

भारतीय रिज़र्व बैंक मानव संसाधन प्रबंधन विभाग हैदराबाद

भारतीय रिज़र्व बैंक, हैदराबाद के अधिकारी लाउंज और डाइनिंग रूम (ओएलडीआर) में सामग्रियों की आपूर्ति के लिए आपूर्तिकर्ताओं हेतु ई-निविदा

निविदा क्रमांक. ई-निविदा संख्या-आरबीआई/हैदराबाद क्षेत्रीय

कार्यालय/एचआरएमडी/2/23-24/ईटी/440

भारतीय रिज़र्व बैंक मानव संसाधन प्रबंध विभाग 6-1-56, सचिवालय रोड सैफाबाद, हैदराबाद - 500004



भारतीय रिज़र्व बैंक मानव संसाधन प्रबंधन विभाग हैदराबाद

सूचना

भारतीय रिज़र्व बैंक, हैदराबाद के अधिकारी लाउंज और डाइनिंग रूम (ओएलडीआर) में सामग्रियों की आपूर्ति के लिए आपूर्तिकर्ताओं हेतु ई-निविदा

भारतीय रिज़र्व बैंक, हैदराबाद कार्यालय; जिसको अब से "बैंक" के रूप में संदर्भित किया जाएगा; भारतीय रिजर्व बैंक, सैफाबाद, हैदराबाद में दूसरी मंजिल पर स्थित ऑफिसर्स लाउंज और डाइनिंग रूम में सामग्रियों (नष्ट हो जाने वाली और नष्ट न होने वाली) जैसे की किराना सामान, सब्जियां, फल, सामिष सामग्री, दूध और दुग्ध-उत्पाद, मिठाई, नाश्ता आदि की आपूर्ति के लिए पात्र निविदाकारों से दो बोली प्रणाली (भाग-। तकनीकी बोली और भाग-॥-वित्तीय बोली) के तहत निविदा आमंत्रित करने का इरादा रखता है।

- 2. बैंक ऐसे निविदाकारों से आवेदन आमंत्रित करता है जो निविदा प्रक्रिया में रुचि रखते हैं। जो निविदाकार पात्रता मानदंडों को पूरा करते हैं और इस दस्तावेज़ में उल्लिखित अन्य नियमों और शर्तों से सहमत हैं, उन्हें निर्धारित फॉर्म (अनुलग्नक-1) में आवेदन करना चाहिए। बैंक बिना कोई कारण बताए किसी भी या सभी प्राप्त आवेदनों को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित रखता है। बैंक एमएसटीसी ई-टेंडिंग वेब पोर्टल: www.mstcecommerce.com/eprocn. के माध्यम से निविदा प्रक्रिया को ऑनलाइन होस्ट करेगा।
- 3. ई-टेंडिरंग प्रक्रिया एमएसटीसी लिमिटेड के ई-टेंडिरंग पोर्टल https://www.mstcecommerce.com/eprocn के माध्यम से की जाएगी। ई-टेंडिरंग प्रक्रिया में भाग लेने के लिए सभी इच्छुक कंपनियों/फर्मों/प्रोप्राइटरशिप/एजेंसियों को उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। निविदाकर्ताओं को ई-टेंडर के संबंध में दिए गए निर्देशों के अनुसार अपना प्रस्ताव, सभी प्रकार से पूर्ण सहायक दस्तावेजों के साथ प्रस्तुत करना चाहिए। बैंक को निविदा दस्तावेज की तकनीकी बोली और वित्तीय बोली में निर्दिष्ट पात्रता के के अनुसार सभी प्रस्ताव दिनांक 11 मार्च 2024 शाम 5.00 बजे या उससे पहले जमा किये जाने चाहिए। उक्त पात्रता मानदंड पूरा नहीं होने की स्थिति में ई-निविदा अस्वीकार कर दी जाएगी।
- 4. कार्य की अनुमानित लागत रु. 60 लाख (सालाना) है. निविदाकारों को निर्धारित प्रारूप के अनुसार सभी प्रकार से पूर्ण निविदा फार्म के साथ रु. 1,20,000/- रुपये (केवल एक

लाख बीस हजार रुपये) की वापसी योग्य ईएमडी के साथ ई-निविदा प्रस्ताव प्रस्तुत करना होगा। हालाँकि, निविदा प्राप्त करने की अंतिम तारीख से पहले किसी भी समय, बैंक किसी भी कारण से, चाहे स्वयं या संभावित निविदाकर्ता द्वारा अनुरोधित स्पष्टीकरण के जवाब में, संशोधन द्वारा निविदा दस्तावेज़ को संशोधित कर सकता है। इस प्रकार किया गया संशोधन बैंक की वेबसाइट https://www.rbi.org.in और MSTC लिमिटेड के ई-टेंडिंग पोर्टल (https://www.mstcecommerce.com/eprocn.) पर अधिसूचित किया जाएगा और सभी संभावित निविदाकारों पर बाध्यकारी होगा। निविदाकर्ता संभावित निविदाकर्ताओं को अपनी बोलियां तैयार करने में यदि कोई संशोधन हो तो उसे ध्यान में रखने के लिए उचित समय प्रदान करने के लिए, बैंक अपने विवेक से निविदा जमा करने की अंतिम तारीख बढ़ा सकता है।

