



Reserve Bank of India  
Gangtok

**SCHEDULE OF TENDER (SOT)**

<b>a. Mode of Tender</b>	<b>Open Tender- Offline Mode (Physical submission of documents)</b>
<b>b. Type of bidding (Two bid system)</b>	<b>Part I: Technical bid Part II: Financial bid</b>
<b>c. Date of NIT (Notice inviting tender)</b>	<b>10:00 AM on September 15, 2020</b>
<b>d. Pre-bid Meeting</b>	<b>11:00 AM on September 21, 2020</b>
<b>e. Date of Starting for submission of Technical Bid at HRMD, RBI, Gangtok</b>	<b>10:00 AM on September 22, 2020</b>
<b>f. Date of closing for submission of Technical Bid at RBI, Gangtok</b>	<b>2:00 PM October 07, 2020</b>
<b>g. Date &amp; time of opening of Technical bid</b>	<b>3:00 PM on October 07, 2020</b>
<b>h. Date of opening of Part-II i.e. Financial Bid shall be informed separately</b>	



## RESERVE BANK OF INDIA

### REQUEST FOR EMPANELMENT (RFE)

#### NOTICE FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF PROVISIONS TO THE OFFICERS' LOUNGE AND DINING ROOM (OLDR), RESERVE BANK OF INDIA, GANGTOK

Reserve Bank of India (the Bank), intends to prepare a panel of suppliers for supply of Provisions to the Officers' Lounge and Dining Room at its Gangtok Office. The panel is expected to remain operational for a period of three years subject to satisfactory performance.

The Bank invites applications from such suppliers who are interested in inclusion in the panel. Suppliers who fulfill 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 General Manager & Officer-in-Charge, Reserve Bank of India, Gangtok. Duly completed applications along with the necessary enclosures, in a sealed envelope should be dropped in the tender box kept for the purpose by the Office of the Bank, by **2:00 PM on October 07, 2020**. The Bank reserves the right to accept any or reject any or all of the applications received without assigning any reasons.

Sl. No.	Category	Name of work	Location
1	A	Supply of Vegetables and Fruits	Officers' Lounge & Dining Room, Reserve Bank of India, Tseyang Dzong Building, National Highway-10, Amdo Golai, Tadong, Gangtok, Sikkim-737102
2	B	Supply of Chicken, Fish, Egg, Mutton	Officers' Lounge & Dining Room, Reserve Bank of India, Tseyang Dzong Building, National Highway-10, Amdo Golai, Tadong, Gangtok, Sikkim-737102

#### I. Eligibility:

(a) The supplier must hold valid licenses as on the date of application 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 provisions. The empanelled suppliers will further ensure and undertake that their licenses remain valid till the end of the contract period.

(b) 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.

(c) The Supplier should have undertaken a similar business arrangement i.e. empanelment for supply of provisions with at least one Govt. / Semi-Govt / Public Sector organization during the last two years.

(d) The supplies should agree to supply all the provisions that the Bank indents.

(e) The supplier should not have been debarred / black-listed by any Govt. / Semi-Govt / Public Sector Organization.

**(f) The contractor may be registered outside of Sikkim however the distributor / franchisee has to be located within 5 km of vicinity of the Bank.**

## **II. Terms and Conditions:**

### **1. Scope of work:**

The Bank will issue a '**Request for Quotation**' (RFQ) for supply of provisions from the empanelled suppliers once every year on the basis of an *indicative* specifying broad requirements expected during the year. The Bank will enter into an annual purchase contract with one or more supplier who offer the lowest price. The suppliers will supply the provisions at the agreed price in the stipulated time and at the specified place on the basis of 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 only from the supplier offering the lowest price. The Bank also reserves the right to split / divide its purchases among two or more suppliers. The Bank also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reasons.

