

## MP State, Food Craft Institute, Rewa

No.: 05 /FCI/Rewa/Principal/MPSTDC/2017

24<sup>th</sup> Jan, 2017

Food Craft Institute MPSTDC Rewa invites offers from the reputed companies for the following:-

- 1) Tender No 02//FCI/Rewa/2017 System No. 911  
**Annual rate contract for supply of kitchen equipments at FCI REWA**
- 2) Tender No 03//FCI/Rewa/2017 System No. 912  
**Annual rate contract for supply of Furniture & Furnishing Items at FCI Rewa**
- 3) Tender No 04//FCI/Rewa/2017 System No. 913  
**Annual rate contract for supply of Electronic & Electric Items at FCI Rewa**

**Terms and conditions of the tender document can be downloading from Website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). Last Date and Time for purchase of tender is 17<sup>th</sup> February, 2017, 05:00 PM. Pre Bid meeting will be held at institute premises on 02 feb 2017 11:30 AM**

For any other information, contact +91-9479427591 or email on [principalfcirewa@mptourism.com](mailto:principalfcirewa@mptourism.com)

**PRINCIPAL  
FCI REWA**

**MP STATE FOOD CRAFT INSTITUTE, REWA  
(Dept. of Tourism, Govt. of M.P.)**

**NIT NO. 02/FCI/REWA/TENDER/2017  
SYSTEM NO. 911**

**TENDER NO: 02/FCI/REWA/TENDER/2017  
System No. 911**

**DATE: 24/01/2017**

**SCOPE: "ANNUAL RATE CONTRACT FOR SUPPLY OF KITCHEN EQUIPMENTS Items"**

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| <b>Scope of Work</b>                           | MP STATE FOOD CRAFT INSTITUTE, REWA invites tenders for annual rate contract for supply of "food production (kitchen, bakery, dishwashing and freezing equipments)" at MP State Food Craft Institute, Rewa. Terms & conditions of tender document given below: - |
| <b>Tender Fee (Non-Refundable)</b>             | <b>Rs. 10,000/- Online</b>   |
| <b>Earnest Money Deposit</b>                   | <b>Rs.3,00,000 /- Online</b>   |
| <b>Date of Issuing Tender</b>                  | <b>25/01/2017</b>  |
| <b>Pre Bid Meeting</b>                         | <b>02/02/2017 at 11:30 A.M. will be held at Rewa</b>   |
| <b>Tender Purchase Last Date</b>               | <b>17/02/2017 05:00 PM</b>   |
| <b>Online EMD and Bid submission Last date</b> | <b>20/02/2017 at 05:00 PM</b>  |
| <b>Manual Document Submission Last Date</b>    | <b>21/02/2017 at 05:00 PM at Bhopal Office</b>   |
| <b>Date &amp; Time of Opening</b>              | 1. Technical Bid: <b>22/02/2017 at 10:00 AM</b><br>2. Financial Bid: <b>22/02/2017 at 04:00 PM</b>   |
| <b>Place of submitting Tender</b>              | <b>Principal - M.P. State Food Craft Institute, Rewa<br/>C/O G.M. Training (MPSTDCL) - Training Cell,<br/>Paryatan Bhawan, Bhadbhada Road,<br/>Bhopal (M.P.) – 462003<br/>Mob : 9479427591</b>   |
| <b>Supply Address/Location</b>                 | Principal<br>MP State Food Craft Institute-Rewa,<br>Behind RTO Office, Ratahara,<br>P.O.: Ratahara<br>Rewa - 486001,<br>Madhya Pradesh, India  |
| <b>Period of Start of Work</b>                 | Immediate after release of work order.   |
| <b>Time limit for Work completion</b>          | Maximum 45 days after obtaining Work order   |
| <b>Period of Rate Contract</b>                 | 12 Months from obtaining 1st work order.   |
| <b>Defects liability period</b>                | 24 months after completion & installation of work  |
| <b>Penalty rate</b>                            | L.D. 5% of the billing amount per month of work order value  |
| <b>Bid Validity Duration</b>                   | 1 year from the date of Opening of financial bid.  |

## **1. Introduction**

MP STATE MP STATE FOOD CRAFT INSTITUTE, REWA is an Autonomous Institute jointly supported by Ministry of Tourism, Government of India and Department of Tourism, Government of Madhya Pradesh. Registered under Societies Registration Act with District Registrar of Societies, Bhopal. The main building and campus is at Behind R.T.O. office, Ratahara, P.O.: Ratahara, REWA- 486001, Madhya Pradesh, India. The Rewa Railway Station is 10 kms from the Institute.