- 5. निविदाकर्ता को ई-निविदा के संबंध में किसी भी संशोधन/शुद्धिपत्र/स्पष्टीकरण के लिए बैंक की वेबसाइट/एमएसटीसी-पोर्टल को नियमित रूप से देखना चाहिए। ई-निविदा जमा करने की अंतिम तारीख के बाद किसी भी ई-निविदा को संशोधित नहीं किया जा सकता है। ई-निविदा दस्तावेज़ में निर्दिष्ट अनुसार निविदा जमा करने की अंतिम तारीख और ई-निविदा वैधता अविध की समाप्ति के बीच की समयाविध में कोई भी ई-निविदा वापस नहीं ली जा सकती है। उक्त अंतराल के दौरान निविदा वापस लेने पर निविदाकर्ता द्वारा जमा की गई ईएमडी जब्त कर ली जाएगी। ई-टेंडर का भाग-। (तकनीकी बोली) 12 मार्च 2024 को शाम 04.00 बजे इलेक्ट्रॉनिक रूप से खोला जाएगा। भाग-। (तकनीकी बोली) खोलने के लिए अवकाश घोषित होने की स्थिति में, इसे अगले कार्य दिवस पर शाम 04:00 बजे खोला जाएगा।
- 6. केवल उन्हीं निविदाकारों की वित्तीय बोली (भाग-॥) खोली जाएगी जो तकनीकी बोली मूल्यांकन में पात्र पाए जाएंगे। वित्तीय बोली खोलने की तारीख पात्र निविदाकर्ताओं को ई-मेल के माध्यम से सूचित की जाएगी।
- 7. बैंक न्यूनतम ई-निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी ई-निविदा को पूर्ण या आंशिक रूप से स्वीकार करने और बिना कोई कारण बताए किसी भी ई-निविदा को अस्वीकार करने का अधिकार सुरक्षित रखता है। ई-टेंडर दस्तावेज़ बैंक की वेबसाइट लिंक-https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx पर भी उपलब्ध है।

क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक हैदराबाद

DISCLAIMER

Reserve Bank of India, Human Resource Management Department, Hyderabad, (herein after referred to as "the Bank"/ "RBI"/ "Reserve Bank") has prepared this etender document to give background information on the afore-mentioned contract to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its officers / employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive. Interested parties are required to make their own enquiries 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 e-tender. The information is provided on the basis that it is non – binding on the Bank or any of its officers / employees. The Bank reserves the right not to proceed with the etender or to change the configuration of the e-tender, to alter the time table reflected in this document or to change the process or procedure to be applied in the e-tendering process. 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 the persons or entities expressing interest.



Reserve Bank of India Human Resource Management Department Hyderabad

Notice Inviting e-Tender (NIT) (Only through e-procurement)

Schedule of Tender (SOT)

Sr. No	Particular	Details
1	E-tender Name and number	E-Tender for Suppliers for Supply of Provisions to the Officer's Lounge and Dining Room (OLDR) of Reserve Bank of India, Hyderabad
		No. RBI/Hyderabad Regional Office/HRMD/2/ 23-24/ET/440
2	Mode of E-tender	e-Procurement System (Online Part I – Technical Bid and Part II – Financial Bid through www.mstcecommerce.com/eprochome/rbi/)
3	Date of Notice Inviting e-tender available for download on RBI Website and MSTC Portal	January 30, 2024 (Tuesday)
4	Date of Pre-Bid meeting	February 21, 2024 at 3.00 PM (Wednesday) at Conference Hall, First Floor, RBI, Hyderabad.
6	Estimated value of e-tender	Rs.60,00,000/- (Rupees Sixty Lakh only)
7	Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	January 30, 2024 11:00 hrs (Tuesday)
8	Date and time of closing of online submission of e-tender (Technical Bid and Financial Bid).	March 11, 2024 17:00 hrs (Monday)
9	Date & time of opening of Part-I (Technical Bid)	March 12, 2024 16:00 hrs (Tuesday)

10	Date and time of opening of Part- II	Part-II (Financial Bid) will be opened	
	(Financial Bid)	electronically of only those bidder(s) whose	
		part–I (Technical Bid) is found accepted by RBI,	
		Hyderabad. Such bidders will be intimated	
		regarding date and time of opening of Part-II	
		(Financial Bid) through valid email given by	
		them.	
11	Earnest Money Deposit	Rs. 1,20,000/- (One Lakh Twenty Thousand only)	
		Last date for submission of EMD is March 11, 2024 14:00 hrs (Monday) Through National Electronic Fund Transfer (NEFT) only.	
		Beneficiary Account Number: 8614038 Beneficiary Name- Reserve Bank of India IFSC Code- RBIS0NEFTHY (5th being zero)	
		E-tender application(s) not accompanied by EMD will be treated as unresponsive and will be rejected.	
		(A mail should be sent to welfarehyderabad@rbi.org.in with transaction	
	details after making the payn		

Important instructions for applicants/bidders for E-procurement

This is an e-procurement event of Reserve Bank of India, Hyderabad. The e-procurement service provider is MSTC Limited. Tenderers are requested to read and understand the Notice Inviting e-tender, terms and conditions and subsequent Corrigendum, if any, before submitting the online e-tender.

A) Registration:

Any agency / contractor (herein after called the vendor) who intends to participate in the e-tendering process, has to register themselves as a vendor with MSTC e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically in the MSTC portal. Electronic Bidding for submission of technical Bid as well as financial Bid over the internet can be done in the said portal. The Vendor(s) should possess Class III Digital Signature signing Certificate (DSC). Vendors are to make their own arrangements for bidding from a computer connected to the Internet. MSTC/RBI, Hyderabad will not be responsible for making such arrangements. Bids will not be recorded in the above said e-tendering portal without DSC.