### **2. Pricing:**

In response to the Bank's RFQ, the supplier should quote price in respect of all items of supplies to be made under the Contract. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the supplier. The supplier will also have to bear all the expenses etc. connected with proper packaging, carting, and transportation etc in connection with supply to any place specified by the Bank. The Bank will only pay the labeled price quoted. **The quoted offer shall remain valid for the entire duration of the contract.**

### **3. Period of contract:**

- a) The period of the empanelment contract shall be for a period of three years subject to satisfactory performance.
- b) In respect of the annual purchase 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 honoured 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.

### **4. Documents establishing eligibility:**

The following documents should be submitted along with the application:

- a) Self attested copies of valid licenses held by the supplier as on the date of application.
- b) Copy of No Conviction Certificate from State FDA Controller that no case is pending against the firm under the Prevention of Food Adulteration Act and Rules made there under. An affidavit to the affect is acceptable in lieu thereof.
- c) Client report from one client as specified in para (l, d) as per format in [Annex II](#), if applicable.

- d) Banker's Certificate from the supplier's banker as per format in [Annex III](#), if applicable.
- e) Copy of Sales Tax registration.
- f) Copy of GST registration certificate.
- g) A copy of PAN allotted to the supplier.

Preference will be given to supplier(s), submitting all the above-mentioned documents.

#### **5. Procedure for application:**

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 application in closed and sealed envelopes superscripted as "**Application for Empanelment of Suppliers for Supply of Provisions for OLDR, RBI Gangtok**" accompanied by the copies of documents as indicated at Para 5 of the Notice. Applications should be addressed to the General Manager & Officer-in-Charge, Reserve Bank of India, Gangtok and be dropped in the tender box, kept on 2<sup>nd</sup> Floor at RBI Gangtok, **by not later than 2:00 PM on October 07, 2020.**

The supplier will be responsible to ensure that his application is deposited in the above mentioned tender box 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 RFE document shall be borne by the applicant.**

#### **6. 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 of 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 General Manager & Officer-in-Charge has the right to modify / alter any requirements in this document at his discretion in the interest of the Bank as deemed appropriate by him. His decision in this regard shall be final.

#### **7. Notification of acceptance:**

The General Manager & Officer-in-Charge, RBI Gangtok will communicate acceptance of the application by a letter.

#### **8. 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 by 10.30 AM or earlier as directed by the Bank.
- 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.

## **9. 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 details of the supplies made such as name of the item, quantity, rate, discount amount, applicable GST (if any), indent no. with date etc and any other information required by the Bank.
- b) 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, deal of the office for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

## **10. 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. (as will be mentioned in cancelled cheque, submitted by the vendor/s).

## **11. Corrupt, fraudulent or unethical practice**

The Bank requires that the supplier 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 in order 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 of time, 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 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-standards 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 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 has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) 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 recover the cost of such supplies from the amounts due to the supplier.

## 12. Applicability of best prices:

If the supplier with whom the Bank has entered into an annual purchase 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 parable/ 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.

## 13. 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.

## 14. 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 the General Manager & Officer-in-Charge, Reserve Bank of India, Gangtok who shall give written award of his decision to the Bidder. The decision of the General Manager & Officer-in-Charge will be final and binding.

<b>Contact Persons:</b>	
Shri Subir Ranjan Mukhopadhyay, Manager, HRMD	9874271231
Shri Shammi Anand, Assistant Manager, HRMD	9903753140
Ms. Liya Bakshi, Assistant, HRMD	8582914743

X-X-X-X-X



*Annex I - Technical Details*

**Human Resource Management Department, RBI Gangtok**

**APPLICATION FORM FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF PROVISIONS TO THE OFFICERS' LOUNGE AND DINING ROOM (OLDR), RESERVE BANK OF INDIA, GANGTOK**

\_\_\_\_\_ **Category** \_\_\_\_\_

(Please mention category - Minimum 01 and Maximum 02)

<b>Sl. No</b>	<b>Item</b>	<b>Details</b>
1	Name of the supplier	
2	Constitution (Company/ Partnership/ Proprietorship)	
3	Details of Registration (Registering Authority; Registration No. & Date)	
4	Trade License	
5	Year of commencement of business	
6	GST No. (Whether registered under Composite scheme—Yes/No)	
7	Category : Please tick the appropriate category (one or more categories can be ticked)	A. Vegetables and Fruits. B. Chicken, Fish, Egg, Mutton
8	PAN No.	
9	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	
10	Whether Manufacturer/ Authorized Distributor/ Dealer / Agency /retailer	
11	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	
12	Telephone No. Mobile No.	
13	Mailing Address:	

