

भारतीय रिज़र्व बैंक मानव संसाधन प्रबंध विभाग चेन्नै-600001

<u> ओएलडीआर डेस्क</u>

भारतीय रिज़र्व बैंक, चेन्नै में कैंटीन सुविधा उपलब्ध कराने के लिए केटरिंग ऐजंसियों से निविदा आमंत्रण

आरबीआई, चेन्नै में स्टाफ कैंटीन चलाने के लिए (कैंटीन चलाने में पर्याप्त अनुभव वाले) स्थापित और प्रतिष्ठित केटरिंग एजेंसियों से दो बोली प्रणाली के तहत सीलबद्ध निविदा आमंत्रित की जाती हैं। प्रतिष्ठित इच्छुक कंपनियां / फर्म बैंक की वेबसाइट www.rbi.org.in से निविदा फार्म् डाउनलोड कर सकते हैं। भरे गए निविदा फार्म 26 दिसंबर 2018 (बुधवार) को अपराहन 2.00 बजे तक दूसरी मंज़िल एचआरएमडी, आरबीआई, फोर्ट ग्लेसिस, 16 राजाजी सालै, चेन्नै - 600 001 में जमा किए जाने चाहिए। उपर्युक्त निविदा के संबंध में किसी भी तरह का संशोधन केवल हमारी वेबसाइट www.rbi.org.in पर ही प्रकाशित किया जाएगा।

इसी प्रकार के कार्य करने में **चार वर्ष** का अनुभव रखने वाले और वर्तमान में सरकारी विभागों / लोक / प्रतिष्ठित निजी क्षेत्र के संस्थानों में से **किसी एक** में प्रति वर्ष कम से कम रुपये **20 लाख** तक की संविदा मूल्य पर सेवाएं प्रदान करने वाली कंपनियां / फर्म/ भागीदार / एकल स्वामित्व वाले इस कार्य के लिए निविदा भरने के लिए पात्र हैं।

<u>महत्वपूर्ण दिनांक</u>

क्र.सं.	विवरण	दिनांक	समय
1.	निविदा आमंत्रित करते हुए समाचार पत्रों और	13 दिसंबर 2018	पूर्वाहन 10.00 बजे
	आरबीआई वेबसाइट में नोटिस प्रकाशित करने की		
	दिनांक		
2.	सभी दस्तावेज़ (भाग – । और भाग – II) प्रस्तुत करने	26 दिसंबर 2018	अपराहन 02.00 बजे
	की अंतिम दिनांक		
3.	तकनीकी बोलियों का खोला जाना	26 दिसंबर 2018	अपराहन 04.00 बजे
4.	वित्तीय बोलियों को खोला जाना	भाग-1 में पा	त्र पाई गई फार्मों को
		सूचित किया ज	। मिल्या

<u>निम्नलिखित अन्देशों के अनुसार निविदा प्रस्तृत की जाएगीः</u>

भाग – । के ऊपर "तकनीकी बोली" लिखा जाना चाहिए और उसमें निम्नलिखित शामिल होने चाहिए :

- (i) अनुबंध । भाग । (तकनीकी बोली / आवेदन फार्म) निविदाकर्ता द्वारा विधिवत भरे गए और हस्ताक्षरित।
- (ii) अन्बंध 2- बैंक का विवरण।
- (iii) बयाना जमाराशि (ईएमडी) के रूप में आरबीआई,चेन्नै के पक्ष में आहरित रु.40,000/- (रुपये चालीस हज़ार मात्र) का मांग ड्राफ्ट।
- (iv) निविदा दस्तावेज़ में अपेक्षा किए / विनिर्दिष्ट किए गए अन्सार अन्य कोई दस्तावेज़।

भाग ॥ के ऊपर "मूल्य बोली" लिखा जाना चाहिए और इसमें निविदाकार के पत्रशीर्ष पर संलग्न प्रारूप (अनुलग्नक ॥) में निविदाकार की उद्धृत दरों को शामिल किया जाना चाहिए, साथ ही इसके साथ इस आशय के दस्तावेज़ की वास्तविक प्रति होनी चाहिए कि तकनीकी वित्तीय बोली का हस्ताक्षरी निविदाकर्ता के लिए और उसकी ओर से हस्ताक्षर करने के लिए प्राधिकृत है। निविदाकर्ता का भाग ॥ केवल तभी खोला जाएगा जब भारतीय रिजर्व बैंक, चेन्नै तकनीकी बोली (भाग ॥) से संतुष्ट है जो कि पहले खोला जाएगा।

