

1.1 ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश

बोलीकर्ताओं से अनुरोध किया जाता है कि ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा की शर्तों को ध्यानपूर्वक को पढ़ लें।

ई-निविदा की प्रक्रिया:

पंजीकरण: एमएसटीसी ई- प्रोक्यूरमेंट पोर्टल में वेंडर का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही, वेंडर अपनी बोली इलेक्ट्रॉनिकली प्रस्तुत कर सकते हैं। तकनीकी बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। वेंडर के पास श्रेणी III साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए वेंडरों को अपनी तरफ से इंटरनेट सुविधा युक्त कंप्यूटर की व्यवस्था करनी होगी। ऐसी व्यवस्था उपलब्ध कराने के लिए आरबीआई/एमएसटीसी उत्तरदाई नहीं है। (बिना डिजिटल हस्ताक्षर के बोलियां रिकार्ड नहीं की जाएंगी।)

विशेष नोट: तकनीकी बोली को www.mstcecommerce.com/eprochome/rbi में ही प्रस्तुत किया जाना है।

1) वेंडरों को निम्न पर अपना पंजीकरण कराना आवश्यक है। www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2) पंजीकरण फार्म भरते समय दिए गए ई-मेल आईडी पर वेंडर को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जनित मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए वेंडर आरबीआई/एमएसटीसी से संपर्क कर सकते हैं, (ई-निविदा के निर्धारित समय से पहले)

संपर्क व्यक्ति (आरबीआई)

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2. श्री अब्राहम के (सहायक प्रबंधक, एचआरएमडी)

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संपर्क व्यक्ति (एमएसटीसी लिमिटेड- कार्य समय के दौरान)

1. श्री संतोष कुमार

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B) सिस्टम आवश्यकताएं:

- i) विंडोज़ 7 या उससे ऊपर का ऑपरेटिंग सिस्टम
- ii) आईई-7 और उससे ऊपर का इंटरनेट ब्राउजर
- iii) साइनिंग टाइप का डिजिटल हस्ताक्षर
- iv) सिस्टम में नवीनतम अद्यतन किया गया JRE 8 (x86 Offline) सॉफ्टवेयर जिसे डाउनलोड करके सिस्टम में इंस्टॉल किया जाए।

साइनर बॉक्स में DSC के प्रकटीकरण के लिए "Protected Mode" को डिस्बल करने के लिए निम्नलिखित सेटिंग्स करें -

• Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".

अन्य सेटिंग्स:

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

सभी active X controls और 'use pop up blocker' को डिसेबल करने के लिए Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

तकनीकी बोली www.mstcecommerce.com/eprochome/rbi पर ऑनलाइन ही प्रस्तुत करनी होंगी। निविदाएं विनिर्दिष्ट दिनांक और समय पर इलक्ट्रोनिकली ही खोली जाएंगी।

निविदा में सभी प्रविष्टियां बिना संदिग्धार्थ के ऑनलाइन तकनीकी फॉर्मेट में की जानी चाहिए।

लेन-देन शुल्क संबंधित विशेष नोट:

वेंडर लॉगिन में "My Menu" लिंक के तहत दिए गए "Transaction Fee Payment" द्वारा वेंडर लेन-देन शुल्क का भुगतान करेंगे। वेंडर को ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। वेंडर को या तो एनईएफटी अथवा नेट बैंकिंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी। एनईएफटी का चयन करने पर वेंडर द्वारा फार्म भरे जाने पर एक चालान जनित होगा। वेंडर चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पेंमेंट चुनने पर निविदाकर्ता को अपने डेबिट/क्रेडिट कार्ड/नेट बैंकिंग से भुगतान करने के प्रावधान उपलब्ध होंगे। एमएसटीएस के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेनदेन शुल्क स्व प्राधिकृत हो जाएंगे और

वेंडर को सिस्टम जनित मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रतिदेय है। वेंडर लेन-देन शुल्क का भुगतान किए बिना ऑनलाइन निविदा एक्सेस नहीं कर पाएगा।

ध्यान दें

बोलीकर्ताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेन-देन फीस प्रेषित करें ताकि उन्हें बोली जमा करने के लिए पर्याप्त समय मिल सके।

निविदा प्रदान किए जाने तक निविदा की पूरी प्रक्रिया के दौरान अपलोड की गई निविदाओं /शुद्धिपत्रों के बारे में जानकारी केवल ईमेल द्वारा भेजी जाएगी। इसलिए वेंडरों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। वेंडरों से यह भी अनुरोध है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता सुनिश्चित करें।

एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

ई-निविदा में बोली लगाना:

बयाना जमा राशि (ईएमडी) को एनईएफटी/आरटीजीएस के माध्यम से भारतीय रिज़र्व बैंक के बैंक खाते में 02 मार्च 2020 को अपराह्न 5.00 बजे या उससे पूर्व भेजा जाए। एनईएफटी/आरटीजीएस लेन-देन के खाता विवरण निम्नानुसार हैं
लाभार्थी का नाम : OLDR RBI CHENNAI

आईएफएससी : RBIS0CNPA01 (पांचवां और दसवां अंक "शून्य" है। यह अंग्रेजी का अक्षर "ओ" नहीं है।)

खाता संख्या: 186003001

बोलीकर्ताओं को यह भी सूचित किया जाता है कि लेन-देन संख्या (स्कैन प्रति) के साथ प्रेषण का साक्ष्य ई-मेल आईडी oldrchennai@rbi.org.in पर भेजें।

- क. इस प्रक्रिया में तकनीकी बोली जमा करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया शामिल है।
- ख. वेंडर जिन्होंने लेन-देन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट www.mstcecommerce.com
→ e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- ग. वेंडर के पास रनिंग जावा एप्लिकेशन होना चाहिए। बोली खोले जाने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्तें / वाणिज्यिक विनिर्देशन भर कर उन्हें सेव करना होगा। इसके बाद वे तकनीकी बोली पर क्लिक करें। यदि यह जावा एप्लिकेशन काम नहीं कर रहा है तो वेंडर अपनी तकनीकी बोली को सेव / प्रस्तुत नहीं कर पाएंगे।
- घ. तकनीकी बोली भरने के बाद, वेंडर को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा और बोलियां पंजीकृत

करने के लिए "फाइनल सबमिशन" बटन पर क्लिक करना होगा।

- ड. वेंडरों को दस्तावेजों को अपलोड करने के लिए Attach Doc button का उपयोग करने का निर्देश दिया जाता है। एक से अधिक दस्तावेज अपलोड किए जा सकते हैं।
- च. सभी मामलों में, वेंडरों को अपनी बोलियां जमा करने के समय डिजिटल हस्ताक्षर के साथ अपने आईडी और पासवर्ड का उपयोग करने के बारे में सूचित किया जाता है।
- छ. संपूर्ण ई-निविदा प्रक्रिया के दौरान, निविदाकर्ता पूरी तरह से एक दूसरे से और हर किसी के लिए भी अज्ञात रहेंगे।
- ज. ई-निविदा फ्लोर पूर्व घोषित दिनांक और समय से और ऊपर वर्णित अवधि के लिए खुला रहेगा।
- झ. ई-निविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां वेंडर पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उन वेंडर द्वारा दी गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसकी स्वीकृति खरीदार और वेंडर के बीच आपूर्ति के निष्पादन के लिए बाध्यकारी संविदा तैयार करेगी।
- ञ. सभी बोलियां डिजिटल हस्ताक्षर प्रमाणपत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इन्हें स्वीकार नहीं किया जाएगा।

बैंक के पास बिना कोई कारण बताए निविदा को रद्द या अस्वीकार करने या स्वीकार करने या वापस लेने या निविदा को पूर्ण रूप से या उसके भाग में विस्तार करने का अधिकार सुरक्षित है।

निविदा दस्तावेज के की निबंधन और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा फ्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली (यों) की प्राप्ति की निर्धारित तिथि में विस्तार करने का अधिकार है।

वेंडरों से अनुरोध है कि बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए वेंडर गाइड को पढ़ लें और पृष्ठ

www.mstcecommerce.com/eprochome में वीडियो देखें।

Process of Empanelment:

1. In first stage, the vendor is required to register with MSTC e-procurement portal (www.mstcecommerce.com). The Vendor should possess Class III signing type digital certificate from MSTC and shall submit the Technical bid online.
2. Opening of technical bid will be done online at the specified date and time.
3. The Bank will issue a 'Request for Quotation' (RFQ)' from the vendors who qualify in the technical bid indicating the list specifying the broad requirements expected under each category.
4. In response to the Bank's RFQ, the supplier should quote the Price in respect of all the items mentioned in RFQ.
5. Bank will empanel the vendors who qualify in technical bid, RFQ, Vendor's past performance, quality check etc.
6. Bank's decision in this regard will be final and binding.