## **2. Scope of Work**

MP State Food Craft Institute (FCI), Rewa intends to invite sealed tenders for supply and installation of FOOD PRODUCTION (KITCHEN, BAKERY, DISHWASHING & FREEZING EQUIPMENTS).

## **3. Qualification for bidders**

### **3.1 Essential Qualifications**

- a) Selection of qualified bidder would be based on experience and turnover. Tenders are invited only from reputed manufactures and their authorized dealers.
- b) Up to the last date for submitting tenders, a minimum of 03 calendar years experience in supply of Kitchen Equipments to Government Hotel Management Institutions is essential. Apart from this, the tenders shall submit the list of organizations to whom they have supplied the items. The tenderers shall enclose copies of supply orders from Government Hotel Management Institutes in support of this qualification. Please enclose any three work order in the supply of the same.
- c) Bidders shall enclose a copy of their valid certificate of PAN No., TAN No, Sale Tax/VAT No./Service Tax No., certificate of other taxes which are applicable and Income Tax return (last 03 Financial Year) or any other document as required by the Institute with their tender.
- d) Audited report of the bidder for last three financial years (FY' 2013-14, 2014-15, 2015-16) and average annual turnover of the bidder should be submitted with the tender. An average turnover of **Rs. 4 Crore** for the last three financial years duly signed by Chartered accountant is mandatory.
- e) Letter of declaration that the bidder should not have been black listed by any State Government/Central Government or any PSU. An undertaking has to be enclosed.

### **3.2 General Terms with regard to quality of materials.**

- a) Quality of Stainless Steel: Food Grade 304, Top 16 Gauge, Side 18 Gauge, any type of angles or rod etc. must be Stainless steel. The stainless steel should be non-corrosive & non-magnetic. Edges of the equipments should be rounded. In electrical equipments wires, plug & sockets and elements must be ISI mark. In case of any compressor or motors etc. must be well reputed company in Indian market.
- b) Tenderers shall submit their tender with complete specifications and required information as per the Financial Bid. Tenderers are advised to visit the site before submitting the Tender for exact specification & measurement. Submit the copy of the Terms & Conditions along with Price Bid format as issued by the institute has to be enclosed after duly signed by the bidders.
- c) Unless otherwise mentioned in the contract, the latest Indian standard Code for material specifications, method of work and mode of measurements shall be followed. The Bidder should have relevant standard Certificates. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill.

- d) The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his workers will be allowed to use Lift / Premise in the office hours.
- e) The quantities mentioned in schedule are provisional and likely to increase/decrease to any extent or may be omitted thus, altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- f) CD or Colored hard copy of 3-D Plan / Elevation / Catalogue / Design of FOOD PRODUCTION KITCHEN EQUIPMENTS to be submitted necessarily with the Tender.
- g) No products which have been made in China, are to be quoted.
- h) Conditional tenders are liable to be rejected.
- i) Regarding quality of material: Supplier will be responsible to maintain the same. The institute reserves the right to get the material analyzed from a laboratory. To verify the quality of the product samples may be seen by the committee before finalization of the rates.
- j) System setup and staff training: The tenderer will undertake to training of the Institute staff on system operation for minimum five days from the date of commissioning.

### 3.3 Earnest Money and Security Deposits

The successful bidder will have to deposit 10% of the work order as Bank Guarantee with the Principal, MP STATE FOOD CRAFT INSTITUTE, REWA before signing of Annual Rate Contract for the period of 12 Months which may be extended to another 12 months with mutual consent which will exclude the amount of EMD. The Bank Guarantee would be retained for 2 years against EMD at the time of installation and successful operation. No interest will be paid on the EMD deposited. The EMD of disqualified tenderers will be returned after 45 days from the date of finalization of the tender.