SPECIAL NOTE: THE TECHNICAL BID AND FINANCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn

- 1) Vendors are required to register themselves online with MSTC portal by following the links www.mstcecommerce.com/eprocn→ Registration should be as a Vendor by filling up the required details and creating own user id and password→ click on Submit.
- 2) Vendors will receive a system generated email confirming their registration in the MSTC portal in their email id which has been provided while filling out the registration form.
- 3) In case of any clarification required, please contact MSTC/RBI, Hyderabad, (before the scheduled time for submission of the e- tender).

Contact Person (RBI, Hyderabad):

- a) Shri Anil Kumar Mathanker, Assistant General Manager anilmathankar@rbi.org.in Ph.040-23267306
- b) Shri Rahul Kumar Meena, Assistant Manager <u>rahulmeena@rbi.org.in</u> Ph.040-23267319
- c) Smt. Vijaya Lakshmi, P.A., Assistant Manager– <u>pavijayalakshmi@rbi.org.in</u> Ph.040-23267319

d) Shri V Kushal Reddy, Assistant – vkreddy@rbi.org.in Ph 040-23267315

Contact person (MSTC Ltd):

- 1. Renu Purushotttam, Branch Manager rpurushottam@mstcindia.co.in Mobile: 08884406412
- 2. Suraiya R Shaik, Dy. Manager srshaik@mstcindia.co.in Mobile-7406047869
- 3. B Teja, JCA- bteja@mstcindia.co.in Mobile- 06281048513
- 4. Krishna Kanth, Technical Analyst- <u>krishna366377@mstcindia.co.in</u> Ph-8333036366
- 5. Rajsekhar, DEO, rajmstc@mstcindia.co.in Ph-8464073640
- 6. Dhananjay, dkumar@mstcindia.co.in Ph. 9650554645
- **B) System Requirements:** The systems requirements for registering with the MSTC portal and submitting e-tender is as below:
- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) Internet browser Internet Explorer-7 and above.
- iii) Class III Digital Signature Signing Certificate (DSC)
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To disable "Protected Mode" for Digital Signing Certificate to appear in the inbox following settings may be applied. •Tools => Internet Options => Security => Disable protected Mode If enabled. Remove the tick from the tick box mentioning "Enable Protected Mode".

For other Settings: The vendor(s) may follow the following links.

•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' follow the path

Tools→ Internet Options→ custom level (Please run Internet explorer settings from the page www.mstcecommerce.com once)

For more details, vendor(s) may refer to the Vendor Guide and FAQs available www.mstcecommerce.com/eprocn

C) Process of E-tender:

- **1.** The Prospective e- tenderers will have to submit the technical Bid (Part-I) and the financial Bid (Part-II) online at www.mstcecommerce.com/eprocn. E-tenders will be opened electronically on the date and time as given in the tender document.
- **2.** The information sought for in the e-tender should be entered in online tec format without any ambiguity.

3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. 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: Tenderers are advised to remit the transaction fee well in advance before the closing time of the event so that sufficient time is available with them to submit the bid online.

- **4.** Any information regarding tenders/corrigendum if any, uploaded in the MSTC portal by the Bank will be sent through email to the vendor's email-id as given at the time of registration with the MSTC portal. Hence, the vendors are required to ensure that their corporate email-id provided at the time of registration of vendor with MSTC is valid and updated. Vendor(s) are also requested to ensure validity of their DSC (Digital Signature Certificate).
- **5.** E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. Bidding in E-tender:

- a) Vendor(s) need to submit the necessary Earnest Money Deposit (EMD) to be eligible in the e-tender. No interest will be paid on the EMD. <u>E-tender application(s) not accompanied by EMD will be treated as unresponsive and rejected.</u> EMD of the unsuccessful vendor(s) will be refunded by the e-tender inviting authority after completion of the e-tendering process.
- b) The vendor(s) who have submitted transaction fee can only submit their documents through internet in MSTC website www.mstcecommerce.com/eprocn by following link \rightarrow Login as Vendor > My menu \rightarrow Auction Floor Manager \rightarrow live event \rightarrow Selection of the live event.
- c) The vendor(s) should allow running JAVA application in the system. This has to be done immediately after opening of Bid floor. Thereafter the vendor(s) have to fill up Common terms/Commercial specification, save the same and click on the technical bid. If JAVA application is not run in the system, then the vendor will not be able to save/submit his technical bid.
- d) After filling the Technical Bid, vendor(s) should click 'save' for recording the technical Bid. Once the same is done, the Financial Bid link becomes active and the same must be filled up and then vendor should click on "Save" to record their Financial Bid. Once both Technical and Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.
- e) Vendor(s) are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded by the vendor in the MSTC portal.
- f) In all cases, vendors should use their own user ID and Password along with Digital Signing Certificate at the time of submission of their bid.
- g) During the entire e-tendering process, the vendors will remain completely anonymous to each other.
- h)The e-tender floor shall remain open from the pre-announced date & time till the completion of the e-tendering process.
- i) All electronic bids submitted during the e-tendering process shall be legally binding on the vendor(s). The bid(s) will be considered as valid bid(s) offered by the

vendor(s) and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor(s) for execution of supply.