14	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?	
15	Whether the billing system is computerized?	
16	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. (If applicable)	
17	Name, address and contact detail of any other major clients along with value of similar works executed with them during last 3 years. (If applicable)	
18	Provide Photocopy of Registration Certificate of State / Central Food Department	
19	Provide copy of Client Certificate (If any)	

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

Name:

Signature

Place:

Date:

**Note: Applications complete in all respects in the above format may be submitted in closed envelopes superscribed as "Application for Empanelment of Suppliers for Supply of Food Items / Provisions for OLDR, RBI Gangtok" accompanied by the copies of documents as indicated at item No. 3, 5, 7, 8,16, 17 & 18. Applications should be addressed to the General Manager & Officer-In-Charge, Reserve Bank of India, Tseyang Dzong Building, Amdo Golai, Gangtok, Sikkim- 737102 by not later than 2.00 p.m. on October 07, 2020.**



## **DECLARATION**

1. The information we provide is true to the best of my/our knowledge and if any information is found to be untrue or false, I/we may be debarred from the tender process / being awarded the contract.
2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
3. I/We agree to abide by all the terms and conditions stipulated by the Bank to qualify in the tender process and as mentioned in General terms and conditions and we abide by General guidelines.
4. I/We also declare that our track record is clean and is free of illegal activity or, financial fraud. If any information is found to be untrue or false in this regard. I/we may be debarred immediately from the tender process / being awarded the contract.
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, Gangtok reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature:

Name:

Date:

Seal of the Vendor:

**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. Detail 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 Nos:  
Email:

6. Comments on the capabilities of the supplier:
  - a) Technical proficiency
  - b) Financial soundness
  - c) Adherence to timeliness
  - 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  
Contact number /s :**

Bankers' Certificate

To  
General Manager & Officer-in-Charge  
Tseyang Dzong Building  
Reserve Bank of India  
Gangtok

**Bankers' Certificate from a Scheduled Bank**

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

This certificate is issued without and 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.



**RESERVE BANK OF INDIA**  
**Gangtok**  
**REQUEST FOR QUOTATION (RFQ)**

Due Date	_____ upto _____ P.M.
Opening Date	_____ at _____ AM/PM

No.

Date:

To,

**Sub: Empanelment of Suppliers for Supply of Provisions to the Officers' Lounge and Dining Room (OLDR), Reserve Bank of India, Gangtok**

Dear Sir,

In response to the Bank's advertisement for empanelment of suppliers, you had, vide your application dated \_\_\_\_\_ applied for empanelment after agreeing to all the terms and conditions specified in the "Request for Empanelment" document. The Bank enlisted your name in its panel of approved suppliers.

2. We are interested to enter into an Annual Contract (AC) for supply of various provisions. You are requested to please submit your best price for the tentative annual purchase of items as per list enclosed. Your offer should be made as per format in [Annex-I](#). The offer along with this letter in original, signed on each page and may be sealed in a closed cover superscripted "Empanelment of Suppliers for Supply of Provisions to the Officers' Lounge and Dining Room (OLDR), Reserve Bank of India, Gangtok". The Offers may be addressed to General Manager & Officer-in-Charge, Reserve Bank of India, Gangtok and be dropped in the tender box, kept on 2<sup>nd</sup> Floor at RBI Gangtok.

