

Directorate of Basic Education, Government of U.P.
Vidya Bhawan, Nishatganj, Lucknow-226007
Phone no: 0522-2780391
Email:-Sockssetender@gmail.com

Request For Proposal (RFP)
For
Supply of Socks for the Students of Parishadiya Schools in Uttar
Pradesh

e-Bid reference no:-DIR_BASIC_EDU SOCKS_2020

e-Bid portal:- <https://tender.up.nic.in>

Website:- www.basiceducationup.com

Sl. No.	Particulars	Date	Day	Time
1	Date of publishing of Tender Document	18-05-2020	Monday	1730 hrs
2	Tender download Start Date	18-05-2020	Monday	1800 hrs
3	Pre-bid Clarification seek start Date	18-05-2020	Monday	1830 hrs
4	Pre- bid Clarification end Date	22-05-2020	Friday	1500 hrs
5	e-Bid Submission Start Date	25-05-2020	Monday	1300 hrs
6	e-Bid Submission End Date	15-06-2020	Monday	1700 hrs
7	Opening of Technical e-Bid	16-06-2020	Tuesday	1400 hrs
8	Opening of Financial e-Bid	22-06-2020	Monday	1400 hrs

Place of opening of e-Bids: Directorate of Basic Education, Nishatganj
Lucknow- 226007

Tender Fee:- INR 25000 (Rupees Twenty Five Thousand
only)

Earnest Money Deposit (EMD):- INR 64,00,500 (Rupees Sixty Four Lakhs Five
Hundred only).

e-Bid document contains:- 75 pages

e-Bid Notice

for

Request For Proposal (RFP)

For

Supply of Socks for Student of classes 1-8 of Parishadiya Schools in Uttar Pradesh

Online Bids are invited for the supply of **School Socks** for students of classes 1-8 of Parishadiya Schools from the Firms/Companies (vide e-Bid reference number DIR_BASIC_EDU SOCKS_2020) which has been uploaded on e-Tender portal <http://tender.up.nic.in> on 18-05-2020 for Supply of School Socks for Parishadiya Schools in Uttar Pradesh. Bid may be submitted from 13:00 hours of 25-05-2020 up to 17:00 hours of 15-06-2020

The Technical e-Bids shall be opened on 16-06-2020 at 14:00 hrs or afterwards. The Financial bids of Technically successful Bidders shall be opened on 22-06-2020 at 14:00 hrs or afterwards. The details of submission of e-Bids are available in the RFP documents available on e-Tender portal and the website of the department, www.basiceducationup.com as mentioned above.



Director

Basic Education,
Government of U.P.
Lucknow-226007



Availability of Tender Document Can be accessed/downloaded from the website: https://etender.up.nic.in from 18-05-2020 to 15-06-2020	Tender Fee INR 25,000 (Rupees Twenty Five Thousand only) in the form of a Demand Draft/Pay order issued by any Scheduled Bank in favour of Director, Basic Education, U.P. payable at Lucknow. (Non-refundable)	Earnest Money Deposit (EMD) (as proposed) (i) INR 64,00,500 (Rupees Sixty Four Lakhs Five Hundred only) in the form of a Demand Draft/Pay Order issued from any Scheduled Bank/Bank Guarantee having with its validity for 03 months as Security Deposit in favour of Director, Basic Education, U.P. payable at Lucknow.	Date & Time of submission and opening of tender Submission: Upto 15-06-2020 at 17:00 hrs & Opening (Technical Bid): on 16-06-2020 at 14:00 hrs. (Financial Bid): on 22-06-2020 at 14:00 hrs	1. Eligibility Criteria: Refer to the tender document. 2. Two bid System i.e. Stage-1 Technical Bid, Stage-2 Financial Bid. 3. Tenders received after due date and time will be rejected. 4. Director, Basic Education, Uttar Pradesh reserves the right to cancel the bid process and reject any or all of the bids received without assigning any reason at any time.	Tender Ref.: DIR_BASIC_EDU SOCKS_2020 Tender Inviting Authority Director Basic Education, U.P.
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Online Bids are invited in two bid system from eligible and reputed manufacturers of School Socks for supply of Three Crore Twenty Lakhs pairs of School Socks (the number may vary) for one crore Sixty lakh students of classes 1 to 8 of Parishadiya Schools in Uttar Pradesh.

e-TENDER NOTICE

Directorate of Basic Education, U.P., Lucknow
(Government of U.P.)
Vidya Bhawan, Nishatganj,
Lucknow-226007, Phone no: 0522-2780391
Email:- Socksetender@gmail.com
website: www.basiceducationup.com

1. PREAMBLE OF TENDER/BID

The Basic Education Department, Government of Uttar Pradesh (hereinafter referred to as "Government") has issued order for the procurement and supply of School Socks for students of class 1 to 8 of Parishadiya Schools. The Government has been entrusted with the task of procurement of School Socks. It is, therefore, proposed to purchase approximately Three Crore Twenty Lakhs pairs of School Socks (the number may vary) for one crore Sixty lakh students, as per the specifications mentioned herein through Director, Basic Education, Uttar Pradesh (hereinafter referred to as "Director"). The Director reserves the right to increase or decrease the quantity of School Socks, subject to limit of $\pm 20\%$ of the ordered quantity of School Socks.

1.1. The Government proposes to purchase the above mentioned School Socks by calling e-tenders from the manufacturers of Socks through competitive bidding process for supply of approximately Three Crore Twenty Lakhs pairs of School Socks, of which quantity may vary, as per specifications given in this Tender Document to carry out the above objective of the Government.

1.2. Unless repugnant to the Context thereof, the following terms shall have the meaning assigned against them for the purpose of this Tender Document:-

1	"School Socks"	One pair of Socks with Technical Specifications mentioned in Clause-6 of this Tender Document.
2	"Tenderer / Bidder"	The firm/company who makes a formal offer in pursuance of the eTender Notice relating to this Tender Document.
3	"Successful Tenderer/Bidder"	The Tenderer/Bidder whose "offer" has been accepted through the tender process mentioned in this Tender Document.
4	"Supplier"	The successful tenderer who has executed an agreement with Government / Purchaser to supply the Socks.
5	"Manufacturer"	• The firm/company which manufactures Socks at its manufacturing unit.
6	"Day"	a Calendar Day.

7	"Purchaser"	The Directorate of Basic Education UP Lucknow, on behalf of the Government, making this procurement through e-tendering process mentioned in this Tender Document.
8	"Directorate"	Directorate of Basic Education UP, Lucknow.
9	"Socks Price"	The total cost of one pair of Socks including cost of material, expenses on tools methodologies and techniques in the implementation, manpower, supervision, administration, overheads, travel, lodging, packaging, loading, unloading, stacking and counting, charges at delivery points, Cost Insurance and Freight (CIF), Transportation charges, GST, toll charges, sample testing charges and tagging/printing/stamping charges etc. and any other incidental expenses required for supply of One pair of Socks up to the delivery points given at Annexure XI of Tender Document.
10	"Agreement"	Agreement to be executed between successful tenderer and Directorate on behalf of the Government / Purchaser for supply of Socks.
11	"Delivery Point"	Designated storage places/godowns at the block/nagar kshetra level in the State of Uttar Pradesh. The delivery point will be upto the block level/nagar kshetra level as defined at Annexure XI of the Tender Document.
12	Testing Laboratory	Govt Testing Laboratory

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2. AVAILABILITY OF TENDER DOCUMENT & SUBMISSION OF e-Bids.

2.1 The Tender Document can be downloaded from the website: www.etender.up.nic.in and www.basiceducationup.com

2.2 The tender document can be downloaded through e-Tender portal <http://etender.up.nic.in> and www.basiceducationup.com, however, the e-Bids shall only be uploaded at e-Tender portal <http://etender.up.nic.in> within the time schedule given in the Tender Document.

2.3 The Tenderer shall submit the downloaded Tender Document without any change/addition/deletion/modification. If any change/addition/deletion/modification is detected, the tender shall be rejected and the Earnest Money Deposit (EMD) shall be forfeited. Even after the award of the tender, if any change/ addition/deletion/modification is detected, the order/award will be cancelled and the EMD or Security Deposit as the case may be, of the Tenderer will be forfeited and their name will be blacklisted from participating in subsequent tenders. Besides, they may also be prosecuted.

2.4 A declaration shall be given by the Tenderer along with the tender in the format given in **Annexure-I**.

3. TENDER FEE

The Tender Fee shall be Rs. 25,000 (Rupees Twenty Five Thousand only). The Demand Draft/Pay order of Rs. 25,000 (Rupees Twenty Five Thousand only), shall be submitted to the Directorate one day before opening of the technical bid. The bidders shall be considered non-responsive if the tender fee is not submitted to the Directorate before specified date and time. The DD/Pay order should be drawn from any one of the Scheduled Banks in favour of "Director, Basic Education, Uttar Pradesh" payable at "Lucknow". The Tender Fee is non-refundable.

