

TENDER

"ANNUAL RATE CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF, FURNITURE & FURNISHING ITEMS" AT FOOD CRAFT INSTITUTE, KHAJURAHO"

FOOD CRAFT INSTITUTE (FCI), KHAJURAHO (M.P.)

Registered under society registration act 1973 (Year 1973, S No. 44) Dated 24.12.2016, bearing society registration no 01/01/01/31801/16

Registered office:

Principal
Food Craft Institute-Khajuraho,
Near Hotel Payal
District - Chhatarpur
Khajuraho - 471606,
Madhya Pradesh, India

"ANNUAL RATE CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF, Restaurant Light (हलके) Equipment/ Items" AT FOOD CRAFT INSTITUTE, KHAJURAHO "

NIT No : 0007/FCI/KHAJURAHO/TENDER/2019 and System No. 007 Dated - 17.06.2019

Bids are invited from reputed Manufacturers and Authorized Dealers for supply, installation and maintenance of Restaurant Light (हलके) Equipment/ Items at FCI, Khajuraho. Terms and condition can be download from website www.fcikhj.mp.gov.in

For additional information, please contact Mr. Shambhu Nath Gautam, Principal, Food Craft Institute, Khajuraho Mob No – 9414355109, 9993861664 or e-mail at principal.fcikhj@mp.gov.in & principalfcikhajuraho@gmail.com

Last date & Time for Online Tender Purchase is 08/07/2019 at 05:00 PM

Principal/Secretary,
Food Craft Institute Khajuraho

FOOD CRAFT INSTITUTE, KHAJURAHO
(Dept. of Tourism, Govt. of M.P.)

NIT NO. 0007/FCI/KHAJURAHO/TENDER/2019
SYSTEM NO. 007

ISSUE DATE: 17/06/2019

TENDER NO: 0007/FCI/KHAJURAHO/TENDER/2019

SCOPE: "ANNUAL RATE CONTRACT FOR SUPPLY AND INSTALLATION OF, RESTAURANT LIGHT (हलके) EQUIPMENTS/ ITEMS"

Scope of Work	Food Craft Institute (FCI), Khajuraho intends to invite sealed tender for supply and installation of Restaurant Light (हलके) Equipments/items as per group mentioned below: -
Tender Fee (Non-Refundable)	Rs. 3,000/- Online
Earnest Money Deposit	Rs. 20,000 /- Online (Refundable)
Date of Issuing Tender	17/06/2019
Pre Bid Meeting	29/06/2019 at 11:30 A.M. will be held at Khajuraho
Tender Purchase Last Date	08/07/2019 05:00 PM
Online EMD and Bid submission Last date	08/07/2019 at 05:00 PM
Manual Document Submission Last Date	08/07/2019 at 05:00 PM at Khajuraho
Date & Time of Opening	1. Technical Bid: 09/07/2019 at 10:00 AM will be held at Khajuraho 2. Financial Bid: 09/07/2019 at 04:00 PM will be held at Khajuraho
Place of submitting Tender	Principal - Food Craft Institute, Khajuraho Near Hotel Payal District - Chhatarpur Madhya Pradesh - 471606 Mob : 9993861664, 9414355109
Supply Address/Location	Principal Food Craft Institute-Khajuraho, Near Hotel Payal District - Chhatarpur Khajuraho - 471606, Madhya Pradesh, India
Period of Start of Work	Immediate after release of work order.
Time limit for Work completion	Maximum 45 days after obtaining Work order
Period of Rate Contract	12 Months from obtaining 1st work order.
Defects liability period	24 months after completion & installation of work
Penalty rate	L.D. 5% of the billing amount per month of work order value
Bid Validity Duration	90 Days from the date of Opening of financial bid.

1. Introduction

FOOD CRAFT INSTITUTE, KHAJURAHO 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 located near Hotel Payal, Khajuraho, District – Chhatarpur, KHAJURAHO- 471606, Madhya Pradesh, India. The Khajuraho Railway Station is 8 kms from the Institute.

2. Scope of Work

Food Craft Institute (FCI), Khajuraho intends to invites sealed tender for supply and installation of Restaurant Light (हलके) Equipments/Items.

