



NATIONAL CO-OPRATIVE CONSUMERRS' FEDERATION OF INDIA LTD, PATNA BRANCH OFFICE

E-TENDER NOTICE

Sub.: E-Tender Enquiry for Procurement of set of Kitchen Devices for Schools in Bihar state

NCCF, Patna branch intends to participate in the e-Tender floated by Directorate of Mid Day Meal, Education Department, **Government of Bihar** for Procurement of set of Kitchen Devices for Schools in Bihar state. (NIT enclosed)

Enlisted, sound and well experienced Supplier(s) of NCCF are requested to contact with NCCF, Patna Branch immediately alongwith Credential / Work Completion Certificate of such supply for execution of the work on behalf of NCCF within 03/03/2022 (upto 12.00 pm) enabling us to submit the same within stipulated period.

- Rate is to be quoted for the items INCLUSIVE ALL.
- Cost of Tender Documents Rs. 50,000/- (Non refundable), Tender Processing Fee – Rs. 5,900/- (Non refundable) and EMD of Rs. 2,18,10,200/- are to be submitted by way of RTGS/ NEFT in favour of NCCF OF INDIA LTD., PATNA BRANCH
- Selection of Supplier will be made on the basis of Maximum Margin offered for NCCF and lowest rate quoted.
- Other terms and conditions are as per terms of NIT.
- NCCF, Patna may accept/ reject the offer without any reason whatsoever.

for Branch Manager NCCF: PATNA BR.

Encl.: NIT of the E-Tender.

Government of Bihar Directorate of Mid Day Meal, Education Department

| E-mail ID: mdmsbihar@gmail.com | Phone no. 0612-2231005 |
|--------------------------------|------------------------|
| No | Date: |

e-Tender Notice

Directorate of Mid Day Meal, Bihar (Also, now known as PM POSHAN DIRECTORATE) invites proposals from reputed and experienced manufacturer/companies to participate in online competitive bidding process of e-tender "For Procurement of set of Kitchen Devices for Schools in Bihar state".

1. Work Detail's

| SI.NO. | scope of Work | Cost of Tender Document (in Rupees, Non Refundable) to be paid through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card (in Rupees) | Tender Processing Fee (Non-Refundable) Inclusive of GST@18.00% to be paid through e-payment mode (i.e NEFT/RTGS/Credit Card/Debit Card (in Rupees) | Earnest Money Deposit(in Rupees) |
|--------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Selection of Contractor for procurrement Kitchen Device for 62,784 Schools under Mid Day Meal Scheme, Bihar | Rs. 50000-/ | Rs.5900 | 2,18,10,200-/ |

2. e-Tender Schedule/Programs:-

| SI.NO. | Activity | Date/Time |
|--------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1 | Online Sale/Download date of Tender Documents. | From 14.02.2022 to 7.03.2022 upto 17.00 Hrs. IST |
| 2 | Pre-bid meeting. | On 25.02.2022 In the office of Director Mid Day Meal, Bihar, Patna at 15.00 Hrs. IST |
| 3 | Last Date for submission of Bid (Online only) | 07.03.2022 at 17.00 Hrs. IST |
| 4 | Date/ Time for opening of Technical Bid. | 08.03.2022 at 15.00 Hrs. IST in office of Director, Mid Day Meal, Bihar, Patna. |
| 5 | Financial Bid Opening Date and Time | To be informed |
| 6 | Contact Person For Queries: Dy. Director, Mid Day Meal Directorate, Budh Marg, Patna Mob No – 9264428902 | |

GOVERNMENT OF BIHAR EDUCATION DEPARTMENT, MID-DAY MEAL SCHEME NOTICE INVITING TENDER (NIT)

| NIT No. | |
|---------|--|
|---------|--|

INTRODUCTION / BACKGROUND:

In order to avoid classroom hunger, increase school enrolment, increase school attendance and to address malnutrition, the Mid Day Meal Scheme (Now known as PM POSHAN YOGNA) is being implemented in the State for the children of classes I to VIII. In the State of Bihar nearly 118.20 lakh students of classes I to VIII in state are being served under Mid Day Meal Scheme.

As per norms, Kitchen Devices under Mid Day Meal is to be provided to all Govt. schools i.e., Primary & Upper Primary . The Kitchen Devices are to be supplied to 62,784 School's in 38 Districts.

PROCEDURE:

- 1. The complete e-tender document can be viewed / downloaded from Bihar (Beltron) e-procurement portal www.eproc2.bihar.gov.in from 14.02.2022 to 07.03.2022 (up to 17.00 Hrs. IST) and bidding shall be submitted online only at www.eproc2.bihar.gov.in by the prospective bidders. Bids submitted through any other mode i.e. including paper form shall not be entertained at any cost.
- 2. It is mandatory for all the participant Bidders have to pay a Non- refundable Application fee of Rs.50000/- (Rupees Fifty thousand Thousand only) to the Tender Inviting Authority towards cost of the Tender though online mode only.
- 3. The Bidder shall deposit an EMD / Bid Security of 2 % of Estimated Contract Value (ECV) in accordance with the terms of this BID. The Bidder has to pay the EMD/Bid Security though online mode only of Rs. 2,18,10,200/- (Two crore eighteen lakh ten thousand and two hundred only).
- 4. <u>Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.</u>

DISCLAIMER:

The information contained in the tender provided to bidders(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions subject to which such information is provided.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise how so ever caused arising from reliance of any Bidder upon the statements contained in this bid.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender.

The issue of this in this tender does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its tender.

All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

SECTION -I

INVITATION FOR PROCURREMENT OF KITCHEN DEVICES FOR 62784 SCHOOLS IN 38 DISTRICT OF BIHARS FOR THE YEAR 2021-22

The Director, Mid Day Meal hereby invites tender from the eligible bidders for Procurrement of **Kitchen Devices** for all schools in 38 Districts as per specifications under PM poshan (Mid Day Meal) Scheme through e-Procurement portal **www.eproc2.bihar.gov.in**.

As a part of the same it is decided for Procurement of the following Kitchen Devices to all schools 38 Districts.

| SI. | ltem | Approx Weight (In Kgs) | Approx Cooking Capacity (Kgs)/Ltr | Size |
|-----|--------------------------------------------------------|------------------------------|------------------------------------------|-------------------------------------------|
| 1 | Buckets (Steel) for Serving | 0.5 | 12 Ltrs | 12 |
| 2 | Steel Kalchul | 0.100 | General | As per specificationin Annexture-XI |
| 3 | Steel Spoon for serving Rice | 0.095 | General | As per specificationin Annexture-XI |
| 4 | Long Stainless steel Spoon for serving Dal & Vegetable | 0.12 | General | 7 |
| 5 | Steel Basins for serving (Kathara) | 0.51 | 5 Ltr | 20 |
| 6 | Steel Buckets for Water purpose | 2.4 | 18 Ltr | 18 |
| 7 | Steel Water Jugs | 0.36 | 1.5 Ltr | 12 |
| 8 | Rice Cooking Vessel Dhabara (Steel)- Size -26 | 5.8 | 10 Ltr | 26 |
| 9 | Rice Cooking Vessel Dhabara (Steel)- Size -30 | 8.05 | 20 Ltr | 30 |
| 10 | Rice Cooking Vessel Dhabara (Steel)- Size -34 | 9.25 | 30 Ltr | 34 |
| 11 | Rice Cooking Vessel Dhabara (Steel)- Size -46 | 23 | 80 Ltr | 46 |
| 12 | Rice filter vessel | 0.335 | General | 24 |
| 13 | Cholani big size for cooking | 0.325 | General | As per specificationin Annexture-XI |

1. Scope of work:

Procurement of the following Kitchen Devices to all schools in ALL 38 Districts.

- 1.1 Kitchen Devices will be supplied to 62,784 schools in the state and the estimated cost of the work the "Estimated Contract Value is Rs. 10905.10 lakh (Rupees One hundred nine crore five lakhs ten thousand only).
- 1.2 The Authority represented by Director, Mid Day Meal shall receive Bids pursuantto and in accordance with the terms set forth in this tender document and other documents (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms and conditions on or before the tender due date specified in tender document for submission of Bids (the "Bid Due Date") with proper understanding of the bid documents, the language and the intent.
- 1.3 The statements and explanations contained in this tender document are intended to and for better understanding of the Bidders about the subject matter of this bid and should not be construed or interpreted as limiting in any way or manner the scope of work and the Authority's rights to amend, alter, change, supplement or clarify the scope of work cannot be questioned or challenged. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including in this bid are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

Section-2

2. Brief description of e-Bidding Process:

2.1 The Bidders are requested to register on the e-procurement process, the bidder shall get themselves registered with service provider(BELTRON,BIhar) so that user ID, Password and Digital Signature are issued to them. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in e-tender. For this intending bidder may contact e-Procurement Helpdesk at RJ Complex, 2nd floor, Canara Bank Campus, Khajpura, Ashiana Road, Patna-800014.