Terms and conditions to qualify in the tendering process:

Pre-Qualification Criteria / Technical Requirements:

1. Only those Vendors/firms who fulfil the following pre-qualification criteria/ Technical requirements are eligible to apply for e- tender for supply of provisions to RBI, Chennai:-
 - I. The vendors should have minimum **three years** of experience in undertaking the work of similar nature.
 - II. FSSAI certification is compulsory.
 - III. Vendors should have applicable tax registrations (PAN, TAN, GST, etc.).
 - IV. Vendors should have Current account in a scheduled commercial bank.
 - V. The Vendors should ensure that they fulfil the prequalification criteria before submitting the tenders. **The tenders submitted by vendor who do not fulfil the prequalification criteria specified by the Bank will be summarily rejected.**
 - VI. Vendors will have to pay EMD via NEFT only. EMD of unsuccessful vendors shall be returned within 30 days from the completion of empanelment process. EMD of successful vendors shall be returned on receipt of Security deposit. The successful vendors shall submit a security deposit in form of DD or online transfer (NEFT) to RBI A/c.
 - VII. At any point of time before/after the opening of the tender, if the documents or the information provided by the firm/vendors are found to be incorrect, the application would be rejected. The Bank's decision in this regard would be final.
 - VIII. If any adverse comments/complaints are received from the previous employer(s) against the vendor before completion of tender process, the Bank has the right to reject the tender without any prior intimation.
 - IX. Should have clients like PSUs/Banks/FIs/Corporates/Govt/semi-Govt organisation/reputed private institution to its credit.
 - X. The track record of the vendor should be clean and it should not have been involved in any illegal activity or financial irregularities.
 - XI. Vendors(s) whose contract was/were terminated earlier by the Bank on account of unsatisfactory performance are not eligible to apply.

- XII. There will be no guarantee on minimum turnover for ordering of provisions. The order may vary depending on our requirements.
- XIII. The Vendor shall not engage any agent or enter into sub-contract with any other vendor/s for supply of provisions.
- XIV. The vendor is not permitted to supply the provisions in **a la carte** form. The ordered items shall be delivered completely without any delay.
- XV. High standard provisions/items shall be supplied. Random checks will be conducted periodically by the RBI officials in this regard.
- XVI. The delivery staff for delivering provisions to RBI, Chennai shall be employed by the vendor only and RBI shall not in any way, be responsible for their terms of Employment/engagement or violation of any labour laws. The Vendor shall inform to the staff so employed/engaged in this regard. The staff must have necessary experience of delivery service. The staff shall be properly dressed besides being courteous, well-mannered and attentive. Delivery staff should be well conversant in English/ Tamil and he must obtain an entry pass issued by RBI and the same shall be displayed on person during the delivery of provisions and the delivery staff is not permitted to enter the Bank premises without a valid entry pass.
- XVII. Bank reserves the right to demand for change of delivery staff if warranted. In case of leave taken by any delivery staff, it will be the responsibility of the vendor to ensure uninterrupted service/substitute arrangement. However, frequent change in the personnel may be avoided.
- XVIII. The staff/employees deployed by the vendor as delivery staff do not confer any rights to be the Employees of Reserve Bank of India.
- XIX. The vendor shall not make any changes, additions or alternations in the orders placed. Prior permission shall be obtained before making any changes (if any).
- XX. As per the Abolition of Child Labour Act 2006, shall not engage a person below the age of 18 years.
- XXI. The tenure of the empanelment will initially be for one year and extendable further period of two years at the sole discretion of the Bank.

2. No deviations/ conditions shall be stipulated by the tenderer in technical bids.

Conditional tenders will not be accepted and will be summarily rejected.

3. Falsification/suppression of information shall lead to disqualification of the tenderer/ even after empanelment.
4. Termination Policy:
 - a) The Bank reserves the right to levy penalty and even remove the vendor from empanelment with a notice of **10 days** if there is deterioration in any kind of poor/ deficient service, fraudulent activities, unsatisfactory/deficiency in the quality of provisions, material, hygiene, etc. In case of any dispute in this regard, the decision of the Bank shall be final and binding. In such a scenario, the security deposit made will be forfeited.
 - b) The Bank also reserves the right to remove the vendor from empanelment by giving a notice of **30 days** without assigning any reasons thereof.
 - c) **Mutual Termination:** The vendor who wish to exit from the empanelment shall give a notice by assigning the reason(s) thereof. On acceptance by the Bank, the vendor shall be removed from the list after a period of 30 days from the day of acceptance by the Bank.
5. Each Vendor (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 of this work. 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 RFQ will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the vendor as non-compliant and shall remove the vendor from the empanelment.
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 vendor from previous/present clients. The Bank shall evaluate the said reports at any point of time before opening 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 are found unsatisfactory, the Bank reserves the right to reject the offer even after opening of technical bid of the tender. The Bank is not bound to assign any reason for doing so.

