्वारा स्वीकार्य पाया जाता है। ऐसे बोलीदाता (बोलीदाताओं) को उनके द्वारा दिए गए वैध ई-मेल के माध्यम से भाग-II (वित्तीय बोली) खोलने की तारीख के बारे में सूचित किया जाएगा।
ओ)	निविदा की वैधता	निविदा के भाग-I (तकनीकी बोली) के खुलने की तारीख से 90 दिन
ओ)	लेनदेन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे / एनईएफटी / आरटीजीएस के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान।

2. बोलीदाता जो निम्नलिखित न्यूनतम पूर्व-योग्यता मानदंडों को पूरा करते हैं, वे निविदा प्रक्रिया में भाग लेने के लिए पात्र होंगे।

क्रमांक	मानदंड	अपेक्षा
1.	पूर्वानुभव की अवधि	इच्छुक आवेदक को सरकारी विभागों / बैंकों / प्रतिष्ठित सार्वजनिक / निजी क्षेत्र के संस्थानों को समान कार्य प्रदान करने में न्यूनतम 3 वर्ष का अनुभव के साथ वे प्रोपराइटरशिप / पार्टनरशिप / एलएलपी / प्राइवेट लिमिटेड / लिमिटेड कंपनी / फर्म / पब्लिक कंपनी होना चाहिए।
अनुबंधों के लिए, कृपया निविदा दस्तावेज़ देखें		

(i) *इसी प्रकार के कार्य का अर्थ होगा सरकारी विभागों/बैंकों/प्रतिष्ठित सार्वजनिक/निजी क्षेत्र के संस्थानों/संगठनों को खानपान सेवाएं प्रदान करना या स्टाफ कैंटीन या कैफेटेरिया चलाना।

(ii) समान कार्य की लागत की गणना करते समय, समान कार्य (ऊपर उल्लिखित) की परिभाषा में शामिल कार्यों के अलावा निष्पादित कार्य के घटकों की कटौती की जाएगी। बोलीदाता इसके समर्थन में कार्य की लागत का सार प्रस्तुत करेगा।

(iii) बैंक को जब कभी आवश्यक समझे उक्त दस्तावेज़ों की प्रामाणिकता का सत्यापन करने / करवाने का अधिकार होगा।

(iv) बैंक के पास बोलीदाताओं के अर्हक कार्य (कार्यों), बैंकर (बैंकरों) की रिपोर्ट, यदि वांछित हो, के लिए ग्राहकों से कार्यनिष्पादन रिपोर्ट प्राप्त करने का अधिकार सुरक्षित है। बैंक, बोलीदाता द्वारा अपनी बोली में उल्लिखित अपने कार्य पात्र/अर्हक कार्यों का स्वयं निरीक्षण भी कर सकता है।

(v) यह स्पष्ट किया जाता है कि आवेदक द्वारा अपने इन-हाउस या पूंजीगत उपयोग के लिए निष्पादित कार्य को समान कार्यों के पूरा होने के कार्य अनुभव के प्रयोजन के लिए नहीं माना जाएगा।

(vi) यदि पूर्ण विवरण प्रस्तुत करने के लिए प्रारूप में स्थान अपर्याप्त है, तो वही जानकारी बैंक द्वारा निर्धारित प्रारूप के अनुसार कागज की एक अलग शीट पर प्रस्तुत की जा सकती है, जो मुहर के साथ विधिवत हस्ताक्षरित है, स्कैन की जा सकती है और सहायक दस्तावेज़ों के साथ अपलोड की जा सकती है।

(vii) यहां तक कि, यदि किसी कॉलम में कोई सूचना नहीं दी जानी है, तो उस कॉलम में **शून्य** या **ऐसा कोई मामला नहीं** प्रविष्टि की जानी चाहिए। यदि बोलीदाता के मामले में कोई विवरण/प्रश्न लागू नहीं होता है, तो इसे **'लागू नहीं'** के रूप में बताया जाना चाहिए।

(viii) बोलीदाता द्वारा प्रस्तुत बोली जो उपर्युक्त पूर्व अर्हता मानदंड को पूरा नहीं करती पाई जाती है, उसे अयोग्य घोषित कर दिया जाएगा। झूठी और/या अधूरी जानकारी वाली बोलियां अस्वीकृति के लिए उत्तरदायी हैं।

(ix) पूर्ण ब्यौरे के लिए कृपया निविदा दस्तावेज, तकनीकी बोली और वित्तीय बोली देखें। इसके अलावा, शुद्धिपत्र / परिशिष्ट, यदि कोई हो, को बैंक की वेबसाइट www.rbi.org.in पर 'निविदाएं' और <https://www.mstcecommerce.com/eprocn> लिंक के तहत होस्ट किया जाएगा। बैंक सबसे कम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा के पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी एक या सभी निविदाओं को अस्वीकार करने का भी अधिकार सुरक्षित रखता है।



बेटी बचाओ
बेटी पढ़ाओ

Reserve Bank of India
Human Resource Management Department
Chennai

**e-Tender for Providing Catering Services at Staff Canteen in Reserve Bank of India,
Chennai**

Reserve Bank of India, Chennai Regional Office (hereinafter called “the Bank”), invites e-Tender under two-bid system (technical & financial Bid) for ‘Providing Catering Services at Staff Canteen of Reserve Bank of India, Chennai’. For more details, please visit “TENDERS” link on our website <https://www.rbi.org.in>. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eproc>). All interested agencies must register themselves with MSTC Ltd through the abovementioned website to participate in the tendering process.

Agencies intending to apply may refer tender document for the *eligibility criteria* and will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

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

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Chennai

DISCLAIMER

Human Resource Management Department (HRMD), Reserve Bank of India, Chennai has prepared this document to give background information on the Project to the interested parties.

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



Reserve Bank of India, Chennai
Human Resource Management Department

e-Tender for Providing Catering Services at Staff Canteen in RBI, Chennai

Table of Contents

Section/Annexure	Description	Page No.
Section I	Form of Tender	1-3
Section II	Notice Inviting Tender (NIT)	4-6
Section III	Important Instructions for E-tendering	7-11
Section IV	Pre-Qualification Criteria/Technical Requirement	12-15
Section V	Scope of work & Services by Contractor	16-19
Section VI	General Terms and Conditions	20-31
Section VII	Instructions for Bidders	32-40
Section VIII	Articles of Agreement	41-49
Form-I	Technical Bid Form (Part-I)	50-52
Annexure I	Details of Bankers	53
Annexure II	Form of Bankers' Certificate from a Scheduled Bank	54
Annexure III	Client's Certificate Regarding Performance of Tenderer(s)	55
Annexure IV	Checklist of documents to be submitted	56
Annexure V	Instructions on Financial Bid	57
	Financial Bid (Part -II)	58-60
	Wage Component	61-62
	Process of Selection of L1 Bidder	63-64
Annexure VI	Permissible Brand of Consumables	65
Annexure VII	Kitchen Equipment/Articles provided by Bank	66
Annexure VIII	Proforma for Performance Bank Guarantee	67-70
Annexure IX	Declaration for Non – Conviction of any Offense/ Pending Case	71
Annexure X	Penalties	72
Annexure XI	Declaration	73
Annexure XII	Schedule of Quantities	74-75
Annexure XIII	Contact Details	76

Section I

Form of Tender

Smt. Uma Sankar
Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai– 600001

Place:

Date:

Madam,

We have carefully examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum for the time specified in the said memorandum at the rates mentioned in Part II of the tender and in accordance with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and, conditions herein before referred to, specifications, schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

Memorandum

(a)	Description of works	Providing Catering Services at Staff Canteen of Reserve Bank of India, Chennai
(b)	Estimated cost of work	₹50,00,000/- (Rupees Fifty Lakhs Only)
(c)	Earnest Money Deposit (EMD)	₹1,00,000/- (Rupees One Lakh only) by NEFT towards Reserve Bank of India, HRMD – OLDR Section, Chennai.

(d)	Validity of contract	Initially for 12 months from April 01, 2024 to March 31, 2025 and may be extended for a further period of up to two years i.e., till March 31, 2027 (one year at a time) subject to satisfactory performance by the Contractor and at the discretion of the Bank.
(e)	Security Deposit / Performance Bank Guarantee	5% of the contract value (to be submitted only by the successful Contractor)

We undertake to deposit a sum of ₹1,00,000/- (Rupees One Lakh only) as EMD with the Reserve Bank of India through NEFT in favor of Reserve Bank of India, Chennai.

2. We also agree that 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 between the Bank and us in writing.

3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sum of money as stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/We understand that Reserve Bank of India reserves the right to accept or reject the lowest bid and any or all of the tender either in whole or in part without assigning any reason thereof.

5. The Tender is submitted online in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the financial bid in the Bank's pro-forma.

Dated: this _____ day of _____ 2024.

For and on behalf of M/s (Company Name)

(Signature with seal)

Name:

Designation:

Place:

Date:

Witnesses: -

(1) Signature with name, address and date

(2) Signature with name, address and date



Section II

Reserve Bank of India

Human Resource Management Department, Chennai

NOTICE INVITING TENDER (NIT) & SCHEDULE OF TENDER (SOT)

Name of the Department	Human Resource Management Department, Reserve Bank of India, Chennai.
e-Tender no:	RBI/Chennai Regional office/HRMD/3/23-24/ET/488
e-Tender name	Providing Catering Services at Staff Canteen of Reserve Bank of India, Chennai
Mode of Tender	e-Procurement System Online (Part I – Technical Bid and Part II - Financial Bid through https://www.mstcecommerce.com/eprocn)
Date of NIT available to the parties to download	11:00 AM on February 07, 2024 onwards
Estimated value of tender	₹50,00,000/- (Rupees Fifty Lakhs Only) (approximately). Initially for 12 months from April 01, 2024 to March 31, 2025 and may be extended for a further period of up to two years i.e., till March 31, 2027 (one year at a time), subject to satisfactory performance by the Contractor and at the discretion of RBI Chennai.
Earnest Money Deposit (EMD)	₹1,00,000/- (Rupees One Lakh only) by NEFT towards:

	<p>Beneficiary Name: NEFT Inward Account</p> <p>Beneficiary Ac No: 186003001</p> <p>IFSC: RBIS0CNPA01 (5th and 10th digit is Zero)</p> <p>Remarks: Enter Narration as <u>“OLDR-Tender - Catering Services”</u></p> <p><i>The proof of having remitted the EMD is to be uploaded in MSTC portal. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to the email ID: oldrchennai@rbi.org.in</i></p>
Last date for submission of EMD	05:00 PM on March 04, 2024
Bidding start date of Technical Bid and Financial Bid at https://www.mstcecommerce.com/eprocn	05:00 PM on February 23, 2024
Date of closing of online e-Tender for submission of Technical Bid & Financial Bid	05:00 PM on March 04, 2024
Date & time of opening of Part I (Technical Bid)	11:00 AM on March 05, 2024
Date & Time of opening of Part- II (Financial Bid)	<p>Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Chennai.</p> <p>Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.</p>

Pre-Bid Meeting (Offline)

A pre-bid Meeting will be held, for clarifying various aspects of the tender to the interested bidders, who chose to get the same resolved from authentic source of the Bank.