- 2.2 The Bidders shall submit their eligibility and qualification details for the Bid in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificates/ documents in the e-Procurement website.
- 2.3 The Bidder shall sign on every statement, documents, certificates, uploaded by him/ her, owning responsibility for their correctness/ authenticity. The Bidder shall submit the hard copies of all required documents at the time of Technical evaluation.
- 2.4 It is mandatory for all the participant Bidders have to pay a Non- refundable Document Application fee of Rs.50000/- (Rupees Fifty thousand only) to the Tender Inviting Authority towards cost of the Tender through Online mode only. Copy of which should uploaded.
- 2.5 Eligibility and qualification of the Bidder will be first examined based on the details submitted in (Technical Bid) with reference to the criteria prescribed in this tender document. The Financial Bid in ^{2nd} stage shall be opened only of those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per in this tender.
- 2.6 Interested bidders (the "Bidders") are to submit their Bidding in accordance with the terms specified in this Tender Document. The Bid shall be valid for a period of 90 days from the Bid due date.
- 2.7 The list of Documents required for the participation in tender work by the bidders are to be enclosed to the aforesaid tender Document and any addenda issued subsequent to this Tender Document, will be deemed to form part of the Tender Documents.
- 2.8 A Bidder is required to deposit, along with their Bid, a Bid Security or EMD of 02 % of Estimated Contract Value (i.e Rs.2,18,10,200) refundable not later than 150 (One Hundred and Fifty) days from the Bid Due Date, except in the case of the Selected Bidder, whose Bid Security shall be retained till they have provided a Performance Security under the Agreement. Copy of which should uploaded and hard copy should be submitted to tender inviting authority before due date of

submission. EMD is exempted for OEMs having requisite eligibility criteria as mentioned elsewhere with valid MSME certificate from competent authorities.

- 2.9 During or before participating and uploading the bids during the Bid Stage, Bidders are advised to understand the scope and technical details of the work in greater detail, and to carry out, at their cost, such studies as may be required in submitting their respective Bids for award of the contract including execution and implementation of the Project.
- 2.10 Bids would be evaluated on the basis of the lowest assessed Bid Price. The "Bid Price" for one unit or number of units as the case may be for the given specifications is the sole criteria for evaluation of bids. The work will be awarded to the Bidder based on the lowest assessed Bid Price. In this tender document, the term "Lowest Bidder" shall mean the Bidder who's assessed Bid Price is the lowest.
- 2.11 In view of the volume & time lines, the "Bihar Rajya Madhyan Bhojan Yojna Samiti" at its discretion can invite L2, L3 or L4 etc. in sequence to match the price of L1 and to issue orders.
- 2.12 Other details of the process to be followed under the e-bidding process and the terms there of are spelt out in this Tender Document.
- 2.13 No alteration is to be made by the bidder in bill of quantities / schedule of quantities, given specifications of Kitchen Devices, its standards and dimensions fixed of this tender document and also the terms & conditions of Tender document, specifications, or quantities accompanying the same will be recognized and if any such alterations are made the bidder before, during or after at any time including after issue of Letter of Award etc. will summarily be rejected and conditional bid shall deemed to be rejected.
- 2.14 Late Bids: The website will not accept any bid after the last dates for submission of bids. The Tender Inviting Authority will not accept any hard copy of the bid by the Bidder for the reason that the Bidder was not able to submit the bid through website due to any technical problems in the website.

SECTION-3

INSTRUCTIONS TO BIDDERS

3. General terms of Bidding:

- 3.1 No Bidder shall be permitted to submit more than one Bid for the same work/ same NIT number.
- 3.2 (a) Any alterations in Specifications suggest/recommend need to be complied with before concluding the agreement. The Directorate, Mid Day Meal reserves the right to suggest/recommend any alterations in specification without increasing Estimate Cost.
 - (b) It is the responsibility of the bidder to test the quality, technical specifications of the Kitchen Devices before supply to the designated locations.
- 3.3 The specifications, dimensions and conditions once fixed by authority shall not be allowed to be changed or deviated by the bidder and the bidder has to scrupulously follow them.
- 3.4 Notwithstanding anything to the contrary contained in this BID, that any conditions or obligations imposed on the Bidder here under shall continue to have effect.
- 3.5 The Bidder shall furnish in the format exactly for Technical Bid and for financial bid through online in e-procurement portal. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees and shall be signed by the bidder or the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account and no argument /reason and claimwhat so ever shall be entertained.
- 3.6 The Bidder shall deposit an EMD / Bid Security of 2 % of Estimated Contract Value (ECV) in accordance with the terms of this BID. The Bidder have to pay Rs. 2,18,10,200/- (Two crore eighteen lakh and two hundred only) EMD/Bid Security through online mode only. EMD is exempted for OEMs having requisite eligibility criteria as mentioned elsewhere with valid MSME certificate from competent authorities.

- 3.7 The Bid Security for unsuccessful bidders shall be issued on finalization of orders on L1 rates to the selected bidder. Selected bidder security deposit will be returned after submission of Performance Guarantee.
- 3.8 The Bidder should submit a Power of Attorney as per the format at Annexure-II, authorizing the signatory of the Bid to commit the Bidder. In case organization is already having any such power of attorney, given by the organization prior to publication of this tender allowing participation in future Tenders, a copy of the same may be submitted.
- 3.9 Any conditions or qualifications or any other stipulations contained in the Bid shall render the Bid liable to be rejected as a non-responsive Bid.
- 3.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.11 The Tender documents and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance to terms & conditions. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The same provisions shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along there with.
- 3.12 This BID is not transferable.
- 3.13 Any award of work pursuant to this BID shall be subject to the terms & conditions of tender Documents.
- 3.14 Any bidder in its name, has been barred / black listed by the Central / State Government, or any entity controlled by it, from participating in any work / project and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- 3.15 A Bidder in the last 05 (Five) years, have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a

- judicial pronouncement or arbitration award against the Bidder, as the case may be, or has been expelled from any project or contract by any public entity or have had any contract terminated, any public entity for breach by such Bidder, would not be eligible to submit a bid.
- 3.16 Authority would place sole reliance on the Self Attested certifications provided by the Bidder in this regard in its letter comprising the Technical and Financial Bid.
- 3.17 The following conditions shall be adhered to while submitting a Bid;
 - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - (b) In responding to the bid submissions, Bidders should demonstrate their capabilities in accordance with Clause below.

3.18 Eligibility and Qualification requirements of Bidder:

For determining the eligibility of a bidder the following criteria shall apply:

- 3.18.1 Tenders are invited on the e-procurement platform for the above- mentioned work from the Original Manufacturing firms / Original Manufacturing Companies having valid registration certificate issued by the Department of Industries and who normally manufacture similar goods either whole (finished) product or all components / part components which form part or full Finished Product in INDIA. The OEM Company cannot authorize any of their authorized distributor/dealer or any third person on their behalf to participate in Bid at any cost, in such an event OEM shall be deemed disqualified.
- 3.18.2 Marketers, third person and Brokers forming joint venture or partnership or having an agreement with the Original Manufacturers or working on behalf of OEM are not eligible to participate in the Bid.
- 3.18.3 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 3.18.4 Turnover: The manufacturer should have a minimum audited annual financial turnover Rs.88.00 Crores in last three financial years only. Bidder should submit

CA Certificate with the UDIN number for the same.

- 3.18.5 Experience: The experience of doing similar works in last three year (2018-19, 2019-20 & 2020-21) and satisfactory executed orders towards to any State or Central Government Departments / Local Bodies/ Public Sector Undertakings/reputed private companies. The bidder should submit work order/ experience/ work completion certificate/ certificate of that procuring office.
 - (a) Bidder should have completed works costing not less than the amount equal to 40% of the estimated cost.

or

(c) Two similar completed works costing not less than the amount equal to 50% of the estimate cost.

or

- (d) One similar completed work costing not less than the amount equal to 80% of the estimated cost .
- 3.18.6 The bidder should submit the Earnest Money Deposit for Rs. 2,18,10,200/- (Two Crore Eighteen Lakh Ten Thousand and Two Hundred only) through online mode only. Scanned copy should be uploaded in the e- procurement portal and Original should be submitted to Tender inviting Authority as mentioned in this document. EMD is exempted for OEMs having requisite eligibility criteria as mentioned elsewhere with valid MSME certificate from competent authorities.
- 3.18.7 The bidder shall have valid ISO certificate for the Stainless-Steel Kitchen Devices / Utensils /Vessels.
- 3.18.8 The Bidder, who has never been black-listed either by Tender Inviting Authority or by any State Government or Central Government or Public Sector Undertaking, shall not participate in the tender during the period of blacklisting and the certificates of the period of blacklisting are not valid.
- 3.18.9 Bidder should have proof of **GST** registration of Service Tax (Scanned copies of originals to be up loaded). Proof of the GST and Income tax paid for the last three (3) years, should be enclosed along with a certificate that no arrears are pending for the previous year's Income Tax payments.