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 Restaurant Light Items to Government Organization 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 Organization 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, GST 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) The bidder should have completed one (1) order of amount Rs 1,00,000/- (One Lakh) or two (2) orders of amount Rs 50,000/- (Fifty Thousand) each of any govt. organization.
- e) Audited report of the bidder for last three financial years (FY' 2016-17, 2017-18, 2018-19) and average annual turnover of the bidder should be submitted with the tender. **An average turnover of Rs. 15 Lakhs for the last three financial years duly signed by Chartered accountant is mandatory.**
- f) 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) One Sample of the all items (unpolished) shall be provided by the successful bidder after the opening of the financial bids and before the award of work for verification to MP State Food Craft Institute, Khajuraho (committee) and sample of all items (polished) before delivery for approval by authority. Remaining items supplied later must match such approved samples. The sample will be paid if the contract is awarded to the party or it will be returned if it is not approved by designated committee.
- b) Organisations shall submit their tender with complete specifications and required information as per the Financial Bid. Organisations 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. mentioned in the contract, the latest Indian standard Code for material

- 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 RESTAURANT 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) Layout Plan of the room interior necessarily/must to be submitted with the Guest room furnishing items.

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, FOOD CRAFT INSTITUTE, KHAJURAHO 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.

Bank Details for Online EMD & Tender Fees-

Name of Account Holder: FOOD CRAFT INSTITUTE KHAJURAHO
Account Number: 1186101018039
Type of Account: Saving Account
Name of Bank: CANARA BANK
Branch Address: NEAR BUS STAND, KHAJURAHO , DIST CHHATARPUR (M P) - 471606
State: MADHYA PRADESH Branch: KHAJURAHO
Contact: 07686-274070
IFSC Code: CNRB0001186 (used for RTGS, IMPS and NEFT transactions)
MICR Code: 470015999

4. Bidding Procedure

4.1 Instructions to Bidders

- a) Tender two envelope (Technical Bid & Financial Bid) are invited for Restaurant Light items from manufactures & their authorized dealers
- b) Tender Fee: Rs. 3,000/- (Rs. Three Thousand only) non-refundable
Complete set of tender document can be downloaded by the interested parties from website www.fcikhj.mp.gov.in
- c) Manually document (Technical document and Online EMD submission receipt) submission last date 08/07/2019 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, 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 Food Craft Institute, Khajuraho, the bids will be received up to the specified time on the next working day.
- b) The Principal, Food Craft Institute, Khajuraho may extend the deadline for submission of bids by issuing an amendment. In that case all the rights and obligations of the Food Craft

Institute, Khajuraho 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 "Restaurant Light (हलके) Equipment/Items" at FCI, Khajuraho.
- b) **Annexure – B:** Rate schedule or list for best quality supply of "Restaurant Light (हलके) Equipment/Items" 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., GST/ 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 90 days from the notified last date of tender submission

5. Time and mode for execution

5.1 Bid Opening

- a) The Tender committee, FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO the bids will be opened at the appointed time and location on the next working day.
- b) 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 Food Craft Institute, Khajuraho may consider appropriate, will be announced by the Principal, FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO may consider appropriate will be announced by the FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO and the successful bidder. It will be signed by the Principal, FOOD CRAFT INSTITUTE, KHAJURAHO and the successful bidder after the bank guarantee is furnished.
- d) Upon the furnishing by the successful bidder of the bank guarantee, the FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO 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, Food Craft Institute, Khajuraho, 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 FOOD CRAFT INSTITUTE, KHAJURAHO to issue a certificate of completion of the Supply, and the FOOD CRAFT INSTITUTE, KHAJURAHO 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) FOOD CRAFT INSTITUTE, KHAJURAHO 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 Food Craft Institute, Khajuraho, within 7 days of the Food Craft Institute, Khajuraho notice, the Principal, FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO processing of bids or award decisions may result in the rejection of his bid.

7.2 Contacting the Food Craft Institute, KHAJURAHO

- a) No Bidder shall contact the Principal and tender committee member or any staff of FOOD CRAFT INSTITUTE, KHAJURAHO 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 FOOD CRAFT INSTITUTE, KHAJURAHO 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 Food Craft Institute, KHAJURAHO.

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 Food Craft Institute, Khajuraho 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 Food Craft Institute, Khajuraho.
- c) To give prospective bidders a reasonable time in which to take an addendum in to account in preparing their bids, the Food Craft Institute, Khajuraho 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, Food Craft Institute, Khajuraho 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 KHAJURAHO shall have exclusive jurisdiction. The venue for the Arbitration proceedings will be KHAJURAHO.
- e) The cost of the Arbitration proceedings shall be borne equally by the tenderer.