The Date and Time of the Pre-Bid Meet:

10:30 AM on February 22, 2024

The Venue of the Pre-bid Meet: Reserve Bank of India, Human Resource Management Department, Conference Room No 1, Second Floor, Fort Glacis, Rajaji Salai, Chennai-600001.

Disclaimer: A mere participation in the Pre-Bid Meeting would not guarantee an award of contract and the same is subject to the terms and conditions mentioned in the tender.

Participation in the Pre-Bid Meeting is only voluntary and all arrangement for attending the same must be made by the interested bidders.

The Pre-Bid meeting is only a forum for getting clarification on any provision in the entire tender from authentic/authorized Bank source and the Bank discourages any claims for relaxing any of the terms and conditions under any circumstances.

Date and time of the meeting is subject to change.
The Bank if it deems necessary may at its discretion cancel the Pre-bid Meeting.

Section III

Important instructions for E-Tendering

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

Process of e-Tender:

A) It is notified that the current version of MSTC V2 Portal has been upgraded to MSTC V3 Portal with effective from September 1, 2023. Consequently, the V2 portal will no longer be available and the upcoming tenders will be floated only through MSTC's V3 portal. To take part in e-tenders that are published by the Bank, **vendors should register themselves on the MSTC V3 portal,** <https://www.mstcecommerce.com/eprocn>. Vendors are advised to keep checking the latest guidelines from the website to keep themselves updated. Vendors may also contact the Helpdesk to seek clarification on any point.

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

SPECIAL NOTE: The technical bid has to be submitted on-line at,

<https://www.mstcecommerce.com/eprocn> Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

Contact person (RBI):

1. Shri Osman Khan Pattan (Assistant Manager- OLDR Desk): 044 -2539 9210
2. Shri Vineesh R D, Assistant, 044 -2539 9210
3. Shri N Jaya Surya, Assistant, 044 -2539 9212

Contact person (MSTC Ltd):

1. Shri. Shanmugam - 9176397264
Email id: nshanmugam@mstcindia.co.in
2. Shri. J Damodaran– 9841002253
Email id: jdmodaran@mstcindia.co.in
3. MSTC Help Line: 9499054101/2/3/4.
Email id: helpdesk@mstcindia.co.in

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

C) System Requirement:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet browser.
- c) Signing type digital signature
- d) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

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

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

- To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. The Technical Bid and the Price Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprocn>. Bids will be opened electronically on specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards MSTC Transaction fee:

4. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor

shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto-authorized and the vendor shall be receiving a system generated mail.

NOTE:

- (i) Transaction fee is non-refundable.
- (ii) A vendor will not have the access to online e-Tender without making the payment towards transaction fee.
- (iii) Bidders are advised to remit the transaction fee well in advance before the closing time of the event 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.

7. Bidding in e-Tender:

- a) Earnest Money Deposit (EMD) shall be remitted to the Bank Account of Reserve Bank of India via NEFT only on or before **05:00 PM on March 04, 2024**. The account details for NEFT transactions are as follows.

Beneficiary Name: **NEFT Inward Account**

Account No.: **186003001**

IFSC: **RBIS0CNPA01**

(Fifth and tenth digits are "zero" and not the English letter "o")

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded in MSTC website. **The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to the email ID: oldrchennai@rbi.org.in**

- b) Vendor(s) need to submit necessary Earnest Money Deposit, 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

- c) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- d) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <https://www.mstcecommerce.com/eproc> → e- procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- e) The vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must 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.
- f) 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 must be filled up and then vendor should click on "save" to record their Commercial bid. once both the Technical bid and commercial bid have been saved, the vendor can click on the "Final submission" button to register their bid.
- g) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- h) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- i) During the entire e-Tender process, the vendors will remain completely anonymous to one another and to everybody else.
- j) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- k) 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.
- l) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- m) Buyer reserves the right to cancel or reject or accept or withdraw or extend

the tender in full or part without assigning any reason thereof.

- n) 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.
- o) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- p) 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.
- q) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprocn> to familiarize them with the system before bidding.
- r) No deviation to the technical and commercial terms & conditions are allowed.

SECTION-IV

Pre-Qualification Criteria/Technical Requirements

Only those Caterers/firms who fulfil the following pre-qualification criteria/ Technical requirements are eligible to apply for the tender for providing canteen facility at RBI, Chennai:

Sl. No	Criteria	Requirement
1	Duration of past experience and Registration	<p>a) The companies/ firms/ partnership/ sole proprietors with minimum three years of experience in undertaking work of similar nature (Catering and / Facility Management) and which are currently providing similar services to the Government Departments/ Public/ reputed Private Sector institutions with a contract value of at least ₹30 Lakh (minimum) per year for the past two years are eligible to tender for the work. Applicant should furnish their client list and documentary evidence showing the details of work carried out by them during the last three years.</p> <p>b) The Agency should be registered with the appropriate Government authority (central/state/local) and should hold valid license issued by authorities referred above for executing the aforesaid works.</p> <p>c) The Agency should mandatorily have an Office (Registered / corporate / branch / regional / Zonal / representative / liaison) at Chennai. Documentary proof for the same to be submitted.</p>
2	Minimum value of each completed work (qualifying)	<p>Experience of having successfully completed catering/cafeteria/similar works during the last three years i.e. up to December 31, 2023 and should have sales/business of at least ₹30 lakh with any client for the last two years in similar works. Proofs of the same may be submitted.</p> <p>Note: Bidders are advised to submit documentary evidence as suggested above.</p> <p>It is also mandatory for firms to give at least one client based in Chennai (preferably as mentioned above), as this would enable the committee comprising RBI officials to have a site inspection.</p>

		Client's report for satisfactory completion / experience to be uploaded as documentary proof (Scanned copy in PDF format) (As per Annexure III)
3	Yearly turnover	Should have a minimum annual turnover of amount equal to ₹30,00,000/- per year, from Catering services to Staff Canteen / Cafeteria / similar works during the last two years i.e., up to December 31, 2023.
4	Solvency/Bankers Certificate	The firm Should submit a 'Solvency Certificate' issued by the intending bidder's Banker, specifically for the purpose of this tender for an amount of ₹50,00,000/- (Rupees Fifty Lakhs Only) . (As per Annexure-II)

- a) The catering agency should have achieved a minimum annual sales turnover/business of ₹30 lakhs from food catering business/Canteen services/Cafeteria services each year in the last 2 years i.e., FY 2021-22, 2022-23 (Documentary proof supported by audited Profit/loss statement – Balance sheet statement or CA certified statement of accounts/ Income Tax returns copies required).
- b) The tenderer(s) should have at least one of their offices in Chennai.
- c) The bidders are required to submit performance certificates from past and present clients as per [Annexure-III](#) for each similar work completed during last five years.
- d) FSSAI certification is compulsory.
- e) Bidder should have applicable tax registrations (PAN, GST, EPFO, ESI etc.,)
- f) Bidder should have the requisite valid License / Certificate by the Government to carry out the business including all the clearances from the statutory bodies.
- g) Bidder should have Current Account in a scheduled commercial bank.
- h) The Bidder should have clients like PSUs/Banks/FIs/Corporates/Govt/semi-Govt Organizations/Private Institutions to its credit.

- i) Firms having ISO certification for quality of its products/services shall be given preference in the evaluation process criteria in Part-I of Technical Bid, by awarding marks to the bidder. {Refer Section VII (Para 28)}
- j) The Bidder will have to be affiliate of M/S Sodexo SVC India Pvt Ltd (now Pluxee) and sell Tea/Lunch/Breakfast/Beverages to the Staff members against Sodexo Coupons and/or UPI/cash/card payment.
- k) The Bidder should ensure that they fulfil the pre-qualification criteria before submitting the tenders. The tenders submitted by Bidder who do not fulfill the pre- qualification criteria specified by the Bank will be summarily rejected.
- l) Bidder will have to pay EMD of **₹1,00,000/- (Rupees One Lakh only)** through NEFT in favour of “Reserve Bank of India”, Chennai.
- m) At any point of time before/after the opening of the tender (Part-I or II), the documents or the information provided by the firm/caterers are found to be incorrect, the application would be rejected. The Bank’s decision in this regard would be final.
- n) The track record of the catering agency should be clean and it should not have been involved in any illegal activity or financial irregularities.
- o) Bidder(s) whose catering contract was terminated by the Bank because of unsatisfactory performance or, refused to enter into agreement after award of contract are not eligible to apply.
- p) The tenderer’s contract should not have been terminated in the past by any organization during the contract period due to unsatisfactory performance.
- q) The tenderer should not have been in negative list by any government organization/ Bank/ any other entity for breach of applicable laws or violation of regulatory prescriptions or breach of agreement or for any reason whatsoever.
- r) The Tenderer(s) should furnish the list of his/her clients.
- s) The Tenderer should furnish Banker’s certificate on financial standing.
(As per [Annexure II](#)).

- t) The Tenderer(s) should submit signed copies of the following documents
- ❖ General Terms and Conditions (Section VI)
 - ❖ Instructions to bidders (Section VII)
 - ❖ Declaration of non–conviction of any offense/pending case ([Annexure IX](#))
 - ❖ Declaration ([Annexure XI](#)).
- u) Intending applicants will have to satisfy the Bank with 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 application.

Note: Submission of false information in any manner, at any stage of tendering process leads to cancellation/rejection of such bid/termination contract and EMD/SD will be forfeited.

SECTION V

SCOPE OF WORK AND SERVICES BY CONTRACTOR

1. The Contractor will have to manage and run the Canteen attached to the Bank at Annex Building, Reserve Bank of India, Fort Glacis, 16, Rajaji Salai, Fort St George, Chennai, Tamil Nadu 600001, hereinafter referred to as “the said Premises”.
2. The Contractor will have to cook vegetarian and non-vegetarian food in the kitchen attached to the canteen in the annex building, unless otherwise approved by the Bank.
3. The Contractor will be provided space, electricity, water and use of existing canteen infrastructure (Refer [Annex VII](#)) for free of charge by the Bank.
4. The Contractor shall use only commercial/industrial LPG cylinders in the staff Canteen. Use of Kerosene and other flammable items is strictly prohibited. Electric stoves may not be used for preparation of food.
5. The Canteen will be required to be run on all working days of the Bank and other days, if required by the Bank.
6. The Contractor must engage the minimum number of staff for the work as mentioned below.

S. No	Description/ Portfolio	No. of staff to be engaged@
1	Supervisor	1 (Semi-Skilled)
2	Cook	3 (Semi-Skilled)
3	Service staff	12 (un-skilled)

@Bank may also increase or decrease the number of persons, which may require deployment of addition/reduced manpower. Accordingly, the amount will be increased/decreased and the amount payable shall be decided on mutual consultation and prior approval of RD.

7. Supervisor shall oversee the functioning of Canteen, cash counter, ensure quality of food material used, cooking of all food items within stipulated time, managing services effectively during peak hours, overseeing and maintenance of kitchen equipment supplied by the Bank and shall be a nodal point of contact with OLDR Desk, HRMD.