3.19Technical Bid:

3.19.1 It is mandatory for all the participant Bidders have to pay a Non- refundable Application fee of Rs.50,000/-(Rupees Fifty Thousand only) to the Tender Inviting

- Authority towards cost of the Tender.
- 3.19.2 BID Security of 2 % of Estimated Contract Value for i.e Rs. 2,18,10,200/- (Two Crore Eighteen Lakh Ten Thousand and Two Hundred only) in the form of online payment.
- 3.19.3 It is mandatory for the entire participant Bidders to electronically pay through online payment for transaction fees i.e Beltron fee of Rs. 5900 including GST.
- 3.19.4 Proof of payment of tender transaction fee through electronic payment Gateway with e-procurement platform in favour of the Beltron.
- 3.19.5 Latest Solvency Certificate for Rs.30.00 Crores (Rupees Twenty crores only) from any Nationalized/ Scheduled bank issued after the publication of the Tender date. It will demonstrate the bidder's financial capability to execute the work order.
- **3.19.6** Executed and completed number of Similar works / Project(s) works means manufactured and supplied Stainless-Steel Kitchen Devices / Utensils / Vessels as complete items or parts or part item or components; submit list for the last three (03) years as experience, with Year wise data.
- 3.19.7 Availability of Raw materials full or part for production and manufacture of Stainless-Steel Kitchen Devices / Utensils / Vessels on or before 08.03.2022, submit Photos as well as Bills/ indents for procurement of all Raw materials as proof.
- 3.19.8 Availability of personnel (Statement with their competence/ qualifications) along with EPF/ESI registration Numbers and also Details of existing commitments (Statement).
- 3.19.9 Copies of Applicant's duly audited turnover statement in any of the last three (03) years. The applicant shall also upload audited financial statement for the last three (03) years.
- 3.19.10 Undertaking/Certified copy of No tax arrears payment in the last three years.
- 3.19.11 Statement for production capacity along with production range (of the items for which tenders are called) of the Factory.
- 3.19.12 Should furnish the list of the Manufacturing Equipment along with capacity and quality Standard (Statement to be enclosed).
- 3.19.13 Submit production as well as day to day supply plan for the schedule of supply for the entire indents from the date of Agreement. Without submission of supply plan

- if any tenderer applied for bidding will not be considered at the PQ /TQ stage, they will be deemed to be disqualified.
- 3.19.14 List of Manufacturing Facilities in India, with the proof/ approvals/ permissions/ license of valid certificate of Registration from Department of Industries as per Factories Act. The firm should have all approvals, permissions, Licenses as per the Factories Act
- 3.19.15 An undertaking from the person having Power of Attorney that they agree and abide by the Bid documents uploaded by Directorate, Mid Day Meal, Bihar, Patna and amendments uploaded, if any.
- 3.19.16 Proof of GST registration under GST Act of India. (Scanned copies of originals to be up loaded).
- 3.19.17 Sealed samples should be submitted as per specifications laid in the Annexure of the tender document on or within 24 Hours of after Closing of the Bid. Failure to furnish the samples will automatically make the bidder disqualified.
- 3.19.18 If the bidder is manufacturer, shall be furnished the copies of valid pollution control board certificate issued by the competent authority.
- 3.19.19 Detailed Technical Specifications of Stainless-Steel Kitchen Devices / Utensils / Vessels (each item separately), Test Report should be obtained from the BIS [Bureau of Indian Standards] recognized laboratory proposed to be supplied under this contract.
- 3.19.20 QCBS method will be adopted for whole evaluation process.

3.20 FINANCIAL BID:

- a) Financial Bid of only those Bidder who have qualified for technical will be opened.
- b) Letter comprising the Financial Bid.
- c) The rate quoted shall be for the supply of unit (one set of total items) of Kitchen Devices up to School points as specified.
- d) The rates quoted shall include all GST levied by the State & Central Govt.,

 Packing charges, Labour charges, cess, Transport and Insurance and etc.,
- e) The units shall be rupees and paisa only. It shall be both in numbers and words. The variation between words and figures is liable for rejection of Tender.
- f) Any Technical Problems raised during the submission of rate at the time Financial Bid, its firm/agency responsibility. These shall not be considered by the Tender

Inviting Authority.

g) Multiple quotes/ prices are not permitted.

Note: The price shall not be indicated/ mentioned in anywhere (prequalification or technical bids); it should be submitted in the financial bid only. If any bidder mentions the price in Pre-Qualification and Technical Qualification, the bid will be treated as invalid.

The Bidders should give clause-by-clause compliance for the technical specification in their technical bids. They should also give compliance of all the terms & conditions as mentioned in Tender document. Conditional bids / partial compliance shall not be accepted on any grounds and shall be rejected straightway.

- 3.21 **Financial Capacity**: The Bidder shall have a minimum Turnover of **Rs.88.00 Crores** in any one financial year of the last 03 financial years. Enclose copy.
- 3.22 **Solvency Certificate**: The Bidder shall submit the Solvency Certificate for **Rs.30.00 Crores** from any Nationalized/ Scheduled bank issued not earlier than **dt:14.02.2022**.

3.23 Form of contract:

- 3.23.1 The Bidder has to quote rates for total cost on online in accordance with the terms and conditions and submit rate for each unit in Indian Rupees in figure and words. The Bidder shall take all precautions and quote the rates carefully after thorough understanding of the entire tender Document content.
- 3.23.2 The rates shall be inclusive of transportation, labour charges, warranty at site (schools) for a period of 02 (Two) years include any other charges/costs, inclusive of all taxes etc. of finished products at Freight on Road (F.O.R).
- 3.23.3 The final rates for **Kitchen Devices** shall remain frozen in force for a period of 1 (one) year from the date of Agreement.
- 3.23.4 On acceptance of successful bid, Letter of Acceptance (LOA) will be issued to the selected bidder within the stipulated time period and selected bidder shall conclude the agreement and supplies have to be effected to the school as per staggered requirements schedule as indicated by the department from time to time.
- 3.23.5 Specifications, Dimensions and materials parts mentioned / contained in Schedule of the tender document are set/fixed in which a tolerance of + / 5 % will be allowed.

- 3.23.6 The selected bidder should not deviate from given specific standard specifications and materials to be used in manufacture of products and items as mentioned in the tender document.
- 3.23.7 The bidder should arrange to display their samples at office of the Director, Mid Day Meal, Bihar, Patna for the purpose of verification, testing and examination within the period specified without fail and without asking any extension and should be displayed until final clearance is given by the Director, Mid Day Meal or the committee. No Payment will be made for the samples.
- 3.23.8 The Director, Mid Day Meal / the tender committee shall have reserve it's right to inspect the manufacturers work place / facility with or without prior permission / intimation to the manufacturers / bidders.
- 3.23.9 Bidder shall be liable for disqualification and forfeiture of Bid / Tendered Security if any legal, financial or technical adviser or employees or member of tender committee of the Authority in relation to the works is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such work during the Bidding Process prior to or subsequent to (i) issue of the LOA or conclusion of contractual Agreement (ii) in the event, any such personal engaged by the Selected Bidder or after issue of the LOA for matters related or incidental to the work, then not withstanding anything to the contrary contained herein or in the LOA or Contractual Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA/the Contractual Agreement shall be liable to be terminated without the Authority being liable in any manner what so ever to the Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the bidder, its Member or Associate in the pastbut its assignment expired or was terminated 6(six) months prior to the date of issue of tender for the work, nor will this disqualification apply where such adviser is engaged after a period of 6 (six) years from the date of commercial operation of the work.

Provided further, in case the authority seeks information / clarification from Bidder related to occurrence / non-occurrence of Conflict of Interest and the

Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidder as per Clauses of the Tender, encash its Bid Security and further debar it from participation in any future procurement process for a minimum period of 01(one) year.

3.24 Mile stone program:

The period of supply of Kitchen Devices shall be 150 days only, and the milestone supply are 180 days. However, the Government can make changes in the above milestone as per requirement at their discretion and the bidder should ready to meet the demand, however the will of Bidder will not prevail. The Number of Locations and Kitchen Devices to be delivered at Block head quater.

3.25 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.26 **Manufacturing** facility visits and verification of information given by the bidder:

- 3.26.1 Only those bidders who participated in a Particular Bid will be allowed to display of Samples in respect of the Bid for verification, Examination and testing at their cost, to be displayed by the bidders at office of the Directorate of Mid-Day Meal, Budh Marg, Patna Technical Evaluation. Otherwise, the bidder deemed to be disqualified at Technical Evaluation stage.
- 3.26.2 The members of the Tender Committee / Third Party Quality controller / Any authorised representative of Director, Mid Day Meal, as the case may visit the factory / Manufacturing facility of the bidders to know the output capacity of bidder, access the availability of skilled man power, qualityof the material used, manufacturing space available and Equipment and other technical parameters at the factory/ Manufacturing facility established by bidder and other logistics. Such arrangement has to be made by the Bidder to facilitate inspections.
- 3.26.3 The members of the Tender Committee / Third party Quality controller / Any authorised representative of Director, Mid Day Meal, will inspect & check the quality standards, dimensions, specifications of samples **Kitchen Devices** to be supplied by the selected bidder, at factory level and such arrangements are to be

made by the Bidder firm. Every batch shall be subjected to QC check by the Tender committee / Any authorised representative of Director, Mid Day Meal / QC before designated persons its dispatch at factory.

3.27 No extension of time or any excuse on quality issues including wear / tear / breakage due to transport or and on any other parameters including climate are accepted. They shall be advised to consider these before submission of Bids.

3.28 Non-Performance of work:

The selected bidder shall perform as per contractual agreement. In case of non-performance as per schedule or delay in completion of work as scheduled or failed to complete in any sanctioned extended time, except in the event of Natural calamities, he shall have to pay liquidated damages at the rate of 0.2% (point two percent) of contract value for each week of delay subject to maximum of 2.5% of the contract value.

3.29 Clarifications:

The Bidders can contact the Office of the Director, Mid Day Meal for any information on e-procurement process. Contact Landline No. 0612-2231005 and email Address: mdmsbihar@gmail.com

3.30 Amendment of Tender Document:

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative modify the BID by the issuance of Addenda.
- b) Any Addendum / Corrigendum issued here under will be in writing and shall be uploaded in the e-procurement platform and the same is part of the tender Document. The Bidder has to keep track of any changes by viewing the Addendum/ Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement portal. The Tendering Authority shall not be responsible for any claims/ problems arising out of this.
 - c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date, in such an event of issuing addenda.

3.31 PROCEDURE FOR E-TENDERING:

a) It is mandatory for all the Bidders to register on the electronic procurement

platform of the Government of Bihar that is www.eproc2.bihar.gov.in to participate in e-tendering of the Authority. On registration on the e-procurement market place, theywill be provided with a user ID and password by the system itself using which they can submit their bids online.

- b) The bidders can view/download the bid documents from the e- procurement platform.
- c) The Bidder shall authenticate the bidding process with their Digital Certificate on Beltron e-Procurement platform and the bids not authenticated by digital certificate of the Bidder, such bids will not be accepted on e-procurement platform. All the Bidders need to obtain Digital Certificate from Beltron. For obtaining Digital e-Procurement Helpdesk at RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, Patna-800014.
- d) If the firm / company already registered with e-procurement platform of the Government of Bihar i.e Beltron, and validity of registration is not expired, the firm is not required do a fresh registration.

3.31.1 Preparation & Submission of Bids:

- a) The Bidder may submit their Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for eprocurement is also available on e-procurement portal of Government of Bihar i.e (Beltron)
- b) The documents shall be prepared and scanned files and uploaded in pdf/zip format during the on-line submission of BID.
- c) Bids submitted by post, CD, DVD, any other electronic form, fax, telex, telegram or e-mail or WhatsApp etc., <u>shall not be entertained</u> and shall be summarily rejected.

3.32 Performance Guarantee / Security Deposit;

The Selected bidder shall have to deposit a sum of 4% of ECV / TCV as performance Guarantee / Security deposit. However, at the option of the selected bidder, the EMD of 02% of ECV/TCV paid towards tender online payment only, can also be adjusted against the performance guarantee / security deposit, in such an even, as Performance guarantee / Security deposit for a period of 02 (Two) years.

For this no interest will be paid to bidder.

SECTION - 4

4.1 Preliminary Examination:

The Authority will examine the bids to determine whether they are complete in all respects, whether any computational errors have been occurred, whether required securities have been furnished, whether the documents have been properly signed, and submitted and whether the bids are generally in order and complete in all respects.

4.2 Opening and Evaluation of Technical bids:

- a) The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in Tender Document.
- b) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications/ask relevant documents, in writing from any Bidder regarding its Bid.

4.3 Test of Responsiveness;

Arithmetical errors will be rectified on the following basis:

- c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and total quantity, the unit price shall prevail and the total price shall be corrected.
- d) If the bidder does not accept the corrections of errors, their bid will be rejected and the bid security will be forfeited.
- e) If there is a discrepancy between words and figures the rate in words will govern.
- f) Prior to the detailed evaluation, the department will determine the substantial responsiveness of each bid to the tender notice. For the purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the tender documents without material deviations, the bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic.
- g) A bid determined as not substantially responsive will be rejected.

4.4 Technical Capacity for Purposes of Evaluations:

On the basis of standard set specifications described in the tender document, the

technical bids of all those bidders whose bids were found qualified will be evaluated based on the evidence /data/ proofs / documents submitted.

4.5 Selection of Bidder:

- 4.5.1 QCBS () method will be adopted for evaluation/selection.
- 4.5.2 Subject to the provisions of Tender, the Bidder whose Bid is adjudged as responsive in terms of Tender document and whose assessed Bid Price is the lowest, shall be declared as the selected Bidder (the "Selected Bidder").
- 4.5.3 In the event that the Lowest Bidder is not selected for any reason, the Authority may annul the Bidding Process and invite fresh Bids or the committee will take appropriate decision in this regard.
- 4.5.4 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 05(five) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. Inthe event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and may offer this work to the Second Lowest price bidder to match the 1st Lowest bidder price or the Committee to take any appropriate decision in the interest of the State.
- 4.5.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Contractual Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

SECTION-5

5.1 Fraud and Corrupt Practices

The Tender Inviting Authority requires that, the bidder shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government define for the purposes of the provision, the terms set forth below as follows;

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or in contract execution,
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.2 Payment of Bills:

- 5.2.1 No advance payment towards costs of Kitchen Devices will be made to the Bidder. Payment towards the supply of Items will be made strictly as per the rules of the Tender Inviting Authority. The Bidder shall furnish the relevant details in original to make the online payment through RTGS(Real Time Gross Settlement System)/ Core Banking / NEFT.
- 5.2.2 80 percent payments for supply will be made by MDM Directorte, rest 20% will be held up and payment will released only after reports of standard Quality on samples are received from approved Laboratories and confirmation from the field personnel.

- 5.2.3 In case of any enhancement in GST/Tax/Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional duty so levied may be allowed to be charged extra as a separate item without any changes in price structure of the Items approved under the tender.
- 5.2.4 The Bidder should produce a letter from the concerned Authority (State/Central Government) for such additional Duty on the Item supplied toBidder.
- 5.2.5 In case of successful Bidder enjoying Tax exemption on any criteria of turnover etc., such Bidder will not be allowed to claim Duty/Tax at later point of time or during the currency of contract, when the Tax/Duty is chargeable on Item

5.3 Inspections and Tests:

- 5.3.1 Kitchen Device is to be supplied to 62,784 school's out of which 0.5 percent of school will be randomly selected for standard quality and specification test, by the selected institution.
- 5.3.2 The Authority shall have the right to inspect and / test Kitchen Devices to confirm to the given set /fixed specification / standards, designs etc., as laid in the tender Schedule of the tender Document. The Authority shall notify the contractor in writing of the identity of their representatives detailed for these purposes.
- 5.3.3 The inspections and tests may be conducted at the premises of the supplier as well as at place (Block headquater) of delivery or at the place of Storage. Where the tests conducted at the premises of the contractor, all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge.
- 5.3.4 Should any inspected or tested Kitchen Devices or raw materials/other items fail to confirm to the specifications, the Authority shall reject them and the contractor shall replace such items at their risk and cost / free of cost to the Govt.
- 5.3.5 The Authority's right to inspect, test and where necessary reject the Kitchen Devices /other items on arrival at delivery point / site and shall in no way be limited or waived by reason of the items /Kitchen Devices having previously been inspected, tested and passed by the Authority or its representative prior to the Kitchen Devices shipment or spare parts shipments.

SECTION-6

6.1 Miscellaneous:

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
 - (a) suspend and / or cancel the Bidding Process and / or amend or modify the terms / specifications and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and / or in relation to any Bidder; and / or
 - (d) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.2 Quality Parameters:

- a) The quality of Kitchen Devices now proposed to supply shall be strictly conforming to quality specifications as prescribed hereunder.
- b) Stainless Steel Sheet and Strip for Utensils and Kitchen Appliances are made up with the standard according to IS 15997:2012 of Bureau of Indian Standards (Conformity Assessment) Regulations, 2018.
- c) The supplier should follow all the Standards conforming to Bureau of Indian Standards regarding all aspects including the grades of steel to be used appropriately for the Utensils and Kitchen devices mentioned elsewhere and should not deviate at any circumstances.
- d) The Tender inviting authority has the right to summarily reject the tenders or the supplies which contravene the norms of BIS and can impose penalty deemed appropriate.
- e) Weight and Quality of each Kitchen Devices should be as per the specifications indicated.
- f) Kitchen Devices will contain the Stainless-Steel material grade shall be specified by

- the Steel Authority of India Limited or any other grade specified by the State or Central Government.
- g) The material being offered shall be new, not used and recycled material.
- h) The Items shall be hot /cold rolled, solution annealed, Pickled and Passivized with trimmed edge condition.
- i) Each Item shall be inspected before shipment by purchaser at the premises of manufacturing unit or authorized dealer place.
- j) The Tender Inviting Authority shall prepare Quality Assurance Plan (QAP) and all Manufacturing & Testing Procedures, and will get it approved by the purchaser before starting actual work.
- k) At the time of delivery of stocks by the Bidder(s), the stocks will be subjected to quality verification by the quality control committee at Block Level.
- In the event of supply of stocks not confirming to specifications as indicated, such stocks are liable for rejection, and will be viewed seriously besides imposing Penalty.
- m) If any deviation in quality specifications and terms and conditions noticed, the said bidder will be blacklisted from participating in further tenders of the Department besides recovery of any loss /damage sustained by the corporation in this account.
- n) In case if the concerned officer of Department is not satisfied with the quality of Item supplied, then he/she would arrange to draw samples in the presence of the Bidder (or representative if present) and forward the same to laboratory for testing and certification.

6.3 Frequency of Supply:

- **a.** The Frequency of supply of required quantity of Items to Block headquater by the Bidder(s) with in 150 Days.
- b. Indent will be provided by the Tender Inviting Authority or by any other officer, specified by the Tender Inviting Authority and the supply shall be done up to Block headqater.
- c. Delivery of Items at Block Headquater points shall be during the working hours only, i.e., between 10 AM and 4 PM.
- **d.** Every Supply is subject to acknowledgment of the delivery of respective quantity properly affected.

6.4 Marking:

- a. While supplying the Items, the date of manufacturing, batch number must be provided. Without the above details, the stocks dispatched by the Bidder (s) shall not be accepted.
- b. On the each Item, the marking as "BIHAR-MDM-2021-22" along with MDM Logo in the middle of the inner / outside of the each item with the diameter of one inch (Round shape) shall be indicated.

SECTION -7

7.1 General Conditions of Contract:

The following are the General Conditions of Contract for supply of Kitchen Devices to all District's, Block headquater as per the specifications given in the document.

- 7.2 In this Contract, the following terms /definitions shall be interpreted as indicated:
 - a. "The Contract" means the agreement entered into between the Purchaser and the Tender Inviting Authority, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
 - b. "The Contact Price" means the price payable to the Tender Inviting Authority under the Contract for the full and proper performance of its contractual obligation;
 - c. "Services" means services ancillary to the supply of the Kitchen Devices, such as transportation and insurance, and any other incidental services. Such as commissioning, provision of technical assistance, training and other obligations of the Tender Inviting Authority covered under the contract;
 - d. "GCC" means the General Conditions of Contract contained in this section;
 - e. "SCC" means the special Conditions of Contract;
 - f. "The Supplier" means the Bidder selected for supplying the KitchenDevices under this contract.
 - g. "The Purchaser" means the Tender Inviting Authority / Officer purchasing the Kitchen Devices.
 - h. "The Government" means the Government of Bihar...
- **7.3** Levy of administrative penalty/tolerance clause: Random sample out of the Items supplied by the Bidder will be subjected to laboratory tests at the cost of the successful Bidder both in terms of the testing charges as well as of the material.

7.4 Insurance:

Each Items, supplied under the contract, shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. It is the Bidder (s) responsibility to ensure the stock in transit till handling over at the delivery points/ destinations specified.

7.5 Change of orders:

The Tender Inviting Authority may, at any point of time, by written order given to the Bidder make changes within the general scope of the contract in any one or more of the following:

- i. The method of shipping or packing;
- ii. The place of delivery; and/ or
- iii. The services to be provided by the Bidders.
- **7.6** If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder (s) performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims for adjustment under this clause must be asserted within thirty (30) days from the date of the Bidder(s) receipt of the Bidders change order.

7.7 Termination for Default:

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

- i. If the Bidder fails to deliver the Item within the period(s) specified in the contract, or within any extension there of granted by the purchaser; or
- ii. If the Bidder fails to perform any other obligation(s) under the contract; or
- iii. In the judgment of the Bidder, if the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.8 Termination for Insolvency:

The Purchaser may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bidder.

7.9 Termination for Convenience:

The Purchaser by written notice sent to the Bidder, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which

performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective.

7.10 Force Majeure:

- a) For purposes of this Clause "Force Majeure" means an event beyond the control of the Tender Inviting Authority and not involving the Bidder fault or negligence and not foreseeable. Such event may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

7.11 Applicable Laws:

The contract shall be interpreted in accordance with the prevailing laws of the Government of Bihar and Union of India.

7.12 Notices:

- a) Any notice given to the Bidder pursuant to this contract shall be sent in writing or by e-mail and confirmed in writing to the Bidder address specified in contract.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7.13 Agreement:

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.1000/- non-judicial stamp paper in the prescribed format provided, within seven days from the date of acceptance of the Bid and intimation of the award of contract. The incidental expenses of execution of agreement shall be borne by the successful Bidder(s).
- b) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Bihar purchase and recovery of any consequential loss from the Contractor/ Bidder.

7.14 Penalty for use of Undue Influence:

The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Tender Inviting Authority or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of Bihar. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

7.15 Assaying:

- a) The Bidder shall, at his/her own cost, offer the stock from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters, as specified.
- b) The Purchaser may randomly collect the samples at the depots and get the samples tested in any of the Lab independently. The results of testing will be final and binding on the Bidder. The stocks which fail the test have to be taken back and replaced with new stockwith good quality by the Bidder at his own cost and risk.
- c) Bidder may note that the cost of assaying will be borne by them for the test and such costs will be deducted while making the payment for supplies made.

7.16 Substitution & Wrong Supplies:

a) Unauthorized / Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity shall be taken back by the

Bidder at his/her own cost and risk.

- b) Supply of Unauthorized or Pirated or Sub-Standard of Kitchen Devices detected at any date during or after supply shall be notified to the Tender Inviting Authority. Such Items shall be replaced forthwith by the Bidder at his own cost. Any penalty or litigations arising out of such supplies shall be the responsibility of the Bidder and any consequential damages shall be fully compensated by the Bidder(s).In all such cases the Purchaser reserves the right to invoke the conditions for 'deduction of payments' and 'termination by default' of General Conditions of Contract.
- 7.17 Change of Specifications: No change of specification after the placement of Order shall be entertained unless the alternate model offered is equivalent or higher in specifications and approval of the Competent Authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted.

(Satish Chandra Jha)
Director
PM Poshan Yojana
Bihar, Patna

SECTION - 8

Indemnity Bond

The tenderers should submit Indemnity Bond at the time of the Agreement as specified below.

| Name of work: Supply of Kitchen Devices to the Government Schools | | |
|-------------------------------------------------------------------|---------------------------------------|--|
| l, | , do hereby bind myself to pay | |
| all the claims may come (a) under Workmen's Compens | sation Act. 1933 with any statutory | |
| modification thereof and rules there under or otherwise | e for or in respect of any damage or | |
| compensation payable in connection with any accident or | injury sustained (b) under Minimum | |
| wages Act 1948 (c) under payment of wages Act.1936 | | |
| (d) under the Contractor labour (Regulation and Abolition |) Act. 1970 by workmen engaged for | |
| the performance of the business relating to the above | e contract i.e., Failing such payment | |
| of claims of workmen engaged in the above work, I abide | in accepting for the recovery of such | |
| claims, effected from any of my assets with the Corpo | ration and with other Government | |

Departments / Corporations.

Annexure - I LETTER COMPRISING THE TECHNICAL BID

(Refer Clause___ &___)

| Dated:/ | / | /2022. |
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The Director, Mid Day Meal Scheme, Bihar, Patna.

Respected Sir,

Sub: Bid for e-Procurement of Kitchen Devices to all Government Schools

- 1. With reference to your tender document dated, I / we, having examined the BID document and understood its contents, hereby submit my/our Bid for the aforesaid work. The Bid is unconditional and unqualified.
- I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the bidder and we certify that all information provided in the Bid and in Annexures are true and correct; nothing has been omitted which renders such information misleading; and all documents uploaded along with such Bid are from their respective originals.
- 3. I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 5. I / We certify that in the last five years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- **6.** I / We declare that:
 - a. I / We have examined and have no reservations to the BID document, including any Addendum issued by the Authority.
 - b. I / We do not have any conflict of interest in accordance with Clauses of the BID document; and
 - c. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State or any reputed multinational and we abide by the same we and our agents will not involve in any unlawful / fraud in this tender

- process, if any such act found noticed, our EMD forfeited and we shall be charge sheeted.
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the BID document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the work, without incurring any liability to the Bidders, in accordance rules in the Tender document.
- 8. I / We believe that the turnover criteria, quantity, sales criteria and meet(s) all the requirements as specified in the BID document.
- 9. I / We declare that submitting a Bid for this work.
- 10. I / We certify that in regard to matters other than security and integrity of the country, we/ any Member of our company or any our / their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
- 11. I / We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of our company or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- **12.** I / We further certify that no investigation by a regulatory authority is pending either against us / or against our CEO or any of our directors.
- 13. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this BID, we shall intimate the Authority of the same immediately.
- 14. I / We acknowledge and undertake that our company is qualified on the basis of Technical Capacity and Financial Capacity of those of the companies works. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of Change in Ownership.
- 15. I / We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or a firm or shall incorporate as such prior.
- 16. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or how so ever otherwise arising to challenge or questionany decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof
- 17. In the event of my / our being declared as the Selected Bidder, I / We agree to enter into an Agreement with in stipulated time.
- 18. I / We have studied all the Bidding Documents carefully and also understand scope of the work. We shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out

- of or relating to the Bidding Process.
- 19. I / We offer a Bid Security of 2% (Two) of Estimated Contract Value (ECV) to the Authority in accordance with the BID Document.
- 20. The Bid Security in the form of an online payment / Bank Guarantee (strike out whichever is not applicable) is attached and uploaded.
- 21. The documents accompanying the Technical Bid, as specified in the BID, have been uploaded with the bid.
- 22. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the work is not awarded to me/us or our Bid is not opened or rejected.
- 23. The Bid work Cost has been quoted by me / us after taking into consideration all the terms and conditions stated in the BID, draft Agreement, our own estimates of costs and after a careful assessment of the work and all the conditions that may affect the work cost and implementation of the same.
- 24. I / We agree and undertake to abide by all the terms and conditions of the BID document.
- 25. I / We certify that in terms of the BID, my/our average turnover for proceeding 3 (three) years is Rs.(Rs. in words) is(Number in words).
- 26. We have supplied _____units of Kitchen Devices on an average per annum in the last 03 (three) years preceding the bid due date / year.
- 27. I / We shall keep this offer valid for 1 (one) year from the Bid Due Date specified in the BID.
- 28. I / We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid work in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the BID document.

Yours faithfully,

Date:

Place: (Signature of the Authorized signatory / Tenderer)

(Name and designation of the of the Authorized signatory)Name

and seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Annexure - II Letter comprising the Financial BID

(Refer Clauses &

(NOT TO BE SUBMITTED IN THE TECHINCAL BID)

| | Dated:/ /.2022 . |
|---------------------|-------------------------|
| To, | |
| The Director | |
| Mid Day Meal Scheme | |
| Bihar, Patna. | |
| | |
| Dear Sir, | |

Sub: Bid for Procurement of Kitchen Devices to all Government Schools

With reference to your BID document dated, I / we, having examined the Bidding Documents and understood their entire contents, hereby submit my / our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

- 1. I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the bidder for the aforesaid work, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2. The Bid has been quoted by me / us after taking into consideration all the terms and conditions stated in the BID, and its Schedules, other estimates of costs and after a careful assessment of the work and all the conditions/factors that may affect the unit cost.
- 3. I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 4. In the event of my / our being declared as the Selected Bidder, I / we agree to enter into an Agreement with in stipulated time. We agree not to seekany changes in the aforesaid draft and agree to abide by the same, display of Kitchen Devices / Vessels in conformity to the tender conditions before the due date of technical Bid Opening.
- 5. I / We shall keep this offer valid for 01 (one) year from the Bid Due Date specified in the BID.

| Yours faithfully |
|------------------|
|------------------|

| Date: | (Signature, name and designation of the |
|--------|-----------------------------------------|
| Place: | Authorized Signatory / Tenderer) |
| | Name & seal of Bidder |

Annexure -III Format for Power of Attorney for signing of Bid

| (Refer Clause | |
|---------------|--|
|---------------|--|

| Know all men by these presents, We, (name of the firm and address of |
|---------------------------------------------------------------------------------------------------|
| the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. |
| / MS (Name), son/daughter/wife of and |
| presently residing at, who is presently employed with us and holding |
| the position of, as our true and lawful attorney (herein after referred to as |
| the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are |
| necessary or required in connection with or incidental to submission of our bid for the |
| Procurement of Kitchen Devices / Utensils in all Government Schools (the "Authority") |
| including but not limited to signing and submission of all applications, bids and other documents |
| and writings, participate in bidders' and other conferences and providing information , |
| responses to the Authority, representing us in all matters before the Authority, signing and |
| execution of all contracts including the Agreement and undertakings consequent to |
| acceptance of our bid, and generally dealing with the Authority in all matters in connection |
| with or relating to or arising out of our bid for the said work and/or upon award thereof to |
| us and/or till the entering into of the Agreement with the Authority. |
| AND we hereby agree to ratify and confirm and do hereby ratify and confirmall acts, |
| deeds and things done or caused to be done by our said Attorney pursuantto and in exercise |
| of the powers conferred by this Power of Attorney and that all acts, deeds and things done by |
| our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed |
| to have been done by us. |
| IN WITNESS WHEREOF WETHE ABOVE HAVE EXECUTED THIS POWER OF |
| ATTORNEY ON THIS DAY OF, 2021. |
| For |
| (Signature, name, designation and address) |

of person authorized by Board Resolution (in case of Firms / Company)/

Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarized

Person identified by me/personally appeared before me

/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure-IV Details of Bidder (Basic information)

| Sl.No | Description | Details |
|----------|------------------------------------------------------|---------|
| 1 | Name: | |
| 2 | Country of the state incorporation: | |
| 3 | Detailed Address of the corporate / | |
| | headquarters and its branch office(s), in | |
| | India: | |
| 4 | Date of incorporation and / or | |
| | commencement of company: | |
| 5 | Brief description of the Company includingdetails of | |
| | its main lines of Production and | |
| | Manufacture: | |
| 6 | Details of registration with Industry | |
| | Department (firm, company etc.,) | |
| | (Registering Authority, Date, Number, etc.,) | |
| 7 | Registered office address and telephone | |
| _ | number | |
| 8 | Details of individual(s) who will serve as thepoint | |
| | of contact / communication for the | |
| | Authority: | |
| 9 | Name: | |
| 10 | Designation: | |
| 11 | Company: | |
| 12 | Address: | |
| 13 | Telephone Number: | |
| 14 | E-Mail Address: | |
| 15 | Particulars of the Authorized Signatory of the | |
| 1.0 | Bidder: | |
| 16 17 | Name: | |
| 18 | Designation: Address: | |
| 19 | Phone Number: | |
| 20 | E-mail ID: | |
| 20 | List of service centres with addresses and | |
| 21 | | |
| 21 | email/phones in the state of Andhra Pradesh | |
| 21 | List of productions Facilities/ centres of the | |
| | company | |

| Date: | (Signature, name and designation of the |
|--------|-----------------------------------------|
| Place: | Authorized Signatory / Tenderer) |
| | Name & seal of Bidder |

All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

or has been declared by the Authority as non-performer / black listed.

Annexure-V DECLARATION

(Annexure to Technical Bid)

(On non – judicial stamp paper of Rs.1000/- duly attested by the first class magistrate/ notary)

I / We declare that I am / we are owner /Partner Company / AuthorizedDistributor having own firm.