Checklist for Bid/Tender Submission

S. No.	Documents Required	Status Please Tick	Annexure Titles
1	Have you uploaded/submitted online the bids both technical and financial bid?	Yes/No	"A"&"B"
2	Have you uploaded/submitted online self signed letter that the bidder is not black listed by central /state Govt. or PSU?	Yes/No	"C"
3	Have you uploaded/submitted online the Authorized Signatory Declaration?	Yes/No	"D"
4	Have you submitted tender fees asked for?	Yes/No	"E"
5	Have you submitted the EMD asked for?	Yes/No	"G"
6	Have you uploaded / submitted online Guarantee /Warrantee of items on letter head duly signed and sealed	Yes/No	
7	Have you uploaded / submitted online Total Turnover of last 03 financial year (F.Y.-2016-17, 2017-18, 2018-19),duly certified by Chartered Accountant. Minimum turnover of last 3 financial year should be – 15 Lakhs	Yes/No	
8	Have You uploaded / submitted online a copy of the last 03 financial year (F.Y.-2016-17, 2017-18, 2018-19) Audited Report of the firm	Yes/No	
9	Have You uploaded / submitted online certified copy of Income Tax Return for the last three financial years (F.Y.-2016-17, 2017-18, 2018-19)?	Yes/No	
10	Have You uploaded / submitted online Permanent Account Number(PAN No.) of the firm	Yes/No	
11	Have You uploaded / submitted online Registration No. of the Firm?	Yes/No	
12	Have You uploaded / submitted online minimum three(03) calendar years experience of supply of "Restaurant Light (हलके) Equipment/Items" in Govt./Private/Educational Institute /Office/Hospitality Organization (attach one work order from each of any 03 calendar year)	Yes/No	
13	Have You uploaded / submitted online proof of Manufacturing unit/ Authorized Dealership/General Order	Yes/No	
14	Have You uploaded / submitted online proof of copy of Central /State sales tax (VAT/GST) registration?	Yes/No	
15	Have You uploaded / submitted online existing client list for the mentioned products?	Yes/No	
16	Have You uploaded / submitted online product brochure/catalogue (pdf/image file	Yes/No	
17	Have You Signed and uploaded / submitted online the priced bid form?	Yes/No	
18	Have You uploaded / submitted online relevant qualification certificate for Quality/Standards?	Yes/No	
19	Have You uploaded / submitted online Certificate of registration of Services Tax or CPF No [attach documentary proof]	Yes/No	
20	Have You uploaded / submitted online ,one (1) order of amount Rs. 1,00,000/-(One Lakh)or two (2) orders of amount Rs. 50,000/-(Fifty thousand) each of any Govt./Private/Educational Institute /Office/Hospitality Organization [attach documentary proof]	Yes/No	

ANNEXURE – A
Technical Bid
TECHNICAL BID DOCUMENT FOR "ANNUAL RATE CONTRACT FOR SUPPLY
FURNITURE & FURNISHING ITEMS" AT FCI, KHAJURAHO.
(On company letter head)

1	Bid Document Letter Reference No	0007/FCI/KHAJURAHO/TENDER/2019
2	Name of Bidder/Authorized Signatory	
3	Company Name & Address:	
4	Date	

4. Detail of Documents to be submitted

S. No.	DOCUMENTS REQUIRED	Annexure TITLES	SIGNATURE
1	Have you uploaded/submitted online the bids both technical and financial bid?	"A"&"B"	
2	Have you uploaded/submitted online self signed letter that the bidder is not black listed by central /state Govt. or PSU?	"C"	
3	Have you uploaded/submitted online the Authorized Signatory Declaration?	"D"	
4	Have you submitted tender fees asked for?	"E"	
5	Have you submitted the EMD asked for?	"G"	
6	Have you uploaded / submitted online Guarantee /Warrantee of items on letter head duly signed and sealed		
7	Have you uploaded / submitted online Total Turnover of last 03 financial year (F.Y.-2016-17, 2017-18, 2018-19),duly certified by Chartered Accountant		
8	Have You uploaded / submitted online a copy of the last 03 financial year (F.Y.-2016-17, 2017-18, 2018-19) Audited Report of the firm		
9	Have You uploaded / submitted online certified copy of Income Tax Return for the last three financial years?		
10	Have You uploaded / submitted online Permanent Account Number(PAN No.) of the firm		
11	Have You uploaded / submitted online Registration No. of the Firm?		
12	Have You uploaded / submitted online minimum three(03) calendar years experience of supply of "Restaurant Light (हलके) Equipment/Items" in Govt./Private/Educational Institute /Office/Hospitality Organization (attach one work order from each of any 03 calendar year)		
13	Have You uploaded / submitted online proof of Manufacturing unit/ Authorized Dealership/General Order		

14	Have You uploaded / submitted online proof of copy of Central /State sales tax (VAT/GST) registration?		
15	Have You uploaded / submitted online existing client list for the mentioned products? The Authorized Dealers/Distributors/Bidders must attach a user or existing client list for the mentioned FURNITURE & FURNISHING ITEMS.		
16	Have You uploaded / submitted online product brochure/catalogue (pdf/image file		
17	Have You Signed and uploaded / submitted online the priced bid form?		
18	Have You uploaded / submitted online relevant qualification certificate for Quality/Standards?		
19	Have You uploaded / submitted online Certificate of registration of Services Tax or CPF No [attach documentary proof]		
20	Have You uploaded / submitted online ,one (1) order of amount Rs. 1,00,000/- (One Lakh) or two (2) orders of amount Rs. 50,000/- (Fifty thousand) each of any Govt./Private/Educational Institute /Office/Hospitality Organization [attach documentary proof]		

SIGNATURE	SEAL
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Annexure - C

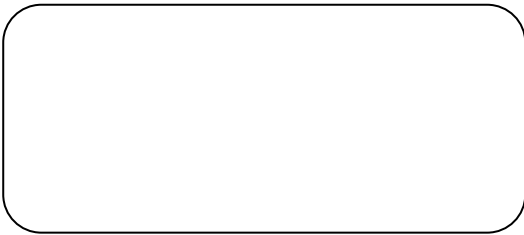
Declaration against being Black Listed

(On the letter head of the bidder)

We hereby declare that, we /our firm has not been "**Black Listed**" by Central / State Govt. and / or PSU.

Authorized Signatory

Seal



Annexure – E

Declaration Tender Fees & EMD

(On the letter head of the bidder)

We fully agree with the terms & conditions mentioned in the **Tender Document No: 0007/FCI/KHAJURAH0/TENDER/2019, dated 17/06/2019**

Enclosed Tender Fees - Ref No. dated of Rs 3,000/- (Rs Three Thousand Rupees only) issued from (Name & Branch of the Bank)

.....
UTR / Transaction No. (Online deposit)

Enclosed EMD - Ref No. dated of Rs 20,000./- (Rs Twenty thousand only) issued from (Name & Branch of of the Bank)

.....
.....
UTR / Transaction No. (Online deposit)

Signature of authorized person

Full name:.....

Seal

Date:

Address:

.....
.....
.....



Bank Details for Online EMD & Tender Fees is given on Page No – 4.

Annexure – F

BANK GUARANTEE (BANK GUARANTEE)

(On the letter head of the Bank)

To,
Food Craft Institute-Khajuraho,
Near Hotel Payal
District - Chhatarpur
Khajuraho - 471606,
Madhya Pradesh, India

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.

Annexure - G

(On the letter head of the bidder)

Two Year Guarantee / Warranty

(On the letter head of the Bidder)

This is to certify, that we offer for 24months Guarantee / Warranty from the date of installation of all products / equipments supplied and installed for the Tender No: 0007/FCI/KHAJURAH0/TENDER/2019, dated 17/06/2019 & System No 007 to Food Craft Institute, Khajuraho.

We confirm to carry four free on the site service.

Signature of authorized person

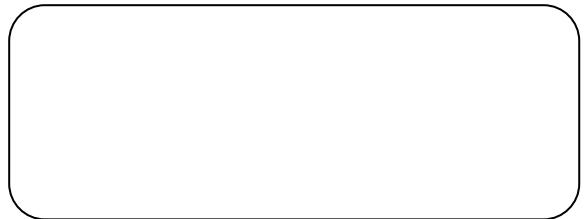
Full name:.....

Date:

Place:

.....

Seal



Annexure - H
Certificate of Completion / Installation
(On the letter head of the purchaser)

This is to certify, that the Supply and Installation of all the RESTAURANT LIGHT (हलके) EQUIPMENTS/ ITEMS have been satisfactorily completed. All the RESTAURANT LIGHT (हलके) EQUIPMENTS/ ITEMS are in working condition. Details of the work order / purchase order is as under

Scope of Work	FOOD CRAFT INSTITUTE, KHAJURAHO invites sealed tenders for annual rate contract for supply of "RESTAURANT LIGHT (हलके) EQUIPMENTS/ ITEMS "at Food Craft Institute, Khajuraho. Terms & conditions of tender document given below: -
Tender Number	0007/FCI/KHAJURAHO/TENDER/2019
Earnest Money Deposit	Rs. 20,000 /- Online
Date of Issuing Tender	17/06/2019
Date & Time of Opening	1. Technical Bid: 09/07/2019 at 10:00 AM 2. Financial Bid: 09/07/2019 at 04:00 PM
Place of submitting Tender	Principal - Food Craft Institute, Khajuraho Near Hotel Payal District - Chhatarpur Madhya Pradesh - 471606 Mob : 9993861664, 9414355109
Supply Address/Location	Principal Food Craft Institute-Khajuraho, Near Hotel Payal District - Chhatarpur Khajuraho - 471606, Madhya Pradesh, India
Purchase Order No	
Value of Purchase Order	
Value of Work Executed	
Completion Supply	Yes & Satisfactory at FCI Khajuraho Institute.
Completion Installation	Yes & Satisfactory at FCI Khajuraho Institute.
Time Limit for Work	45 days after obtaining Work / Purchase Order
Period of Rate Contract	12 Months from obtaining 1st work order.
Defects liability period	24 months after completion & installation of work.
Penalty rate if any	
Remark	

Signature of authorized person

Seal

Full name:.....

Date:

Place:

.....

Annexure - I:

Agreement Performa (On the letter head of the bidder)

To
The Principal
Food Craft Institute Khajuraho,
Near Hotel Payal, District - Chhatarpur
Khajuraho - 471606, Madhya Pradesh, India

Dear Sir,

With reference to your Tender Number- NIT NO. 0007/FCI/KHAJURAHO/TENDER/2019 SYSTEM NO. 007 dated 17/06/2019 (Letter of Acceptance - LOA) for ANNUAL RATE CONTRACT FOR SUPPLY AND INSTALLATION OF RESTAURANT LIGHT (हलके) EQUIPMENTS/ ITEMS.

We are executing this agreement for proper supply, Installation & Maintenance of FURNITURE & FURNISHING ITEMS and satisfaction working of the equipment covered under Guarantee / Warranty for 24 Months from the date of Installation and as per enclosed bid terms & conditions.

All equipment and accessories will be exactly to the specification mentioned in our tender document. The tender document shall be the part of this agreement. The Food Craft Institute, Rewa may forfeit the EMD / Bank Guarantee, if we are found providing any false information of if we fail to supply, install or / and maintain as above, and no further communication in this respect shall be entertained.

We herewith accept all the terms & conditions of the tender and understand that the decision of the Principal / Tender Committee of Food Craft Institute, Khajuraho shall be final and acceptable to us.

For: Seal & Signature of Bidder

For: Principal - Food Craft Institute, Khajuraho

On 500 Rs Stamp Paper

**Agreement for Supply, Installation and Maintenance of
FURNITURE & FURNISHING ITEMS at FCI, Khajuraho**

This agreement is executed on..... date, Day..... with

**Food Craft Institute Khajuraho,
Near Hotel Payal, District - Chhatarpur
Khajuraho - 471606, Madhya Pradesh, India**

Vs

Bidder Name and Address

For: Seal & Signature of Bidder

For: Principal - Food Craft Institute, Khajuraho

**RESTAURANT LIGHT
EQUIPMENT/ITEMS**

FINANCIAL BID - ANNEXURE B

S.No.	Item	Specifications	QTY	Make / Brand / Model	Per Unit Price	Taxes	Total / Unit	Other if any	Net Amount
			A	D	B	C	D (B+C)	E	F=(AxD)+E
1	Small knife/fork	Stainless steel	48						
2	Large knife	Stainless steel	48						
3	Fish knife/fork	Stainless steel	24						
4	Large fork	Stainless steel	48						
5	Service spoon/fork	Stainless steel	24						
6	Dessert spoon	Stainless steel	48						
7	Dessert Fork	Stainless steel	48						
8	Soup Spoons	Stainless steel	48						
9	Small Fork	Stainless steel	48						
10	Butter Knife	Stainless steel	12						
11	Tea spoons	Stainless steel	60						
12	Coffee spoons	Stainless steel	48						

13	Ice cream spoons	Stainless steel	48						
14	Fruit Knife	Stainless steel	24						
15	Fruit Fork	Stainless steel	24						
16	Pastry Fork	Stainless steel	24						
17	Steak Knife	Stainless steel	12						
18	Pastry Tong	Stainless steel	12						
19	Gateaux slicer	Stainless steel	6						
20	B&B Knife	Stainless steel	24						
21	Large plate (full plates) 10"	Bone china	120						
22	Half plate 9"	Bone china	120						
23	Quarter plate 7"	Bone china	120						
24	Soup bowls with saucer	Bone china	120						
25	Show Plates	Bone china	48						
26	Tea cups/saucers	Bone china	12 dozen						
27	Demitasse/saucers	Bone china	12 dozen						

28	Ash trays	Stainless steel	16						
29	Budvases	Bone china	16						
30	Cruet sets	Bone china	16						
31	Chutney bowls	Stainless steel	36						
32	Salad Dishes	Bone china	24						
33	Water jugs	Stainless steel	12						
34	Tea pot (2 portions)	Stainless steel	2						
35	Tea pot (4 portions)	Stainless steel	2						
36	Milk pot (2 portions)	Stainless steel	2						
37	Coffee pot (2 portions)	Stainless steel	2						
38	Coffee pot (4 portions)	Stainless steel	2						
39	Creamer	Stainless steel	4						
40	Ice cream cups	Stainless steel	60						
41	Finger bowls	Stainless steel	60						
42	Menu stands	Stainless steel	12						

43	Tent card holder	Stainless steel	12						
44	Sauce boat with ladles (small)	Stainless steel	12						
45	Sauce boat with ladles (large)	Stainless steel	12						
46	Tea strainer slop basin	Stainless steel	6						
47	Candle holder	Stainless steel	12						
48	Straw holder	Stainless steel	12						
49	Toothpick holder	Stainless steel	12						
50	Entrée dishes with lid (2 portions) single compartment	Stainless steel	12						
51	Entrée dishes with lid (4 portions) single compartment	Stainless steel	12						
52	Entrée dishes with lid (6 portions) single compartment	Stainless steel	12						
53	Entrée dishes with lid (4 portions) double compartment	Stainless steel	12						
54	Platter oval (2 portions)	Stainless steel	12						
55	Platter oval (4 portions)	Stainless steel	6						
56	Platter oval (6 portions)	Stainless steel	6						
57	Platter round (small)	Stainless steel	6						

58	Platter round (medium)	Stainless steel	6						
59	Ice bucket with tongs	Stainless steel	6						
60	Chill cups	Milton	6						
61	High ball	Glass	120						
62	Water goblets	Glass	120						
63	Pony tumbler	Glass	120						
64	Glass bowls	Glass	12						
65	Decanter	Glass	12						
66	Coffee carafe	Glass	6						
67	Fancy glasses	Glass	6						
68	Parfait glasses	Glass	12						
69	Flambé trolley	Glass	1						
70			1						
71	Large restaurant trays (S.S.)	Plastic	12						
72	Restaurant trays (S.S.) medium	Plastic	12						
73	Restaurant trays (S.S.) small	Plastic	12						
74	Beverage round (S.S.) medium	Plastic	12						
75	Beverage round (S.S.) small	Plastic	12						
76	Bread baskets	Plastic	24						
77	Plate covers	Stainless steel	12						
78	Mirrors buffet displays		6						
79	Brandy ballons 23-28 CL	Glass	6						
80	Champagne flute 18-23 CL	Glass	6						
81	Champagne saucer 18-23 CL	Glass	6						
82	Tom Collins 25 CL	Glass	12						
83	Beer mugs & tankard 25, 50 CL	Glass	6						
84	White wine glasses 14 CL	Glass	6						

85	Red wine glasses 14-18 CL	Glass	6						
86	Cocktail glass 14-18 CL	Glass	12						
87	Liqueur glass 4,7 CL	Glass	12						
88	Old fashioned glass	Glass	12						
89	On the rocks flass	Glass	12						
90	Martini glass	Glass	12						
91	Wine carafe	Glass	6						
92	Water carafe	Glass	6						
93	Roly-poly	Glass	24						
94	Sherry glass 4,7 CL	Glass	6						
95	Port glass	Glass	6						
96	Hock glass	Glass	6						
97	Mosselle glass	Glass	6						
98	Pool gloves	Rubber	12						
	Total of Serial - 1 to 98								
	Total in Words								

Terms and Conditions

The bidder shall quote only one price for each item

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.

The prices quoted by the bidder shall remain fixed during the entire period of contract

A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected

DISCOUNTS, if any, offered by the bidders, are to be specifically indicated in the price schedule

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 6.2 (c).

The prices/rates quoted in total should be indicated in words as well as in figures

The offer shall be firm in Indian Rupees only.

Images are illustrative and actual shape may vary.

Brand or Model is to be specifically mentioned in the relevant