## 4. Bidding Procedure

### 4.1 Instructions to Bidders

- a) Tender two envelope (Technical Bid & Financial Bid) are invited for “food production (kitchen, bakery, dishwashing & freezing equipments from manufactures & their authorized dealers
- b) Tender Fee: Rs. 10,000/- (Rs. Ten Thousand only) non-refundable  
Complete set of tender document can be downloaded by the interested parties from website [www.mpstdc.com](http://www.mpstdc.com) OR [WWW.mpeproc.gov.in](http://WWW.mpeproc.gov.in)
- c) Manually document (Technical document and Online EMD submission receipt) submission last date 21/02/2017 05:00 PM

### 4.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- a. The bidder shall quote only one price for each item.
- b. The bidder should quote all the items as per the list of the Tender; if any item is left unquoted the Tender of the Bidder will be summarily rejected.
- c. The price of the goods shall be quoted in total (inclusive of all taxes and Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes applicable under central and state government) is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period for each item.
- d. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- e. The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of the items offered.
- f. “DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated

in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

- g. The price approved by the tender Committee for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 4.2 (c).
- h. The prices/rates quoted in total should be indicated in words as well as in figures.
- i. Adjustment of Price: In future requirements if there are any odd specification which is not mentioned in the enclosed list of Rate Schedule (Annexure-B); price would be adjusted according to the overall dimension of the concerned equipment.

### **4.3 Submission of Bids**

#### **Deadline for Submission of Bids**

- a) Complete bids (including Technical and Financial) must be received by the Principal, MP State Food Craft Institute not later than the date and time indicated. In the event of the specified date for submission of bids being declared as a holiday for the MP State Food Craft Institute, Rewa, the bids will be received up to the specified time on the next working day.
- b) The Principal, MP State Food Craft Institute, Rewa may extend the deadline for submission of bids by issuing an amendment. In that case all the rights and obligations of the MP State Food Craft Institute, Rewa and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **Inspection of sites: -**

The contractor shall visit and examine the site before tender submission and satisfy so as to understand the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. Any extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will not be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer as claims for reimbursement thereof shall not be entertained.

### **4.4 Bid Validity**

The bid shall remain valid for a period of 01 year. The Institute reserves the right to requisition the items mentioned in **Annexure - B** either in whole or in part thereof, minimum being 30 items for the initial installation and execution. The institute may call for the remaining items to be installed subsequently, all within the maximum time limit of 01 year. If any item for which bid has been submitted is not requisitioned for installation, no liability on the institute shall ensue in this regard.

### **4.5 Sealing and Marking of Bids**

Two Bid System: Technical Bid & Financial Bid to be submitted separately in one large envelope.

- a. Technical Bid: submitted in 1st Envelop, must be consisted with "Annexure-A". The technical bid shall contain all documents required to demonstrate the prescribed qualifications in a separate envelop, along with the details of items to be supplied with all required specifications
- b. Financial Bid: Submitted in 2nd Envelop, Prices to be mentioned in figures legibly. Any corrections must be duly signed. No correction will be entertained after opening the Tender. Rates are required according to the rate schedule as per "Annexure-B" on F.O.R destination Basis
- c. The bidder shall give the total composite price inclusive of all levies and all taxes. The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per price schedule given in Annexure-B. The offer shall be firm in Indian Rupees only. No foreign exchange will be made available by the purchaser.

## 4.6 Details of Annexure

- a) **Annexure – A:** Technical bid document for "annual rate contract for supply of food production (kitchen, bakery, dishwashing & freezing equipments)" at FCI, REWA.
- b) **Annexure – B:** Rate schedule or list for best quality supply of food production (kitchen, bakery, dishwashing & freezing equipments)" along with specifications.

## 4.7 Financial evaluations and comparison of substantially technical responsive bids

- a) The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid after their successful demonstration. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of unsuccessful bidders would not be opened and destroyed.
- b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- c) The evaluation and comparison of responsive bids shall be F.O.R inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule in Annexure-“B” of the Bid Document
- d) Lowest rate will be calculated on the basis of the aggregate value, which will be inclusive of all levies and taxes applicable under central and state government. (as mentioned in clause 4.2c).
- e) Tender shall remain valid for acceptance for a period of 1 year from the notified last date of tender submission