That our firm has never been blacklisted or declared from doing business by any Department of State Government of Bihar or Government of India or other State Governments.

We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

No Criminal case(s) has been instituted / pending against as by Government of Bihar or any other Governments of state or Government of India, regarding any supply and contracts with our firm.

We have not breached any contractual liability to any Government Department.

If this declaration is found to be incorrect that without prejudice to any other action that may be taken including the forfeiture of security deposits and the tenderif accepted may be cancelled.

Signature of the Bidder

With designation & Seal.

Annexure-VI Technical Capacity of the Bidder@(previous experience)

| 1 | Refer to Clauses | г. | of the BID |
|---|------------------|----|-------------|
| ١ | rejei lu ciuuses | α | טו נוופ סוט |

Experience in last 3 years:

| SI. No | Name of the work | Work order /date / Purch ase order , date/ Sale bill, date. | Name of the Govt. or govt. Agencies/ Reputed multinational companies /Agencies/firms /institutions/ distributors etc.to which the Kitchen Devices supplied | Quantity | Value | Year of supply | Year of Complet ion period | Value of work done | Remarks |
|-----------|------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|-------------------|-------------------------------------|--------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

Details of **Kitchen Devices** sold/supplied to Govt. or Govt. Agencies or Multinationals companies agencies/firms/institutions, etc., (number & Value) Enclose supporting document

| Date: | (Signature, name and designation of the |
|--------|-----------------------------------------|
| Place: | Authorized Signatory / Tenderer) |
| | Name & seal of Bidder |

Annexure-VII

Company performance in terms of financial turnover

| S. No. | Financial Year | Turnover value in(Rs.) |
|-----------|----------------|------------------------|
| 1 | 2020-21 | |
| 2 | 2019-20 | |
| 3 | 2018-19 | |

| | | ٥v | |
|--|--|----|--|
| | | | |

(Audited Balance sheet depicting the Turnover should be uploaded)Solvency Certificate:

| Date: | (Signature, name and designation of the |
|--------|-----------------------------------------|
| Place: | Authorized Signatory / Tenderer) |
| | Name & seal of Bidder |

Annexure VIII Commercial Bid format As per (BOQ)

| Τo, | |
|-----|---------------|
| 7 | The Director, |
| ſ | Mid Day Meal, |
| E | Bihar, Patna |

7.

Sub:- Submission of rate for rate for Supply of Kitchen Device to the Block headquater in state of Bihar.

Having examined the Tender Document, Conditions of Contract, Specifications, and Drawings for the execution of the above named Work within the time specified, we, the undersigned, offer to Supply of set of Kitchen Devices for Schools in Bihar state (including all material). In conformity with the Conditions of Contract, Specifications, Design criteria Scope of Work we quote as below -

| Sr.No | Name of Product | Basic cost per set(Rs.) | GST as applicable on basic cost(Rs) | Transportatio n Charges (Rs.) | GST as applicable on transportatio n (Rs.) | Total Cost(Rs.) |
|-------------|----------------------------------------------------------------|----------------------------|----------------------------------------------|-------------------------------------|-----------------------------------------------------|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7=(3+4+5) |
| А | Set of Kitchen Device for the enrollment range (1 to 50) | | | | | |
| В | Set of Kitchen Device for the enrollment range (51 to 150) | | | | | |
| С | Set of Kitchen Device for the enrollment range (151 to 250) | | | | | |
| D | Set of Kitchen Device for the enrollment range (250 and above) | | | | | |
| Grand Total | | | | | | |

- 2. We undertake, if our bid is accepted, to Supply of set of Kitchen Devices for Schools in Bihar state as per supply order within time stipulated.
- 3. We agree to abide by this bid for the validity period stipulated in the bidding documents and the bid shall remain binding upon us and may be accepted at any time before expiration of that period.
- 4. Unless and until a formal Agreement is prepared and executed, this bid, together with your writtenacceptance thereof, shall constitute a binding contract between us.
- 5. We understand that you are not bound to accept the lowest or any bid you may receive.
- 6. Only Grand total cost will be considered for final evaluation.

No price variation will be allowed.

| - | | |
|-------------------------|----------|---|
| Date- | | |
| Place- | | |
| Signature | | : |
| Name of Bidder | : | |
| Address & Contact | | : |
| Seal of Bidder and Desi | ignatior | η |

ANNEXURE -IX
List of schools district wise, Kitchen Devices to be supplied

| S.No. | Name of | Enrolment range 01-50 | Enrolment range 51-150 | Enrolment range | Enrolment range 251 & Above | Total |
|-------|-------------|--------------------------|---------------------------|-----------------|-----------------------------------|-------|
| | District | No. of schools | No. of schools | No. of schools | No. of schools | |
| 1 | Patna | 529 | 998 | 816 | 567 | 2910 |
| 2 | Nalanda | 386 | 645 | 527 | 368 | 1926 |
| 3 | Bhojpur | 544 | 580 | 474 | 335 | 1933 |
| 4 | Buxar | 218 | 353 | 289 | 201 | 1061 |
| 5 | Rohtas | 333 | 630 | 516 | 358 | 1837 |
| 6 | Kaimur | 196 | 366 | 472 | 213 | 1247 |
| 7 | Gaya | 505 | 953 | 778 | 541 | 2777 |
| 8 | Jehanabad | 203 | 266 | 218 | 152 | 839 |
| 9 | Arwal | 175 | 155 | 127 | 90 | 547 |
| 10 | Nawada | 262 | 495 | 404 | 281 | 1442 |
| 11 | Aurangabad | 305 | 573 | 468 | 326 | 1672 |
| 12 | Saran | 392 | 739 | 664 | 422 | 2217 |
| 13 | Siwan | 335 | 634 | 518 | 360 | 1847 |
| 14 | Gopalganj | 277 | 523 | 429 | 298 | 1527 |
| 15 | Muzaffarpur | 490 | 922 | 755 | 524 | 2691 |
| 16 | Sitamarhi | 333 | 628 | 514 | 357 | 1832 |
| 17 | Sheohar | 66 | 126 | 102 | 91 | 385 |
| 18 | Vaishali | 322 | 608 | 539 | 347 | 1816 |
| 19 | E.Champaran | 501 | 944 | 772 | 536 | 2753 |
| 20 | W.Champaran | 408 | 770 | 629 | 438 | 2245 |
| 21 | Darbhanga | 382 | 724 | 591 | 410 | 2107 |
| 22 | Madhubani | 486 | 918 | 751 | 521 | 2676 |
| 23 | Samastipur | 414 | 778 | 637 | 443 | 2272 |
| 24 | Purnia | 356 | 671 | 549 | 381 | 1957 |
| 25 | Kishanganj | 234 | 440 | 360 | 250 | 1284 |
| 26 | Araria | 301 | 565 | 462 | 321 | 1649 |
| 27 | Katihar | 312 | 586 | 481 | 333 | 1712 |
| 28 | Bhagalpur | 301 | 565 | 462 | 321 | 1649 |
| 29 | Banka | 310 | 584 | 477 | 331 | 1702 |
| 30 | Munger | 170 | 320 | 262 | 182 | 934 |
| 31 | Shekhpura | 192 | 144 | 167 | 85 | 588 |
| 32 | Lakhisarai | 220 | 225 | 183 | 130 | 758 |
| 33 | Jamui | 271 | 510 | 418 | 290 | 1489 |
| 34 | Khagaria | 287 | 314 | 256 | 181 | 1038 |
| 35 | Begusarai | 271 | 467 | 383 | 266 | 1387 |
| 36 | Saharsa | 199 | 375 | 366 | 214 | 1154 |
| 37 | Supaul | 277 | 521 | 552 | 299 | 1649 |
| 38 | Madhepura | 232 | 436 | 358 | 249 | 1275 |
| Total | | 11995 | 21051 | 17726 | 12012 | 62784 |