**List of Items under Category A:**

Sl. No.	Broad List of Items	Quantity	Quoted Rate / Discounted Rate on MRP ₹
<b>Vegetables:</b>			
1	Tomato	1 Kg	
2	Potato	1 Kg	
3	Onion	1 Kg	
4	Garlic	1 Kg	
5	Ginger	500 gm	
6	Lemon	1 Pc	
7	Carrot	1 Kg	

8	Coriander Leaves	1 Pc	
9	Curry Leaves	1 Pc	
10	Cabbage	1 Kg	
11	Cauliflower	1 Kg	
12	Squash	1 Kg	
13	Peas	1 Kg	
14	Radish	1 Kg	
15	Capsicum	1 Kg	
16	Cucumber	1 Kg	
17	Green Chilly	1 Kg	
18	Drumsticks (Sajina)	1 Kg	
19	Ladyfinger	1 Kg	
20	Beans	1 Kg	
21	Brinjal	1 Kg	
22	Bottlegourd (Lauki)	1 Kg	
23	Bitter Gourd (Karela)	1 Pc	
24	Beet Root	1 Kg	
25	Mushroom	1 Kg	
27	Button Mushroom	1 Kg	
28	Long Beans	1 Kg	
29	Green Leaves	1 Pc	
30	Jhinga	1 Kg	
31	Spinach	1 Pc	
32	Dalle Chilly	1 Kg	
33	Broccoli	1 Kg	
34	Squash Root	1 Kg	
35	Pumpkin	1 Kg	
36	Fenu Greek (Methi)	1 kg	
37	Mint (Pudina) Leaves	1 Pc	
38	Paneer (Brand: Amul or equivalent)	500 gm	
<b>Fruits:</b>			
1	Tamarind	1 Kg	
2	Coconut	1 Pc	
3	Jackfruit	1 Kg	
4	Mango	1 Kg	
5	Orange	1 Kg	
6	Watermelon	1 Kg	
7	Sweet Lemon (Mosambi)	1 Kg	
8	Apple	1 Kg	
9	Banana	1 dozen (12 Pcs)	
10	Pomegranate	1 Kg	

## List of Items under Category B:

Sl. No.	Broad List of Items	Quantity	Quoted Rate / Discounted Rate on MRP ₹
1	Dressed Ruhu Fish	1 kg	
2	Dressed Katla Fish	1 kg	
3	Dressed Prawn	1 kg	
4	Dressed Broiler Chicken	1 kg	
5	Dressed Local Chicken	1 kg	
6	Egg from Poultry	1 Tray	
7	Dressed Mutton	1 kg	

### **Terms & Conditions:-**

Terms and conditions as specified in our Request for Empanelment Document and agreed by you shall apply. Special conditions as indicated in **Form-II** shall also be applicable.

1. The successful bidder will enter into an Annual Contract (AC) Agreement with the Bank as per format In Form-III. The AC will be valid for a period of One year from the date of AC Orders and the price quoted by you shall remain firm and valid for the period.

2. Under no circumstances, a request for alteration in the price quoted will be accepted/ considered.

3. Time is the essence of the contract, you have to make delivery at the Bank's specified OLDR as per the delivery schedule given in each Purchase Order. **The contractor may be registered outside of Sikkim however the distributor / franchisee has to be located within 5 km of vicinity of the Bank** to execute the order and replace the rejected material if any, on priority.

4. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the supplier. The supplier will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by the Bank. The Bank will only pay the quoted price as per your offer.

5. Quotation (Bids) received without signature on each paper and properly sealed envelope will be summarily rejected. Any conditional quotations / offers will not be accepted.

6. Any correction or overwriting in the quotations should be signed by the authorized signatory signing the quotation.

7. The quotation should be dropped in the tender box, kept on 2<sup>nd</sup> Floor at RBI Gangtok by the due date and time. Quotations will be opened on the due date and time as specified in the Schedule of Tender (SOT). You may nominate a representative to be present on the occasion.

8. Fall Clause: If the supplier with whom the Bank has entered into an annual

purchase 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 curriery of the rate contract, the rate 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.

9. Other parallel contract holders, if any, are also to 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.

10. Fulfilling the above terms & conditions and offering the lowest price does not necessarily mean qualifying for the award of the Contract.

11. The General Manager & Officer in Charge reserves the right to accept any or reject any or all the offers received without assigning any reason thereof. The General Manager & Officer in Charge also reserves the right to relax or alter any clauses mentioned in this document as seen appropriate to him in interest of the Bank..