8. No interest shall be paid on EMD/Security Deposit.
9. In case the vendor has any doubts in the Tender document, he / she shall seek clarification from the Office of General Manager, Human Resource Management Department (HRMD) not later than ten days before last day for submission of technical bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all vendors without disclosing the identity of the tenderer seeking clarification. All communication between the vendor and the HRMD shall be carried out in writing via e-mail only (oldrchenai@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.

Before submitting the tender, the tenderer may go through the general terms and conditions/pre-qualification criteria/ general guidelines/ technical requirements on which the work will be awarded by the Bank and required to be executed by the vendor. The vendors may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender. Application containing false or inadequate information is liable for rejection. **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.

General Manager
Reserve Bank of India, Chennai

General Terms and Conditions

1. The empanelment shall be initially valid for a period of one year tentatively from **April 01, 2020 to March 31, 2021**. 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. Any deficiency in service and quality as well as quantity of the items supplied from the specification, decided by the Bank, will not be accepted. A penalty will be levied for any such violation after giving due notice and opportunity to the vendor to explain his/her position.
3. The Vendor shall not sub-let the contract. In case of any violation in this regard the Bank reserves the right to terminate the contract.
4. RFQ (Request for quotations) should be submitted (those who qualify in technical bid) duly signed with date in the enclosed blank space of the indicative menu.
5. The vendor shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank's people and/or property.
6. At any point of time during the period of empanelment, the contractor shall ensure the security deposit with the Bank is maintained as mentioned in [Annexure V](#).
7. The tender form should be filled in English. If any of the documents prescribed is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
8. The Vendor, as per the Child Labor (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.
9. 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.

10. 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.
11. The vendor shall keep 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, 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.
12. 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.
13. Incomplete forms or those without proper documentary evidence etc. (as desired above) will be rejected by the Bank. **No further correspondence shall be entertained by the Bank in this regard.**
14. The vendor shall abide by all extant security guidelines of the Bank at all times.

15. 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.
16. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is being transferred or vacating his office or resigning or refusing to work or being unable to act for any reason whatsoever, the Regional Director, RBI, 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.
17. The arbitrator shall give interim awards and / or directions, as may be required.
18. The aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under and any modification thereof, from time to time being in force, shall be deemed to apply to the arbitration proceedings under this clause.
19. Jurisdiction: This agreement shall be subject to the jurisdiction of the courts at Chennai only.

General Guidelines

- Separate panels will be prepared for each category. Vendor can choose to participate in one or more categories. The panels are expected to remain operational initially for a period of **one year**, 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.

Sl. No.	Category	Name of work	Location
1	I	Supply of Vegetables and Fruits	Officers' Lounge and Dining Room situated in the Main Office Building, 4 th Floor, 16, Rajaji Salai, Fort Glacis, Chennai-600 001
2	II	Supply of Non-Vegetarian items	Officers' Lounge and Dining Room situated in the Main Office Building, 4 th Floor, 16, Rajaji Salai, Fort Glacis, Chennai-600 001.
3	III	Supply of Milk and Dairy items	Officers' Lounge and Dining Room situated in the Main Office Building, 4 th Floor, 16, Rajaji Salai, Fort Glacis, Chennai - 600 001.
4	IV	Supply of Groceries	Officers' Lounge and Dining Room situated in the Main Office Building, 4 th Floor, 16, Rajaji Salai, Fort Glacis, Chennai - 600 001.

- Suppliers/Vendors who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document should apply online only (No offline mode submission allowed). Applicants desirous of applying for more than one category

may apply separately for each category and shall pay the EMD accordingly.