(v) (भाग । और भाग ॥ के लिए अलग-अलग लिफाफों को एक अन्य सीलबंद लिफाफे में डाला जाए जिसके ऊपर <u>"भारतीय रिज़र्व बैंक, चेन्नै में कैंटीन सुविधा उपलब्ध करवाने के लिए केटरिंग एजेंसियों से</u> <u>निविदा आमंत्रण</u>" लिखा हो। इस लिफाफे को 26 दिसंबर 2018 तक अपराहन 2.00 बजे तक दूसरी मंजिल पर स्थित एचआरएमडी, भारतीय रिज़र्व बैंक, फोर्ट ग्लेसिस, 16, राजाजी साल्लै, चेन्नै- 600 001 में भेजा जाए। टेलीग्राफ / फैक्स / ई-मेल से निविदाएं स्वीकार नहीं की जाएंगी। निविदाकर्ता का पूरा नाम, डाक पता, ई-मेल पता और टेलीफ़ैक्स /टेलीफोन नंबर मुहरबंद लिफाफे के निचले बाएं कोने पर लिखा जाएगा। निविदा में कुछ भी जोइना, बाद में लिखना या बदलने को तब तक वैध नहीं माना जाएगा जब तक कि निविदाकर्ता के हस्ताक्षर से उसकी पुष्टि नहीं की जाती है। कथित दिनांक और समय के बाद प्राप्त फॉर्मों पर विचार नहीं किया जाएगा। निविदाओं की सभी प्रतियां सभी अनुलग्नकों, संलग्नकों और अनुबंधों के साथ सभी प्रकार से पूर्ण होनी चाहिए। निविदा के संबंध में सभी पत्राचार केवल ई-मेल (oldrchennai@rbi.orq.in) के माध्यम से किया जाएगा।

अधूरे फार्म या उचित दस्तावेजी साक्ष्य इत्यादि (जैसाकि ऊपर वांछित है) के बिना निविदा फार्मों को बैंक द्वारा त्रंत ही अस्वीकृत कर दिया जाएगा।

<u>एल 1 चयन की प्रक्रिया</u>

 पहले चरण में, 26 दिसंबर 2018 (बुधवार) को अपराहन 2.00 बजे तक सीलबंद लिफाफे (भाग। तकनीकी बोली और भाग॥ कीमत बोली दोनों को शामिल करते हुए) और उसी दिन 26 दिसंबर 2018 (बुधवार) को अपराहन 4.00 बजे निविदा के प्राधिकृत अधिकारियों, यदि वे उपस्थित होना चाहे तो, के समक्ष तकनीकी बोली खोली जाएगी।

- तदुपरांत, तकनीकी बोलियों की जांच, साइट के दौरे आदि के आधार पर चुने गए और पात्र पाए गए केवल उन्हीं निविदाकर्ताओं की वित्तीय बोली (भाग॥) खोलने की दिनांक पात्र वेंडरों को ई-मेल द्वारा सूचित की जाएगी।
- 3. तकनीकी बोलियों की जांच, साइट के दौरे, गुणवत्ता जांच, और खाने और सेवाओं पर प्रतिक्रिया, बाज़ार प्रतिष्ठा, बाज़ार फीडबैक, आसूचना रिपोर्ट, पिछले नियोक्ता से प्रतिकूल शिकायत, विक्रेता की वित्तीय स्थिति जैसे कारकों पर सफल बोली कर्ता (भाग 1) का चयन करते समय विचार किया जाएगा।
- भाग II (कीमत बोली) को, सूचित किए गए दिनांक (ई-मेल द्वारा) को भाग I पात्रता प्राप्त निविदाकर्ता के प्राधिकृत प्रतिनिधियों, यदि वे उपस्थित होना चाहें तो, के समक्ष तकनीकी बोली खोली जाएगी।
- 5. कीमत बोली (भाग- II) में बोलीकर्ताओं का चयन / की रैकिंग भारांक पद्धति के आधार पर किया जाएगा। इस पद्धति में, प्रत्येक वस्तु / कोंबोस के लिए भारांक दिया जाएगा। कुल भारांक कीमत पर पहुँचने के लिए निविदाकर्ता द्वारा सभी वस्तुओं/कोंबोस पर कोट किए गए न्यूनतम दर/कीमत को एकसमेत लिया जाता है। न्यूनतम कीमत बोली को प्रथम स्थान (एल1) दिया जाएगा। (अधिकतम जानकारी और एल 1 चयन की प्रक्रिया के लिए प्रयुक्त भारांक पद्धति पर केस अध्ययन के लिए अनुबंध IV का संदर्भ लें)। वर्तमान विक्रेता से चर्चा करने के बाद ही विभिन्न वस्तुओं के लिए भारांक दिया गया है। न्म्ललिखित किसी भी वस्त्ओं की मात्रा के बारे में बैंक प्रतिबद्ध नहीं है।