- j) It is mandatory that bids are submitted with class III digital signing certificate failing which the same will not be accepted by the system.
- k) The Bank reserves the right to cancel/ reject / accept / withdraw / extend the etender in full or part as the case may be without assigning any reason thereof.
- I) No deviation from the terms and conditions of the e-tender document by the tenderers is acceptable. Submission of bid in the e-tender floor by any vendor(s) confirms his acceptance of terms & conditions of the e-tender.
- m) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- n) No deviation from the terms & conditions as mentioned in the e-tender document is allowed.
- o) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- p) Vendor(s) are requested to read the vendor guide and go through the video in the page www.mstcecommerce.com/eprocn to familiarize themselves with the system before bidding.

Eligibility/ pre-Qualification Criteria:

Only those Vendors who fulfil the following criteria/ Technical requirements are eligible to apply for e- tender for suppliers for supply of provisions to RBI, Hyderabad:

- a) Tenderers should have a minimum of three consecutive years of experience in the field of supplying provisions. However, for firms having only three years of experience (non -consecutive), it should be within the last five years.
- b) Tenderers should have FSSAI (Food Safety and Standards Authority of India) certification.
- c) Tenderers should have supplied provisions (Perishable and Non-perishable items), such as, Grocery items, Vegetables, Fruits, Non-Veg items, Milk & Milk products, sweets, snack etc. to Govt./Semi-Govt./Public Sector/Banks/FI/reputed private sector organization for at least one year during the last three years.
- d) Tenderers should have a **minimum average annual turnover of ₹ 30 lakh** during the last three financial years (duly supported by audited or CA certified statement of accounts) viz. FY 2020-21, 2021-22 and 2022-23.
- e) Tenderers should have applicable tax registrations (PAN, TAN, GST, etc.).
- f) Tenderers should have Current account in a scheduled commercial bank.
- g) The Tenderers should ensure that they fulfil the prequalification criteria before submitting the tenders. The tenders submitted by tenderers who do not fulfil the prequalification criteria specified by the Bank will be summarily rejected.
- h) Tenderers should have their own office / establishment preferably at Hyderabad (duly supported by documentary evidence).
- i) Tenderers will have to pay **Earnest Money Deposit (EMD) of ₹ 1,20,000/-** (Rupees One Lakh Twenty Thousand only) through NEFT to following A/c:

A/c Name	RBI Hyderabad
A/c Number	8614038
IFS Code	RBIS0NEFTHY (Fifth digit is "zero" and not the English letter "o")

- j) At any point of time before/after opening of the tender, if the documents or the information provided by the tenderers is found to be incorrect, the application would be rejected. The Bank's decision in this regard would be final.
- k) If any adverse comments/complaints are received from the previous employer(s) against the tenderer before completion of the tender process, the Bank has the right to reject the tender without any prior intimation.
- I) The track record of the tenderer should be clean, and it should not have been involved in any illegal activity or financial irregularities.
- m) Vendors whose contract was/were terminated earlier by the Bank on account of unsatisfactory performance are not eligible to apply.
- n) There will be no guarantee on minimum turnover for ordering of provisions. The order may vary depending on our requirements.
- o) The vendor shall not engage any agent or enter into sub contract with any other vendor/s for supply of provisions.
- p) The vendor is not permitted to supply the provisions in *a la carte* form. The ordered items shall be delivered completely without any delay.
- q) High standard provisions/items shall be supplied. Random checks will be conducted periodically by the RBI officials in this regard.
- r) The delivery staff for delivering provisions to RBI, Hyderabad shall be employed by the vendor only and RBI shall not in any way be responsible for their terms of Employment/engagement or violation of any labour laws. The Vendor shall inform the staff so employed/engaged in this regard. The staff must have the necessary experience of delivery service. The staff shall be deployed for a full day and properly dressed besides being courteous, well-mannered, and attentive. Delivery staff should be well conversant in English/ Hindi/ Telugu, and he must obtain an entry pass issued by RBI and the same shall be displayed on person during the delivery of provisions and the delivery staff is not permitted to enter the Bank premises without a valid entry pass.
- s) The Bank reserves the right to demand a change of delivery staff if warranted. In case of leave taken by any delivery staff, it will be the responsibility of the vendor to ensure uninterrupted service/substitute arrangement. However, frequent changes in the personnel may be avoided.
- t) The staff/employees deployed by the vendor as delivery staff do not confer any rights to be the Employees of Reserve Bank of India.

- u) The vendor shall not make any changes, additions, or alternations to the orders placed. Prior permission shall be obtained before making any changes.
- v) As per the Abolition of Child Labour Act 2006, shall not engage a person below the age of 18 years.
- w) The tenure of the empanelment will initially be for one year and extendable a further period of two years at the sole discretion of the Bank.
- 2. No deviations/ conditions shall be stipulated by the tenderer in technical bids. Conditional tenders will not be accepted and will be summarily rejected.
- 3. Falsification/suppression of information shall lead to disqualification of the vendor even after assigning contract.

4. Termination Policy:

- i. The Bank reserves the right to levy penalty as deemed fit, to the vendor if there is deterioration in any kind of poor, unsatisfactory, deficient service, fraudulent activities, unsatisfactory/deficiency in the quality of provisions, 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 performance bank guarantee will be invoked.
- ii. The Bank reserves the right to remove the vendor from the contract by giving a notice of **30 days** without assigning any reasons thereof.
- iii. <u>Mutual Termination:</u> The vendor who wishes to exit from the contract shall give a notice by assigning the reason(s) thereof. On acceptance by the Bank, the vendor shall be removed from the contract after a period of 90 days from the day of acceptance by the Bank.
- 5. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under relevant laws, as applicable, in the matter. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 6. Each Vendor (each member in the case of partnership firm / joint venture/ proprietorship / consortium) is required to confirm and declare with the bid that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award of this work. They shall further confirm and declare that no agency commission or any payment, which

may be construed as an agency commission, has been or will be paid. If the Bank subsequently finds to the contrary, it reserves the right to declare the vendor as non-compliant and shall have the right and authority to remove the vendor from the empanelment.