ANNEXURE -X

The item wise requirement per school as per enrolment is hereunder:

| SI. | ltem | Approx Weight (In Kgs) | Approx Capacity | Size | Up to 50 | 51 to 150 | 151 to 250 | 250 and above |
|-----|---------------------------------------------------------------|------------------------------|--------------------|---------------------------------------------------|-------------|--------------|---------------|---------------------|
| 1 | Buckets (Steel) forServing | 0.5 | 10 ltrs | 10 | 1 | 1 | 2 | 2 |
| 2 | Steel Cholani | 0.100 | General | As per specification in annexure-XI | 1 | 1 | 2 | 2 |
| 3 | Steel Spoon for serving Rice | 0.095 | General | As per specification in annexure-XI | 2 | 2 | 2 | 2 |
| 4 | Long stainless steel Spoon for serving Dal & Vegetable | 0.120 | General | 7 | 1 | 1 | 2 | 2 |
| 5 | Steel Basins for serving (Kathara) | 0.510 | 5 ltrs | 20 | 2 | 3 | 4 | 4 |
| 6 | Steel Buckets for Water purpose | 2.4 | 18 | 18 | 1 | 1 | 1 | 2 |
| 8 | Steel Water Jugs | 0.36 | 1.5 | 12 | 2 | 2 | 2 | 4 |
| 10 | Steel Rice Cooking Vessel Dhabara with handle and cover | 5.8 | 10 ltrs | 26 | 1 | 0 | 0 | 0 |
| 11 | Steel Rice Cooking Vessel Dhabara with handle and cover | 8.05 | 20 ltrs | 30 | 1 | 1 | 1 | 1 |
| 12 | Steel Rice Cooking Vessel Dhabara with handle and cover | 9.25 | 30 Ltrs | 34 | 0 | 1 | 1 | 1 |
| 13 | Steel Rice Cooking Vessel Dhabara with handle and cover | 23 | 80 Ltrs | 46 | 0 | 0 | 0 | 1 |
| 14 | Rice filter vessel(Steel) | 0.335 | General | 24 | 1 | 1 | 1 | 1 |
| 15 | Big Cholani (i.e, mixing cooking material) | 0.325 | General | As per specific ation in annexu re-XI | 1 | 1 | 1 | 1 |
| | Total | | | | 14 | 15 | 19 | 21 |

<u>STATEMENT – I</u>

Availability of key personnel:

Qualification and experience of all the key personnel (List shall be attached)proposed to be deployed for execution of the contract / work:

| SI. | Name | Designation | Qualification | EPF/ESI | Total | Working with |
|-----|------|-------------|---------------|---------|------------|--------------|
| No | | | | Number | experience | the bidder |
| | | | | | | since |
| 1 | 2 | 3 | | 4 | 5 | 6 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Signature of the bidder

<u>STATEMENT – II</u>

FACTORY CAPACITY & DETAILS

| SI. No | Address of the Factory | Capacity product wise | Product Range |
|-----------|------------------------|-----------------------|---------------|
| | | | |
| | | | |
| | | | |

ANNEXURE -XI

| SI. No | Item | Images of Items to be supplied | Approx. weight (in Kgs) | ApproxC apacity | Size | Technical Specifications With suitable Grade |
|-----------|--------------------------------------------------------------|--------------------------------|-------------------------------|--------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Buckets with Lid (Steel) forServing | | 0.5 Kg | 10 Ltr | As | Guage:22, Round / Cylindrical Food Grade Material – Grade 204 Cu Size: -10 Capicity -10 Ltr, Length – 14 cm,Width – 14 cm, Height – 17 cm, Tolerance +/– 5 % |
| 2 | Steel Kalchul | (E) | 0.100 Kg / pc | General | As per Speciation | Grade – 204 Cu Width: 83 mm +/- 5%, Length: 348 mm+/- 5 mm Thickness: 0.95 mm +/- 0.1 mm |
| 3 | Steel Spoon for Serving Rice | | 0.095 kg /pc | General | As per Speciation | Grade – 204 Cu Width: 80 mm +/- 5%, Length: 230 mm+/- 5 mm Thickness: 0.95 mm +/- 0.1 mm |
| 4 | Big Size steel Cholani (i.e, mixing cooking material) | | 0.325 | General | - | Grade – 430, Front width=12.2 cm, Front Thickness=1.9mm, Thickness of Handle Strip=2.5mm, Thickness of Pipe handle=0.4mm |

| 5 | Rice cooking steel vessel with cover (Topia) | 5.8 | 10 ltrs | 26 | Grade-430, Inner Dia 13, Height-7.3, Thickness-2mm, Thicknes of Lid- 1mm Weight Tolerance +/-5%, Dimension Tolerance +/-5%, Thickness Tolerance +/-0.1% |
|---|---------------------------------------------------------------|------|---------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 | Rice cooking steel vessel with handle and cover (Topia) | 8.05 | 20 ltrs | 30 | Grade-430, Inner Dia 15, Height-9, Thickness-2mm, Thicknes of Lid- 1mm Weight Tolerance +/-5%, Dimension Tolerance +/-5%, Thickness Tolerance +/-0.1% |
| 7 | Rice cooking steel vessel with handle and cover (Topia) | 9.25 | 30 ltrs | 34 | Grade-430, Inner Dia 17, Height-10, Thickness-2mm, Thicknes of Lid- 1mm Weight Tolerance +/-5%, Dimension Tolerance +/-5%, Thickness Tolerance +/-0.1% |

| 8 | Rice cooking steel vessel with handle and cover (Topia) | | 23 | 80 ltrs | 46 | Grade-430, Inner Dia 22, Height-13.5, Thickness-3mm, Thicknes of Lid- 1mm Weight Tolerance +/-5%, Dimension Tolerance +/-5%, Thickness Tolerance +/-0.1% |
|----|-----------------------------------------------------------------|---|-------|---------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9 | Rice filter vessel (Steel) | | 0.335 | General | 24 | Should have 3 embossed feet from ground, Step Rice Filer with 2 sides handles, Top T op Diameter: 62 cm, Bottom Diameter: 40 cm Height: 24 cm Tolerance +/- 5 % Material Grade - 204 |
| 10 | Long stainless steel Spoon for Serving Dal And Vegetable. | 9 | 0.120 | General | 7 | Laddle Cup Diametre: 92 mm, Total Length: 360 mm, Thickness: 0.95 mm, Material Grade – 204 |
| 11 | Steel Basins for serving (Kathara) | | 0.510 | 5 | | Rice Basin Top Diameter: 44 cm, Height: 10cm Tolerance – 5 % Material Grade – 204 |
| 12 | Steel Buckets for Water purpose | | 2.400 | 18 | 18 | Guage: 22, Size: 18, Top Diameter: 33 cm, Height: 37.5 cm Tolerance – 5 % Material Grade – 204 |

| Steel Water Jugs 0.360 1.5 Weight: 0.360, Height :17 cm, Top Diameter:14 cm,Pipe Handle Tolerance – 5 % Material Grade – 204 | 13 | Steel Water Jugs | gs | 0.360 | 1.5 | 12 | Height :17 cm, Top Diameter:14 cm,Pipe Handle Tolerance – 5 % | |
|---------------------------------------------------------------------------------------------------------------------------------|----|------------------|----|-------|-----|----|---------------------------------------------------------------|--|
|---------------------------------------------------------------------------------------------------------------------------------|----|------------------|----|-------|-----|----|---------------------------------------------------------------|--|

| | check List of Bid Document | | | | | | | | |
|--------|----------------------------------------------------------------------------|--------------------|-----------------------|--|--|--|--|--|--|
| Sl.No. | Check list | Tick "Yes" or "No" | Page no. bid document | | | | | | |
| 1 | Non- Refundable application fee of 50,000 | | | | | | | | |
| 2 | EMD of bid document | | | | | | | | |
| 3 | Beltron Transaction fee | | | | | | | | |
| 4 | Company Registration Certificate | | | | | | | | |
| 5 | Latest Solvency certificate | | | | | | | | |
| 6 | Experience certificate | | | | | | | | |
| 7 | MSME registration certificate | | | | | | | | |
| 8 | Availability of Raw material | | | | | | | | |
| 9 | Availability of personel with proof | | | | | | | | |
| 10 | Income-tax paid for last three year (2018-19, 2019-20, 2020-21) | | | | | | | | |
| 11 | Last three year turnover statement (2018-19, 2019-20, 2020-21) | | | | | | | | |
| 12 | Audited financial statement of last 03 year (2018-19, 2019-20, 2020-21) | | | | | | | | |
| 13 | Undertaking/ Certificate copy of no tax arrears payment in last three year | | | | | | | | |

| 14 | Statement of production capacity along with production range of item for tender | |
|----|------------------------------------------------------------------------------------------------------------|--|
| 15 | Manufacturing Equipment along with capacity and quality standard | |
| 16 | Submit production as well as day to day supply plan for the entire indents from the date of agreement. | |
| 17 | List of manufacturing facilities with proof | |
| 18 | GST registration under GST Act of India. | |
| 19 | Valid pollution Control board certificate issued by competent authorit | |
| 20 | Valid ISO certificate for the Stainless Steel Kitchen Devices/ Utensil's/Vessels | |
| 21 | Udertaking of never been black-listed by any state government or Central government or public undertaking. | |