The cook must have prior experience in at least one firm.

8. The service staff as mentioned in above table shall perform the duties such as assisting the cook by cutting vegetables, serving food at self-service counter, washing the collected plates, up-keep of juice counter, proper disposal of food waste etc.,
9. The Contractor shall deploy a dedicated staff to run the juice counter regularly during Breakfast and lunch time.
10. The Contractor shall provide cutlery items, food plates (melamine/steel-platter model) other than those already supplied by Bank and shall also ensure that the cutlery, crockery, utensils, etc., in which food and beverages are served, are properly and hygienically cleaned.
11. The Contractor shall also ensure non-mixing of vegetarian and non-vegetarian served plates/cutlery. It may also be done by using of differentiated color plates for the purpose.
12. The Contractor shall issue electronic receipts/vouchers and accept digital payments and card/cash.
13. Food served in the Canteen should be of high quality. Breakfast should be served between 08:30 am to 10.30 am, Lunch should be made available between 12.30 pm and 2.30 pm, Snacks should be made available between 3.30 pm and 4.30 pm.
14. The Caterer may also supply those food/eatable items which are not under the contract in case of demand from employees. The cost of such food/items should not be more than MRP rates. The caterer should obtain prior approval from Bank before selling those food items.
15. The approved price of the eatables should be prominently displayed at the counter in the Canteen.
16. The contractor shall maintain a feedback register wherein the Bank employees can provide feedback on the quality/quantity of the food supplied.
17. The rates quoted in the financial bid (Part-II) shall be final. Any revision in the rates will be considered only at the time of renewal of the annual contract by mutual agreement taking into consideration the WPI/inflation rates. The rates of any items which are not in the financial bid and are added on a later date,

may be fixed after approval by the Bank.

18. The Caterer will have to be an affiliate of M/S Sodexo SVC India Pvt Ltd (now Pluxee) and sell Breakfast/Lunch/Snacks/Beverages to the Staff members against Sodexo Coupons and/or UPI/cash/card payment.
19. The Contractor shall ensure that all the canteen employees, during their working hours wear neat and tidy uniform, head caps and use hygienic gloves supplied to them by the Contractor. No canteen employee shall be allowed to perform his/her duty without proper uniform/attire.
20. The Contractor shall provide proper receptacles (dustbins) for throwing refuse from the kitchen, canteen area, and shall arrange at his own cost, for prompt removal of such refuse, from the canteen every day.
21. The Contractor shall at all times, maintain and keep the canteen, kitchen, washing area in the said premises, in a clean and hygienic condition, to the satisfaction of the Bank.
22. The Contractor shall maintain a very high level of hygiene, purity, cleanliness and shall ensure that the image of the cafeteria does not get adversely affected by the poor upkeep, smell or untidy looks of canteen staff, facilities, utensils or food quality.
23. The Contractor shall bring his/her own tools, utensils, cookers, crockery, hot boxes, trolleys, equipment, jugs, plates etc., in addition to the items supplied by the Bank in this regard and in a sufficient quantity as needed to maintain the canteen services. 'Single Use Plastic' items would not be allowed for use in the Canteen.
24. Compliance to various statutes/rules/regulations vis-à-vis all labour laws in force, particularly the Contract / Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, Bonus Act, the Workmen Compensation Act, Employee State Insurance Act, the Payment of Gratuity Act 1972, Provident Funds and Miscellaneous Provisions Act, the Payment of Wages Act 1936, the Minimum Wages (Central) Rules 1950) shall be whole & sole responsibility of the Caterer/Agency. The Contractor shall produce to the Bank their books, registers, documents, returns, receipts, certificates etc., whenever required for verification / examination by the Government authorities.

25. Future hikes in Minimum Wages updated vide notification issued by Ministry of Labour and Employment, will be reimbursed by the Bank subject to submission of documents.
26. The Contractor shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering of his/her without work.
27. The Contractor must undertake that it shall make it clear to the staff employed by it, that they are its' employees and it is its' responsibility to pay salary and other allowances to the staff employed by it under Minimum Wages Act and other applicable laws and also to supervise them to comply with the obligations under this agreement and the staff employed by it shall have no claims against the Bank.
28. The Contractor should have personnel with relevant experience preferably with professional qualification (viz. degree/diploma in Food technology/Hotel management etc.) at the supervisory level. The supervisor must have the ability to supervise the entire affairs of the Canteen and must have cordial disposition. The catering support staff must have necessary experience of table service.
- 29. As per the data submitted by existing Contractor, average sales per day is approximately ₹12,000/-. (However, there is no minimum guarantee on Sales/turnover).**
- 30. The Bank will not give any commitment on the tentative average monthly consumption of items.**

Section-VI

General Terms and Conditions

1. The contract shall initially be for a period of one year, which would be renewable for a period of another two years (one year at a time) at the discretion of the Bank and subject to satisfactory services by the contractor.
2. The Bank reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of the Bank with regard to award of the contract will depend upon the feedback received from the previous and present clients and also from its team(s) deputed for the purpose. The decision of the Bank in this regard will be final and binding on all bidders.
3. The Catering organization must have experience in preparing and serving all types of dishes, i.e., South Indian, North Indian, Chinese, Continental etc.
4. The caterer must use only permissible brand of consumables as specified at [Annexure VI](#). The caterer may use other equivalent brand after obtaining prior approval from the Bank.
5. The firm would be required to use only ISI/Agmark/Food grade products and as per FSSAI norms.
6. The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standards laid down by the Government of Tamilnadu and Government of India in this regard from time to time. In the event of any food poisoning/contamination, the firm will be held fully responsible and liable to other penal actions under the law. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy person free from infectious diseases.
7. The Bank shall not give any subsidy to the caterers.
8. The Bank has the right to levy penalty and even terminate the contract if there is deterioration in any kind of services, quality of food stuff, material, hygiene,

etc. In case of any dispute in this regard, the decision of the Bank will be final and binding.

9. Cost of food & beverages must be competitive and reasonable and must be fixed with prior approval of the Bank.
10. It shall be the sole responsibility of the firm to obtain and keep ready catering services and the caterer will have to produce on demand, license/permit/approval etc. from the concerned statutory authority to the local office (RBI) or any other authority concerned for carrying out this type of work. They must also have necessary license to engage labor under the applicable Labor laws. The caterer will have to abide by all applicable statutory/regulatory laws/rules including minimum wages/PF etc. The caterer will be solely responsible for violation of any laws.
11. The Caterer shall be responsible for compliance of the applicable labour laws in respect of personnel employed by them. The firm shall be the employer for its workers and the Bank will not be held responsible fully or partially for any dispute that may arise between the firm and its workers.
12. The Catering Contractor shall not engage any agent or enter into sub-contract with any other caterer/s for running the said services.
13. The Catering Contractor shall not carry on in the said premises, any business other than running the said Canteen. The Caterer shall not make any changes, additions or alternations in the said premises without permission of the Bank.
14. The Bank shall not in any way, be responsible, for any loss of crockery or any other goods or articles, kept in the said premises by the Caterer.
15. The Caterer shall be responsible for the loss or damage, etc., caused to the articles of Dead Stock and other kitchen equipment, made available/to be made available, subsequently, to the Caterer and the Bank shall have the right to recover the cost of repairs / replacements / damages etc.
16. The Contractor shall ensure that all persons employed for the purpose of rendering the services required by the Bank under this agreement are insured with Government of India recognized insurance companies, for which no extra

payment will be made by the Bank. The Contractor shall be solely responsible for any injury/death or any other things arising due to deployment in the Bank for executing the work contract. The Bank shall not be responsible by any means in such cases.

17. All the workers or employees deployed by the Contractor shall be considered as the employees of the Contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers/ employees.
18. The Contractor shall personally and exclusively supervise the work of all employees to ensure that the services rendered under the agreement are carried out to the best satisfaction of the Bank.
19. The Contractor agrees to utilize permissible materials/brands of Provisions (refer [Annexure-VI](#)) which will be of the best quality. Bank reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis (preferably on monthly basis).
20. The Contractor shall abide by all procedures/norms related to safety and security in the Bank's premises. Further, **expiry dates** all provisions/groceries shall be kept in a store room attached to Kitchen area, shall invariably be displayed.
21. The Contractor shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/ problem of any nature in the Bank's premises.
22. **Service Staff:** The number of service staff at any point of time shall not be less than required number of staff else penalty will be imposed (Refer [Annexure-X](#)) for penalties. The Bank will conduct periodical inspections/checks at Canteen. In case of leave taken by any personnel, it will be the responsibility of the contractor to ensure uninterrupted service and substitute arrangement in the Canteen. In case of absence without providing a substitute, Bank reserves the right to impose a penalty (refer [Annexure-X](#)) and the same shall be deducted from the Contractor's bills.

23. The Bank shall not in any way, be responsible for terms of employment to the service staff employed by the Contractor or violation of any labour law. They should be conversant with the basics of the trade and must have necessary experience of table service. The serving staff should necessarily put on hand gloves and appropriate headcap along with the uniform. The Bank reserves the right to demand the change of any employee / worker if warranted. However, frequent change in the personnel has to be avoided by the contractor.
24. The contractor must arrange for, **within two months** of taking over the work, **annual medical checkup** and **police verification** of staff engaged and submit the certificates to the Bank, failing which Bank reserves the right to terminate the contract. The caterer is required to maintain details of all its employees / workers and a list of such employees along with their 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 Bank and should be provided to the Bank. Only those employees of the firm will be allowed to be engaged whose police verification has been completed. Any change of staff may be reported to OLDR desk, HRMD, RBI, Chennai immediately.
25. **Non - Disclosure clause:** The Contractor 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 Contractor and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the Contractor and its staff shall apply during the term of the agreement and indefinitely after the term of the agreement. The Contractor 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 while 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 agreement 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 prior 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 a breach of the agreement and the Bank shall be entitled to claim damages and pursue legal remedies.

26. Adherence to Statutory Requirements : Compliance to various statutes/rules/regulations vis-à-vis 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 and rules framed under the applicable acts of the State and Central Government applicable from time to time, shall be whole & sole responsibility of the Contractor. In this regard, the Contractor shall indemnify the Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the applicable laws 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.

27. Prevention of Sexual Harassment:

i) 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". 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 Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. The successful tenderer(s) shall confirm the constitution of the Internal Complaints Committee for the purpose, wherever applicable.

ii) Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer(s) against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- iii) The successful tenderer(s) shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer(s), for instance, any monetary relief to the Bank's employee, if sexual violence by the employee of the successful tenderer(s) is proved.
 - iv) The successful tenderer(s) shall be responsible for educating its employees about the prevention of sexual harassment at workplace and related issues.
 - v) The successful tenderer(s) shall provide a complete and updated list of its employees deployed in various facilities of the Bank on a quarterly basis (within 15 days from each quarter-end or the date of engagement/deployment).
30. The terms and conditions specified herein are indicative and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful tenderer 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.
31. The Contractor or its agents/employees committing any breach of terms and conditions mentioned herein and/or rendering poor performance, unsatisfactory services, in the opinion of the Bank shall render itself liable for the penalty (as decided by the Bank) and/or termination of the agreement forthwith without any notice or any compensation in lieu thereof.
32. Without prejudice to above, the arrangements with tenderer shall stand terminated in the case of its insolvency.
33. Labour Charges will be paid to the vendor as per the below mentioned conditions:
- a) Minimum wages are revised by Government of India from time to time. During the period of contract (any period other than the renewal time), if the revised minimum wages for the specified category of labour is higher than the accepted rate, the Bank would revise the payable rate to the extent of such revised minimum wages with effect from such date as indicated in applicable GOI instructions.