The Tenderer shall bear all the cost associated with the preparation and submission of tender to the Directorate. The Directorate will in no way be responsible or liable for these charges/ costs incurred regardless of the conduct or outcome of the tender process.

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4. GENERAL INSTRUCTIONS

- a. The Tenderers are requested to go through the instructions, specifications, terms and conditions given in the Tender Document. Failure to furnish all required information in every respect will be at the Tenderer's risk and may result in the rejection of the tender.
- b. The Tender Document as well as all correspondence and tender related documents shall be in English language only.
- c. On submission of tender, it shall be deemed that the tenderer has satisfied itself about correctness and sufficiency of the bid and "Price" quoted in the Bid covers all its obligations and are binding upon the bidders.
- d. It must be clearly understood that the terms and conditions and specifications are intended to be strictly enforced and adhered to. Quality of Socks inferior to the specifications as specified in **Clause-6** of this Tender Document shall not be acceptable.
- e. The Tenderer shall be fully and completely responsible to the Directorate/Government of Uttar Pradesh for all the deliveries and deliverables as per tender condition at Delivery Points in each concerned District, in the state of Uttar Pradesh. List of Delivery Points is annexed at **Annexure-XI** to this Tender Document.
- f. No escalation of "price" shall be permitted throughout the period of Agreement relating to supply of Socks at Delivery Points on account of any reasons whatsoever.
- g. The Tender Committee shall scrutinise the documents of the Tenderer uploaded on tender portal <https://etender.up.nic.in> and the decision of the committee in this regard shall be final and binding upon the Tenderer.
- h. The Tenderer shall have to provide an Address of Correspondence with e-mail, so that the intimation sent to him on this address through post or e-mail or Fax shall be considered as proper intimation.
- i. The quantity of pairs of Socks given in the Tender Document may vary during the procurement/supply process i.e. at any point of time. In such case, it shall be communicated to the successful bidder(s) on his registered address by post or through e-mail or Fax.
- j. The Directorate may at any time by notice in writing to the Tenderer either stop the process of procurement/supply of Socks altogether or reduce or cut down the quantity. If the above process of procurement/supply of Socks is stopped altogether, the Tenderer will only be paid for quantity of Socks supplied till that time, on which such notice is intimated to him. In this case, the decision of Directorate shall be final and binding on the Tenderer. The Tenderer will not be paid any compensation



5.1 Any Tenderer may e-mail on socksetender@gmail.com and seek clarifications from the Directorate in respect of the bidding documents through their e-mail from Date 18-05-2020, 18:30 hrs to Date 22-05-2020 at 15:00 hrs as per instructions/informations given in the e-Tender Documents. No query shall be entertained before or after the stipulated period as mentioned above.

5. PRE BID CLARIFICATIONS

- whatsoever for the loss which he might have made if he had been allowed to complete all the work included in the Agreement.
- k. The Tenderer shall indemnify the Directorate against all third party claims of infringement of patent, royalty's trademark or industrial design rights arising from use to the Socks or any part thereof.
- l. In case of any ambiguity in interpretation of any of the provisions of this Tender Document, the decision of Directorate shall be final.
- m. Before the last date for submission of e-Bids, the Directorate/Government reserves the right to amend any of the tender clauses, wherever it is felt that such an amendment is absolutely necessary which shall be published through corrigendum on e-Tender portal <https://etender.up.nic.in>.
- n. It is the responsibility of the tenderer to verify the amendments, if any from the e-Tender portal.
- o. The tenderer should submit a certificate regarding the non employment of child labour in their firms, companies or manufacturing units etc. duly signed by the authorised person.

6. SPECIFICATIONS OF PLAIN KNITTED NYLON SOCKS

SCOPE: Specification for Plain Knitted Nylon socks – Brown coloured as per IS-5084:1990 or latest. Elastic yarn having an elongation not less than 450 percent shall be used for laying-in the top portion of the socks. The socks shall be knitted on circular knitting machines. The top of the socks shall be knitted in plain stitches with elastic yarn.

Specifications of Socks

PARAMETERS / Requirements of Nylon Yarn

Sl.	Characteristic	Requirement
1.	Tenacity.g/tex (g/d)	32 – 45 (3.5 to 5)
2.	Elongation at break	25 to 30%
3.	Minimum colour fastness	
	a) Light (change in colour)	4
	b) Washing: Test	4
	Change in colour	4
	Staining of adjacent fabric	4
	(c) Perspiration, acid & alkaline	
	Change in colour	3
	Staining of adjacent fabric	3
	(d) Rubbing	
	Dry	4
	Wet	4

Size of Socks

Category	Class	Age	Size of Socks for Boys	Size of Socks for Girls
I	1-3	6-9	According to Class and Age.	According to Class and Age
II	4-6	9-12	According to Class and Age.	According to Class and Age
III	7-8	12-14	According to Class and Age.	According to Class and Age

7. ELIGIBILITY CRITERIA

- 7.1 (a) Tenderer : The Tenderer should either be:-
- Firm : (i) Proprietorship firm, or (ii) Partnership Firm registered under Indian Partnership Act, 1932, (iii) Limited Firm engaged in manufacturing of Socks for the past three financial years (i.e. **2016-17, 2017-18 and 2018-19**) as on **31.03.2019**.
 - Company : (i) Private Limited Company, or (ii) Public Limited Company registered under Companies Act, 1956/2013, engaged in manufacturing of Socks for the past three financial years (i.e. **2016-17, 2017-18 and 2018-19**) as on **31.03.2019**.
 - For the purchasing process of socks and suppliers, the firm/company must be manufacturer/OEMs.
 - Consortium is not allowed.

- (b) The Tenderer should provide the relevant certificates of incorporation/certificate of commencement of business/certificate of concerned Director of Industries/Concerned competent authority.
- (c) All Bidders should be doing business in India for the last 3 years as on **31-03-2019**. The copy of relevant document as proof of doing business in India for the financial years **2016-17, 2017-18 and 2018-19** should be submitted.

- (d) Multiple Bidding is not allowed.

- (e) It shall be the responsibility of the Bidder to establish its eligibility and submit all relevant documents in this regard.

- (f) The Tenderer should provide Authorization letter/Power of Attorney for the Authorized Signatory authorized by the Chairman and Managing Director/Board of Directors of the Bidding Company/Competent authority of the company/firm as per the format enclosed as **Annexure II**.

7.2 The average annual Turnover of the tenderer shall not be less than:-

- (a) Rs. 25 crores (Rupees Twenty Five Crores) in the case of bidding for School Socks during last three financial years (i.e. FY **2016-17, 2017-18 and 2018-19**) as reflected in the audited balance sheet.

- (b) Annual turnover certificate must be certified by the Statutory Auditor or Chartered Accountant, as the case may be, in the format given in **Annexure-III**. The copies of audited balance sheet and profit and loss account for the last three financial years **2016-17, 2017-18 and 2018-19** should be enclosed. For avoidance of doubt it is made clear that in case Bidder is a Proprietorship Firm/ Partnership Firm, Annual Turnover Certificate shall be certified by Chartered Accountant and in

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case Bidder is Company, Annual turnover certificate shall be certified by Statutory Auditor.

7.3 **Net Worth:** Net worth is the difference between the assets and liabilities of a firm / company. The tenderer should have a positive Net Worth and the relevant certificates by the Chartered Accountant/Statutory Auditors should be enclosed in the Technical eBid.

7.4 **Minimum Quantity:**
The Tenderer should offer for supply of not less than 25% Socks (i.e. $3,20,00,000 \times 25\% = 80,00,000$ pairs of Socks) to be supplied in 60 days. The tenderer has to supply the Socks according to the gender and size of the child as per **Annexure-X**. This ratio/ proportion is indicative in nature and the actual number for supply may vary as per requirement.

7.5A **Non-Eligibility:**
7.5(i) eBids of those Bidders, who are not complying with any of the terms prescribed in this Tender Document shall not be considered.
(ii) eBids of those Bidders against whom any criminal case is pending before Court of Competent Jurisdiction or who have been convicted by Court of Competent Jurisdiction shall not be considered.
(iii) eBids of those Bidders, who are found to be involved in theft or in non-payment of Government dues or taxes, will be outrightly rejected and will not be considered for the opening of Financial eBid.
(iv) The eBids of those Bidders, who have been blacklisted or debarred by Central Government or any State Government Authority or any State Government or any State Government Authority, shall not be considered.

Explanation: For the purposes of this clause:
(i) If Proprietor of Proprietary Firm or any partner of Partnership Firm or any Director of a Company is convicted by any Court of Competent Jurisdiction, it shall be deemed that such Proprietary Firm or Partnership Firm or Company, as the case may be, has been convicted.
(ii) If any criminal case is pending against Proprietor of Proprietary Firm or any partner of Partnership Firm or any Director of a Company, before any Court of Competent Jurisdiction, it shall be deemed that criminal case is pending against such Proprietary Firm or Partnership Firm or Company, as the case may be.