## 5. Time and mode for execution

### 5.1 Bid Opening

- a) The Tender committee, MP STATE FOOD CRAFT INSTITUTE, REWA will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified. In the event of the specified date for submission of bids being declared a holiday for the MP STATE FOOD CRAFT INSTITUTE, REWA the bids will be opened at the appointed time and location on the next working day.
- b) The envelope containing the technical bid shall be opened first. If the documents are incomplete the remaining bid documents will not be opened and bid will be rejected.
- c) In all other cases, the amount of earnest money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the MP State Food Craft Institute, Rewa may consider appropriate, will be announced by the Principal MP STATE FOOD CRAFT INSTITUTE, REWA at the time of opening.
- d) At the time of the opening of the 'Financial Bid', the names of the bidders whose technical bids were found responsive will be announced. The financial bids of only those bidders will be opened. The remaining disqualified bids will be returned unopened to the bidders. The responsive bidders' names, the bid prices, the total amount of each bid, and such other details as the MP STATE FOOD CRAFT INSTITUTE, REWA may consider appropriate will be announced by the MP STATE FOOD CRAFT INSTITUTE, REWA at the time of bid opening. Any bid price which is not read out and recorded will not be taken into account in bid evaluation.
- e) The MP STATE FOOD CRAFT INSTITUTE, REWA shall record the presence of bidders on the opening of the Technical and Financial bids.

## **5.2 Notification of Award and Signing of Agreement**

- a)** The bidder whose bid has been accepted will be notified of the award by the MP STATE FOOD CRAFT INSTITUTE, REWA before the expiry of the Bid validity period by email, speed post or fax confirmed by registered letter. This letter (hereinafter and in the „General Conditions of Contract“ called the ("Letter of Acceptance") will state the sum that MP STATE FOOD CRAFT INSTITUTE, REWA will pay to the bidder in consideration of the execution, completion and maintenance of the supply by the bidder as prescribed by the contract hereinafter and in the contract called the "Contract Price".
- b)** The notification of award will constitute the formation of the contract, subject only to the furnishing of a bank guarantee as prescribed.
- c)** The agreement will incorporate all agreements between MP STATE FOOD CRAFT INSTITUTE, REWA and the successful bidder. It will be signed by the Principal MP STATE FOOD CRAFT INSTITUTE, REWA and the successful bidder after the bank guarantee is furnished.
- d)** Upon the furnishing by the successful bidder of the bank guarantee, the MP STATE FOOD CRAFT INSTITUTE, REWA will promptly notify the other bidders that their bids have been unsuccessful.

### **5.3 Award of contract: placement of order**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods type have been approved/ validated by the purchaser.

### **5.4 Bank guarantee**

- a) Within 07 (seven) days after receipt of the Letter of acceptance, the successful bidder shall deliver to the MP STATE FOOD CRAFT INSTITUTE, REWA a bank guarantee of Ten (10) percent of the contract price, which shall be valid for a period of twenty four months after the completion of Defect Liability Period.
- b) The bank guarantee shall be either in the form of a Bank Guarantee or fixed deposit receipts, in the name of the Principal, MP State Food Craft Institute, Rewa, from a scheduled commercial bank.
- c) If the successful bidder does not submit the bank guarantee within 7 days, the contract will be terminated and the next successful bidder will be given the contract.

### **5.5 Finishing the Contract**

The bidder shall request MP STATE FOOD CRAFT INSTITUTE, REWA to issue a certificate of completion of the Supply, and the MP STATE FOOD CRAFT INSTITUTE, REWA will do so upon deciding that the supply and installation is completed.

## **6. Transfer of ownership and responsibility**

### **6.1 Terms of Payment**

Payment will be released only after satisfactory delivery, installation & operation of the goods and machines at our respective destination. Installation reports duly signed by authorized person of the Institute are to be attached along with the invoice for processing of payment. Receipt duly signed by authorized person to be attached along with the invoice for processing of payment in every invoice basic price & taxes should be mentioned separately.

### **6.2 Warranty/Guarantee**

Minimum warranty of all products/equipments would be 24 months from the date of installation. Within warranty period minimum 04 free on spot services would be necessarily given by the supplier. Otherwise, earnest money would not be released. The tenderers must furnish a guarantee for 24 months on his/her letterhead, duly sealed and signed.

### **6.3 Correction of Defects noticed during the Defect Liability Period a)**

The defects liability period will be of two years from the completion of work.

- c) MP STATE FOOD CRAFT INSTITUTE, REWA shall give notice to the bidder of any defects or repairs needed before the end of the defects liability period.