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क्रम. स.	मद प्रकार	वस्तु(एं)	भारांक (%)
1	А	दक्षिण भारतीय भोजन	30
2	В	विशेष भोजन	05
3	С	उत्तर भारतीय भोजन	05
4	D	नास्ता	25
5	E	विशेष /विभन्न चावल	20
6	F	स्नैक्स	05
7	G	पेय	10

6. वित्तीय बोली को खोलने के एक सप्ताह के भीतर अंतिम सफल विक्रेता को सूचित / घोषित किया जाएगा। सफल विक्रेता कार्य सौंपने के एक सप्ताह के भीतर स्टाम्प पेपर पर द्विभाषिक (हिंदी और अंग्रेज़ी) में करार निष्पादित करेंगे । यदि चयनित विक्रेता संविदा के सौंपने के बाद औपचारिक करार हस्ताक्षरित करने में असफल रहता है अथवा नियत तिथि, जिसे बाद में सूचित किया जाएगा, पर कार्य शुरु करने में असफल रहता है तो मांग पत्र को रद्द किया जाएगा और उसके द्वारा जमा की गई ईएमडी को भी जब्त कर लिया जाएगा।

Terms and conditions to qualify in the tendering process:

Pre-Qualification Criteria / Technical Requirements:

- 1. 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:-
 - I. The caterer shall have minimum four years of experience in undertaking the work of similar nature with a contract value of not less than ₹20 lakhs per year in at least one institution.
 - II. FSSAI certification is compulsory.
 - III. Caterer should have applicable tax registrations (PAN, TIN, GST, etc.).
 - IV. Caterer should have the requisite License / Certificate by the Government to carry out the business including all the clearances from the statutory bodies.
 - V. Caterer should have Current account in a scheduled commercial bank.
 - VI. The Caterers should ensure that they fulfil the prequalification criteria before submitting the tenders. The tenders submitted by Caterers who do not fulfil the prequalification criteria specified by the Bank will be summarily rejected.
 - VII. The caterer shall supply vegetarian items only.
 - VIII. Caterer will have to pay EMD of Rs. 40,000/- (Forty thousand rupees only) through a Demand Draft in favor of "Reserve Bank of India", payable at Chennai (DD should be attached with Part I of the tender forms). Security deposit of Rs. 1,00,000/- (Rupees One lakh only) should be paid by the successful bidder in the form of DD after the award of contract.
 - IX. EMD of Rs.40,000/- shall be returned to successful vendor after the receipt of security deposit of Rs.1,00,000/-.
 - X. At any point of time before 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.
 - XI. The Caterer should have a valid food license from the Municipal authorities and minimum four years of experience of running canteen with any organisation (Documentary proof to be enclosed)
 - XII. If any adverse comments/complaints are received from the previous employer(s) against the caterer, the Bank has the right to reject the tender without any prior intimation.
 - XIII. Should have clients like PSUs/Banks/FIs/Corporates/Govt /semi-Govt organisation to its credit, where minimum 50- 70 lunches are served every day.
 - XIV. The track record of the catering agency should be clean and it should not have been involved in any illegal activity or financial frauds.
 - XV. Bidder(s) whose catering contract was terminated by the Bank on account of unsatisfactory performance or, refused to enter into agreement after award of contract are not eligible to apply.
 - XVI. The Bank reserves the right to accept either in full or in part any tender and to reject any or all offers without assigning any reason thereof. Bank's decision in this regard shall be final.
 - XVII. There would be no fixed remuneration given by the office for Staff Canteen. The revenue would be generated by the sale of food items in the canteen for

which the visiting staff would pay in **Cash** or by **Sodexo Card**. The canteen has to accept the Sodexo Card and they have to get it reimbursed by the Sodexo Company on their own. Affiliation to M/s. Sodexo SVC India Pvt Ltd is mandatory.