7.5B The Tenderer shall provide the undertaking on their official letterhead duly signed by the competent authority

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7.8.1 Should have a valid GSTIN Registration Certificate. Copy of the same should be enclosed.

7.8.2 Should enclose the copy of audited balance sheet of last three financial years i.e. **2016-17, 2017-18 and 2018-19** duly certified by the Statutory Auditor or Chartered Accountant, as the case may be.

7.8.3 Should furnish Sales/Trade/Commercial/Central Excise/Central Sales/Trade tax assessment documents (whatever and wherever it is applicable) for the financial years **2016-17, 2017-18 and 2018-19**.

7.8.4 The Tenderer should have satisfactorily executed any supply contract with any Department of Government/Boards/ Local Bodies/ Universities, for having delivered supply of Socks/Footwears (shoes, socks, chappals and sandals) to at least 150 designated locations against a single contract of not less than Rupees 05 crores during the preceding three years i.e. 2016-17, 2017-18 and 2018-19. The Tenderer should furnish details as proof of above experience.

7.8.5 Shall furnish 03 identical samples of each category of size as specified in Clause 6 of this Tender Document along with EMD and Tender Fee as mentioned earlier.

7.8.6 The Directorate is not liable to any claim from the Supplier on account of fresh imposition and/or increase (including statutory increase) of GST and other applicable taxes on raw materials and/or components used directly or indirectly in the manufacturing and supply of the Socks during the period of Agreement.

8. SUBMISSION OF e-TENDER

a) The e-Bids prepared by the Bidders shall comprise the following components;


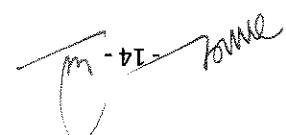


- i) Technical Bid
- ii) Financial Bid

The Bidders shall furnish, as part of Technical Bid, Documents establishing the Technical qualifications to perform the Tender. The Bidders should, electronically in the PDF format, submit the documentary evidence in support of the information furnished. It is suggested that the PDF file should be made in grey scale using the minimum readable approximate resolution so that the size of the file is minimized for fast uploading on the e-Bid portal.

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- c) The Tenderer shall also submit **03 identical samples** of One pair of Socks **each category of size** as per specifications mentioned in Clause-6 of this Tender Document to the Directorate along with Tender Fee and EMD amount one day prior to the opening of the Tender.
- d) The samples should be packed in a cardboard box before keeping them in the outer cover. The Tenderer should tag/Print the firm's/company's name on the samples for identification along with the content as specified in the clause-13 (special terms) of this Tender Document . These samples should satisfy all the technical specifications as specified in this Tender Document.
- e) The samples should have been tested from any Govt Laboratory and their test report as per **Annexure-IV (T3)** shall be submitted along with the Technical eBid.
- f) The Technical eBid shall not contain any indications of the price; otherwise, the eBid shall be rejected.
- g) Format and Signing of e-Bids
 - The Bidder shall prepare one electronic copy for the eBids. Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person authorized to sign the eBids before converting them into PDF and uploading them as bidding documents shall also sign all the pages/documents of the eBid.
- h) Submission of e-Bids
 - The eBid Submission module of eTender portal <http://etender.up.nic.in> enables the bidders to submit the eBid online against the eTender published by the Directorate. eBid Submission can be done only from the Bid Submission start date and time till the eBid Submission end date and time given in the eBid. Bidders should start the eBid Submission process well in advance so that they can submit their eBid in time. The Bidders should submit their eBids considering the server time displayed in the eTender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the eTender schedule. Once the eBid submission date and time is over the Bidders cannot submit their eBid. For delay in submission of eBids due to any reasons, the Bidders shall only be held responsible.
 - After successful submission of eBids, a page giving the summary of eBid submission will be displayed confirming end of eBid submission process. The Bidder can take a

printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

j) Deadline for submission of e-Bids

e-Bids must be submitted by the Bidders on eTender portal <http://etender.up.nic.in>, not later than the date and time specified in this eTender document.

k)

Late e-Bids

The server time indicated in the Bid Management window on the eTender portal <http://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her eBid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

l) Receipt and opening of e-Bids by the purchaser

Bidders are advised to submit their eBids in 'Two-Bid' system with Technical and Financial bids separately on eTender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on eTender portal, the e-Bids will be opened by members of Tender Committee in the office of Directorate, Lucknow.

8.2 Documents to be furnished in the Technical eBid

i. The Technical eBid format is given in **Annexure-IV**. The Technical eBid is to be submitted along with the tenders covering letter as given in **Annexure-V**. The supporting documents/information to be submitted in the Technical eBid are mentioned in the **Checklist** given in Clause-21. Checklist should be completely filled and enclosed with the Technical Bid. The Technical eBid of those tenderers shall not be opened whose tender fee and EMD has not been submitted in the Directorate before opening of Technical eBid.

8.3 Details to be furnished in the Financial eBid

a The Bidder shall quote a fixed price in the Financial eBid format given in Annexure VI. The Bidders are required to submit their Financial e-Bid (BoQ) online on the e-Tender portal on xls format only.

b The "Price" quoted shall be in Indian rupees (INR only). The "Price" offered, must remain fixed and must not be

15th June



subject to any escalation for any reason whatsoever within the period of Agreement.

The "Price" shall be quoted in Rs.Ps.(INR) upto two decimal places. "Price" quoted in more than two decimal places will be ignored. No rounding off will be considered.

The Financial eBid shall contain a net price for One pair of Socks as "Socks Price" to be supplied, as applicable in the case. The Tenderer has to submit a single price of a One pair of Socks. The "Price" (inclusive of all taxes applicable) should be quoted both in words and figures. In case of differences between words and figures, the "Price" quoted in words shall prevail. The "Price" quoted by the Bidder shall include cost and expenses on all accounts including all the taxes including GST etc. viz. cost of Socks, all the materials, tools methodologies and technique in the implementation, manpower, supervision, administration, overheads, travel, lodging, boarding, stacking and counting charges at Delivery Points, in-station & outstation expenses, transport, CIF, sample testing charges and tagging/printing/stamping charges and any other cost involved in the supply of Socks upto Delivery Points of concerned Districts including the warranty cost.

As the Socks will be delivered at Delivery Points as per **Annexure-XI**, the Tenderer should make necessary arrangements for supply, unloading, stacking and counting at the Delivery Points. The Tenderer may take the above mentioned cost components into account while making its Financial eBid.

The eBid is liable for rejection if Financial eBid contains conditional offers/ partial offers and in such case, the EMD of Bidder shall be forfeited.

The Financial Bid shall be signed and stamped by the authorized signatory in all pages.

Financial eBid for lesser quantity than minimum required shall be rejected forthwith and EMD of Bidder shall be forfeited. The "Price" quoted in such eBids shall not be reckoned with the financial bids of other Tenderer.

The Financial Bid should not have any cutting, overwriting or application of white fluids.

8.4 Rectification of Errors

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Errors
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Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections/alterations/modifications in the quoted price will be entertained after the LAST DATE of submission of bid as mentioned in clause **8.1(h)**. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall prevail.

8.5 No Amendment in bids

No Correction/alteration/modification will be allowed after Submission of bid.

9. OPENING OF TENDERS

9.1 Tender opening

h) The bid shall be opened, in two sessions, in the presence of Bidder's representatives (maximum two) who choose to attend the bid opening sessions on the specified date, time and address. The Bidder's representatives who are present shall sign a register evidencing their attendance. The representatives of Tenderers who attend the tender opening must produce their identification proof and authorization letter from the Tenderer.

i) The tender committee shall see the following:

- I. The Bids uploaded in time shall only be opened.
- (a) If DD/pay order of Rs.25000/- for Tender Fee is not received at Directorate before opening of the Technical bid, the bid shall not be opened.
- (b) If EMD amount is not received at Directorate before opening of the Technical bid, the bid shall not be opened.
- (c) The supporting documents/information required in the Technical bid along with the checklist shall be examined and cross checked wherever required.
- II. 03 Identical samples of One pair of Socks of each category of size alongwith their test reports from the Govt Laboratory is enclosed and sample details in the format prescribed in the technical bid format (T3).

9.2 Evaluation of Technical bid

a) Bidders need to fulfill all the eligibility conditions mentioned in this Tender Document. Tender committee will examine the bids to determine whether they are complete, whether

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the bid format conforms to the Tender Document requirements, whether documents have been properly signed and stamped, whether the bids are generally in order and whether the manufacturing capacity conforms to the criteria mentioned in **Clause 7.6**

b) Technical bids of Bidders, which does not meet the set criteria shall be rejected forthwith.

c) The Tender Committee reserves right to cross verify documents/information uploaded by the Bidders.

d) Conditional bids with material deviations, reservations and omissions shall be treated as non-responsive.

e) After the completion of the evaluation of Technical bid, the qualified Bidders will be called/intimated in writing/e-mail for the Financial bid opening.

10. OPENING OF FINANCIAL BID

a) The date, time and venue of opening of Financial bid will be intimated separately to the technically qualified tenders in writing/e-mail.

b) The Financial bid will be opened on the intimated date, time and place in the presence of the Tenderers or their authorized representatives (maximum two) who choose to be present. The Bidder's representatives who are present shall sign a register evidencing their attendance. The representatives of Tenderers who attend the tender opening must produce their identification proof and authorization letter from the Tenderer.

10.1 Evaluation of the Financial bid

In Financial bid evaluation the following procedure will be adopted.

- L1 will be determined separately for Socks.**
- a) The evaluation shall be based on Price quoted by Tenderers inclusive of all taxes and duties and other charges mentioned in **clause-8.3 (d)**.
- b) The financial quotes of the Lowest Bidder shall be notified as L1. L1 will be offered contract for the quantity quoted in his offer in the technical Bid or maximum 40% of total supply, whichever is lower, subject to his capacity, but not less than 25% of the total supply of Socks.
- c) For the remaining quantity to be allotted, the next responsive tenderer (L2) will be offered to supply Socks at the rate of L1, subject to his capacity, but not more than 20% of the total supply of Socks.
- d) For the remaining quantity to be allotted, the next responsive tenderer (L3) will be offered to supply Socks at the rate of L1, subject to his capacity, but not more than 20% of the total supply of Socks.

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13. SPECIAL TERMS

- a. The Socks supplied under this Tender shall be covered by comprehensive warranty against any defect for a period of one year (12 months) from the date of complete supply at the Delivery Points.
- b. The Supplier shall be liable to provide Socks in good condition upto the Delivery Points and it shall be liable to make good the loss by replacing the Socks found defective during the warranty period free of cost to the beneficiaries.
- c. The Supplier is liable for replacing the faulty Socks due to any defects within 15 days after intimation of defects to the Suppliers.
- d. In case of failure to comply with the condition (c) mentioned above, Supplier will be liable to the deduction of 10% (from the total payment amount due or security deposit amount, as the case may be) of the "Price" of all the faulty Socks which are to be replaced.

12. WARRANTY PERIOD

The Bid Validity period shall be 180 days from the last date of submission of eBid. This period may be further extended upto 60 days by the Bidder on the request of the Purchaser. In case the Bidder fails to extend the Validity Period his EMD shall be refunded by the Purchaser.

11. PERIOD OF VALIDITY OF BID

- e) If the quantity still remains to be allotted, the above process will be repeated for the next responsive tenders such as L4, L5 and so on.
- f) The price quoted by L1, if not found reasonable according to the market price, may be negotiated by the Tender Committee, after obtaining approval by the Government. If L1 reduces the price to the desired (reasonable) level, the same will be reported to the Government and after the approval of the Government contract may be placed on it but if it does not agree, then further action like re-tendering etc. may be decided by the Tender Committee/Government depending on the merits of the case.

**14. ACCEPTANCE OF TENDER / AWARD
OF TENDER, PAYMENT OF SECURITY
DEPOSIT AND EXECUTION OF
AGREEMENT**

- a) Tagging/Printing/stamping shall be done on the Socks to be supplied as mentioned below:
- This content shall be mentioned in the Agreement which shall be executed between the Government and the successful tenderer(s).
- b) The Government reserves the right to recover any dues as per Applicable Laws from the Supplier which is found on a later date during the audit after final settlement is made to them. Accordingly, the Supplier is liable to pay such dues to the Government.

- 14.1 Acceptance of the tender:**
- The final acceptance of the tender is entirely vested with the Tender Accepting Authority i.e. the Government of Uttar Pradesh, who reserves the right to accept or reject any or all of the tenders in full or in part without assigning any reasons.

- 14.2 Letter of Intent (LOI):**
- a) After the approval of the tender by the Government of Uttar Pradesh, the Director will issue Letter of Intent (LOI) only to the Successful Tenderer(s).
- b) LOI will be issued for the entire quantity allotted to the Successful Tenderer(s) with instructions to furnish the Security Deposit amount and execute Agreement for the entire quantity of Socks allotted/offered to the Successful Tenderer(s).
- c) The Successful Tenderer(s) shall have to furnish his acceptance in writing to Directorate within three working days of issue of LOI.
- d) After issue of Purchase order, the Successful Tenderer(s) shall have to supply the entire quantity of Socks allotted to him at the delivery points within 60 days from the date of LOI and he shall have no right to withdraw the tender or claim higher price.

14.3 Payment of Security Deposit (SD):

- a) The Successful Tenderer will be required to furnish Security Deposit equivalent to 10% (ten percent) of the "Contract



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Price" in the form of unconditional and irrevocable Bank Guarantee of Scheduled Bank valid till eighteen months from the date of signing of Agreement in favour of Director, Basic Education, Uttar Pradesh, Lucknow within 5 working days from the date of issue of LOI. Bank guarantee shall be furnished in the bank guarantee format given in

ANNEXURE-VII .

- b) The Security Deposit, shall be forfeited if a Supplier fails to sign the Agreement within specified time.
- c) The Security Deposit may be forfeited for non-adherence of any of the tender conditions and for the non-supply of ordered quantity either in full or in part thereof within stipulated time.

14.4 Execution of Agreement:

- a) The Successful Tenderer(s) is/are required to execute Agreement for the supply of Socks on Non-Judicial stamp paper of appropriate value within 5 working days from the date of issue of LOI issued by the Directorate.
- b) The Successful Tenderer shall not assign the tender, the benefit or burden thereof to any other person or persons or corporate body for the execution of the tender or any part thereof. The Government reserves its right to cancel the purchase order either in full or in part, if any of the condition is violated.
- c) The Successful Tenderer shall have to provide samples at the time of execution of Agreement. The number of samples to be provided shall be 03 times to the number of blocks/nagar kshetra allotted to him. These samples shall be Tagged/ Printed/ stamped with the name of the firm/company and shall be marked as "SAMPLE".
- d) The cost of sample testing according to the number of samples to be tested in each concerned delivery point shall be deducted at source at the time of payment.

14.5 Issuance of Purchase Order:

After approval of tender by the Tender Accepting Authority, Deposit of Security Money and signing of Agreement, the Tender Committee will prepare a panel of successful tenderers and allot districtwise blocks/nagar kshetra to them for supply of Socks keeping in view their capacity as accepted by the Tender Committee. The panel along with the list of Districtwise blocks/nagar kshetra will be issued by the Directorate within 3 days after signing of the Agreement with instructions to Basic Shiksha Adhikari to issue purchase order accordingly. Concerned Basic Shiksha Adhikari will issue purchase order within 3 days to the Supplier as per the panel

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 - Middle right: A signature.
 - Middle left: A signature with the date "21-11-2017" written below it.
 - Bottom left: A signature.

sent by the Directorate. The supply and payment will be based on the Purchase Order. Purchase Order will be sent by registered post/e-mail.

14.6 Refund of Earnest Money Deposit:

The Earnest Money Deposit amount of the unsuccessful Tenderers will be refunded without any interest within one month after the Agreement with the Successful Tenderers.

14.7 Supply:

a) Entire supply of the ordered Socks, as per the specifications given in this Tender Document shall be completed within 60 days from the issue of LOI.

b) The complete supply of Socks for one block/nagar kshetra shall be made in one consignment.

c) Each One pair of Socks should be Tagged/printed/stamped with the name of the company for convenience.

d) Tagging/Printing/stamping shall also be done on Socks to be supplied as specified in the special terms of this Tender Document.

e) The Socks will be delivered at the Delivery Points in good condition in working hours and the unloading and stacking charges shall be borne by the Supplier. Safe transport and unloading as well as proper stacking and counting of Socks at the Delivery Points shall be the responsibility of the Supplier. Socks which suffer Transport damages and mutilations, if any, shall be replaced by the Supplier at its own cost.

f) The Block Education Officer (BEO) /Nagar Shiksha Adhikari(NSA) of the concerned block/nagar kshetra shall be responsible for receiving the Socks. The Supplier shall take the receipt for the same in two copies and shall attach one copy of the above receipt also along with the bill raised to the concerned Zila Basic Shiksha Adhikari.

14.8 Insurance

The delivery of Socks in good condition to the Delivery Points is the responsibility of the Supplier only. Insurance, if any, is the Supplier's responsibility.

15. PAYMENT TERMS

a) No advance payment will be made.

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- b) The Supplier shall submit the bills block wise to the Zila Basic Shiksha Adhikari of the concerned districts after delivery of Socks at Delivery Points, who will process the bills after verification of Socks supplied by the Supplier and found to be conforming with the specifications given in the Tender Document. The bills raised by the Supplier shall be in the name of the concerned Zila Basic Shiksha Adhikari (BSA).
- c) The District Magistrate (DM) shall form a committee for collection and sealing of the sample of Socks from the Delivery Points. The Committee will collect the samples within three days from the supply of Socks at the Delivery Points. Arrangements will be made to send the sealed samples of Socks to Govt testing laboratories for testing purpose and based on the satisfactory reports of testing laboratories, the bills of the Supplier will be processed.
- d) Sample testing of the Socks of each size supplied at the Delivery Points shall be done within a period of 21 days from the date of delivery at Delivery Points. 03 pairs of Socks of each category shall be retained at the block/nagar kshetra level, out of which 02 pairs of Socks of each category shall be sent to any Govt testing laboratory nominated by the State Government for testing the quality as per specifications of the Socks, while the third one pair of Socks shall be kept in a sealed cover at block / nagar kshetra level. Testing of Socks shall be managed by the Purchaser and the cost of testing will be borne entirely by the Supplier.
- e) If according to the laboratory reports, the samples of Socks are found to be conforming with the prescribed specifications, the DM/BSA shall process the bills for payment. The DM/BSA shall make the payment within 30 days of receiving the test reports from the laboratory or the receiving of bills from the Supplier, whichever is later.
- f) If according to the laboratory reports, the prescribed specifications are not met, the Supplier shall have to replace all the Socks pertaining to that particular block/nagar kshetra within 15 days of such intimation. The Supplier shall bear all the expenditure on its own required for collection of Socks from the schools and supply of replaced Socks to the schools. The Purchaser shall have no liability on this account.
- g) The Supplier shall provide information regarding the bank account such as Name of Bank, account number, IFS code, PAN Number etc., into which the payment is to be made against the bills raised by him through Direct Credit (DC).
- h) While claiming payment, the Supplier has to certify that the payment being claimed is strictly in terms of the Agreement and all the obligations on the part of the Supplier for claiming this payment has been fulfilled as required under the Agreement.

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 23-11-2019
 [Signature]
 [Signature]

16. PENALTY CLAUSE

a) If the Supplier fails to deliver the Socks within the period of supply specified, the Directorate shall impose a penalty to be levied and deducted from the payment against the bills in the following manner:

Week of Delay	Penalty Imposed
First week	1% value of the delayed quantity.
Second week	2% value of the delayed quantity.
Third week	3% value of the delayed quantity.
Fourth week	5% value of the delayed quantity.

If the Supplier still fails to deliver the Socks, even after the fourth week, the Directorate may exercise the option of termination of Agreement and forfeiture of the Security Deposit amount. For avoidance of doubt, it is made clear that for calculation of Penalty "part of the week" shall be treated as "full week".

b) The Director shall have the right to cancel the order partially or in full and entrust the supply orders to another Tenderer at the risk and cost of the Supplier, if the supply is delayed beyond 4 weeks after the due date. The additional cost incurred in such an event will be recovered from the Supplier who fails to supply in time. This shall be without prejudice to the levy of penalty indicated in clause (a) above. The Supplier is bound to pay the consequential loss, if any, sustained by the Directorate.

c) The Director shall decide and resolve any dispute regarding supply and payment between the district authority and the Supplier. The Government will have the right to blacklist the Supplier for any breach of terms of Agreement at any point of time.

d) In case of failure of executing agreement or back out even after rates are found lowest one in tender, penalty clauses shall be as follow:-

- I. Earnest money Deposit shall be forfeited.
- II. Tenderer shall be blacklisted.
- III. Tenderer will be liable for legal action/FIR may be lodged, for creating hurdle in public cause and sabotaging Government scheme.
- IV. The difference of amount paid for supplied goods, resulted due to back out of the Bidder found at the lowest rate of supply, will be recovered from the back out Bidder as land-revenue.

e) After the agreement if Supplier fails to supply the ordered quantity in full and in specified time, the security money deposited by the Supplier shall also be forfeited in addition to above clause I to IV.

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18.1 (a) To use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Bidding, Contracting and performance thereto,

18. Code of Integrity for Tenderers

The Purchaser may by written notice, with a notice period of 07 days sent to the Supplier, may terminate the Agreement, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience and the date upon which such termination becomes effective.

17.3 Termination for Convenience:

The Purchaser may at any time terminate the Agreement by giving written notice with a notice period of 07 days to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier. Provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

17.2 Termination for Insolvency:

In the event the Purchaser terminates the Agreement the Purchaser may procure, upon such terms and in such manner as it deems appropriate, the Socks similar to those delivered and the Supplier shall be liable to the Purchaser for any additional costs for such similar Socks.

a) The Purchaser may, without prejudice to any other remedy for breach of terms of Agreement, by written notice of default with a notice period of 07 days, sent to the Supplier, terminate the Agreement (i) if the Supplier fails to deliver the Socks within the time period specified in this tender, or within any extension thereof granted by the Purchaser; or (ii) if the Supplier fails to perform any of the obligation(s) under the terms of Agreement; or (iii) if the Supplier, in the judgement of the Purchaser, has engaged in fraudulent and corrupt practices in execution of the Agreement.

17.1 TERMINATION FOR DEFAULT:

17. TERMINATION OF AGREEMENT

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on the "Price".

the matter of clarity, Force Majeure shall not have any bearing

Purchaser shall remain firm during such extended period. For

However, the 'Price' quoted by the Bidder and accepted by the

Supplier may not be liable to pay penalty.

(d)

Force Majeure event was in existence. For this period the

Government for a period equivalent to the period for which

extended by the Directorate with the prior approval of the

In the event of Force Majeure, the delivery period may be

means for performance of the Agreement.

(c)

reasonably practical, and shall seek all reasonable alternative

to perform his obligations under the Agreement as far as is

directed by the Purchaser in writing, the Supplier shall continue

causes thereof within 03 days of such event. Unless otherwise,

notify the Purchaser in writing of such conditions and the

If a Force Majeure situation arises, the Supplier shall promptly

restrictions etc.

(b)

etc. and other events such as wars or revolutions, quarantine

limited to, acts of the nature such as fires, floods, epidemics

and not foreseeable. Such events may include, but are not

Supplier and not involving the Supplier's fault or negligence

Force Majeure means an event beyond the control of the

(a)

19. FORCE MAJEURE

track record as per format given in **Annexure-IX**.

shall provide the undertaking to that effect regarding its clean

practices, any other unethical business practices. The Tenderer

unsatisfactory past performance, corrupt or fraudulent

Bidder should not have been declared ineligible for

reasonable opportunity of being heard.

18.2

The Government or Directorate, as the case may be, shall

not debar a bidder unless such bidder has been given a

years.

(d)

Purchaser/Directorate for a period not exceeding 3 (three)

any procurement process undertaken by the

contract, the bidder may be debarred from participating in

respect of any procurement process or procurement

bidder has been forfeited by Purchaser/Directorate in

security or any substitute thereof, as the case may be, of a

Where the entire bid security or the entire performance

(c)

not exceeding 3 (three) years;

integrity prescribed, it may debar the bidder for a period

If Directorate finds that a bidder has breached the code of

prescribed.

(b)

for which an 'IntegrityPact' as per **Annexure VIII**, is

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e) If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 (thirty) days, Directorate may at its option terminate the contract without any claim of compensation.

20. JURISDICTION/DISPUTE RESOLUTION

20.1 If there is grievance of any kind, whatsoever, which arises between the Purchaser and the Supplier in connection with or arising out of the contract, the matter in the first place be referred to the Grievance Redressal Committee constituted by Government.

20.2 Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement shall be subject to the jurisdiction of the court at Lucknow. In case of dispute between parties (Purchaser and Supplier) the matter can be resolved through Arbitration under provision of Arbitration and Conciliation Act, 1996 as amended from time to time.

20.3 The Place of jurisdiction/settlement/arbitration shall be Lucknow.

21. CHECKLIST


Tenderer to fill in the Check list given below and submit it in the technical bid cover as Cover Page:

a. Tender Fee


S. No.	Description	Please State Yes or No in Writing	Bank name: DD/ Pay Order No.: DD/ Pay Order Dt.: DD/ Pay Order Amt.:
1.	Whether a Demand Draft/Pay Order of RS25000/- is enclosed?		

b. Part - I (Technical Bid)

S. No.	Description	Please State Yes or No in Writing	Bankname: DD/Pay Order /BG No.: DD/Pay Order/ BG Dt.: DD/ Pay Order /BG Amt.
1	Whether the tenderer has uploaded the Technical Bid ?		NA
2	Whether a letter of authorization / Power of Attorney for signing the tender document on Stamp paper as per format given in Annexure - II is uploaded?		
3	Whether profile of the tenderer is uploaded?		
5	Whether the information regarding technical specifications of samples submitted in the format given in Annexure-IV (T3) is uploaded?		
6	Whether the test report of samples tested from Govt Laboratory is uploaded?		
7	Whether Earnest Money Deposit of Rs. 64,00,500 (Rupees Sixty Four Lakhs Five Hundred only) for School Socks in the form of demand draft/Pay Order/ Bank Guarantee valid till 03 months drawn on a Scheduled Bank in favour of Director, Basic Education payable at Lucknow is enclosed?		



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8	Whether documentary proof of ownership of factory or workshop is uploaded?		
9	Whether duly attested Photostat copy of valid GSTIN Registration Certificates uploaded ?		
10	Whether VAT/Service Tax registration certificate(whatever and wherever it is applicable) is uploaded?		
11	Whether sales/ trade/commercial tax assessment documents for the financial years 2016-17, 2017-18 and 2018-19 is uploaded?		
12	Whether Certificate of Incorporation/ certificate of commencement of business uploaded?		
13	Whether Memorandum and Articles of Associations /Partnership Deed/ Board's Resolutions uploaded?		
14	Whether certificate of Director of Industries/relevant documents in proof of commencement of manufacturing/ sale of Socks is uploaded?		
15	Whether annual reports by the Statutory Authority/Auditor for the last three years (FY- 2016-17, 2017-18 and 2018-19) is uploaded?		
16	Whether the copies of the manufacturing /sale orders of the last three years (FY- 2016-17, 2017-18 and 2018-19) is uploaded?		
17	Whether statements of Statutory Auditor certifying annual turnover in manufacturing and sale of last three years has been uploaded as per Annexure - III including audited statement of accounts for last three years, as required in the technical bid.		
18	Whether certificate/documents in proof of manufacturing/supplying capacity of Socks per month of the manufacturer is uploaded?		
19	Whether relevant certificate for positive Net Worth is uploaded?		
20	Whether the tender document in original is duly signed and stamped in		NA
		Valid upto-	

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	each page by the authorized signatory?		
21	Whether details of past experience with any Department of Government/ Boards /Local Bodies/ Universities, for having delivered supply to at least 150 points against a single contract of not less than Rs. 5 crores, is uploaded?		
22	Whether a declaration is uploaded? Annexure -1		
23	Whether the certificate regarding non employment of child labour in the firm/company is uploaded?		
24	Whether the undertaking from the tenderer alongwith relevant documents regarding clean track record of the Tenderer as Annexure-IX is uploaded?		
25	Whether the duly filled, signed and stamped technical bid as given in Annexure-IV is uploaded?		
26	Whether Tender's covering letter duly signed by the tenderer as in Annexure - V is uploaded?		
27	Whether financial bid as given in Annexure-VI duly signed by the tenderer is uploaded?	NA	
28	Whether Integrity Pact in the form of Annexure - VIII is uploaded?		

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DATE:

SIGNATURE OF THE
TENDERER
WITH SEAL AND
ADDRESS

"I / we having office at
declare that the tender document has not been changed/ added/
deleted/modified in any manner. In case, if the same is found to be
changed/ added/ deleted/modified, I / we shall abide by all
conditions set forth therein".

DECLARATION FORM

Annexure-I

FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE TECHNICAL AND FINANCIAL BID
(On a stamp paper and duly attested by public notary)

Power of Attorney

Know all men by these presents on this the _____ day of _____, 2019, we

_____ (name and address of the registered office) do hereby constitute, appoint and authorize _____ Son/daughter of _____ Mr./Ms. _____

_____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to

do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Technical and Financial Bid for Tender Ref.no. _____,

including signing and submission of all the documents and providing information / responses to the Directorate, Basic Educator, U.P, representing us in all matters before GOP/ Directorate, Basic Educator, U.P, and generally dealing with Directorate, Basic Educator, U.P in all matters in connection with our bid for the said

Transaction. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall

always be deemed to have been done by us. For

_____ Accepted _____
(Name of Firm/Company)
With Seal of the Firm/Company

..... (Signature)

(Name, Title and Address of the Attorney)

Date:

Place:

(Notary)

(Should sign on the same date as above)

Annexure-III

ANNUAL TURNOVER STATEMENT FOR BIDDER(S).

The annual turnover of for the past three years in manufacturing and sale is given below and certified that the statement is true and correct.

SI.No.	Year	Annual Turnover (in manufacture and sale) (₹)
1.	2016-2017	
2.	2017-2018	
3.	2018 - 2019	
	Total turnover for 3 years	
	Average turnover per year	

Date:

Seal:

SIGNATURE OF THE TENDERER WITH SEAL AND ADDRESS

SIGNATURE OF THE STATUROR/AUDITOR/ CHARTERED ACCOUNTANT

NAME IN CAPITAL WITH REGISTRATION NUMBER.

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Annexure-IV

**TECHNICAL BID FORMAT
(TO BE FURNISHED IN PART - I COVER)**

T1 Profile of the Tenderer(s)

Sl. No.	Particulars	To be filled by tenderer
1.	Name of the Firm/Company	
2.	Date of incorporation/ registration/ Constitution	
3.	Registered office	
	Address	
	Office Telephone Number	
	e-mail Address	
4.	Full address of factory or workshop (with documentary proof of ownership)	
5.	Authorised Contact Person	
	Name	
	Landline Number	
	Mobile Number(1)	
	Mobile Number(2)	
6.	Authorized signatory	
	Name	
	Address	
	Telephone Number	
	Mobile Number	
	Email Address	

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 Email
 [Signature]

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S.No	Name of Bank(s) and branch(s)	Number	Date	Amount	Validity	Total Amount	

T2. EMD Amount

7.	Address of Correspondence for proper intimation	
8.	Registration Details	
	PAN/TAN Number	
	Whether certificate of registration from the central excise authority uploaded?	
	Local Sales/Trade tax registration Number (certificate of registration to be uploaded)	
	GSTIN Registration Number (certificate of registration to be uploaded)	
	CST Registration Number (certificate of registration to be uploaded)	
	Service Tax Registration Number (certificate of registration to be uploaded)	
	Whether sales/ trade tax assessment documents for the financial years 2016-17, 2017-18 and 2018-19 uploaded?	

SPECIFICATIONS OF PLAIN KNITTED NYLON SOCKS

SCOPE: Specification for Plain Knitted Nylon socks - Brown coloured as per IS-5084:1990 or latest. Elastic yarn having an elongation not less than 450 percent shall be used for laying-in the top portion of the socks. The socks shall be knitted on circular knitting machines. The top of the socks shall be knitted in plain stitches with elastic yarn.

Specifications of Socks

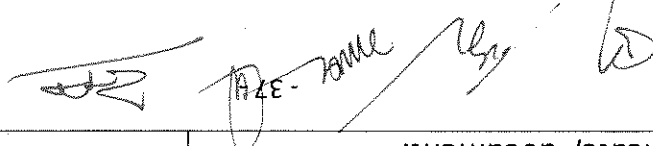
PARAMETERS / Requirements of Nylon Yarn

SI. Characteristic	Requirement	Tested as per Specification (Yes/No)
1. Tenacity.g/tex (g/d)	32 - 45 (3.5 to 5)	
2. Elongation at break	25 to 30%	
3. Minimum colour fastness		
a) Light (change in colour)	4	
b) Washing: Test	4	
Change in colour	4	
Staining of adjacent fabric		
c) Perspiration, acid & alkaline	3	
Change in colour	3	
Staining of adjacent fabric		
d) Rubbing	4	
Dry	4	
Wet	4	

Size of Socks

Category	Class	Age	Size of Socks for Boys	No. Of Samples	Size of Socks for Girls	No of Samples
I	1-3	6-9	According to Class and Age.		According to Class and Age	
II	4-6	9-12	According to Class and Age.		According to Class and Age	
III	7-8	12-14	According to Class and Age.		According to Class and Age	

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2.		Details about Experience
a) Date of commencement of the business of manufacturing of Socks.		
b) Whether certificate of Director of Industries/relevant documents in proof of commencement of manufacturing/ sale of Socks uploaded?		
c) Whether annual reports by the Statutory Authority/Auditor for the last three years uploaded?		
d) Name of the Tax Authority/ Statutory Authority who issued the certificate/ document.		

#	Description	To be filled by the tenderer
1.	Details about Incorporation	
	a) Date of incorporation/ registration/constitution	
	b) Nature of business incorporated	
	c) Whether Certificate of Incorporation/certificate of commencement of business uploaded?	
	d) Whether Memorandum and Articles of Associations /partnership deed/ board's resolutions uploaded?	

Tenders should furnish supporting documents to establish their Eligibility in the Technical Bid.

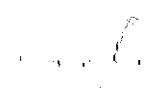
T6 Compliance with Eligibility Criteria

Please furnish Authorization letter/Power of Attorney for the Authorized Signatory authorized by the Chairman and Managing Director/Board of Directors of the Bidding Company / Competent authority of the company / firm

T5 Authorization letter/Power of Attorney

Please furnish the Test Report obtained from the Govt Laboratory of samples submitted with the Technical Bid.

T4 Test Report of Socks



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		5.	
Details about offered quantity		The quantity offered of Socks of each size. (Please quote both in words and figures)	
Total quantity offered in numbers:		No of Pairs of Socks	
a) Address of School Socks manufacturing / supplying unit.		b) Whether certificate/ documents in proof of manufacturing/ supplying capacity of School Socks uploaded ?	
c) Manufacturing capacity to manufacture Socks of given specifications per month.			
4.		Details about manufacturing / supplying capacity of Socks	
		Whether relevant certificate for positive Net Worth is uploaded	
3.2		Net Worth	
		Whether Statutory auditor's certificate for the annual turnover for the above mentioned financial years uploaded ?	
		b) Whether Audited Balance sheets, Profit and Loss Account statements for the above mentioned financial years issued by statutory auditor uploaded?	
		Whether relevant certificate for positive Net Worth is uploaded	
3.1		Details about Annual Turnover in manufacturing and sale.	
		e) Whether the copies of the manufacturing /sale orders of Socks of the last three years uploaded?	
		f) Whether details of past experience with any Department of Government/ Boards /Local Bodies/ Universities, for having delivered supply to at least 150 designated locations against a single contract of not less than Rs. 5 crores, is uploaded?	
		Year 2016-17	
		Year 2017-18	
		Year 2018-19	

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I/We have read and understood all the terms and conditions of the Tender Document and the Annexures thereto and agree to accept and abide by same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the Tender Document.

Authorized signature:
Name of the authorized person:
Designation:
Name of Tenderer:
Stamp of Tenderer:

Annexure-V

Tender's Covering Letter
(Letter should be submitted in Tenderer's Letter Head)

Date:.....

To,

The Director,
Basic Education, U.P.,
Vidya Bhawan, Nishatganj,
Lucknow.

Sub: Tender for supply and distribution of School Socks upto
delivery points under the Department of Basic Education,
Government of Uttar Pradesh.

Ref: _____

Dear Sir,

1. I/We have examined the tender for supply of Socks as specified in the Tender. I/We undertake to meet the requirements and supply of Socks as required and are set out in the tender document.
2. I/We attach our technical bid with EMD amount and financial bid in separate sealed covers and **03** identical tagged/printed/stamped samples of each category as required in the tender document, in full conformity with the said tender.
3. I/We have read and understood the provisions of tender and confirm that these are acceptable to us. I/We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. I/We undertake, if our bid is accepted, to adhere to the scope of work as specified in the tender or such modified plan as may subsequently be agreed mutually.
5. I/We agree to unconditionally accept all the terms and conditions set out in the tender document and also agree to abide by this bid response for a period as mentioned in the tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed, this bid response, together with your acceptance letter, shall constitute a binding agreement between us and the Directorate of Basic Education, U.P. Lucknow.

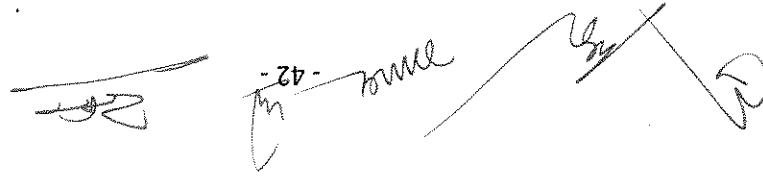
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Authorised signatory:
Name of the authorised person:
Designation: Name of tenderer and Stamp of Tenderer

6. I/We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Directorate of Basic Education is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Directorate of Basic Education as to any material fact.
7. I/We agree that the tender committee is not bound to accept the lowest or any bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the bids received without assigning any reason whatsoever.
8. It is hereby confirmed that I/we am/are entitled to act on behalf of the firm/company and empowered to sign this document as well as such other documents, which may be required in this connection.

**SIGNATURE OF THE
TENDERER
WITH SEAL AND
ADDRESS**



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I/We have read and understood all the terms and conditions of the Tender Document and agree to accept and abide by same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the Tender Document.

- 1) The tenderer has to supply the Socks as per **Annexure-X**. The Tenderer has to submit a price for one pair of Socks taking into account the different sizes of the Socks which he has to supply. Price Per One pair of Socks is inclusive of all taxes and duties and other charges as mentioned in clause- 8.3 (d) of Tender Document to be delivered at the delivery points anywhere in the state of Uttar Pradesh within 60 days.
- 3) The Bid is liable for rejection if Financial eBid contains conditional offers/ partial offers and in such case, the EMD of bidder shall be forfeited.
- 4) In case of discrepancy between the total price quoted in words and figures, the price quoted in words shall prevail.
- 5) Bids with any overwriting, cutting or fluid application shall be summarily rejected.


Particulars	Price per One pair of School Socks	(Rupees in words.....)
Total Cost inclusive of all Applicable Taxes/Charges as defined in Tender Documents	Rs.....	

(Amount in INR)

The Bidders are required to submit their Financial e-Bid(BOQ) online on xls format only given in the e-Tender portal.

FINANCIAL e-BID FORMAT

Annexure-VI

~~WZ~~ - 44 - mme ~~WZ~~ 

.....
(Signature of the authorised officer of
the Bank)
.....
Name and designation of the officer
.....
Seal, name and address of the
Bank/Branch

This Guarantee shall be valid until the closure of the project.

this guarantee and we hereby waive notice of any such change,
addition or modification.

Integrity Pact (IP)

(To be given on letter head of the Tenderer duly signed by the authority having legal power of attorney to bind the firm/company)

1. This Integrity pact (hereinafter called IP) is a fidelity agreement between the Tenderer (which include all their employees, agents, consultants and also their OEM, if any) on one hand and purchaser i.e. the Directorate of Basic Education, U.P. on the other hand.

2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Bidding, Contracting and performance thereto. Neither the Tenderer nor the Directorate of Basic Education shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelisation, collusion, which are not limited to, but also include the following:

(a) Collusive bidding: Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.

(b) Bid rotation: In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder (L1). The way in which bid-rotation agreements are implemented can vary.

(c) Cover Bidding: Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains

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special terms that are known to be unacceptable to the purchaser.

(d) Bid suppression: Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.

(e) Market allocation: Competitors carve up the market and agree not to compete for certain customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.


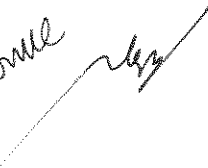


3. The Tenderer hereby agrees that he will not indulge in any such activity and will inform Director of Basic Education if any such activity is on. The Tenderer further agrees that he will not give bribe, speed money and gifts to any public official of Director of Basic Education and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.

4. The Tenderer hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non-cash both pre, during and post procurement action and inform the Director of Basic Education if any such event is unfolding for which Director of Basic Education on assessment of the issue will refer the matter to the concerned administrative authority.

5. In case of failure or default in terms of this IP the Authority will be subjected to actions prescribed under the Government Servant Conduct Rules/Discipline and Appeal Rules etc. including penal actions and prosecution, while the Tenderer will bear any or a combination of following penalties:

- (a) Cancellation of Contract
- (b) Forfeiture of all Bid securities
- (c) Suspension and/or banning the business dealings for period upto 03 (three) years
- (d) Any other administrative or penal actions as deemed fit.
- (e) Action under IPC/PC Act and other relevant laws of the country.

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6. It has been further agreed that the actions as aforesaid except that at 5(e) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the Directorate of Basic Education, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

7. It has been also agreed prescribing that within 30 (thirty) days of such orders passed by Directorate of Basic Education, the aggrieved Tenderer shall have the right to appeal to the Director, Basic Education, U.P., Lucknow and till the time a decision is taken on such appeal, the decision of Directorate of Basic Education would be in-force unless otherwise specifically ordered by the Principal Secretary/Secretary of the Administrative Department.

8. Agreed, accepted and signed on behalf of Tenderer on this day and year mentioned below and handed over to the concerned office of Director, Basic Education forming integral part of all the affairs and transactions with and in relation to Directorate of Basic Education.

Signature on behalf of Tenderer.....

Name and designation/capacity of signatory.....

Full address of the Tenderer.....

Seal and Stamp of the Tenderer

Place: Date:

To
 Director,
 Basic Education,
 U.P.

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[Handwritten signature]

(Signature of the Bidder)
Name
Designation
Seal
Date:
Business Address:

Your faithfully,

I have carefully gone through the Terms & Conditions contained in the tender document (No. _____) regarding supply of School Socks to students throughout the State of Uttar Pradesh. I hereby declare that my firm/company has not been debarred/blacklisted by any Ministry/Department of Government of India or State Government and also not been convicted or any criminal proceedings pending before the competent jurisdiction. I further certify that I am competent officer in my firm/company to make this declaration.

Sir,

The Director,
Basic Education,
U.P., Vidya Bhawan,
Nishatganj, Lucknow-226007

To,

Declaration Regarding Clean Track Record
(On Letterhead of the Firm/Company)
DATE:.....

Annexure-IX
Affidavite

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Class	Age	Size of Socks	No of Boys	Size of Socks	No of Girls	Total
1-3	6-9	10, 11, 12, 13 (C)	9, 10, 11, 12, 13, 1			
4-6	9-12	13 (C) 1, 2, 3, 4, 5	1, 2, 3, 4, 5,			
7-8	12-14	5, 6, 7	5, 6, 7			

Annexure-X

Annexure-XI

Delivery Points in each District





विकासखण्ड/नगर क्षेत्र की सूची

कृषि विकास खण्ड/नगर क्षेत्र की संख्या	विकास खण्ड/नगर क्षेत्र का नाम	जनपद का नाम	क्र.सं.
16	टकौली	आगरा	1
	बरीली अहीर		
	बिचपुडी		
	रामादपुर		
	खन्दीली		
	अछनीरा		
	फतेहपुर सीकरी		
	खैरगढ़		
	जानेर		
	सैया		
	फतेहगढ़		
	शमशाबाद		
	जौनपुर कला		
	मिनाहट		
	बह		
	एम०सी० आगरा सिटी		
10	रेका	फिरोजाबाद	2
	खैरगढ़		
	जयसामा		
	टुहला		
	नारदी		
	फिरोजाबाद		
	दयाल		
	सदरपुर		
	शिकोहाबाद		
	दी०ए० फिरोजाबाद		

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9	अलीगढ़	पटा	6
13	अलीगढ़ नगर अलीगढ़ जवा बालीस टपल खैर लीखा धनीपुर अकयाबाद गीडा इनालास बिजली गमदी अलीगढ़ी	अलीगढ़	5
11	टी 0200 महरा माट नौदडील राधा बन्देव महरा फरह गवर्धन नदगाव छाला चौमडू	महरा	4
10	मीनपुरी सिडी मीनपुरी हिरार किरावली सुलतानगंज खर किक्षनी अलाखा बरनाहल करहल	मीनपुरी	3

12	प्रतापगढ	बाबागंज कृष्णा कालाकाकर	17
11	कौशाभी	नारायण नारायण मदनपुर मदनपुर कडा सिवाय	8
10	फतेहपुर	नारायण फतेहपुर मलवा देवमंडू खजुडा अमौली हसवा मिटिया बडुआ देवियानी अमोहर हथाम विजयपुर धारा देवा	14
		नारायण देविया सैदाबाद प्रतापपुर धनपुर देवनागढ देवा मऊआडमा कौलहर देवा	

23	आजसगाढ	13
	<div style="display: flex; flex-direction: row-reverse;"> <div style="width: 40%; text-align: right;"> <p>आसपुर देवरा</p> <p>गाँवा</p> <p>पट्टी</p> <p>माराँरा</p> <p>होवाढ</p> <p>प्रतापगाढ सदर</p> <p>मान्सावा</p> <p>सडा सनिदका</p> <p>बाबा देवदराथ</p> <p>रामपुर सगासगाढ</p> <p>लसगापुर</p> <p>लावावा</p> <p>सानीपुर</p> <p>सिटी (प्रतापगाढ बेलडा)</p> </div> <div style="width: 40%; text-align: left;"> <p>जहानानाज</p> <p>पठनी</p> <p>सदियूव</p> <p>तडवरपुर</p> <p>सिवापुर</p> <p>मोहसदपुर</p> <p>रानी की सवाय</p> <p>पवई</p> <p>फौलपुर</p> <p>मारीनानाज</p> <p>अवरीलिया</p> <p>अहिली</p> <p>कायलसा</p> <p>पठनी</p> <p>मोहनार</p> <p>वेकभा</p> <p>रवा</p> <p>लावावा</p> <p>आजसगाढ</p> <p>बिलरियावाज</p> </div> </div>	

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	पूरनपुर		
	बानीखेड़ा		
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	अमरिया		
16	बरेली टाउन	बरेली	17
	मीरगंज		
	मीरपुरा		
	फतेहगंज		
	बयारा		
	शेरगढ़		
	रिहवा (Damkhoda)		
	बहेड़ा		
	दियौरीबैनपुर		
	भौला		
	फरीदपुर		
	भदपुरा		
	नवाबगंज		
	रामनगर		
	मझगावा		
	आलमपुर जाफरबाद		
	बदायूं सिटी		
	सहस्रवाज		
	दहगावा		
	बलीरगंज		
	दियौरी		
	इरलासनगर		
	आसफपुर		
	आम्बियापुर		
	सालारपुर		
	जाल		
	कादरवाक		





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	हरेया		
	विक्रम जाल		
	परसरासपुर		
	दुर्बलिया		
	गौर		
	कपानाज		
	रुधौली		
	सन्दीया गीयापुर		
	सामनगर		
	साकधाट		
	बहादुरपुर		
	बरनी सदर		
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16	टी०१० शाहजहांपुर	शाहजहांपुर	19
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	भावल खेडा		
	ददरौल		
	काठ		
	रिधौली		
	बुडा		
	पुवाया		
	खैर		
	निगही		
	तिलहर		
	वैलीपुर		
	खुदानाज कट्या		
	मिजापुर		
	जालगाबाद		
कानन			
	रु०१०१० धौलीमाल		
	बीसलपुर		

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	जयपुर		
	विशाल		
	बबक		
	कमलिन		
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	महुडा		
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	सिठवल		
	बासी		
	खैरहा		
	लौटन		
	उरका बाजार		
	सुमरियान		
	मनवापुर		
	खुनियाव		
	डुटा		
साथा			
	महदवल		
	बेलहर कला		
	हैसर बाजार		
	पौली		
	नाथनगर		
	सुमरियावा		
	बासी		

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	उतरीना		
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	विशेषकरना		
	पयामपुर		
	बिनी		
	बिवापुर		
	बिजिया		
	मिहीपुरवा		
	बलहा		
	नवावाज		
	हजूरपुर		
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	कौरा		
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	राठ		
	गोहाड		
	मोदहा		
	सुरका		
	सुभरपुर		
	नगर क्षेत्र		
	रामनगर		
	मऊ		

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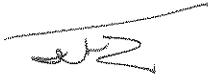


10	शियाव	अम्बेकरनगर	31	
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	नवाबज			
	तरबज			
	कपडुंडीह			
	मुजहना			
	पहरी कपाल			
	डडाही			
	इटियावाक			
	इलखरमक			
	परमपुर			
	करनैलज			
	कटरा बाजार			
	बलरामपुर नगर क्षेत्र			
	हरिया सतधवा			
	बलरामपुर			
पदपुडा				

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12	फौजाबाद टॉउन एरिया साहावल ऊदीली मबई हरिनाथ मिर्कापुर अमानागंज बीकापुर गोकन मायाबाजार मसीया पूराबाजार	फौजाबाद	33
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	कैमपीपराज		
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	लार		
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	भटनी		
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	बनकटा		
	भरुनी		
	बरहवा		
	सामपुर कारखाना		
	बैलगाव		
	पथरदेवा		
	देसई देवसिया		
	देवसिया सदर		
	तरकलवा		
	गौरी बाजार		
	सुलानापुर सिटी		
	धनपतनाज		
	दंडपुर		
	कैमपीपरा		
	कदपुर		
	बादली राय		
	लामुआ		
	भदैया		
	पुणोपी कंधवा		
	भानापुर		
	जयसिंहपुर		
	दरवापुर		
	कराडीकला		
कादीपुर			

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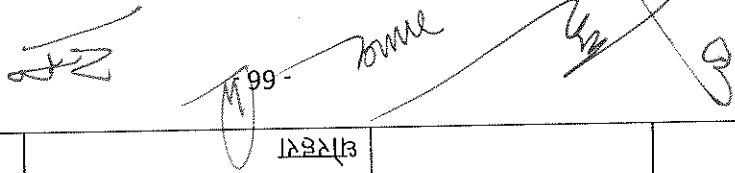
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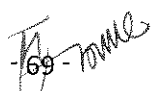

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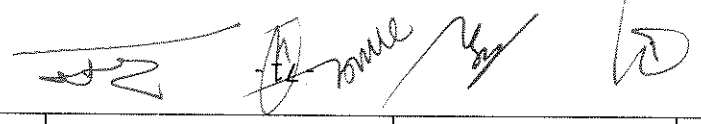






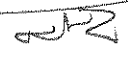




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धनापुर			

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अध्यक्ष
निदेशक, वैश्विक शिक्षा, उ०प्र०
डॉ० सर्वेन्द्र विक्रम बहादुर सिंह

(Signature)

सदस्य
उ०प्र० लखनऊ।
संयोजक, जीवन प्राधिकरण,
विश्व निदेशक,
संयोजक, लखनऊ

(Signature)

सदस्य सचिव
उ०प्र०, वैश्विक शिक्षा परिषद प्रयोगशाला।
प्रभाती सचिव,
विजय शंकर मिश्र

(Signature)

सदस्य
उ०प्र०, प्रयोगशाला।
वैश्विक शिक्षा निदेशालय
विश्व निदेशक (वैश्विक),
संयोजक, प्रजापति

(Signature)

सदस्य
सर्व शिक्षा अभियान, लखनऊ।
विश्वज्ञान्य परियोजना कार्यालय,
माधव जी विवासी

(Signature)

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	बडगाव		
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	चौगापुर		
	सिटी एरिया		
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	शाहगाव		
	खंडन		
	रामपुर		
	रामनगर		
	माडियाहू		