- The supplier must hold valid licenses issued under FSSAI Act 2006 or any other license as applicable as on the date of application or as applicable under any law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with /selling of above provisions / items. The empaneled suppliers will further ensure and undertake that their licenses remain valid till the end of the contract period.
- The supplier must **not have** been convicted by the State FDA and **no case** should be pending under the Prevention of Food Adulteration Act and Rules.
- The supplier should have undertaken similar business arrangement for the respective category with at least one Govt./Semi-Govt./Public Sector/ reputed private sector organization during the last three years. Documentary proof needed.
- The supplier should agree to supply **all the provisions under the category** that the Bank indents. Failure to do so after empanelment as described elsewhere in the document will result in automatic forfeiture of the Bank Performance Guarantee.
- The supplier/contractor should not have been debarred/ black-listed by any Govt. /Semi-Govt. /Public Sector organization.
- The shop/establishment of the supplier should be situated in the city of Chennai. 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.
- **Scope of work** -The Bank will issue a 'Request for Quotation' (RFQ)' for technically qualified vendors i.e. indicative list specifying broad requirements from the vendors who qualify in technical bid. The Bank will empanel one or more suppliers to supply the provisions, who/which offer the lowest price if otherwise found suitable. The supplier(s) 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 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.

- **Pricing** - In response to the Bank's RFQ, the supplier should quote prices in respect of all items of supplies to be made excluding the delivery charges. Delivery Charges, if any, may be mentioned separately in the Bill. The price quoted in the bill will be exclusive of GST. However, 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 not pay more than the labeled price quoted.
- **Security Deposit** - The successful empaneled vendors will have to furnish a security deposit in the form of DD payable to "Reserve Bank of India, Chennai" or online transfer for an amount (Refer [Annex V](#)). No claim shall be made against the Regional Director, Human Resource Management Department, Reserve Bank of India, 16, Rajaji Salai, Fort Glacis, Chennai - 600001 in respect of interest on the Security Deposit. The amount of Security Deposit shall be liable to be forfeited if the provisions indented by the bank are not supplied or the provisions /items provided by the supplier/vendor against the indents placed on them in pursuance of this contract are subsequently found to be not conforming to adequate quality / up to the mark.
- **Period of Empanelment** - The period of Contract shall be for a period of one year, initially and shall be extended for a further period of three years (one year each) subject to satisfactory performance at the sole discretion of the Bank.
- **Earnest Money Deposit (EMD)** - Intending tenderers shall pay Earnest Money Deposit (EMD) as mentioned below via NEFT only.

Sl. No.	Categories of Provisions	Amount of EMD (in Rs.)
1	Supply of Vegetables and Fruits to the Officers' Lounge and Dining Room.	30,000.00
2	Supply of Non-Vegetarian items to the Officers' Lounge and Dining Room.	20,000.00
3	Supply of Milk and Dairy items to the Officers' Lounge and Dining Room.	18,000.00
4	Supply of Groceries to the Officers' Lounge and Dining Room.	30,000.00

- b. The Earnest Money Deposit (EMD) paid by the tenderer shall be held by the Reserve Bank of India as Security for the execution of e- tender until completion of tender process.
- c. The EMD amount deposited by the **unsuccessful** vendors shall be returned to the vendors via account transfer within 30 days from the completion of empanelment. No interest shall be paid on EMD.
- d. The EMD amount deposited by the **successful** vendors shall be returned to the vendors after obtaining the security deposit.
- **Application procedure** - The supplier / Vendor will be responsible to ensure that his application is submitted online on or before the due date and time. The Bank is not responsible for any technical glitch which may lead to non-submission of application. The vendor shall ensure that the application is submitted successfully. **All costs in connection with e- tender shall be borne by the vendor.**
 - **Right to accept / reject any or all applications** - 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 Regional Director, Chennai, has the right to modify / alter

any requirements in this document at his/her discretion in the interest of the Bank as deemed appropriate by him/her. His/her decision in this regard shall be final.

- **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. Vegetable & Fruits – at 9.30 a.m.
 - II. Milk & Dairy items – at 08.30 am and 12.30 pm (twice a day)
 - III. Non-vegetarian items – at 10.30 a.m.
- b) Groceries as specified by the office from time to time are to be delivered within specified time.
- c) In case of indent for specific brand of provision, the brand shall not be substituted.
- d) The supplier should not stop the supplies of the provisions without giving at least 30 days' notice. The bank has the right to levy penalty if the services are affected without any such notice.

- **Presentation of bills :**

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

- **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.

- **Corrupt, fraudulent or unethical practices**

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

a) The supplier shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of the Bank in the empanelment process.