- b) At the time of renewal of contract, the rates of wages of workers shall be revised considering the maximum of –
- i. Statutory Minimum Wages of Central Government, Ministry of Labour and Employment Department under the specified category.
 - ii. Quoted Rate by selected Bidder.
- c) Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e., effective from 1st April and 1st October every year.

34. PRESENTATION OF BILLS

- a) The contractor shall raise the bill for wage component and gas reimbursement on **monthly basis**, to the Bank in the second week of the subsequent month or earlier, but only after electronic disbursement of salary/wages of preceding month to the deployed manpower. Proofs of the same may be submitted on monthly basis.
- b) As far as possible, the payment shall be released within **15 working days** after adjustment of all statutory deductions, from the date of submission of the bills which are complete and proper in all respects. The Bank shall deduct tax at source (TDS) and all other taxes, duties as applicable from time to time from the amount payable to the Contractor.
- c) Along with the Invoice, the following documents should also be submitted:
- i. Attendance Register
 - ii. ESI remittance challan with consolidated breakup details, if any.
 - iii. EPF remittance challan, as applicable, with consolidated breakup details, if any.
 - iv. Periodical returns, if any submitted to Labour Commissioner, Shram Suvidha Portal, EPFO & ESIC within 07 days of filing.
 - v. Salary statements of preceding month for staff deployed in the

Bank's premises and proof of credit.

- vi. Contractor has to submit a Declaration on annual basis that, he/she does not fall under the definition of 'Specified person' for the purposes of Section 206 AB and Section 206 CCA of the IT Act.
- d) The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof of the concerned month bill. A requisite portion of the bill amount/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Bank.
- e) All other charges (other than statutory levies) will remain fixed during the duration of the Agreement.
- f) All the payments shall be released through National Electronic Fund Transfer (NEFT) mode only for which necessary mandate shall be submitted to the Bank.
- g) Any objection regarding the payment received by the contractor 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.

35.Disclaimer

- a) Though adequate care has been taken while preparing this document, the tenderer(s) 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(s) within seven (7) days from the date of NIT, it shall be considered that this document is complete in all respects.
- b) The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.
- c) 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 the 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.

36. Confidentiality Statement

- a) 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.
- b) The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.
- c) This tender document does not purport to contain all the information each tenderer(s) may require.
- d) This tender document may not be appropriate for all persons, 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.
- e) Each tenderer(s) 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.
- f) The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.
- g) This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).
- h) Information relating to the evaluation of tenders shall not be disclosed to tenderer(s) or any other person not officially concerned with such process until information on the award of the contract is communicated to all tenderer(s).

37. Specific Conditions of Agreement (SCA)

- a) The agreement, if awarded shall be initially valid for a period from **April 01, 2024 to March 31, 2025**. The Bank reserves the right to extend the period of the agreement for a further period of **two years (one year at a time) subject to satisfactory services by the contractor and discretion of the Bank**.
- b) 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 wages, EPFO, ESIC contributions as applicable and other statutory provisions may be paid mandatorily to the manpower. The supplier shall be responsible for adequate manpower to provide continuous service and in the absence of any workforce, a suitable substitute shall be posted.

38. The Security Deposit furnished by the Contractor shall be invoked in the event of unsatisfactory performance and/or loss/damage, if any, sustained by RBI, Chennai on account of failure or negligence of the workers deployed or in the event of a breach of the agreement by the Contractor.

39. The Contractor shall comply with or cause to have complied with the Notifications issued by the Government from time to time regarding payment of wages and the requirements of the laws relevant to the payment of wages and submission of periodical returns to the authorities concerned. The Contractor 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 and proof of the same viz., copies of salary statements etc.,) on payment of minimum wages for the person deployed in the Bank's premises. Service Provider/ Contractor shall pay the wages to the manpower under this Agreement based on the rates notified by Government of India, Ministry of Labour & Employment as per the actual number of working days during the month.

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

41. Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure the preservation of peace and protection of person and property of RBI, Chennai.

42. Indemnity:

Contractor shall keep the RBI, Chennai indemnified against all claims whatsoever in respect of the employees deployed by the tenderer. In case any employee of Contractor so deployed enters into a dispute of any nature whatsoever, it will be the primary responsibility of the tenderer to contest the same. In case, RBI, Chennai is made a party and is supposed to contest the case, the RBI, Chennai 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, Chennai on demand. Further, the tenderer shall ensure that no financial or any other liability comes on RBI, Chennai in any respect and shall keep RBI, Chennai indemnified in this respect.

43. Contractor shall ensure that the person deployed by it does not take any article/material out of the RBI premises without a gate pass signed by the designated officials of RBI, Chennai. 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 contractor /persons deployed for the work and the Bank.

The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case of an accident involving the employees of the tenderer.

44. Termination Policy:

- a. The Bank reserves the right to levy penalty and even terminate the Contract at a notice of **15 days**, if there is deterioration in services/ insolvency, poor/ deficient service, breach in terms and conditions, fraudulent activities, unsatisfactory/deficiency in the quality of food items, 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 will be forfeited, or Bank Guarantee invoked, as the case may be.
- b. Mutual Termination: If the Contractor wishes to terminate the Contract by mutual agreement, they shall give a notice by assigning the reason(s) thereof.

On acceptance by the Bank, the Contract may be mutually terminated after a period of **30 days** from the day of acceptance by the Bank.

- c. In the event of termination of this agreement for any reason whatsoever, the Contractor or persons employed by them or their agents shall not be entitled to any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and they shall vacate the Bank's premises forthwith.

45. If the Bank, as Principal Employer is required/called upon to pay any amount to the contract labourers engaged by the Contractor due to lapse or, default on the part of the Contractor in discharging obligations towards the contract labourers in terms of any law in force, the Contractor shall be liable to reimburse such amount paid to the Bank.

46. In the event of any failure or breach of any terms and conditions of the agreement on the part of the Contractor, the Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor.

The additional cost, loss, if any incurred by Bank would be recovered from the contractor.

47. The Contractor shall not sub-let the contract. In case of any violation in this regard, the Bank reserves the right to terminate the contract.

48. The contractor must ensure that, submission of false information in any manner, at any stage of tendering process leads to cancellation/rejection of such bid/termination contract and EMD/SD will be forfeited.

49. Contractor requiring any clarification of this document/ tender shall contact the Bank through the details as mentioned in [Annexure XIII](#).

SECTION VII

INSTRUCTIONS FOR BIDDERS

1. The tenderer(s) 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. Conditional tenders shall not be entertained. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3. The tenderer(s) is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all / any information or documentation required by the tender document may result in the rejection of the tender.
4. The price quoted shall only be in Indian rupees and exclusive of taxes.
5. Any canvassing by or on behalf of the tenderer(s) or to bring political or other outside influence about their selection shall lead to disqualification from the process. Such tenderer(s)/ shall be blacklisted for the next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will be made applicable there too.
6. 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.
7. 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.
8. Bid proposals received without or lesser than the prescribed EMD shall be summarily rejected.
9. Tenders received after the due date and time shall be summarily rejected.

10. No tender may be modified after 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.

11. Alternative Proposals / Time for Completion shall not be permitted.

12. The Bank reserves the right to extend the period of tender availability and / or the date of opening of the bids.

13. 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.

14. Copies of Documents required to be submitted for Technical Bid (Part-I)

- a) Copy of Certificate of Incorporation (in case of companies registered under the Indian Companies Act) / Registration Certificate (in case of partnership firms and proprietary concerns).
- b) Copy of the Memorandum and Articles of Association (in case of companies registered under the Indian Companies Act) / Partnership Deed (in case of partnership firms), if any
- c) Experience/Client certificates from existing and past clients.
- d) Audited annual financial statements/ Balance sheets for FY 2020-21, FY 2021-22, FY 2022-23.
- e) Annual Turnover certified by Chartered Accountants.
- f) Details of Banker ([Annexure I](#))
- g) Bankers certificate on financial standing ([Annexure II](#))
- h) List of clients (Current similar contracts along with supporting documents)
- i) Copy of PAN, TAN, TIN and GST Registration etc.,
- j) Copies of relevant ISO Certifications, if any.
- k) FSSAI Certificate and License
- l) Self-attested copies of the following: -
 - Instructions to bidders (Section VII)
 - General Terms and Conditions (Section VI)

- Declaration of non – conviction of any offense/pending case ([Annexure IX](#))
- Declaration ([Annexure XI](#)).

15. At any time before the deadline for submission of tenders, the Bank may amend this document by issuing amendments/corrigendum on RBI website (www.rbi.org.in) / MSTC e-portal.

16. Any amendments/corrigendum issued shall be a part of this document.

17. To give prospective tenderer(s) 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.

18. The tenderer(s) shall bear all costs associated with the preparation and submission of tender, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

19. The tender shall comprise the following:

- Notice Inviting Tender
- Technical Bid Details (Part-I)
- Financial Bid Details (Part-II)
- Earnest Money Deposit (EMD).

20. The tenderer(s) shall submit the tender using the Digital Class 3 signature via the e-tendering process without any alterations. All blank spaces shall be filled in with the information requested.

21. Period of Validity of Tenders:

The Tender validity period shall be 90 days from the date of opening of Technical Bid of tenders.

Note: In exceptional circumstances the tender validity period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period. The requests and the responses shall be made in writing.

22. Earnest Money Deposit (EMD) as Tender Security:

- a) Tenderer(s) need to submit necessary EMD and transaction fees to be eligible to bid online in the e-tender. No interest will be paid on EMD.
- b) EMD of the unsuccessful bidders will be returned within 30 days from the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his/her bid during the tender bid evaluation process.
- c) Tenders without EMD will not be accepted under any circumstances.
- d) EMD deposited will be **forfeited in the following situations.**
 - (i) For the tenderers' who submits false/forged information/documents to Bank, if found at any stage of tendering process.
 - (ii) If the vendor / contractor withdraws bid after opening of the commercial/financial bid.
 - (iii) If the vendor / contractor fails to commence the work awarded to her/him within the prescribed time limit.
- e) Intending tenderer(s) must deposit a sum **₹1,00,000/- (Rupees One Lakh only)** as EMD with the Reserve Bank of India, Human Resource Management Department, Chennai by NEFT to following A/c:
A/c Name: NEFT Inward account
A/c Number: 186003001
IFS Code: RBIS0CNPA01
(Fifth and tenth digits are "zero" and not the English letter "O")
Please Write "OLDR - Tender - Catering Services" in narration.

23. Submission and Opening of Tenders:

- a) Tenderer(s) submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderer(s) may submit online their financial Bid (competitive rates must be filled online in MSTC portal only) along with copies of necessary documents as indicated in the Tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.

- c) If desired/prescribed information is not submitted, the Bank will assume no responsibility for rejection of the tender.

24. Deadline for Submission of Tenders:

- a) Tenders must be filled online through the e-tendering process mentioned in this document, not later than 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.
- c) No tender after the deadline shall be allowed on the portal.

25. Tender Opening:

The Bank shall open the tender electronically on the notified date.

26. Clarification of Tenders:

- a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderer(s), the Bank may, at its discretion, ask any tenderer(s) for a clarification of its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer(s) 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(s) 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.

27. Tender Evaluation and Comparison:

- a) The Bank shall use the evaluation criteria indicated in Section VII (para 28) & [Annexure-V](#) for Technical Bid and Financial Bid.
- b) The Bank shall determine, to its satisfaction, whether the selected tenderer(s) meet(s) the qualifying criteria.

- c) The Bank reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time before award of contract, without thereby incurring any liability to tenderer(s) or assigning any reason thereof. Further, the conditional bids shall be rejected out-rightly.

28. Evaluation/ Selection Criteria – Part-1 (Technical Bid)

The technical proposals of only those bidders who meet the pre-qualification criteria will be evaluated by the Bank. Technical scores (Ts) will be given to the bidders using the following criteria:

Criteria I	<p>Number of PSUs / Large Establishments / Companies etc. in which the bidder has provided the similar works in last 5 Years. (Proof of the same to be submitted) (Maximum 20 Marks).</p> <ul style="list-style-type: none"> ➤ 1 to 5 clients – 10 Marks ➤ 6 to 10 clients – 15 Marks ➤ 11 clients & above -- 20 Marks
Criteria II	<p>Number of PSUs / Large Establishments / Companies etc. in which the bidder has provided the similar works continuously for more than 2 Years. (Proof of the same to be submitted) (Maximum 20 Marks).</p> <ul style="list-style-type: none"> ➤ 1 to 2 clients – 10 Marks ➤ 3 to 4 clients – 15 Marks ➤ 5 clients & above -- 20 Marks
Criteria III	<p>Average Turnover in last 3 financial years as on March 31, 2023. (Maximum 20 Marks)</p> <ul style="list-style-type: none"> ➤ ₹30 Lakh to ₹50 Lakh – 10 Marks ➤ ₹51 Lakh to ₹75 Lakh -- 15 Marks ➤ Above ₹75 Lakh -- 20 Marks
Criteria IV	<p>Quality, Taste of food, Cleanliness, Services, appearance of staff and hygiene levels maintained by the bidder at current similar facilities (to be decided by the Bank on the basis of site visit reports, the decision taken by the Bank in this regard will be final) – (Maximum 35 Marks)</p> <ul style="list-style-type: none"> ➤ Excellent – 35 Marks ➤ Very Good – 30 Marks ➤ Good – 20 Marks ➤ Poor – 10 Marks ➤ Very Poor – 5 Marks

Criteria V	<p>Possessing any of the following ISO Certifications. (Maximum 5 Marks)</p> <p>ISO-22000:2018 (Food Safety Management Systems) - <u>4 marks</u></p> <p>Other relevant certifications - <u>1 mark</u></p> <p>ISO-9001:2015 (Quality Management Systems) ISO-45001:2018 (Occupational health and safety management systems) ISO-41001:2018 (Facility Management Systems)</p>
------------	---

Note I: Only those bids scoring **minimum of 50% marks** (i.e., 50 marks out of total 100 marks as per the table above) shall only be considered for further evaluation in the Financial bid.

Any contractor scoring “Poor” or “Very poor” rating in site visit quality check (Criteria IV) will be disqualified from participating in the financial bid, irrespective of the other documents submitted and scores awarded.

Note II: The Bidder should submit self-attested copies of the relevant documents in support of the parameters being considered during technical evaluation.

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

Note IV : Non-submission of documents by bidder may result in disqualifying.

Note V : The tenderer(s) shall furnish information for technical evaluation as per Form-1 of standard format.

Note VI : Submission of false information in any manner, at any stage of tendering process leads to cancellation/rejection of such bid/termination contract and EMD/SD will be forfeited.

30. Award of Tender

- a) The Bank shall shortlist the tenderer(s) based on the evaluation criteria above.
- b) The work will be awarded to the successful bidder as per the calculation shown in [Annexure V](#).
- c) In case of a tie between bidders in the Financial Bid, the successful bidder will be one who has the highest Technical Score (Ts).
- d) Until a formal agreement is prepared and executed, the notification of award shall constitute a binding agreement. The successful tenderer(s) shall take over entire work within 7 days of notification of award of work.
- e) The successful tenderer(s) shall execute an agreement with the Bank on Non-Judicial stamp paper of value (as applicable) within 2 weeks from award of work. The stamp duty shall be borne and paid by the Tenderer. However, the issue of work order by the Bank shall be considered as a binding Agreement, as though such an agreement has been executed and all the terms and conditions shall apply on this Agreement. The agreement and rates will be valid for a period of One year initially and extendable up to two more years subject to annual review of performance of the Contractor by the Bank.

f) Security Deposit: -

- (i) The Successful Applicant shall furnish Security Deposit (may also be in the form of Performance Bank Guarantee-proforma ([Annexure VIII](#)) can be obtained from Bank before award of work) to RBI. The rate of Security Deposit will be **5% of the Contract Value (Including the GST, if any)** for the contract period.
- (ii) The Security Deposit should be deposited before the start of the work by the Contractor. This is a pre-requisite for awarding the contract. No interest will be paid to the Contractor for Security Deposit during the period of agreement.
- (iii) Failure to submit Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the applicant shall be liable to compensate RBI for any loss incurred by RBI. **The EMD submitted will be forfeited.**

- (iv) The Security Deposit Shall be released **without interest** after two months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Contractor or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.
- (v) RBI reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by RBI due to failures on the part of the Contractor or due to termination of contract becoming disqualified because of liquidation / insolvency or change of composition. The decision of RBI in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the Contractor and the decision shall not be questionable.
- (vi) The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Security Deposit of 5% of the Contract Value or Performance Bank Guarantee in lieu of security deposit for 5% of the contract value as per Performance Bank Guarantee-Proforma ([Annexure VIII](#)) and execute contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned within 30 days from the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the tender bid evaluation process.
- (vii) In case the Contractor discontinues the Contract before the expiry of the period of Contract, **Security deposit shall be forfeited.**

Section VIII

Articles of Agreement (For reference)

1. This AGREEMENT is made at Chennai on this ____ day of _____ 2024 between Reserve Bank of India (hereinafter called “the Bank”), a statutory body constituted by the RBI Act, 1934, having its Central Office at Fort, Mumbai-400001 and one of the Regional Offices at 16, Rajaji Salai, Chennai-600001 represented by its authorized officer, Shri. Elango S, General Manager at the Bank’s Office, Chennai and authorized to sign this agreement on behalf of the Bank on the one part and Contractor who is authorized to sign this agreement, on the other part.
2. WHEREAS the Bank is desirous of supplying breakfast, lunch, hot & cold beverages and snacks to its employees at the canteen in the Bank’s premises at Chennai.
3. AND WHEREAS the Bank has intention of engaging a contractor to provide the services.
4. AND WHEREAS the Bank wishes to offer the contract dated ____ day of _____ 2024 with Contractor till March 31, 2025. Further, if the services rendered by the vendor are deemed to be satisfactory, we may extend the contract one year at a time i.e., till March 31, 2027 AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.
5. On completion of the contract or earlier termination of the contract per the terms and conditions stated herein, the Contractor shall vacate and handover the peaceful possession of the premises to the Bank on a date as decided by both the parties through mutual discussions.
6. The Security Money Deposit of ₹_____ (5% of Contract value) deposited by the Contractor shall be liable to be forfeited or appropriated in the event of termination of the Contract before the term of the Contract, unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Bank on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor. No interest shall be paid on the Security Deposit by the bank.

7. In case the Contractor failed to vacate and hand over the peaceful possession of the premises as agreed herein above, in addition to forfeiture of the Security Deposit of ₹_____ (5% of Contract value) the Bank is entitled to impose a penalty for each day of unauthorized occupation against the Contractor till the contractor vacates the premises.
8. The Contractor shall comply with Municipal and other regulations relating to the preparation and sale of food items, etc. and shall obtain the necessary license and permits in his/the company's own name.
9. The Contractor shall equip the said canteen in all respects, at their expense, to the satisfaction of the Bank. Space for running the canteen with the existing facilities (infrastructure, water, electricity) shall be provided by the Bank (as per [Annexure VII](#)). The usage of electricity and water should be kept at a reasonable level. The Contractor shall be allowed to use the Bank's available utensils and cooking articles and items provided by Bank, if any, may include Bain Marie, Grinder, Refrigerator, Dosa Tawa, Gas Burners etc. The list of such items may be maintained by the Contractor. The Contractor shall be responsible for the loss or damage, etc. caused to the articles of Dead Stock and other kitchen equipment, made available/to be made available, subsequently, to the Contractor and the Bank shall have the right to recover the cost of repairs / replacements / damages etc.
10. The Contractor shall use their own electric or Commercial LPG cylinders for preparing food items, etc. and not use firewood, coal, kerosene oil, coke or charcoal. **The Bank shall reimburse the cost of up to 15 commercial/ industrial gas cylinders not amounting to more than ₹20,000/- (INR Twenty Thousand Only) per month, on submission of necessary bills and records.** Any further costs pertaining to LPG cylinders shall be borne by the Contractor.
11. The Contractor is permitted to sell the food items in a la carte rate or in the combined form of lunch/snacks.
12. The Contractor shall maintain and keep the said canteen premises in a very clean and hygienic condition. The Contractor shall ensure that the cutlery, crockery, utensils, etc. in which food and beverages are prepared and /or served are properly and hygienically cleaned. In case the food items served in the canteen affect the health of the employees on account of stale/poor/putrid supply of food materials, the contractor would be held responsible and shall be

- penalised appropriately. The Contractor shall restrict the use of single use plastics in the canteen. Plastic/ Paper cups shall not be used for serving beverages. Separate cutlery and crockery shall be used for serving non-vegetarian dishes. The cooking vessels and other utensils for preparing non-vegetarian dishes shall be restrained for cooking or serving vegetarian dishes.
13. The kitchen shall remain open all the time (08.30 am to 05.30 pm on all Bank working days) for inspection by duly authorized representatives of the Bank.
 14. The Contractor shall provide proper receptacles for throwing refuse and shall arrange at its own cost, for prompt and proper removal of refuse on a day-to-day basis.
 15. The Contractor will have to cook in the kitchen attached to the canteen in the Annexe Building (AB) of the Bank.
 - a) The facility should maintain good hygiene and quality at all times.
 - b) Items provided should always be served hot and fresh. Items like Dosa, Poori, Chapathi/ Paratha, should be prepared and served immediately.
 - c) The facility should be open to periodic quality checks by the Bank.
 16. The Contractor shall use brands of provisions as mentioned in [Annexure-VI](#)
 17. The Contractor shall necessarily open and run the canteen on all the working days of the Bank and other days if required by the Bank from 08.30 am to 10.30 am, 12.30 p.m. to 2.30 p.m. and 4.00 p.m. to 5.00 p.m. The Contractor should engage adequate number of service and supervisory staff to handle the canteen during the rush hours (9:00 AM to 10:00 AM and 1:00 PM to 2:00 PM).
 18. The canteen shall be for the use of the employees of the Bank, as well as visitors who have a valid gate pass, issued by the Bank.
 19. The Contractor shall subscribe to the services of the Meal Coupon Company with which RBI has an agreement (currently M/s Sodexo-Pluxee) as on the date of agreement and shall sell food items against Sodexo card/ Cash/ Credit card/ Debit card/UPI. The Contractor has to accept payment through Sodexo Meal coupon card and they have to get it reimbursed by the Sodexo Company on their own.
 20. The food items, refreshments, beverages, etc. served in the canteen shall be served at the rates (inclusive of all relevant taxes and service charge, if any) indicated in the Financial Bid and the rates shall not be revised during the period of the contract. No request for upward revision in the rates will be considered during the validity period of the contract.

21. Any deficiency in service and quality as well as quantity of the food items supplied from the specification in rate schedule, decided by the Bank, will not be accepted. Penalty (as decided by the Bank) will be levied for any such violation after giving due notice and opportunity to the Contractor to explain their position.
22. The Contractor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint shall be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance, any monetary relief to Bank's employee, if sexual violence by the Employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
23. The Contractor shall ensure that the persons employed by them for carrying out the works are competent, adequately trained, physically fit and are not suffering from any chronic or contagious diseases. The persons employed by the Contractor shall undergo the following medical tests at the cost of the Contractor and submit the medical reports to OLDR desk, HRMD.
- i. HBsAG
 - ii. Complete blood count with ESR
 - iii. Chest X ray
24. The contractor shall closely monitor the staff deployed to the Bank. In case the staff or any of their family members with whom the staff came in contact in the recent past, develop any signs of COVID 19, the contractor shall take necessary action to replace the worker / staff and the same must be immediately reported to the Bank. Further, contractor shall ensure that the instructions / directions issued by Central as well as State Government, and

also by the Bank in connection with COVID-19 pandemic are followed scrupulously by the staff deployed at the Bank.

25. The Contractor shall pay the minimum wages prescribed under Minimum Wages Act, 1948 and shall be responsible and liable for payment of salaries/wages and all other dues and benefits to the persons deployed under the provisions of Minimum Wages Act and other relevant statutory enactments stipulated by the Government of India, Ministry of Labour, from time to time, through a bank account. Minimum wages and / or Variable Dearness Allowance shall be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. effective from 1st April and 1st October every year, for the category of Semi-Skilled/Unskilled Supervisory (Area B) for Supervisors/Facility Manager and 'Unskilled' for all other workers. The contractor shall issue monthly salary slips to the employees and a wages register shall be maintained in this regard. The contractor shall submit a monthly compliance certificate to the Bank with respect to payment of wages, deduction and remittance of PF/ESI for the persons deployed in the Bank's premises with necessary proof.
26. As per the 'Abolition of Child Labour Act 2006', the Contractor shall not employ minors (a person below the age of 18 years).
27. The Contractor is encouraged to provide applicable insurance cover from IRDA-approved insurance companies to all persons engaged for rendering services in RBI Chennai under this agreement, for which no extra payment will be made by the Bank. The Contractor shall be solely responsible for any injury or damages to any persons, properties, or any other things engaged in RBI Chennai.
28. The Contractor 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 the Bank.
29. The service staff shall be employed by the Contractor only and RBI shall not in any way, be responsible for their terms of Employment/engagement or violation of any labour law. The Contractor shall inform of the service staff so employed/engaged in this regard. Canteen employees are not permitted to reside inside the Bank's premises.
30. Bank reserves the right to demand change of any employee/worker if warranted. In case of leave taken by any personnel, it will be the responsibility

of the contractor to ensure uninterrupted service/substitute arrangement. However, frequent changes in the personnel may be avoided. Contractor should have sufficient manpower to cater to the requirements of the Bank.

31. The persons employed by the Contractor shall have good conduct and the Contractor shall submit Police Verification Certificates to the Bank in respect of all the persons employed by him. The Contractor shall ensure that all persons employed by them to maintain perfect discipline and behaviour and they shall not in any manner cause any interference, annoyance, nuisance to the management of the Bank or its business or work or its officers/employees/other contractors.
32. In the event of the Contractor 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 Regional Director of the RBI, Chennai, a sum as may be claimed by the Bank.
33. The Contractor shall ensure that the FSSAI licence for carrying out business may be renewed regularly.
34. **Non-Disclosure clause:** The Contractor shall not disclose directly or indirectly any information or materials and details of the Bank's structure/systems/equipment etc. which may come to possession or knowledge of the Contractor 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 the strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor, the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential

information under this agreement are fully satisfied. The Contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. The Contractor and its staff shall not disclose, divulge, reveal or use for any purpose any information related 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 Contractor has obtained, except as authorized by the Bank or as required by law. This obligation on the part of the Contractor vendor and its staff shall apply during the term of Agreement and indefinitely upon the termination of Agreement.

35. Termination Policy:

- a. The Bank reserves the right to levy penalty and even terminate the Contract at a notice of 15 days, if there is deterioration in services/ insolvency, poor/ deficient service, breach in terms and conditions, fraudulent activities, unsatisfactory/deficiency in the quality of food items, 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 will be forfeited or Bank Guarantee invoked, as the case may be.
- b. Mutual Termination: If the Contractor wishes to terminate the Contract by mutual agreement, they shall give a notice by assigning the reason(s) thereof. On acceptance by the Bank, the Contract may be mutually terminated after a period of 30 days from the day of acceptance by the Bank.
- c. In the event of termination of this agreement for any reason whatsoever, the Contractor or persons employed by them or their agents shall not be entitled to any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and they shall vacate the Bank's premises forthwith.

36. Dispute resolution:

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, Chennai or his/her nominee.

- a) It is to be 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 the tender is issued in English and any other language simultaneously).

- b) 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 refusing to work or neglecting his work or being unable to act for any reason whatsoever the Regional Director, RBI, Chennai shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
 - c) The arbitrator may give interim awards and/or directions as may be required.
 - d) Subject to the aforesaid, the provisions of the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
37. All disputes arising between the parties shall be subject to the jurisdiction of the courts in Chennai.
38. That the several parts of this Contract have been read by both the parties and fully understood by them.
39. The Contractor shall bear the stamp duty of this agreement, which shall be executed in two sets, and the Bank shall retain the original and the Contractor shall retain the duplicate.
40. All the Terms and Conditions and the several parts of this contract have to be fully read and understood by the authorized representative of the Contractor and the Bank. Ignorance of any term/point is not a ground for non-discharge of the terms of the contract by the Contractor.
41. Bank will reject a proposal for award, if it determines that the tenderer(s) recommended for award has engaged in prohibited practices in competing for the tender in question;
42. Bank may declare a tenderer(s) ineligible, either indefinitely or for a stated period, if, at any time, the Bank determines that the tenderer(s) has engaged in prohibited practices in competing for, or in executing the Agreement.
43. In case of breach of any terms and conditions attached to this tender/agreement, the security deposit of the Contractor will be liable to be forfeited/invoked besides annulment of the agreement.
44. **Adherence to Statutory Requirements** : Compliance to various statutes/rules/regulations vis-à-vis Minimum Wages Act, Bonus Act,

Employers' Liability Act, Agreement Labour (Regulation & Abolition) Act, the Workmen Compensation Act, Industrial Disputes Act, Maternity Benefits Act, Employee State Insurance Act, Provident Funds and Miscellaneous Provisions Act and rules framed under the applicable acts of the State and Central Government applicable from time to time, shall be whole & sole responsibility of the Contractor. In this regard, the Contractor shall indemnify the Bank against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database, etc., mandatory as per the applicable laws 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.

45. The terms and conditions specified herein are indicative and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions at the time of executing the agreement with the successful tenderer 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.
46. **Force Majeure:** Notwithstanding anything else contained in this document, neither tenderer nor the Bank 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 any delay by the tenderer shall not relieve that tenderer from liability for the delay except where such delay is beyond the reasonable control of tenderer concerned.

Form-I

PART-I : TECHNICAL BID

(To be given on applicant's letterhead)

NAME OF THE TENDERER(S): _____

ADDRESS:

CONTACT NO: _____

Email ID- _____

Sl No.	Particulars	
1.	Name of the Organization	
2.	(a) Type of organization – (whether Proprietorship / Partnership /LLP / Pvt. Ltd. / Ltd. Company/ Public limited). (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 and Address of the proprietor/partner/ directors of the organization with designation, as the case may be	
4.	Registered Office/ Business Address of the organization: (a) Whether having office in Chennai	

	(b) Address of the local office in Chennai (c) Name of the authorized official and his/her telephone number (d) Email Id:- (Please enclose relevant documents in support of the same)				
5.	PAN Number ESIC Registration Number Labour License Number (if available) GST registration Number FSSAI License Number	Please enclose <u>documentary evidence</u>			
6.	Turnover from catering/canteen business done per annum during each of the last three years. (Last Three Financial Years' Audited Balance Sheet, Copies of IT Returns and audited financial accounts of the business duly certified by a Chartered Accountant to be submitted)	2020-21	2021-22	2022-23	
7.	<u>Experience/Performance Certificates:</u> Current & past similar works i.e., providing catering services at Canteen's/Cafeteria of Government Departments / Banks / reputed Public / Private sector institutions. The feedback from the top Two existing clients in terms of turnover , preferably in Chennai is required as per Annexure III . (Attach supporting documents)				
8.	Whether registered with the Labour Department under the Contract Labour (R & A) Act, 1970. If yes, Indicate the date of registration. (A copy of certificate/ registration to be submitted).				