### **6.4 Defects or repairs which have not been corrected.**

- a) If the bidder has not corrected a defect pertaining to the defect liability period under as per the conditions of contract, to the satisfaction of the MP State Food Craft Institute, Rewa, within 7 days of the MP State Food Craft Institute, Rewa notice, the Principal, MP STATE FOOD CRAFT INSTITUTE, REWA will assess the cost of having the defect corrected, and the bidder will pay this amount on correction of the defect. If the amount is not paid by bidder, it will be deducted from bank guarantee.



b) Damaged/ Dented or Scratched products will be immediately notified to the supplier and the supplier is bound to replace the product within 10 days from the date of notification. Otherwise the product will be forfeited by the purchaser and no payment of the same will be released

## **6.5 Site cleaning**

All the rates quoted are inclusive of removal of rubbish/debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same and the expenses shall be recovered from the contractor and he will not dispute for the expenses so incurred.

## **6.6 Delivery Report**

It is mandatory that all ordered equipments to be supplied within stipulated time period (maximum 45 days) on F.O.R. delivery as would be mentioned in the Purchase Order otherwise, L.D. @ 5% will be imposed on weekly basis for 3 weeks on total work order amount, after which the work order will stand cancelled, EMD and Bank guarantee will be forfeited and the work order will be issued to the next successful bidder.

## **7. Default**

### **7.1 Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a bidder to influence the tender committee and staff of MP STATE FOOD CRAFT INSTITUTE, REWA processing of bids or award decisions may result in the rejection of his bid.

### **7.2 Contacting the MP State Food Craft Institute, REWA**

- a) No Bidder shall contact the Principal and tender committee member or any staff of MP STATE FOOD CRAFT INSTITUTE, REWA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- b) Any attempt by the bidder to influence the Principal and tender committee member or any office staff of MP STATE FOOD CRAFT INSTITUTE, REWA during bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

## **8. Right to withdraw tender & Right to choose most appropriate bidder**

- a) The Tender committee reserves all the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders.
- b) The Tender committee reserves its right to choose the most appropriate bidder as per the terms of the contract.
- c) The Tender committee reserves its right to accept or reject any tender and quantity of items may be increased / decreased or omitted as per the requirement without any prior notice.

## **9. Rights of the Institute in case of default by the Contractor**

### **9.1 Termination**

Without prejudice to other rights for imposition of penalty, forfeiture of goods and security deposits etc. the Institute would have the right to terminate the contract without further notice to the contractor in case:

- a) The Contractor does not commence work within 07 days from the date of the work order; or does not complete the work and does not handover all the works with material installed to the Institute within 45 days of the work order.
- b) The work does not meet the quality standard prescribed or the prescribed measurements.
- c) If the bidder withdraws the bid after opening of technical bid during the period of bid validity:
- d) In case of failure of delivery or refusal of the Purchase Order on the basis of finalized rates under the terms and conditions mentioned in the tender document.
- e) If any breach of the terms of the Tender Document is committed by the Contractor.

### **9.2 Forfeiture**

- a) In the event of termination or in the event of any loss suffered by the Institute, the institute would have the right to forfeit the bank guarantee for recovery of loss, penalty imposed etc, without prejudice to other forms of recovery available to the institute. In the event of forfeiture during continuation of contract or during defect liability period, the contractor shall be bound to furnish fresh bank guarantee of the same amount within 07 days of such forfeiture.
- b) If the bidder withdraws the bid after opening of technical bid during the period of bid validity:
- c) In the case of a successful bidder, if the bidder fails within the specified time limit (07 Days) after the receipt of letter of acceptance) to sign the agreement and or furnish the required bank guarantee.
- d) In case the quality found substandard after delivery or within the warranty period.
- e) In case of failure of delivery or refusal of the Purchase Order on the basis of finalized rates under the terms and conditions mentioned in the tender document, Order will be cancelled if not delivered within three weeks after time limit.
- f) In case the bidder is found in breach of any condition(s) of tender or supply order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with MP State Food Craft Institute, REWA.

### **9.3 Right to Re-tender**

- a) The Tender committee would also have the right to withdraw the tender proceedings at any stage without assigning reason and without making any communication in that regard and proceed for fresh tender, if warranted.
- b) In case of termination of contract as prescribed in [(a) above], the institute would have the right to issue fresh tenders immediately.