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, if at any time, it determines that the supplier has engaged in corrupt and fraudulent practices.

d) The supplier should ensure that any person appointed by him for any purpose is not under the age of 18 years. The suppliers should have complete information on the delivery persons engaged and ensure that only persons having a clean police record are deployed for RBI duty. The suppliers shall arrange to provide the Bank with copies of the photographs of the delivery persons along with their Government issued Photo identity card (PAN, AADHAAR, Bank Pass book, Voter ID) 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, forfeit the security deposit or even terminate the empaneled vendor in whole or part in respect of any supplier for any of the following reasons:

- i. Supply of sub-standard/ spurious/ substitute provisions.
- ii. Delay in supply/ refusal to supply/ non-supply of provisions.
- iii. Over charging of prices in the bill.
- iv. In case it is found that any particular provision's date is expired or is near the date of expiry.
- v. If the supplier fails to perform any other obligation(s) under the contract.
- vi. In the judgment of the Bank, if the supplier has engaged in corrupt or fraudulent practices or fails to adhere to the terms and conditions as laid out by RBI, Chennai.

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. The Bank may also stop payments due or recover the cost of such supplies from the amounts due to the supplier.

- **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 under 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.

- **Arbitration**

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



Annex I

**Human Resource Management Department
Chennai**

**APPLICATION FORM FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF
_____ Category _____**

(Please mention category- Minimum 01 and Maximum 04)

Sl. No.	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	Category :	Please tick the appropriate category 1. Vegetables and Fruits. 2. Non-veg items. 3. Milk and Dairy items. 4. Groceries. (one or more categories can be ticked)
7	PAN No.	
8	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	

9	Whether Manufacturer/ Authorized Distributor/ Dealer / Agency /retailer	
10	Name(s) of the Proprietor/ Partner/ Director / Official with designation authorized to make commitment to the Bank	
11	Telephone No. Mobile No.	
12	Mailing Address:	
13	Whether the Supplier holds valid license (s) on the date of application for various categories of provisions issued by the FDA of the State under the provisions of the Prevention of Food Adulteration Act /Tamil Nadu Shops & Establishment Act 1947 as on the date of application or as applicable under any law in force. Please give details of licenses.	
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	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.	

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 of the applications without assigning any reasons.

Name:

Signature

Place:

Date:

PROFORMA OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE

Name & address of the client:

Details of works executed by Shri. / Smt. /
M/s. _____ (Name of the supplier)

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

The undersigned is competent to issue this certificate.

***'Countersigned'**

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

Bankers' Certificate

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

Bankers' Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information M/s./Shri having the noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. (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.

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 also 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, Chennai reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature:

Name:

Date:

Seal of the Vendor:

Annex IV

Details of the Banker(s)

(To be printed on firm's letterhead)

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

Security Deposit

Sl. No.	Categories of Provisions	Security Deposit- Amount in ₹
1	Supply of Vegetables and Fruits to the Officers' Lounge and Dining Room.	75,000.00
2	Supply of Non-Vegetarian items to the Officers' Lounge and Dining Room.	50,000.00
3	Supply of Milk and Dairy items to the Officers' Lounge and Dining Room.	45,000.00
4	Supply of Groceries to the Officers' Lounge and Dining Room.	75,000.00

Average Procurement

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

Sl. No.	Categories of Provisions	Expected Annual Procurement/ turnover in ₹ (lakhs)
1	Vegetables and Fruits	15.00
2	Non-Vegetarian items	10.00
3	Milk and Dairy items	9.00
4	Groceries	15.00

DECLARATION FOR NON – CONVICTION OF ANY OFFENSE/ PENDING CASE

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

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

Signature:

Name:

Date:

Seal of the Vendor:

Required Documents

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

1. Application form ([Annex I](#)).
2. Client Certificate ([Annex II](#)).
3. Banker's Certificate ([Annex III](#)).
4. Duly filled and attested copy of Declaration.
5. Detail(s) of Bankers ([Annex IV](#)).
6. Declaration for non – conviction of any offense/ pending case ([Annex VII](#)).
7. Self-attested copies of valid licenses issued under FSSAI/ Tamil Nadu Shops & Establishment Act 1947 or any other valid license for conducting the business as on the date of application.
8. Copies of the balance sheets or Income tax return submitted for the last two financial years, (2017-18 and 2018-19) duly certified by a Chartered Accountant.
9. Self-attested copy of PAN/TAN card allotted to the supplier/vendor.
10. Self-attested copy of GST registration.
11. Self- attested copies of Terms and conditions/ Pre-Qualification Criteria / Technical Requirements.
12. Self-attested copy of General Terms and Conditions.
13. Self-attested copy of General Guidelines.
14. Declaration of non – conviction of any offense/pending case ([Annex VII](#)).