12. The General Manager & Officer in Charge reserves the right to terminate the Annual Contract at any point of time by giving one month notice period without assigning any reason and without prejudice to any other remedies available to the Bank.

Name:

Designation:

Date:

## PRICE BID

From:

Complete address of the bidder

with phone/ Fax & Mobile No.

To

The General Manager & Officer in Charge

Dear Sir,

Having fully read and understood, the terms, conditions and other details mentioned in the Bank's RFE document dated \_\_\_\_\_ and its RFQ document dated \_\_\_\_\_, I / We hereby offer to supply provisions to the Bank's OLDRs located at Gangtok at the rate given below.-

List of Items under Category A:

Sl. No.	Broad List of Items	Quantity	Quoted Rate / Discounted Rate on MRP ₹
Vegetables:			
1	Tomato	1 Kg	
2	Potato	1 Kg	
3	Onion	1 Kg	
4	Garlic	1 Kg	
5	Ginger	1 Kg	
6	Lemon	1 Pc	
7	Carrot	1 Kg	
8	Coriander Leaves	1 Pc	
9	Curry Leaves	1 Pc	
10	Cabbage	1 Kg	
11	Cauliflower	1 Kg	
12	Squash	1 Kg	
13	Peas	1 Kg	
14	Radish	1 Kg	
15	Capsicum	1 Kg	
16	Cucumber	1 Kg	
17	Green Chilly	1 Kg	
18	Drumsticks (Sajina)	1 Kg	
19	Ladyfinger	1 Kg	
20	Beans	1 Kg	
21	Brinjal	1 Kg	



22	Bottlegourd (Lauki)	1 Kg	
23	Bitter Gourd (Karela)	1 Pc	
24	Beet Root	1 Kg	
25	Mushroom	1 Kg	
27	Button Mushroom	1 Kg	
28	Long Beans	1 Kg	
29	Green Leaves	1 Pc	
30	Jhinga	1 Kg	
31	Spinach	1 Pc	
32	Dalle Chilly	1 Kg	
33	Broccoli	1 Kg	
34	Squash Root	1 Kg	
35	Pumpkin	1 Kg	
36	Fenu Greek (Methi)	1 kg	
37	Mint (Pudina) Leaves	1 Pc	
38	Paneer (Brand: Amul or equivalent)	500 gm	
Fruits:			
1	Tamarind	1 Kg	
2	Coconut	1 Pc	
3	Jackfruit	1 Kg	
4	Mango	1 Kg	
5	Orange	1 Kg	
6	Watermelon	1 Kg	
7	Sweet Lemon (Mosambi)	1 Kg	
8	Apple	1 Kg	
9	Banana	1 dozen (12 Pcs)	
10	Pomegranate	1 Kg	

List of Items under Category B:

SI. No.	Broad List of Items	Quantity	Quoted Rate / Discounted Rate on MRP ₹
1	Dressed Ruhu Fish	1 kg	
2	Dressed Katla Fish	1 kg	
3	Dressed Prawn	1 kg	
4	Dressed Broiler Chicken	1 kg	
5	Dressed Local Chicken	1 kg	
6	Egg from Poultry	1 Tray	
7	Dressed Mutton	1 kg	

2) I undertake to bear packing, cartage and transportation expenses and also bear all taxes, as required or may be required under law, on aforesaid supplies. Purchaser (the Bank) will pay only the Price quoted. I will not charge any such taxes from the purchaser (the Bank).

3) I also undertake to keep the above quoted rates on all items of supplies valid till duration of this contract.

4) I also undertake that all the provisions shall be provided as per indent / PO and no "substitute provisions" will be supplied.

Signature

Date

Name

Rubber Stamp

## SCOPE OF WORK AND TERMS & CONDITIONS

### 1 DELIVERY OF SUPPLIES

The delivery of supplies in full will be made within the time and place specified in the respective Purchase Order (PO).

### 2 NON SUBSTITUTION

In case of indent for specific brand of provisions, the brand shall not be substituted.