## **9.4 Amendment in Bidding Documents**

- a) Before the deadline for submission of bids, the MP State Food Craft Institute, Rewa may modify the bidding documents by issuing addenda.
- b) Any addendum thus issued shall be part of the bidding document and shall be communicated in writing by E-mail or telephonically to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax/e-mail to MP State Food Craft Institute, Rewa.
- c) To give prospective bidders a reasonable time in which to take an addendum in to account in preparing their bids, the MP State Food Craft Institute, Rewa shall extend, as necessary, the deadline for submission of bids.

## **9.5 Penalty**

- a) It is mandatory that all ordered equipments to be supplied within stipulated time period (maximum 45 days) on F.O.R. delivery as would be mentioned in the Purchase Order otherwise, L.D. @ 5% will be imposed on monthly basis on total work order amount, after which the work order will stand cancelled, EMD and Bank guarantee will be forfeited, payment of the already supplied items will be withheld and the work order will be issued to the next successful bidder and no excuse of any kind and claim will be entertained.
- b) Without prejudice to the above, in case of any loss suffered, the institute would have the right to recover the entire amount of loss from the contractor.

## **9.6 Forfeiture of goods**

In case of termination of contract the Institute would have the right to forfeit the goods already installed and the works undertaken.

## **10. Time extension**

No time extension shall be permitted under any circumstances. In case however, on a written request of the contractor, time is extended, the same shall not modify any liability of the contractor and such time extension shall not absolve the contractor of his liabilities towards penalty, loss suffered by the institute and shall not affect the rights of the institute to take action under the contract for termination, forfeiture of goods and/or bank guarantee, imposition of penalty etc.

## **11. Dispute Resolution**

In the event of a dispute with regard to or arising out of this contract: -

- a) The contractor shall refer the matter to the Tender committee, MP State Food Craft Institute, Rewa within a period of 07 days from the date on which the dispute has arisen, by giving a letter in writing in this regard.
- b) In case the dispute is not resolved within 30 days from the date of communication, as above, or in case the contractor is dissatisfied with the decision of the Tender committee, then, by taking recourse to Arbitration proceedings under the Arbitration and Conciliation Act, 1996, before a Sole Arbitrator within a period of 60 days from the expiry of the 30 day period referred to above, or from the date of decision of the Regional Manager.
- c) The language of the Arbitration proceedings shall be English.
- d) The Courts at REWA shall have exclusive jurisdiction. The venue for the Arbitration proceedings will be REWA.
- e) The cost of the Arbitration proceedings shall be borne equally by the tenderer.

## Declaration

I.....Son/Daughter/Wife of Shri.....

Proprietor/Principal/authorized signatory of the supplier, mentioned above, I am competent to sign this declaration and execute this tender document. I have carefully read and understood all the terms and conditions of the NIT no **02/FCI/REWA/TENDER/2017 , dated 24/01/2017** And System No 911 and undertake to abide by them. The information/document furnished along with the above application is true and authentic to the best of my knowledge and belief. I/We/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards execution under appropriate law.

Signature of authorized person

Full name:.....

Seal.....

Date:

Place:

### **Checklist for Bidder for Tender Submission**

THE FOLLOWING CHECK-LIST MUST BE FILLED IN AND SUBMITTED WITH THE TECHNICAL BID DOCUMENT IN THE SEQUENCE as per below check list with the below mentioned Annexure Titles and attach documentary proof wherever necessary :

| S.N | DOCUMENTS REQUIRED   | STATUS | REMARK |
|-----|--|--------|--------|
| 1   | Have you submitted tender fees asked for?  | Yes/No | A      |
| 2   | Have you submitted the EMD asked for?  | Yes/No | B      |
| 3   | Have you submitted the bids both technical and financial bid separately in sealed envelope?  | Yes/No | C      |
| 4   | Have you attached total Turnover of last 03 financial year (F.Y. -2013-14, 2014-15 and 2015-16), duly certified by Chartered Accountant?   | Yes/No | D      |
| 5   | Have you certified copy of Income Tax Return for the last three financial years?   | Yes/No | E      |
| 6   | Have you attached minimum three (03) calendar years experience of supply of kitchen equipments of Government Hotel management Institutes (attach at least one work order of any 03 calendar year). | Yes/No | F      |
| 7   | Have you attached Permanent Account Number (PAN No.) of the firm   | Yes/No | G      |
| 8   | Have you attached Registration No. of the Firm?  | Yes/No | H      |
| 9   | Have you attached a copy of the last 03 financial year (F.Y. -2013-14, 2014-15 and 2015-16) audited report of your firm?   | Yes/No | I      |
| 10  | Have you attached proof of manufacturing unit.   | Yes/No | J      |
| 11  | Have you attached copy of Central/State sales tax (VAT) registration?  | Yes/No | K      |
| 12  | Have you attached existing client list for the mentioned products?   | Yes/No | L      |
| 13  | Have you attached product brochure/catalogue or cd?  | Yes/No | M      |
| 14  | Have you signed and attached the priced bid form?  | Yes/No | N      |
| 15  | Have you attached relevant qualification certificate for standards (desirable)?  | Yes/No | O      |
| 16  | Guarantee/warranty of items on letter head duly signed and sealed  | Yes/No | P      |
| 17  | Self signed letter that the bidder is not black listed by Central/State Govt. or PSU.  | Yes/No | Q      |