9.	Details of Work Experience as per requirement in the Eligibility Criteria and Terms and Conditions supported by performance certificates, work orders, documents etc.			
	S. No	Establishment/s for which the caterer/agency has provided/ been Providing canteen/Cafeteria/similar services (including full contact details of client and person to be contacted in that Office and Address)	No. of years of experience with that Establishments	Value of Work
11	Whether blacklisted /de-listed/Banned/ penalized/convicted by any authority and/or client in connection with similar business. If yes, details thereof:			
12	Whether possessing any of the following ISO Certificates: <ul style="list-style-type: none"> ➤ ISO-22000:2018 ➤ ISO-9001:2015 ➤ ISO-45001:2018 ➤ ISO-41001:2018 (Documentary evidence should be attached)			

DECLARATION

I / We hereby declare that the information furnished above is true to the best of my/our knowledge. I/We have enclosed necessary documentary evidence in support of the same. 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, Seal, Date, Place

Annexure I**Details of Bankers**

(To be given on applicant's letterhead)

Particulars	Banker 1	Banker 2 (if any)
Name of the Bank		
Name of the Branch		
IFSC Code		
Email-id of Branch		
Postal address of Branch		
Telephone Number/ Mobile Number of Branch		
Type of Account and Account number (Savings/Current/Cash Credit)		
The period from which the tenderer has been banking with the banker (specify the number of years and months).		
Any other information which the tenderer may like to furnish about its bankers		

Signature, Seal, Date, Time

Bankers' Certificate from a Scheduled Bank

[To be arranged by the tenderer(s)]

(On the Scheduled Bank's Letter Head)

Bankers' Certificate

To

The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Bankers' Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information M/s/Shri/ Smt.....having the noted address at , a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of **₹50,00,000/- (Rupees Fifty Lakhs Only)**

The details of the account maintained by him/ her/ them are:

Name of the Account Holder:

Account Type:

Account Number:

Bank Name:

Branch Address:

MICR Code:

IFSC Code:

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

For the bank

(Signature with seal)

Name & Designation:

Date:

Note 1: In case of partnership firm, the certificate should include names of all partners as recorded with the Bank.

Note 2: The Bank is requested to mention their Branch Mail Id and Contact Details.

Annexure III

Client's Certificate Regarding Performance of Tenderer(s)

(To be given on its letterhead by the client)

1.	Name & address of the Client	
2.	Details of Works executed by M/s	
3.	Name of work with brief particulars	
4.	Agreement Date	
5.	Agreement amount	
6.	Total strength of the organisation where the Tenderer has rendered the services	
7.	Date of commencement of the agreement	
8.	Date of expiry of the agreement	
9.	Duration of relationship with the Client	
10.	Details (Date of levy of penalty, amount of penalty and reasons) of penalty levied for deficiencies in services rendered, if any	
11.	Details of disputes with the Client during the agreement, if any	
12.	General Feedback on the quality of service by the Tenderer	
13.	Rating of services rendered: Outstanding/Very Good/ Good/Satisfactory/Poor	
14.	Recommendation, if any or any other feedback	
15.	Total No. of employees deployed at Client's workplace	

(Authorized signatory of the Client)

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship)
2. Document proof for Registered office/sub office in Chennai.
3. Details of Bankers ([Annexure I](#))
4. Banker's/Solvency certificate ([Annexure II](#))
5. Experience Certificate for currently undertaking similar services with other organizations. ([Annexure III](#))
6. Declaration of non – conviction of any offense/pending case ([Annexure IX](#))
7. Declaration ([Annexure XI](#))
8. General Terms and Conditions (Section VI)
9. Instructions to bidders (Section VII)
10. Client List/ Details of work carried out in last 3 years
11. Current client list for similar works
12. Income Tax Returns of last three financial years
13. CA certified statement of accounts/balance sheet, audited Profit/loss statement of last three financial years - Annual Turnover Certificate
14. Labour Department registration certificate
15. ISO Certificate
16. FSSAI Certificate and License
17. PF/ESI registration

Note : Submission of false information in any manner, at any stage of tendering process leads to cancellation/rejection of such bid/termination contract and EMD/SD will be forfeited.

INSTRUCTIONS ON FINANCIAL BID

1. **DO NOT UPLOAD THE FINANCIAL BID ALONG WITH THE TECHNICAL DOCUMENTS**
2. Financial bid should only contain the service provider's quoted rates as per the prescribed format.
3. The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized representative of the bidder.
4. Financial Bid should contain only the price filled in Indian Rupees in figures. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
5. The rates / quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances. In case of rise in minimum wages by Government, the same may be reimbursed in monthly basis, on submission of relevant documents.
6. Financial Bids shall be inclusive of insurance of adequate value, cost of the uniform, identity cards, and protective gear provided by the Contractor to the personnel deployed and inclusive of GST.
7. The bidder shall be liable to discharge all the statutory liabilities such as Minimum Wages, ESI, employee compensation and EPF contributions etc. A reference may be made to all Central Government laws / guidelines in this regard.

8. Evaluation of Financial bid:

- a) Financial bids of all the bidders who qualify in the technical bid will be opened on the pre-announced date.
- b) Weightage to Technical Bid (t) and Financial Bids (f) will be given 50% & 50% respectively. Combined Score(S) will be calculated accordingly.**
- c) The evaluation of financial bid and process of arriving for lowest bid is given below.

Financial Bid (Part-II)

ITEMIZED FOOD ITEMS

S. No.	Item	Quantity	Rate (₹)
A. Breakfast Items			
1.	Two Idli with sambhar and two chutneys	1 Plate - 2 pieces of 40 gms each	Quote in MSTC portal (inclusive of all taxes)
2.	Medu Vada with Sambhar & chutney	1 Piece of 40 gms	
3.	Upma/Semiya	250 gms, Chutney & Sambhar	
4.	Pongal	250 gms, Chutney & Sambhar	
5.	Plain Dosa	1 No. (Standard Size) with sambhar and 2 chutneys	
6.	Onion Dosa	1 No. (Standard Size) with sambhar and 2 chutneys	
7.	Masala Dosa	1 No. (Standard Size) with sambhar and 2 chutneys	
8.	Egg Dosa	1 No. (Standard Size) with sambhar and 2 chutneys	
9.	Kal Dosa	1 No. (Standard Size) with sambhar and 2 chutneys	
10.	Poori	1 No. (Standard Size) with Poori Masala and chutney	

B. Lunch Items			
S. No.	Item	Quantity	Rate (₹)
1.	Vegetarian Meals	Plain Rice (Ponni) - 400 gms, veg pulao – 100 gms Dal/Mix veg Sambar, Koottu/Avial, Poriyal, Kara kuzhambu/Vatha Kuzhambu, More Kuzhambu, Pickle, Rasam, Sweet – each 50 gms, Appalam/Fryams	Quote in MSTC portal (inclusive of all taxes)
2.	Mini Meals	Veg pulao, Curd Rice, Chapati -1, variety rice, kurma, Sweet, Appalam/Fryams	
3.	Egg Curry/Masala	150 gms (2 Eggs)	
4.	Chicken Curry/Fry/65	150 gms	
5.	Chapati	1 No. (Standard Size) with vegetable Kuruma	
6.	Veg Biryani	300 gms With Veg Raita	
7.	Chicken Biryani	300 gms With Veg Raita	

C. Special items/ Beverages			
S.No	Items	Quantity	Rate
1.	Veg Fried Rice	300 gms	Quote in MSTC portal (inclusive of all taxes)
2.	Variety Rice (Tomato/Lemon/Curd/Pudina/Coconut etc)	300 gms	
3.	Egg Biryani	300 gms	
4.	Egg Fried Rice	300 gms	
5.	Omlet	1	
6.	Watermelon Fruit Juice	200 ml	
7.	Papaya/ Musk Melon Pineapple/ Mosambi Juice	200 ml	
8.	Butter Milk	200ml	
9.	Bajji/ Bonda/ Samosa/ Masala Vadai/ Pakoda	1	
10.	Cut Fruits	100 gms (Min. 4 types of fruits)	

Note:

- Bank will not give any minimum commitment on the indicative quantity.
- The above rates are inclusive of all applicable charges and taxes.
- The Caterer is required to quote the price mandatorily for each item as mentioned in the price bid.
- The rates quoted for individual items mentioned by the bidder are final and will remain the same for the total duration of the contract period.
- The Bank will not give any commitment on the tentative average monthly consumption of items.

Wage Component				
S.No	Description of Wages and Allowance	No. of Persons	No. of Days in a Month	Rate Per Person Per Day
1	Wages for Semi-Skilled labour {Comprising of ➤ (Basic Wages + VDA)/Person/Day, ➤ ESI (3.25% of (Basic Wages + VDA))/ Person/Day, ➤ P.F. (13.00% of (Basic Wages + VDA))/ Person/Day and ➤ Bonus (8.33% of (Basic Wages + VDA))/ Person/Day}	4	22	Quote in MSTC portal (Without GST)
2	Wages for Unskilled labour {Comprising of ➤ (Basic Wages + VDA)/Person/Day, ➤ ESI (3.25% of (Basic Wages + VDA))/ Person/Day, ➤ P.F. (13.00% of (Basic Wages + VDA))/ Person/Day and ➤ Bonus (8.33% of (Basic Wages + VDA))/ Person/Day}	12	22	Quote in MSTC portal (Without GST)

NOTE :-

- a) The above wage quotes will not be considered for evaluation of Financial Bid.
- b) Minimum wages **should be quoted** as per “Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner, New Delhi”.
- c) Bidders who quote wages less than the Minimum Wages as para (a) above will summarily be rejected.
- d) Future hikes in Minimum Wages updated vide notification as said above, will be reimbursed subject to submission of documents.

- e)** The Bank, being the Principal Employer and as matter of policy, shows zero tolerance towards Agencies who fail to pay Minimum wages as well as statutory dues like EPF, ESIC, Bonus etc.
- f)** In this regard, Agencies must compulsorily pay this Minimum amount as salary, failing which, their quote is liable for rejection at the discretion of the Bank.
- g)** The tendered rates should be in conformity with Minimum Wages Act 1948 as published by Central Government and updated vide notifications of Ministry of Labour and Employment. The company must ensure minimum wages payment to its staff in line with the Central Government notifications from time to time.

Process of Selection of L1 Bidder

Illustrative Example for Evaluation of Financial Bid (Part-II)

The average of the rates quoted by eligible bidders (after evaluation of technical bid) for the various meal/item types shall be multiplied with the respective weightages assigned (as tabulated below) of that item to arrive at the total weighted score (F)

Sl. No.	Item Type	Item(s)	Weightage (%)
1	A	Breakfast	30
2	B	Lunch	50
3	C	Special items/ Beverages	20

An illustrative **example** of rates quoted by vendors X, Y and Z for the meal types A to C are given below. The weighted score for each item is arrived by using the formula

Weighted score = (Weightage * Average Rate quoted by each vendor) /100

Total weighted score for each vendor is arrived by adding the weighted scores of all the Item types.

Item Type	Vendor X			Vendor Y			Vendor Z		
(I)	Weightage (II)	Average Rate Quoted (III)	Weighted Score (II*III/100)	Weightage (II)	Average Rate Quoted (III)	Weighted Score (II*III/100)	Weightage (II)	Average Rate Quoted (III)	Weighted Score (II*III/100)
A	30	10	3	30	20	6	30	25	7.5
B	50	30	15	50	40	20	50	32	16
C	20	12	2.4	20	15	3	20	10	2
Total Weighted Score (F)			20.4						25.5

The lowest total weighted score will be given a financial score (Fs) of 100 points.

The financial scores (Fs) of the other financial bids will be computed as:

$$\mathbf{Fs = 100 \times (Fm/F)}$$

in which **Fs** is the financial score, **Fm** is the lowest total weighted score and **F** is the respective Total Weighted Score of the tenderer under consideration.