- 7. The Bank shall obtain reports on the past performance of the vendor from previous/present clients. The Bank shall evaluate the said reports at any point of time before opening the tenders. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance reports received from its clients are found unsatisfactory, the Bank reserves the right to reject the offer even after opening of technical bid of the tender. The Bank is not bound to assign any reason for doing so.
- 8. In case the vendor has any doubts in the Tender document, he / she shall seek clarification from the Office of General Manager, Human Resource Management Department (HRMD) not later than ten days before the last day for submission of technical bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all vendors without disclosing the identity of the tenderer seeking clarification. All communication between the vendor and the HRMD shall be carried out in writing via e-mail only (welfarehyderabad@rbi.org.in). Except for any such written clarification by the Bank which is expressly stated to be an addendum to the tender document issued by the Office of General Manager, HRMD, no written or oral communication, presentation, or explanation by any other employee of the Bank shall be taken to bind or fetter the Bank under the contract.
- 9. Tenders not submitted as per the guidelines stated above are liable for rejection. The decision of the Bank in this regard shall be final. Before submitting the tender, the tenderer may go through the general terms and conditions/pre-qualification criteria/ general guidelines/ technical requirements on which the work will be awarded by the Bank and required to be executed by the vendor. The vendors may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and

conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender. Application containing false or inadequate information is liable for rejection. 10. The Regional Director, Reserve Bank of India, Hyderabad, reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and such decision will be binding on all the parties, at any time. **Regional Director** Reserve Bank of India, Hyderabad

General Terms and Conditions

- The contract shall be initially valid for a period of one year tentatively from April 01, 2024, to March 31, 2025. The Bank reserves the right to extend the period of contract for a further period of up to three years (one year at a time) on terms mutually agreed upon.
- 2. The suppliers will supply the items as per the requirement of the Bank on daily basis. The Bank will provide the brand of the items and name of the stores (Ratnadeep, Super Bazar, D-Mart etc.) The supplier would be bound to supply the items from the stores as specified by the Bank only.
- 3. Any deficiency in services and quality as well as quantity of the items supplied from the specification, decided by the Bank, will not be accepted. A penalty will be levied for any such violation, as deemed fit.
- 4. The Vendor shall not sub-let the contract. In case of any violation in this regard the Bank reserves the right to terminate the contract.
- 5. The vendor shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank's people and/or property.
- 6. Performance Bank Guarantee: On award of contract, the successful Bidder shall furnish an amount of 10% i.e. Rs. 6,00,000/- (Rs. Six lakh only) of estimated value of contract in the form of a Performance Bank Guarantee as per Annexure VII from any Scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be valid for a period of 60 days after the expiry of the contract period. All compensation or other sums of money payable by the successful bidder to the Bank under the terms of this contract may be deducted from the security deposit if the amount so permits unless the successful bidder deposits such amounts in cash within ten days of issue of demand notice by the Bank.

- 7. The tender form should be filled in English. If any of the documents prescribed is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- 8. The Vendor, as per the Child Labor (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

9. Prevention, prohibition and Redressal of sexual harassment

- (i) The successful tenderer / agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the tenderer / agency and the tenderer / agency shall ensure appropriate action under the said Act in respect to the complaint. The successful tenderer shall confirm the constitution of Internal Complaints Committee for the purpose, wherever applicable.
- (ii) Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (iii) The successful tenderer shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the tenderer, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the successful tenderer is proved.
- (iv) The successful tenderer shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (v) The successful tenderer 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 from the date of engagement/deployment).

10. Indemnity

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

- 11. The vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees, agents, persons, official so deployed and ensure preservation of peace and protection of persons and property of RBI, Hyderabad
- 12. Incomplete forms or those without proper documentary evidence etc. (as desired above) will be rejected by the Bank. **No further correspondence shall be entertained** by the Bank in this regard.
- 13. The vendor shall always abide by all extant security guidelines of the Bank at all times.
- 14. 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, Hyderabad, or his/ her nominee.
- 15. 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 to is being transferred or vacating his office or resigning or refusing to work or being unable to act for any reason whatsoever, the Regional Director, RBI, Hyderabad shall appoint another person to act as arbitrator in place of the out-going arbitrator and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by its predecessor.
- 16. The arbitrator shall give interim awards and / or directions, as may be required.

- 17. The provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under and any amendment thereof, from time to time being in force, shall be deemed to apply to the arbitration proceedings.
- 18. **Jurisdiction:** This agreement shall be subject to the jurisdiction of the courts at Hyderabad. The agreement is governed by the laws of India.
- 19. Suppliers/Vendors who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document should apply online only (No offline mode submission allowed).
- 20. The supplier must hold valid licenses issued under FSSAI Act 2006 or any other license as applicable as on the date of application or as applicable under any law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with /selling of above provisions / items. The suppliers will further ensure and undertake that their licenses remain valid till the end of the contract period. The supplier must **not have** been convicted by the State FDA and **no case** should be pending under the Prevention of Food Adulteration Act and Rules.
- 21. The supplier should have undertaken similar business arrangements for the respective category with at least one Govt./Semi-Govt./Public Sector/ reputed private sector organization during the last three years. Documentary proof is to be enclosed.
- 22. The supplier should agree to supply all the provisions under the category on a daily basis that the Bank indents. The brand of the items and names of the reputed stores will be provided by the Bank. The supplier will be bound to purchase the items from the stores as specified by the Bank. Failure to do so elsewhere in the document will result in automatic forfeiture of the Bank Performance Guarantee.
- 23. The supplier/contractor should not have been debarred/ black-listed by any Govt. /Semi-Govt. /Public Sector organization.