### 3 PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular provision in the PO.

### 4 LIFE PERIOD OF PROVISIONS SUPPLIED

Provision which is as its own shelf-life period mentioned on the label of provision. The shelf life of provisions supplied should not have passed more than half of its shelf life at the time of supply.

### 5 PRESENTATION OF BILLS:

a) The bill should clearly indicate details of the supplies made such as name of the item, quantity, rate, discount amount, indent no. with date etc and any other information required by the Bank.

b) The bill shall be supported by the original PO along with the certificate from the Bank's authorized official under his/ her signature, with date, seal of the office for the receipt of the items indented.

Incomplete Bill's not accompanied by any of the particulars mentioned above will not be entertained.

### 6 PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the provisions supplied by the authorized Supplier against the POs placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality. The Performance Security is also liable to be forfeited if the authorized supplier:

i) Fails to adhere to the terms of the Contract or

ii) Supplies any substandard, spurious or the substitute provisions.

iii) Delays supplies.

iv) Over charges

The Supplier should not stop the supplies of the provisions without giving 30 days' notice.

### 8 DEDUCTIONS FOR DELAY/ DEFAULT

In case of indent for specific brand of provisions, the same shall not be substituted. If

any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized for Rs. 1000 + cost of the specific brand of provisions for each such default.

## 9 TERMINATION FOR DEFAULT

The Bank may without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b) If the bidder fails to perform any other obligation(s) under the Contract.
- c) If the bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 10 RESERVATION OF RIGHT FOR APPOINTMENT OF MORE SUPPLIERS

The General Manager & Officer in Charge, Gangtok receives the right to enter into annual contracts with any number of suppliers. The General Manager & Officer in Charge, Gangtok also reserves the right to decide which supplier shall normally serve which OLDR. Without prejudice to the right, emergency purchases can be preferred from any of the empaneled supplier irrespective of such allotment of OLDR to each Authorized Supplier for purchase of normal suppliers.

## 11 SUPPLY OF PROVISIONS

11.1 Sufficient stock of standard quality of provisions at all times will have to be maintained by the supplier, to avoid inconvenience to the Bank.

11.2 In case of failure or refusal on supplier's part to supply the provisions to the purchaser within the time as provided in the respective PO, the contract is liable to be terminated /cancelled at supplier's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the supplier. It is in addition and without prejudice to the deduction in clause 8 above and 11.3 below.

11.3 (a) the provisions to be supplied will be of standard quality. In case it is found that any particular provision's date is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Authorized Supplier) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the supplier fails to supply indented provision, the Bank will be entitled to procure the same from other supplier and the supplier will be liable to reimburse in full the price paid by the Bank. However, the supplier will be allowed to claim what would be payable to him for the provisions as per the agreed terms and conditions.

(b) In case of indent for specific brand of provisions, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized for Rs. 1000 + cost of the specific brand of provisions for each such default.

11.4 Indented provisions for the beneficiaries shall be supplied in individual packets by the designated supplier.

## 12 INDEMNITY

The bidder shall indemnify the Bank against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by

the bidder in execution of or in connection with the work or this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to Bank and will not hold the Bank responsible or obligated. The Bank may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

### **13. 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.

### **14. 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 the General Manager & Officer-in-Charge, Reserve Bank of India, Gangtok who shall give written award of his decision to the Bidder. The decision of the General Manager & Officer-in-Charge will be final and binding.

ANNUAL CONTRACT FORM

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020  
Between

\_\_\_\_\_

(Name and address of Bank)  
Hereinafter "the Purchaser" of the one part and

\_\_\_\_\_

(Name and address of supplier)  
Hereinafter called "the Supplier" of the other part

" WHEREAS the Purchaser is desirous of purchasing certain provisions etc. and has accepted a bid by the Supplier for the supply of those goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to,

2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.

2.1 The Request for Empanelment document dated \_\_\_\_\_ submitted by the supplier;

2.2 The Request for Quotation document dated \_\_\_\_\_ submitted by the supplier;  
terms and conditions of the bid

2.3 The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in tender document condition.