(Calculation tabulated below):

Vendor	Total Weightage Score (F)	Lowest Total Weighted Score (Fm)	Financial Score (Fs) For lowest bid Fs = 100; For other bids Fs = 100 x Fm/F
X	20.4	20.4	100
Y	29	20.4	70.34
Z	25.5	20.4	80

- Bids will be ranked according to their combined Technical score (Ts) and Financial score (Fs) scores using the weights (**t=0.50 and f=0.50**).
- Combined score (S) = (Ts x t) + (Fs x f).
- **The bidder securing the highest combined score (S) will be considered the lowest bidder (L1).**

Vendor	Technical Score (Ts)	Financial Bid (Fs)	Combined Score $S = (Ts \times t) + (Fs \times f)$
X	72	100	$S = (72 \times 0.5) + (100 \times 0.5) = 86.00$
Y	70	70.34	$S = (70 \times 0.5) + (70.34 \times 0.5) = 70.17$
Z	85	80	$S = (85 \times 0.5) + (80 \times 0.5) = 82.50$

Following the above criteria, Vendor X will be declared as least bidder L1.

- Bank's decision in calculation of L1 is final and binding.
- Kindly note that, cost for each item A to C (refer Financial bid), is arrived by averaging of all food items price in the particular item type.
In case of any dispute in this regard, the decision of Bank shall be final and binding.

Permissible Brands of Consumables

Items	Brand
Spices	Aachi, Everest, Catch, MDH, MTR
Ketchup	Maggi, Kissan, Heinz
Oil	Sundrop, Saffola, Fortune, Idhayam (Groundnut oil, Sunflower oil, Rice bran oil, Mustard oil, Olive oil, Gingelly Oil)
Atta	Aashirvad, Pillsbury, Fortune, Naga
Butter/Cheese	Milky Mist, Amul, Britannia, Heritage, Aavin
Paneer	Amul, Heritage, Amul, Jersey
Rice	Sivaji, Rajabogam, India Gate, Dawat (Ponni Rice, Raw Rice, Basmati)
Ghee	RKG, Amul, Aashirvad, Jersey, GRB, Aavin
Salt	Tata, Aashirvad
Asafoetida	L.G, Everest, Aachi
Wheat Flour	Aashirwad, Pillsbury, Naga, Udhaiyam, 24 Mantra,
Corn Flour	Weikfield, Brown & Polson

Note 1:- Recycling of cooking oil is not permitted.

Note 2:- Reputed brands should be used by Contractor in concurrence with Bank for the items not mentioned in the above list.

Note 3:- The Contractor may use other equivalent brand only after obtaining prior approval from the Bank.

Kitchen Equipment/Articles provided by Bank

S.No	Description	Quantity
1	Bain Marie- 6 Box	2
2	Work Table	3
3	Double Range Burner	2
4	Idly Box	1
5	SS-Dosa Tawa (36"x37"x32")	1
6	Juice Counter	1
7	Storage Rack	7
8	Grinder	1
9	Mixer Grinder-Juicer	1
10	Mixer Grinder- Heavy Duty	1
11	Freezer	1
12	SS-Dosa Tawa (60"x27"x34")	1
13	SS Plate Collection Trolley	1
14	SS Platform Trolley	1
15	SS Two Tier Trolley	1

Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the
Issuing Bank)

Place.....

Date.....

To

Regional Director for Tamil Nadu & Puducherry

Reserve Bank of India

Fort Glacis, Rajaji Salai

Chennai – 600 001.

Madam,

Providing Catering Services at Staff Canteen at Reserve Bank of India, Chennai

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Fort Glacis – 16, Rajaji Salai, P.B.No.40, Chennai 600 001 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s_____ (Name of the Contractor) (hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND

Whereas the Contractor is bound by the said Contract to submit to Reserve Bank of India, Chennai a Performance Bank Guarantee for a total amount of ₹_____ (Rupees_____ only) for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We, (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s, the Contractor, do hereby undertake to pay to the Reserve Bank of India, an amount not exceeding ₹

_____ as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that:

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

b) Our liability under these presents shall not exceed the sum of ₹ _____

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ (60 days beyond the contract period) for this contract provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

DECLARATION FOR NON – CONVICTION OF ANY OFFENSE / PENDING CASE

This is to Certify that I/We, _____ (Name of the applicant / office) having registered office at _____ (Address of the office), have no pending administrative and/or criminal case before any court or authorized body. I, further, certify that I have never been found guilty/convicted of any administrative offense and/or crime.

I understand that any misrepresentation as to the truth of the foregoing shall cause the disapproval of my application and/or outright revocation of the eligibility granted without prejudice to the filing of administrative and/or criminal case/s against me.

Signature:

Name:

Date:

Seal of the Vendor:

Annexure X**Penalties**

S. No.	Type of deficiency / irregularity	1st instance in a year	2-5 instances in a year	More than 5 instances in a year
1	Non- performance / delay in Services / Poor Hygiene in Kitchen or Store Room	Rs.500/- and other action as the Bank may deem fit	Rs.1000/- and other action as the Bank may deem fit	Rs.2000/- and other action as the Bank may deem fit
2	Non-payment of wages through electronic mode or non - submission of documentary evidence for such payment / Instances of negligence by staff of contractor	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit	Rs.10000/- and other action as the Bank may deem fit
3	Non-maintenance of statutory and other Registers/ documents or non-submission of required documents sought by the Bank / non-submission of documentary evidence for payment of wages.	Rs.2000/- and other action as the Bank may deem fit	Rs.5000/- and other action as the Bank may deem fit	Rs.10000/- and other action as the Bank may deem fit
4	Employment of Minors/ Wages not being paid as per Central Government Minimum Wages/ Non-adherence to Prohibition/non-adherence to Central/State Government laws.	Rs.5000/- and other action as the Bank may deem fit	Rs.10000/- and other action as the Bank may deem fit	Rs.20000/- and other action as the Bank may deem fit

DECLARATION

1. The information we provide is true to the best of my/our knowledge and if any information is found to be untrue or false, I/we may be debarred from the tender process / being awarded the contract.
2. I/We agree to abide that, submission of false information in any manner, at any stage of tendering process leads to cancellation/rejection of such bid/termination contract and EMD/SD will be forfeited.
3. I/We satisfy all the terms and conditions as to the specified eligibility, qualification criteria and technical requirements and accept the terms and conditions to qualify in the tendering process.
4. I/We agree to abide by all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in “Instructions to Bidders “and “General and specific conditions of the agreement” and we abide by General guidelines.
5. I/We also declare that our track record is clean and is free of illegal activity or, financial fraud. If any information is found to be untrue or false in this regard. I/we may be debarred immediately from the tender process / being awarded the contract.
6. I/We also agree that our tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the Technical Bid and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us, in writing. I/We also agree to keep the Earnest Money Deposit (EMD) valid during the entire period of validity of tender.
7. I/We understand that the Reserve Bank of India, Chennai reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature:

Name:

Date:

Seal of the Vendor:

Annexure XII**e-Tender for Providing Catering Services at Staff Canteen in Reserve Bank of India, Chennai****Unpriced Bid (Schedule of Quantities)**

S.No	Particulars	Units of Measurement	Gross Total (₹) (Quote in MSTC Website)
1	A. Breakfast Items	Item	Please quote the rate per item (inclusive of all taxes)
2	B. Lunch Items	item	
3	C. Special Items	Item	
<u>Wage Component</u>			
	Description of Wages and Allowance	Quantity	Quote in MSTC Website
4	Wages for Semi-Skilled labour {Comprising of ➤ (Basic Wages + VDA)/Person/Day, ➤ ESI (3.25% of (Basic Wages + VDA))/ Person/Day, ➤ P.F. (13.00% of (Basic Wages + VDA))/ Person/Day and ➤ Bonus (8.33% of (Basic Wages + VDA))/ Person/Day} Considering 22 days in a Month.	4	<p>Please quote the Wage per Person Per Day (excluding of GST) [A]</p> <p>and the system will automatically multiply following formulae and shows the final amount.</p> <p>SI.No.4 = (A*Quantity*22*12*1.18)</p>
5	Wages for Unskilled labour {Comprising of ➤ (Basic Wages + VDA)/Person/Day, ➤ ESI (3.25% of (Basic Wages + VDA))/ Person/Day, ➤ P.F. (13.00% of (Basic Wages + VDA))/ Person/Day and ➤ Bonus (8.33% of (Basic Wages + VDA))/ Person/Day} Considering 22 days in a Month.	12	<p>Please quote the Wage per Person Per Day (excluding of GST) [A]</p> <p>and the system will automatically multiply following formulae and shows the final amount.</p> <p>SI.No.5 = (A*Quantity*22*12*1.18)</p>

Note: Bidders are advised to give head-wise bifurcation of the salary component viz. Minimum wages, EPF, ESIC (if applicable), Bonus (if applicable) and any other statutory dues which is payable to their staff as per following Table 'A'.

Table A - Break up of minimum wages

Attach along with Price Bid in MSTC portal attachments

Sl. No	Component	Amount (₹)	
		Semiskilled	Unskilled
1	Minimum wages per day (Semiskilled - ₹832 & Unskilled - ₹751 as applicable) (Based on October 01, 2023 – minimum wages notifications issued by Ministry of Labour and Employment).		
2	EPF @ 13% including EDLI & admin charges per day (ceiling ₹15000/- per month)		
3	ESI @ 3.25% per day (if applicable)		
4	Bonus @ 8.33% per day (If applicable)		
5	Any other statutory dues		
6	Total wages per day ₹(X)		

Note : The Contract may be initially awarded for 12 Months i.e. from April 01, 2024 to March 31, 2025. It may be extended for a further period of up to two years one year at a time i.e. till March 31, 2027 subject to the satisfactory performance of the agency and wholly discretion of RBI.

- The tendered rates should be in conformity with Minimum Wages Act 1948 as published by Central Government and updated vide notifications of Ministry of Labour and Employment. The company must ensure minimum wages payment to its staff in line with the Central Government notifications from time to time.
- Future hikes in Minimum Wages updated vide notification as said above, will be reimbursed subject to submission of documents.

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

Date :

Place :

Signature and seal of bidder

Contact Details

a) Contacts - RBI (During Office Hours only - 10AM to 5 PM)

1. Shri P Vinay Rajiv, Assistant General Manager, HRMD
044-2359 9255 (vinayrajiv@rbi.org.in)
2. Smt Karthiga B, Manager, HRMD
044-2539 9791 (karthigab@rbi.org.in)
3. Shri Osman Khan Pattan, Assistant Manager, HRMD
044-2539 9210 (okpattan@rbi.org.in)
4. Shri Vineesh R D (Assistant, HRMD)
044-2539 9210 (vineeshrd@rbi.org.in)
5. Shri Jaya Surya N, (Assistant, HRMD)
044-2539 9212 (jayasuryan@rbi.org.in)

b) Contacts - MSTC Ltd (During Office Hours only)

1. Shri Shanmugam - 9176397264
Email id: nshanmugam@mstcindia.co.in
2. Shri J Damodaran– 9841002253
Email id: jdamodaran@mstcindia.co.in
3. MSTC Help Line: 9499054101/2/3/4
Email id: helpdesk@mstcindia.co.in