- 24. **Scope of work** The supplier will supply the provisions on the stipulated date and time and at the specified place on the basis of the indents issued from time to time by the Bank. The estimated cost of the work is ₹ 60 lakh. The details of the expected Annual procurement are given in Annex V
- 25. **Billing** The supplier should bring all the items from reputed outlets as specified by the Bank like Ratnadeep, D-Mart, Super Bazar etc. The vendor should submit printed copy of the bills in support of the claimed amount. Over Head Charges (inclusive of all) will not be paid more than the quoted amount (% of bill amount) in financial bid by the vendor.
- **26.Period** The period of Contract shall be for a period of one year, initially and shall be extended for a further period of two years (one year each) subject to satisfactory performance at the sole discretion of the Bank.
- **27. Earnest Money Deposit (EMD) –** Intending tenderers shall pay Earnest Money Deposit (EMD) of ₹ 1,20,000/- mentioned below via NEFT only.
 - a. The Earnest Money Deposit (EMD) paid by the tenderer shall be held by the Reserve Bank of India as Security for the execution of e- tender until completion of tender process.
 - b. The EMD amount deposited by the unsuccessful vendors shall be returned to the vendors via account transfer within 30 days from the completion of empanelment. No interest shall be paid on EMD.
 - c. The EMD amount deposited by the **successful** vendors shall be returned to the vendors after obtaining the security deposit/Performance Bank Guarantee.
- 28. Application procedure The supplier / Vendor shall be responsible for ensuring that his application is submitted online on or before the due date and time. The Bank is not responsible for any technical glitch which may lead to non-submission of application. The vendor shall ensure that the application is submitted successfully. All costs in connection with the e- tender shall be borne by the vendor.
- **29. Right to accept** / reject any or all applications The Bank reserves the right to accept or reject any or all the applications in full or part without assigning any reasons. The Bank reserves the right to scrap the panel at any time, without assigning any reasons

thereof. The Bank's decision in this regard shall be binding and final. The Regional Director, Hyderabad, has the right to modify / alter any requirements in this document at his/her discretion in the interest of the Bank as deemed appropriate by him/her. His/her decision in this regard shall be final.

30. Indent for and delivery of supplies (items)

a) On receipt of indent for supply from the Bank, the delivery of items in full shall be made at the premises of the Bank's OLDR to which the indent pertains, on the next working day as specified below:

I Milk & Dairy items – at 09.30 am.

II. Non-vegetarian items – at 09.30 a.m.

III Groceries – at 09.30 a.m.

IV Vegetable at 09.30 am.

- b) Groceries as specified by the office from time to time are to be delivered within specified time.
- c) In case of indent for specific brand of provision, the brand shall not be substituted.
- d) The supplier should not stop the supplies of the provisions without giving at least 30 days' notice. The bank has the right to levy penalty as a demand fix if the services are affected without any such notice.
- e) The supplier/delivery person stay in the premises itself during the office hours to supply the items in case of any further requirement.

31. Presentation of bills

- a) The supplier shall present the bill to the office for the supplies made, on the first week of the subsequent month. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount if any, name of manufacturer, batch No., date of manufacturing & expiry date, indent No. with date, overhead charges etc. and any other information required by the Bank.
- b) The bill submitted should be supported by the original invoice and must be certified by the Lounge supervisor, OLDR, before presenting for payment.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) and(b) above will not be entertained.

32. Payment

Payment of the bills presented will normally be settled within 15 days from the date of presentation of the bill. However, no interest/damages shall be made by the bank in case the payment is delayed for any reasons. The payments shall be made through NEFT, for which supplier should give requisite details of bank address, name of the branch account number, IFSC Code etc.

33. Corrupt, fraudulent, or unethical practices

The provisions to be supplied should be of the **best quality** (best certified brands available in the market for groceries and dairy products, fresh products for meat and perishables). In pursuance thereof, the terms are set forth as follows:

- a) The supplier shall not resort to offering, giving, receiving, or soliciting of anything of value to influence the action of any official of the Bank during the entire process.
- b) The Bank will declare a supplier ineligible, either indefinitely or for a specified period of time, if at any time, it determines that the supplier has engaged in corrupt and fraudulent practices.
- c) The supplier should ensure that any person appointed by him for any purpose is not under the age of 18 years. The suppliers should have complete information on the delivery persons engaged and ensure that only persons having a clean police record are deployed for RBI duty. The suppliers shall arrange to provide the Bank with copies of the photographs of the delivery persons along with their Government issued Photo identity card (PAN, AADHAAR, Bank Passbook, Voter ID) with their names and addresses and Contact Numbers.
- d) The Bank may, without prejudice to any other remedy for breach of contract, at its sole discretion, forfeit the performance Bank Guarantee or even terminate the empaneled vendor in whole or part in respect of any supplier for any of the following reasons:
 - i. Supply of sub-standard/ spurious/ substitute provisions.
 - ii. Delay in supply/ refusal to supply/ non-supply of provisions.
 - iii. Overcharging of prices in the bill.