- XVIII. The caterer is to prepare and serve food items for Bank's staff members and such persons duly authorised by the Bank. There will be no guarantee on minimum turnover in the Food consumed in the staff canteen.
 - XIX. Bank will not grant any subsidy to the caterer and the cost of fuel shall be borne by the caterer. Further, necessary space, electricity, water and use of existing infrastructure will be provided free of charge by the Bank. The final price of items to be served in the staff canteen shall be considered based on the above mentioned facilities.
 - XX. The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. The Contractor shall not engage 'Minors' for catering service in the canteen. The contractor shall ensure payment of minimum wages plus VDA to all workmen staff employed by the caterer. The contractor shall maintain day-wise attendance register of workmen staff engaged in the work. The contractor shall issue monthly salary slips to the employees and a wages register shall be maintained in this regard.
 - XXI. The contractor should maintain and be able to furnish all registers as and when called for by the Regional Labour Commissioner. An undertaking will be obtained, on a 'Non-judicial stamp paper' of applicable value on award of contract from the contractor, to the effect that he undertakes to actually pay wages to all the labourers of all descriptions to be engaged by him for completion of that particular job/work/project/contract completion, at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and to ensure compliance of essential amenities as provided under the CLRA Act and also keep Reserve Bank of India indemnified against all the actions that may be initiated against the Reserve Bank of India by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. As and when the contractor employs more than 20 workers as contract labour, he shall obtain licence from competent authority in accordance with the provisions of the CLRA Act. The total numbers of contract labourers engaged by the contractor need not be those with RBI alone, it can be with any other establishments also. The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or The Tamilnadu Catering Establishment Act, 1958 or any other law, as applicable, failing which he alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the contractor.
- XXII. The Caterer shall not engage any agent or enter into sub-contract with any other caterer/s for running the said staff canteen.
- XXIII. The Caterer will have to cook in the kitchens attached to the canteen in the Main Office Building (MOB) of the Bank necessarily except under such circumstances as approved by the Bank. Good quality branded mustard/sunflower oil should be used for cooking the items. The rice to be served in the lunch should be of good quality.
- XXIV. Caterer is permitted to sell the food items in **a la carte** rate or in the combined form of lunch/snacks.

- XXV. The Caterer should use only commercial LPG cylinders in the staff canteen. Use of kerosene and other flammable items are strictly prohibited.
- XXVI. The Caterer should have personnel with relevant experience at the supervisory level. The supervisor must have the ability to supervise the entire affairs of the staff canteen and must have cordial disposition. The support staff must have necessary experience of table service.
- XXVII. High standard of hygiene and cleanliness shall be maintained regularly, which will be verified periodically by the RBI officials nominated by the Regional Director, Chennai and Bank's doctor.
- XXVIII. Infrastructure to be provided by the Bank :
 - I. Kitchen area with gas connection for cooking. Additional utensils, if required, has to be arranged by the caterer. However, the cost of LPG refilling, edible materials and transportation will be borne by the Contractor.
 - II. Dining area with table, chairs, water purifier etc.
 - III. Electricity connections/points for Electrical Equipment's etc. The electricity bill and water supply would be borne by the Bank.
 - XXIX. The Caterer shall be allowed to use the Bank's utensils and cooking articles. The caterer may visit the Bank premises between December 13, 2018 and December 24, 2018 to have a fair idea of existing cooking articles.
 - XXX. No Crockery/Cutlery would be provided by the Bank for Staff Canteen. The canteen contractor has to make their own arrangements. Caterer will be permitted to use his own cutlery and crockery for lunch/snacks and good quality cups/plates shall be used for serving tea/lunch respectively.
 - XXXI. The Staff canteen will be required to be run on all the working days (Monday Friday) of the Bank and other days, if required by the Bank. The canteen has to be operative from 8.45 am to 10.15 am, 12.30 p.m. to 2.30 p.m. and 4.00 p.m. to 5.00 p.m. on all working days.
- XXXII. 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. The staff shall be properly dressed in neat and tidy uniform with head gears and bearing name plates besides being courteous, well-mannered and attentive. They should be conversant with the basics of the trade and must have necessary experience of table service. One qualified representative/manager with decision taking capability as well as authority over the service staff should be present in the Bank during the service hours on working days and as per requirement of the Bank on any other day.
- XXXIII. 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 change in the personnel may be avoided. Caterer should have sufficient manpower to cater to the requirements of the Bank.
- XXXIV. The staff/employees deployed by the caterer in canteen does not confer any rights to be the Employees of Reserve Bank of India.
- XXXV. The Caterer shall not carry any business other than running the said staff canteen in the RBI premises. He shall not make any changes, additions or alternations in the said premises without the permission of the Bank.
- XXXVI. The successful bidder may display the registration certificate in the canteen