**BANK GUARANTEE (BANK GUARANTEE)** (on the  
letter head of the Bank)

To,

MP State Food Craft Institute, Rewa.  
Behind R.T.O. Office, Ratahara  
Distt. Rewa – 486001 (M.P.O)

Whereas \_\_\_\_\_ (name and address of bidder) (herein after called "the bidder") has undertaken. In pursuance of contract \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_ to execute \_\_\_\_\_ (name of contract and brief description of supply) (hereinafter called "the contract") and whereas we have agreed to give the bidder such a Bank Guarantee, now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the bidder, up to a total of \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_ (in words) such sum being payable in Indian rupees in which the contract Price is payable, and we undertake to pay you, upon your first written demand. and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in. We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification or the terms of the contract or of the supply to be performed there under or of any of the Contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the contract and denominated in Indian Rupees.

**Technical Bid  
ANNEXURE – A**

**TECHNICAL BID DOCUMENT FOR "ANNUAL RATE CONTRACT FOR SUPPLY OF FOOD PRODUCTION (KITCHEN, BAKERY, DISHWASHING & FREEZING EQUIPMENTS)" AT FCI, REWA.**

|    |  |                                |
|----|--|--------------------------------|
|    | Bid Document Letter Reference No   | <b>02/FCI/REWA/TENDER/2017</b> |
| 01 | Name of Bidder / Authorised Signatory  |                                |
| 02 | Address  |                                |
| 03 | Detail of Documents to be Submitted  |                                |
| a) | Permanent Account no: [(PAN) attach documentary proof]   |                                |
| b) | Three (03) calendar years experience of supply of Food Production (Kitchen, Bakery, Dishwashing & Freezing Equipments), [attach documentary proof]   |                                |
| c) | Registration no: of the firm. [attach documentary proof]   |                                |
| d) | Total turnover of the last 03 Financial Year duly certified by Chartered Accountant. [attach documentary proof i.e. FY' 2013-14, 2014-15, 2015-16] <b>Minimum turn over should be :</b><br>Total turnover of the last 03 Financial Year duly | <b>04 Crore</b>                |
| e) | Certificate of registration of Sale Tax/VAT [attach documentary proof].  |                                |
| f) | Certified copy of Income Tax return (for the last 03 Financial year i.e. FY' 2013-14, 2014-15, 2015-16)<br>* Refer checklist for list of documents.  |                                |
| g) | Certificate of registration of Services Tax or CPF No [attach documentary proof].  |                                |
| h) | Completed one (1) order of amount Rs 10,00,000/- (Ten Lakhs) or two (2) orders of amount Rs 5,00,000/- (Five Lakhs) each of any govt. origination [attach documentary proof]   |                                |

04 Details of Non Refundable Tender Fee Rs 10,000 (Ten Thousand Rupees only) Enclosed please find ref no..... date ..... of Rs 10,000/- (Ten Thousand Rupees only). Issued from (Name of the Bank): .....

05 Details of EMD Rs 3,00,000/- (Three Lakh rupees only). Enclosed please find ref no..... date ..... of Rs 3,00,000/- (Three Lakh Rupees only). Issued from (Name of the Bank): .....

06 The Authorized Dealers/Distributors/Bidders must attach a user or existing client list for the mentioned Food Production (Kitchen, Bakery, Dishwashing & Freezing Equipments).

Telephone No:

Fax No:

Email-id:





