



RESERVE BANK OF INDIA

Civil Lines, Nagpur- 440001

www.rbi.org.in

Human Resource Management Department - Nagpur

Notice for Empanelment of Suppliers for Supply of Dairy and Bakery Items etc. to the Officers' Lounge and Dining Room

Reserve Bank of India, Nagpur Office intends to prepare panel of Suppliers for Supply of Dairy and Bakery items etc. to the Officers' Lounge and Dining Room, RBI, Civil Lines, Nagpur.

The panel is expected to remain operational for a period of one year initially and extendable upto two more years subject to satisfactory performance.

The Tender form can be downloaded from the RBI's website www.rbi.org.in under the Section "Tenders".

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

Last date for submission of completed application forms is May 27, 2019 up to 2 p.m.

Regional Director,
Nagpur.



RESERVE BANK OF INDIA
Human Resource Management Department
Civil Lines, Nagpur - 440 001

Notice for Empanelment of Suppliers for Supply of Dairy items, Bakery Items etc. to the Officers' Lounge and Dining Room.

Reserve Bank of India, Nagpur intends to prepare panel of supplier for supply of services /provisions tabulated below at the location indicated against them. The panel is expected to remain operational for a period of one year, initially subject to satisfactory performance and extended for a further period of two years (one year each) which shall be on the discretion of the Bank.

Table 1

Name of Work	Location
1. Supply of fresh and superior quality Dairy items, Bakery Items etc. from renowned bakery to the Officers' Lounge and Dining Room	Officer's Lounge and Dining Room situated in Main Office Building, First Floor, Dr. Raghavendra Rao Road, Civil Lines, Nagpur - 440 001 or any other place specified by the Bank.

2. Suppliers/Contractor who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document should apply in the prescribed form ([Annex I](#)) to the **Regional Director, Reserve Bank of India, Main Office Building, Dr. Raghavendra Rao Road, Civil Lines, Nagpur**. Duly completed applications along with the necessary enclosures, in a sealed envelope should be sent by post or through hand delivery to The Assistant General Manager, HRMD, Main Office Building, First Floor, Dr. Raghavendra Rao Road, Civil Lines, Nagpur - 440 001 by **May 27, 2019 up to 2 p.m.** The Bank reserves the right to accept any or reject any or all the applications received without assigning any reasons.

3. Eligibility:

3.1 The supplier must hold valid licenses issued under FDA act 2006/Maharashtra Shop & Establishment act 1948 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 empanelled suppliers will further ensure and undertake that their licenses remain valid till the end of the contract period.

3.2 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.

3.3 The Expected Annual Procurement Supply of Dairy items, Bakery Items etc. to the Officers' Lounge and Dining Room is around **Rs.4.00 Lakhs** (The figure is only indicative and may vary depending on the actual requirements)

3.4 The supplier preferably may have undertaken similar business arrangement of at least 50% value of the respective category with at least one Govt./Semi-Govt./Public Sector organization during the last two years. Documentary proof needed.

3.5 The supplier should agree to supply **all the provisions under the category** that the Bank indents. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.

3.6 The supplier/contractor should not have been debarred/ black-listed by any Govt. /Semi-Govt. /Public Sector organization.

3.7 The shop/establishment of the supplier should be situated in the city of Nagpur.

3.8 GST clearance certificate or alternatively Chartered Accountant's certificate to the effect that all the taxes have been paid should be available with the supplier.

4. Terms and Conditions: -

4.1. Vendor/Supplier who qualify in the technical bids will be called for financial bid.

4.2 Scope of work:

The Bank will issue a '**Request for Quotation**' (**RFQ**) **at the time of calling for financial bid** for supply of provisions/items i.e. indicative list specifying broad requirements expected under given category to suppliers who qualified in technical bids. The items procured and supplied shall be fresh and of superior quality and from a renowned bakery. The Bank will enter into an annual purchase contract with supplier, who offer the lowest delivery charges if otherwise found suitable. The supplier will supply the provisions at rates not exceeding MRP in the stipulated time and at the specified place based on the indents issued from time to time by the Bank. It may be noted that the Bank is not bound to procure all its requirements of provisions from the supplier offering the lowest delivery charges. The Bank also reserves the right to accept any or reject any or all the offers that it may receive without giving any reasons.

4.4. Pricing: -

In response to the Bank's **RFQ**, the supplier should quote delivery charge in respect of all items of supplies to be made under the Contract. Supplier must mention whether he has been registered with GST authorities under composite scheme or else. The supplier will also have to bear all the expenses etc. in connection with supply to any place specified by the Bank. The Bank will only pay

the price not exceeding the labeled price quoted. **The quoted delivery charges shall remain valid for the entire duration of the Contract.**

4.5 Performance Bank Guarantee: -

- a) On entering into a contract with the Bank, as specified above, the supplier will have to furnish a Performance Bank Guarantee of **Rs. 20,000 (Rupees Twenty Thousand only), either in the form of Bank Guarantee valid for 18 months issued by the Scheduled Bank or through Demand Draft payable to "Reserve Bank of India, Nagpur"**. No claim shall be made against the Regional Director, Human Resource Management Department Reserve Bank of India, Dr. Raghavendra Rao Road, Civil Lines, Nagpur 440 001 in respect of interest if any due on the Performance Security.
- b) The Performance Bank Guarantee should remain valid up to six months beyond the validity of the contract. The amount of Performance Guarantee shall be liable to be forfeited if the provisions indented by the bank are not supplied or the provisions/items/service supplied/provided by the supplier/vendor against the indents placed on them in pursuance of this contract are subsequently found not conforming to quality/ up to the mark. **The Performance Guarantee is also liable to be forfeited if the authorized supplier: -**
- i) Fails to adhere to the terms of the Contract.
 - ii) Supplies any sub-standard, spurious or substitute provisions/ deficiency of services.
 - iii) Delay in supplies.
 - iv) Over charges.

4.6. Period of Contract: -

- a) 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 discretion of the Bank.
- b) In respect of the contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of provisions.

5. Documents Establishing Eligibility: -

The following documents should be submitted along with the application.

- a. Self-attested copies of valid licenses issued under FDA act 2006/Maharashtra Shop & Establishment act 1948 as on the date of application.
- b. Copy of no Conviction Certificate from the State FDA Controller that no case is pending against the firm under the Prevention of Food Adulteration Act and Rules made there under or an affidavit issued by Chartered Accountant to the effect is acceptable in lieu thereof.
- c. A self-attested copy of PAN card allotted to the supplier/vendor.
- d. A copy of MSME registration certificates, if any.
- e. Client report from one client as specified in para (3.4) as per format in [Annex II](#).
- f. Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant or Income tax return submitted for the last three financial years.
- g. Banker's certificate from the supplier's banker as per format in [Annex III](#).
- h. Self-attested copy of GST registration.

6. Earnest Money Deposit (EMD)

- a. Intending tenderers shall pay an Earnest Money Deposit (EMD) of **Rs. 8,000/-** i.e. 2% of the annual turnover through DD in favor of Reserve Bank of India, Nagpur.
- b. The Earnest Money Deposit (EMD) paid by the tenderer shall be held by the Reserve Bank of India as Security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.
- c. The Earnest Money Deposit (EMD) furnished by the Contractors at the time of submission of tender will be returned thereafter to all the Contractors except the successful tenderer.

7. Procedure for Application:

Interested suppliers may download the Application form of this notice from the Bank's website www.rbi.org.in and submit duly filled in form along with all required documents.

All pages of this document must be signed with seal at the bottom and sent together with duly filled in application form attaching all specified documents. Eligible suppliers may submit applications in closed and sealed envelopes super scribed as "**Application for Empanelment of Suppliers for Supply of Dairy items, Bakery Items etc. to the Officers' Lounge and Dining Room.**" Applications should be addressed to the Regional Director,

Reserve Bank of India, Dr. Raghavendra Rao Road, Civil Lines, Nagpur 440001 and submitted/ reached **not later than May 27, 2019 up to 2 p.m.**

The supplier/Vendor will be responsible to ensure that his application is submitted on or before the due date and time. The Bank is not responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit. **All costs in connection with preparation of the RFQ document shall be borne by the applicant.**

8. Right to accept / reject any or all applications:

Applications received after the due date and time or incomplete in any respect are liable to be rejected. 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, Nagpur has the right to modify / alter any requirements in this document at her discretion in the interest of the Bank as deemed appropriate by her. Her decision in this regard shall be final.

9. Indent for and delivery of supplies:

a) On receipt of indent for supply from the Bank, the delivery of supplies 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 –at 9.00 a.m.
- II. Bakery items as specified by the office from time to time & to be delivered within specified time

b) In case of indent for specific brand of provision, the brand shall not be substituted.

c) The supplier should not stop the supplies of the provisions without giving 30 days' notice.

10. Presentation of bills:

a) The supplier shall **present the bill to the office for the supplies made, on the first week of subsequent month.** The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, indent No. with date etc. and any other information required by the Bank.

b) The bill must be in a printed format mentioning clearly the name of the Vendor, his address and Contact Number, PAN/TAN/GST No etc. and must be certified by the authorized official of the OLDR, before presenting for payment.

c) The bill shall be supported by the original indent along with the certificate from the authorized official of the Bank in charge of the OLDR under his/her signature, with date, seal of the office for receipt of the items indented

d) Incomplete bills not accompanied by any of the mentioned in (a), (b) & (c) above will not be entertained.

11. Payment:

Payment of the bills presented will normally be arranged within 15 working 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 payment must be made through NEFT for which supplier should give requisite details of bank address, name of the branch account No. IFSC Code etc.

12. Corrupt, fraudulent or unethical practices:

The Bank requires that the supplier/Vendor observes the highest standards of ethics during the procurement and execution of contract for supply of provisions. The provisions to be supplied will be of standard quality. 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 in the empanelment process or in contract execution.
- b) The supplier shall not resort to misrepresentation of facts to influence the empanelment process or execution of a contract to the detriment of the Bank.
- c) The Bank will declare a supplier ineligible, either indefinitely or for a specified period, for award of the contract, if at any time, it determines that the supplier has engaged in corrupt and fraudulent practices in executing the contract.
- d) The supplier should ensure that any person appointed by him for any purpose may not be under the age of 18 years. The suppliers should have complete information on the delivery persons engaged and ensure 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 Police information record and with their names and addresses and Contact Numbers.
- e) The Bank may, without prejudice to any other remedy for breach of

contract, at its sole discretion, terminate the contract 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) over charging in the bill,
 - (iv) in case it is found that any 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 has engaged in corrupt or fraudulent practices.
- f) If any such case indicated in (e) above is noticed during subsequent scrutiny after or before the payment, then the supplier shall refund the disputed/excess amount already paid by the Bank, replace the provisions in question. The Bank may stop payments due or recovers the cost of such supplies from the amounts due to the supplier.

13. Applicability of best prices:

If the supplier with whom the Bank has entered into a contract offers a lower price or sells or even offers to sell provisions following conditions of sale similar to those of the Bank's contract, to any person or organization during the currency of the rate contract, the price applicable to the Bank will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly. Other parallel contract holders, if any, will be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

14. Indemnity:

The supplier shall indemnify the Bank against all actions, suits, claims and demands brought or made against the Bank in respect of anything done or committed to be done by the supplier in execution of or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the supplier for anything done or committed to be done in the execution of this contract.

15. 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 contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the General Manager,(Admin), Human Resources Development Department, , Reserve Bank of India, Nagpur who shall give written award of his decision to the Bidder. **The decision of the General Manager (Admin) will be final and binding.**

x-x-x-x-x

**Human Resource Management Department
Nagpur**

**Application for Empanelment of Suppliers for Supply of Dairy items,
Bakery Items etc. to the Officers' Lounge and Dining Room.**

S. N	Item	Details
1	Name of the supplier	
2	Constitution (Company/ Partnership/ Proprietorship)	
3	Details of Registration (Registering Authority; Registration No. & Date)	
4	Year of commencement of business	
5	GST No. (Whether registered under Composite scheme—Yes/No)	
6	PAN No.	
7	Whether belong to MSME category and if so, whether have been registered under MSME Act. If yes than submit the copy of MSME registration certificates	
8	Whether Manufacturer/ Authorised Distributor/ Dealer / Agency	
9	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	
10	Telephone No. Mobile No.	
11	Mailing Address:	
12	Whether the Supplier holds valid licence(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/Maharashtra Shop & Establishment act 1948 as on the date of application 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	Agreement to best price norm. (Please refer para 4.4)	
15	Names of the Government/ Public 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.	
16	Name, address and contact detail of any other major clients along with value of similar works executed with them during last 3 Years.	
17	Name and address of Principal Banker. A/c No. IFSC Code Please also give phone numbers.	

I have read and understood the notice issued by Reserve Bank of India, containing the eligibility criteria and the terms and conditions for empanelment of 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 the applications without assigning any reasons.

Name:

Signature

Place:

Date:

**PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE
(Can be filled and printed separately)**

Name & address of the client:

Details of works executed by Shri / M/s. _____ (name of supplier)

1. Name of work with brief particulars	
2. Agreement No. and date:	
3 Agreement amount (approximates are also acceptable):	
4. Details of penalties levied (indicate amount) if any for non- performance or non-adherence to terms:	
5. Name, address, telephone number and email id of the authority under whom supply executed Name & Designation: Telephone No: Email:	
6. Comments on the capabilities of the supplier:	
a. Technical proficiency	
b. Financial soundness	
c. Adherence to timelines	
d. Quality of work	
e. General behaviour	

The undersigned is competent to issue this certificate.

****Countersigned'**

**Signature of the Reporting
Officer with office seal
Name & Designation:
Contact number /s:**

Bankers' Certificate

Regional Director,
Reserve Bank of
India, Civil Lines,
Nagpur – 440 001

Bankers' Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information M/s./Shrihaving 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. (Rupees).

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.