premises obtained under the Contract Labour (Regulation and Abolition) Act, 1970 or The Tamil Nadu Catering Establishment Act, 1958 or any other law, as applicable within 30 days from the start of the catering services at RBI, Chennai.

- XXXVII. As per the Abolition of Child Labour Act 2006, shall not engage a person below the age of 18 years.
- XXXVIII. The agency shall be solely responsible for providing all requirements of his staff, including: Payment of wages and all allowances as per prevailing instructions under Minimum Wages Act (Central Rules), 1948 as applicable and as amended from time to time. The wages to the labourers are to be credited to a savings bank account opened with any Private/public/co operative bank every month. Contractor would submit a monthly statement certifying the payment of minimum wages and other statutory payments like PF/ESI etc. along with necessary proof/documents regularly to OLDR desk, HRMD.
- XXXIX. Bidders will have to keep Rs. 40,000/- as EMD with the Bank which is refundable after award of contract.
 - XL. The tenure of the contract will initially be for one year and extendable at the same rate or at a mutually agreed rate at the sole discretion of the Bank.
 - XLI. The rates quoted shall be binding without any escalation whatsoever till one year from the date of signing the contract.
 - XLII. It will be mandatory for the successful bidder to necessarily provide **vegetarian items only** along with **snacks** such as Vada, Samosa, Bonda, Bajji etc. as per mutually agreed rates with the Bank failing which the tender will be allotted to the next lowest bidder.
 - XLIII. Canteen employees are not permitted to reside inside the Bank's premises.
- 2. No deviations/ conditions shall be stipulated by the tenderer in either technical or financial bids. Conditional tenders will not be accepted and will be summarily rejected.
- 3. Falsification/suppression of information shall lead to disqualification of the tenderer/ cancellation of contract even after award of work/during the currency of the contract.
- 4. Termination Policy:
 - a) The Bank reserves the right to levy penalty and even terminate the contract at a notice of **10 days** if there is deterioration in any kind of services/ insolvency, poor/ deficient service, fraudulent activities, unsatisfactory/deficiency in the quality of food stuff, material, hygiene, etc. In case of any dispute in this regard, the decision of the Bank shall be final and binding. In such a scenario, the security deposit made in the form of DD will be forfeited.
 - b) The Bank also reserves the right to terminate the contract by giving a notice of 30 days without assigning any reasons thereof.
 - c) <u>Mutual Termination</u>: The caterer who wish to terminate the contract by mutual agreement 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.
- 5. Each tenderer (each member in the case of partnership firm / joint venture/

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 and performance of this contract. They will have to 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 and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the tenderer as non-compliant and declare the contract, if already awarded to the tenderer, to be null and void.

- 6. 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 bid, in addition to other punitive measures.
- 7. The Bank shall obtain reports on the past performance of the Tenderer from previous/present clients and bankers. The Bank shall evaluate the said reports at any point of time before opening of the Part-II of the tenders. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance reports received from its clients and/or its bankers' report are found unsatisfactory, the Bank reserves the right to reject offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- The EMD amount of Rs.40,000/- deposited by the unsuccessful vendors shall be returned to the vendors via account transfer within 30 days from the award of contract to the successful vendor. No interest shall be paid on EMD.
- 9. In case the tenderer 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 last day for submission of bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all tenderers without disclosing the identity of the tenderer seeking clarification. All communications between the tenderer and the HRMD shall be carried out in writing via e-mail only (oldrchennai@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.
- 10. Tenders not submitted as per the guidelines stated above are liable for rejection. Decision of the Bank in this regard shall be final.
- 11. The contractor shall maintain a feedback register where in the Bank employees shall provide feedback on the quality/quantity of the food supplied.

Before submitting the tender, the tenderer may go through the general terms and conditions on which the work will be awarded by the Bank and required to be executed by the successful tenderer. The tenderers may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the 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. The Regional Director, Reserve Bank of India, Chennai 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.