- iv. In case it is found that any particular provision's date is expired or is near the date of expiry.
- v. If the supplier fails to perform any other obligation(s) under the contract.
- vi. In the judgment of the Bank, if the supplier has engaged in corrupt or fraudulent practices or fails to adhere to the terms and conditions as laid out by RBI, Hyderabad.
- f) It is noticed during subsequent scrutiny of the bill that if any excess amount has been paid to the supplier, then the supplier shall refund the disputed/excess amount already paid by the Bank. The Bank may also stop payments due or recover the cost of such supplies from the amounts due to the supplier.

34. Arbitration

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Bank and the Bidder in connection with or arising out of the Contract, whether during the empanelment period or upon completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled under the sole arbitration of the Regional Director, Human Resources Development Department, Reserve Bank of India, Hyderabad who shall give written award of his/her decision to the Bidder. The decision of the Regional Director, RBI, Hyderabad shall be final and binding.

35. Force Majeure

Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

36. Notice for Termination of Contract

Either party shall terminate this contract mutually by giving **three months' (90 days) notice in advance** to the other party. On expiry of or early termination of the Agreement, the vendor shall give up all licenses and permits, in force, relating to providing services in OLDR of the Bank.

37. Risk and Cost Clause

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.

Selection Criteria:

Selection of final successful vendor shall be done by the Bank. The Bank will award the tender to the tenderer who fulfills all eligibility criteria and qualify in technical bid and quote lowest overhead charges in the financial bid. In the case of tie, vendor's past performance, turnover and experience will be taken into consideration. The Bank's decision in this regard will be final and binding. ******

Part I - Technical Bid

Part I - This part shall contain the unpriced tender consisting of complete technical specification including documents and terms and conditions technical aspects of the tender.

	Annexure – I
From,	
То	
The Regional Director	
Reserve Bank of India	
Human Resources Management Department	
Saifabad, Hyderabad– 500004	

APPLICATION FORM FOR SUPPLIERS FOR SUPPLY OF PROVISIONS FOR OLDR, RBI, HYDERABAD

Sr. No.	Item	Details
1	Name of the Organization	
2	(a)Type of organization - (whether Proprietorship / Partnership / LLP / Pvt. Ltd / Ltd Company).	
	(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(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank.	
	Regd. Office / Business Address of the organization along with Telephone No, Mobile No, Fax No and email.	
4	(a)Whether having own office in Hyderabad.	
	(b) Address of the local office at Hyderabad	

	(c) Name of the authorized official and his/her telephone number.	
5	PAN No.	
6	Bank Details (including type of account and IFSC Code)	a) Name of the Account Holder: b) A/c No.: c) A/c type: d) Name of the Bank: e) Name of the Branch: IFS Code of the Branch:
7	Whether belong to MSME category and if so, whether have been registered under MSME Act. If yes then submit the copy of MSME registration certificates.	
8	Work Experience – Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates. The details along with documentary evidence of previous experience, if any, of similar services for the Reserve Bank of India at any centre or government / semi-government / public sector undertakings / banks / MNCs should also be given.	
9	Whether Manufacturer/ Authorized Distributor/ Dealer / Agency /retailer	
10	Whether average business turnover of last three financial years is ₹ 30 lakh. If Yes, Turnover from the business done per annum. during each of the last three years.	2020-21 2021-22 2022-23
11	Mailing Address	
12	Whether the Supplier holds valid license (s) on the date of application for various categories of provisions issued by the FDA of the State under the provisions of the Prevention of Food Adulteration Act or as applicable under any law in force. Please give details of licenses.	

13	Whether the Supplier has been convicted by the State FDA Controller or any case is pending against the Supplier under the Prevention of Food Adulteration Act and Rules made there under?	
14	Name of Government / Public Sector/ Private Sector/ Corporate clients of the supplier for bulk supply of provisions and the value of work executed in last 3 years. Also give Contact person's name and telephone numbers.	
15	Name, address and contact detail of any other major clients along with value of similar works executed with them during last 3 Years.	
16	Performance certificates from clients during last 3 years as per Annexure - II	

I have read and understood the notice issued by Reserve Bank of India, containing the eligibility criteria and the terms and conditions for tender for suppliers for supply of provisions. I fully accept the terms and conditions. I also understand that the Bank reserves the right to accept any or reject any or all of the applications without assigning any reasons.

Date:	
	Name & Signature of the Tenderer/authorized person
Place:	

Part I of the tender as submitted shall also contain the following:

The following documents should be submitted online/uploaded (Self attested) in the MSTC website

- 1. Application form (Annex I).
- 2. Client Certificate (Annex II).
- 3. Banker's Certificate (Annex III).
- 4. Duly filled and attested copy of Declaration.
- 5. Detail(s) of Bankers (Annex IV).
- 6. Declaration for non conviction of any offense/ pending case (Annex VI).
- 7. Self-attested copies of valid licenses issued under FSSAI / any other valid license for conducting the business as on the date of application.
- 8. Copies of the balance sheets or Income tax return submitted for the last three financial years, (2020-21, 2021-22 and 2022-23) duly certified by a Chartered Accountant.
- 9. Self-attested copy of PAN/TAN card allotted to the supplier/vendor.
- 10. Self-attested copy of GST registration.

Part - II- FINANCIAL BID

(To be read only with the purpose of e-tendering on MSTC portal only and not for uploading PDF)

In response to the above and in full agreement with the terms and conditions and the pre- qualification criteria as stipulated by the Bank, I/We submit our offer as under: -

Sr. No.	Description	% of the bill amount (to be quoted by tenderer which should not be zero)
1	Overhead charges over and above the purchase price, duly supported by original purchase invoice	

Instructions and conditions:

- a. Original purchase invoice has to be submitted along with the bill submitted by the Vendor. The payable amount shall be original purchase amount and overhead charges (inclusive of all i.e. GST, delivery charges, transportation, labour etc.). Overhead charges should not be zero.
- b. The bidder quoting lowest overhead charges will be considered as L1.

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE

Name & ad	dress of	the client:					
Details	of	works	executed	by	Shri. /	Smt.	1
M/s			(Name of the supplier)				

S. No.	Item	Details
1	Name of work with brief particulars	
2	Estimated Cost of the Contract	
3	Contract/ Agreement amount	
	(Approximates are also acceptable):	
4	Agreement Execution Date:	
	Valid till:	
5	Details of penalties levied (indicate amount)	
	if any for non- performance or non-	
	adherence to terms:	
6	Name, address, telephone number and	
	email id of the authority under whom supply	
	executed	
	Name & Designation:	
	Telephone No: Email:	
7	Comments on the capabilities of the	
	supplier: (Rate on the scale from 1 to 5 – 1	
	being very bad and 5 being excellent)	
	a. Technical proficiency	
	b. Financial soundness	
	c. Adherence to timelines	
	d. Quality of work	
	e. General behavior	

The undersigned is competent to issue this certificate.

*'Countersigned'

Signature of the Reporting
Officer with office seal
Name & Designation:

Bankers' Certificate

The Regional Director Reserve Bank of India Saiafabad Hyderabad-500004

Bankers' Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information M/s./Shri
having the noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs
This certificate is issued without any guarantee or responsibility on the Bank or any
of the officers.
(Signature with Seal)
Date:
Name & Designation:
For the Bank:

Note:

- 1. Bankers' certificates should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

DECLARATION

(To be submitted in the Technical Bid, on the Letter head of the company duly signed by authorised signatory)

- 1. The information provided by me / us is true to the best of my / our knowledge and if any information is found incorrect or false, I/we may be debarred from the tender process / being awarded the contract.
- 2. I / We agree to abide by the Instructions, terms and conditions stipulated by the Bank as mentioned in the tender document.
- 3. 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 tender 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 valid during the entire period of validity of tender.
- 4. I / We understand that the Reserve Bank of India, Hyderabad reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this	day of	2024.	
		Signature:	
		Name:	
		Seal of the Tenderer:	

Annex IV

Details of the Banker(s)

(To be printed on firm's letterhead)

Particulars	Banker 1	Banker 2
Name of the Branch and its		
complete postal Address		
Name and Job-title of the		
Contact Person along with		
his/her Telephone No(s) and		
Fax No.(s) etc.		
Type of Account		
Account number		
Whether Credit		
Facility/Overdraft facility		
enjoyed by the vendor.		
The period from which the		
vendor has been banking with		
the Banker		
Any other information which the		
vendor may like to furnish about		
its Bankers		
IFSC code of the Branch		

Annexure V

Annual Procurement

The Expected Annual Procurement for supply of following categories of Provisions is indicated below - (The figures are only indicative and may vary depending on the actual requirements)

SI. No.	Categories of Provisions	Expected Annual Procurement/ turnover in ₹ (lakhs)
1	Groceries	13.00
2	Vegetables, Fruits and Non-Vegetarian items	24.00
3	Milk and Dairy items	7.00
4	Snacks	16.00
	Total	60.00 lakh

Note: EMD is calculated as two percent of Expected Annual procurement i.e. ₹1,20,000/-(Rupees One Lakh Twenty Thousand only)

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 ca	se 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 for	egoing 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		

Pro forma of Bank Guarantee for Performance Security Deposit

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

No	Date:
То,	
The Regional Director Reserve Bank of India Hyderabad – 500004	
Dear Sir,	
In consideration of your agreeing deposit of INR (INR M/s (hereinafter referred to as with you for "Supply of Provision for Office Reserve Bank of India, Saifabad, Hyderabad your terms and conditions of contract agreen thereto subject to the conditions and alteration referred to in your Contract dated in the hereinafter contained, we	only) furnishable to you by "the Contractor") in terms of their contract rs' Lounge and Dining Room (OLDR) at as per their tender datedand ment and other tender documents relating ons mutually agreed upon the set forth or e form of guarantee from us in the manner
(Name of the Bank) do hereby covenant and a	agree with you as follows:
1. We undertake to indemnify you and kee extent of INR (INR only) against by or that may be caused to or suffered by yo the part of the Contractor of any of the terms ar and in the event of the Contractor making any work under the said Contract or otherwise in the terms and conditions relating thereto in act thereof, we shall forthwith on demand pay to yo the said sum of INR (INR only and/or damages, costs, charges or expenses Contractor.	t any loss or damage caused to or suffered to by reason of any breach or breaches on ad conditions contained in the said Contract default or default in carrying out any of the the observance and performance of any of cordance with the true intent and meaning ou such sum or sums not exceeding in total of as may be claimed by you as your losses
2. Notwithstanding anything to the con Contractor has made any such default or defayou are entitled by reasons thereof will be bir	

3. This guarantee shall continue and hold good until it is released by you on the

forthwith on your demand without any protest or demur.

ask you to establish your claim or claims under this Guarantee but will pay the same

application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate",

- 4. provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- 5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR ______ only) as aforesaid.
- 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
- 7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
- 8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
- 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

- 10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing unconcealed and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
- 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
- 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
- 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
- 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED
(For & on behalf of the above named Bank)
For & on behalf of
(Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)
Address