The successful vendor shall execute an agreement on a stamp paper (Stamp duty shall be borne by the caterer) of required value for due performance of the contract within a week of the date of award of work. If the selected vendor fails to sign the formal agreement immediately on award of contract or fails to undertake the work on due date (Shall be informed at the later date) contract awarded by the Bank and EMD made by the firm shall be forfeited. The successful caterer will be required to provide security deposit of ₹ 1,00,000/- in the form of DD for the duration of the contract within 15 days of award of contract. Further, the earnest money deposit of Rs. 40,000/- of the successful bidder will be returned after receiving a DD of Rs.1,00,000/- as security deposit. The security deposit shall be fortified in case of failure on the part of vendor to perform duties/ termination of the contract by the Bank.

General Manager Reserve Bank of India, Chennai

General Terms and Conditions

- The contract, if awarded shall be initially valid for a period of one year tentatively from January 02, 2019 to January 01, 2020. 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 successful tenderer shall run the staff canteen at RBI, Chennai.
- 3. A local representative of the caterer shall be in-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and for ongoing co-ordination with OLDR Desk, HRMD, RBI, Chennai.
- 4. The rates quoted (inclusive of all relevant taxes and service charge) would be valid for a period of one year. No request for upward revision in the rates will be considered during the validity period of the contract.
- 5. 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. A penalty will be levied for any such violation after giving due notice and opportunity to the Caterer to explain his/her position.
- 6. The Caterer shall not sub-let the contract. In case of any violation in this regard the Bank reserves the right to terminate the contract.
- 7. Quotation should be submitted duly signed with date in the enclosed blank space of the indicative menu.
- 8. The Caterer has to carry out, at own cost, Annual medical health check-up and police verification of the catering staff engaged in the staff canteen as prescribed by the Bank and the same has to be submitted to OLDR Desk, HRMD within one month of commencement of the contract, failing which Bank has the right to take penal action.
- 9. The Caterer 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.
- 10. Rates should be quoted both in words & figures. Violation in this regard may lead to rejection of the quotation. All the rates quoted will be inclusive of all taxes and services wherever applicable.
- 11. At any point in time during the tenor of the contract, the contractor will ensure the security deposit with the Bank is maintained at Rs. 1,00,000.
- 12 The Security deposit of Rs. 1,00,000/- furnished by the Caterer shall be adjusted against DD provided in the event of unsatisfactory performance of the Caterer and any loss/ damage, if any, sustained by the RBI, Chennai on account of failure or negligence

of the workers deployed or in the event of breach of the agreement by the Caterer. The quantum of loss/ damage will be decided by the Bank and will be final and binding on all parties involved.

- 13. 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.
- 14. The Caterer, as per the Child Labor (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
- 15. Sexual Harassment Act (a) The vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013)". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Complaints Committee (RCC) constituted by the Bank and the vendor shall ensure appropriate action under the said Act in respect to the complaint.

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

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

(d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

- 16. The vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of RBI, Chennai.
- 17. The vendor shall keep the RBI, Chennai indemnified against all claims whatsoever in respect of the employees deployed by the vendor. In case any employee of the vendor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the vendor to contest the same. In case RBI, Chennai is made 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 vendor to RBI, Chennai on demand. Further, the vendor 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.
- 18. The vendor and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the vendor has obtained, except as authorized by the Bank or as required by law. This obligation on the part of the vendor and its staff

shall apply during the term of Agreement and indefinitely upon the termination of Agreement.

- 19. Incomplete forms or those without proper documentary evidence, etc. (as desired above) will be out rightly rejected by the Bank. No further correspondence shall be entertained by the Bank in this regard.
- 20. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer against proper signature with seal. Copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexure duly attested.
- 21. The vendor shall abide by all extant security guidelines of the bank at all times.
- 22. 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.
- 23. 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 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 and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by its predecessor.
- 24. The arbitrator shall give interim awards and / or directions, as may be required.
- 25. The aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof, from time to time being in force, shall be deemed to apply to the arbitration proceedings under this clause.
- 26. Jurisdiction: This agreement shall be subject to the jurisdiction of the courts at Chennai only.

<u>Annex I</u>

(To be printed on firm's letterhead)

Tender invitation from catering agencies for providing canteen facility at Reserve Bank of India, Chennai

1	Name of the Company/Firm/ Partnership / Sole		
	Proprietorship		
2	Type of Company/ Firm/ Partnership / Sole Proprietorship		
	etc.		
3	Name and address of the Proprietor/ Partners/		
	Directors of the Company		
4	Registration (firm, company etc.,) / Registration		
	Authority, Date, Number etc.		
5	Registered office address and telephone number		
	& email address		
6	Office address through which the work will be		
	handled (together with vendor's email address)		
7	Experience in undertaking similar supplies to	Years	
	other organization		
8	Total value of the supplies made to the other 2015	₹	
	organizations for the last 4 years (value of the 2016	₹	
	service (s)) 2017	₹	
	2018	₹	
9	Whether supplying to any of the Government / Semi		
	government undertakings/ as approved caterer(s) and if so,		
	furnish details		
10	Indicate if involved in any litigation		
11	Any disputes (including with statutory authorities) which are		
	pending and details of the stage of proceedings.		

PART - I - Technical bid- Application form

DECLARATION

- The information we provide is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the tender process / being awarded the contract.
- 2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
- I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in General terms and conditions.
- 4. I/We also agree that our track record is clean and it free of illegal activity or, financial frauds. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process / being awarded the contract.
- 5. 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.
- 6. 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 Caterer:

(To be printed on firm's letterhead)

Details of the Banker(s)

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		

Documents to be submitted along with the application form (Part I):

- 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).
- 2 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).
- 3. Copy of Income Tax Returns filed for last 4 years.
- 4. Two references from organizations with whom the tenderer is currently executing a similar work.
- 5. Copy of audited Balance Sheet for year 2014-15, 2015-16, 2016-17 & 2017-18.
- EMD DD for ₹40,000/- in favor of "Reserve Bank of India" payable at Chennai, representing Earnest Money Deposit.
- 7. Experience Details: List of similar contracts entered into, by the tenderer during the last 4 years (including orders on hand at present) each costing ₹20 lakhs or more per year. Similar contract for this purpose means a comprehensive contract with the other organizations.

The following may also be noted:

- 1. Only one tender per tenderer will be accepted.
- 2. It may be noted that the tenders not accompanied by any one of the above documents or satisfactory explanation thereof will be liable for rejection forthwith.

Annex III

(To be printed on firm's letterhead)

Tender invitation from catering agencies for providing canteen facility at Reserve Bank of India, Chennai

PART – II – PRICE BID

To The Regional Director Reserve Bank of India Rajaji Salai, Chennai – 600 001

1. Lunch - South Indian Meals (VEG): (Item Type: A)

Items	Quality	Quantity	Rate (Rs.)
Plain White Rice	Premium quality Ponni Rice	450 gms	
Dal or Sambar (thick consistency)	Different vegetables sambar (On daily rotation)	70 -80 gms	
Vegetable koottu	Vegetables (Seasonal)	70 -80 gms	
Vegetable poriyal	Vegetables (Seasonal)	70 -80 gms	
More kolambu/kara kulmabu		70 -80 gm	
Rasam	Tomato/ tamarind	70 -80 gms	
Butter milk		100 ml	
Appalam		01 piece	
Sweet		01 piece/ 01 cup payasam	
		(A) - Total =	

2. Special Lunch - (VEG): (Item Type: B)

Items	Quality	Quantity	Rate (Rs.)
Plain White Rice	Premium quality Ponni Rice	400 gms	
Dal or Sambar (thick consistency)	Different vegetables sambar (On daily rotation)	70 -80 gms	
Vegetable koottu	Vegetables (Seasonal)	70 -80 gms	
Vegetable poriyal	Vegetables (Seasonal)	70 -80 gms	
Chapathi/ Roti	Wheat Chapathi/Roti	01 Piece	
Kurma (thick consistency)	Vegetable Kurma	70 -80 gms	
Rasam	Tomato/ tamarind	70 -80 gms	
Butter milk		100 ml	
More kolambu/kara kulmabu		70 -80 gms	
Appalam		01 Piece	
Sweet		01 piece/ 01 cup payasam	
Salad (cucumber + Carrot + onion)		50 gms	
		(B) - Total =	

3. Lunch – North Indian (VEG): (Item Type: C)

Items	Quality	Quantity	Rate (Rs.)
Chapathi/ Roti	Wheat Chapathi/Roti	02 Pieces	
Kurma (thick consistency)/ paneer gravy	Vegetable Kurma	70 -80 gms	
Dry veg curry	Vegetables (Seasonal)	70 -80 gms	
Dal (thick consistency)	Different vegetables sambar (On daily rotation)	70 -80 gms	
Raitha		70 -80 gms	
Fryums		10 -15 pieces	
Variety Rice	Basmati Rice- Veg pulao /Veg biriyani	350 gms	
Sweet	(preferably rasagolla /gulab jamoon)	01 piece	
Salad (cucumber + Carrot + onion)		50 gms	
		(C) - Total =	

4. Breakfast: (Item Type: D)

Items	Quantity	Rate (Rs.)
Idly (with usual add-ons like - chutney 30 gms and sambar 50 gms)	2 Nos of 40 gms each	
Pongal (with usual add-ons)	250 gms	
Medu wada (with usual add-ons)	1 No of 40 gms	
Poori (with usual add-ons)	3 Nos of 20 gms each	
Dosa (with usual add-ons)	70 gms	
Onion Utthappam (with usual add-ons)	100 gms	
Poha (with usual add-ons)	150 gms	
Aloo paratha (with usual add-ons)	01 No.	
	(D) - Total =	

5. Special items/ Variety rice: (Item Type: E)

Items	Quality	Quantity	Rate (Rs.)
Veg Noodles		300 gms	
Veg Fried Rice	Basmati Rice	300 gms	
Tomato Rice	Ponnie Rice	300 gms	
Veg Biriyani	Basmati Rice	300 gms	
Lemon Rice	Ponnie Rice	300 gms	
		(E)- Total =	

6. Snacks: (Item Type: F)

Items	Quality	Quantity	Rate (Rs.)
Bajji/bonda (with chutney)		02 pieces	
Veg/ Chilli/cheese sandwish		01 piece	
Samosa (with tomato sauce)		02 pieces	
Cutlet (with tomato sauce)		03 pieces	
Sundal		100 gms	
		(F)- Total =	

7. Beverages: (Item Type: G)

Items	Quality	Quantity	Rate (Rs.)
Hot Milk	Aavin/Arokya/Tirumala/any other standard quality milk	100 ml	
Coffee/tea		100 ml	
		(G)- Total =	

Note:

1. Bank will not give any minimum commitment on the indicative quantity.

2. Vendor is permitted to sell the food items in a la carte rate or in the combined form of lunch or snacks.

3. The above rates are inclusive of all applicable charges and taxes.

4. The above mentioned menu is indicative only, vendor is permitted to enclose/ attach separate price menu to indicate the varieties of the available items.

5. Caterer is required to quote the price mandatorily for each item and the total of the items as mentioned in the price bid.

DATE: PLACE:

SIGNATURE OF THE CATERER

Weightage Method – Process of Selection

SI. No.	Item Type	ltem(s)	Weightage (%)
1	А	South Indian meals	30
2	В	Special Lunch	05
3	С	North Indian	05
4	D	Breakfast	25
5	E	Special /Variety Rice	20
6	F	Snacks	05
7	G	Beverages	10

The following table shows how the calculations shall be done to arrive at L1.

Item	Vendor X			Vendor Y			Vendor Z		
Туре									
(I)	Weightage (II)	Rate Quoted (III)	Weighted Score (II*III/100)	Weightage (II)	Rate Quoted (III)	Weighted Score (II*III/100)	Weightage (II)	Rate Quoted (III)	Weighted Score (II*III/100)
A	30	16	4.80	30	18	5.40	30	17	5.10
В	05	14	0.70	05	15	0.75	05	17	0.85
С	05	13	0.65	05	18	1.75	05	19	0.95
D	25	10	2.50	25	7	1.75	25	12	0.30
E	20	9	1.80	20	12	2.40	20	14	2.80
F	05	4	0.20	05	7	0.35	05	8	0.40
G	10	2	0.20	10	5	0.50	10	8	0.80
Total Weighted Score 10.85					12.90			11.20	

As seen from the table, Vendor X, Y and Z have quoted their price for the items types A to G. The weighted score for each item is arrived by using the below formula

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

- Total weighted score for each vendor is arrived by adding the weighted scores of all the Item types.
- From the above table, the Total Weighted Score for Vendor X is 10.85, which is least when compared to vendor Y and vendor Z with total weighted score of 12.90 and 11.20 respectively.
- > Following the above selection criteria, Vendor X shall be declared as L1.