

D-21018/1/2014-General-II
Government of India
Planning Commission

Yojana Bhavan, Sansad Marg,
New Delhi-1100 01, Date: 09/04/2014.

TENDER NOTICE

Subject: Invitation for online bids for supply of canteen equipments to Planning Commission.

Online Bids are invited under Rule 151 of the GFR-2005 from reputed suppliers, for supply of equipments for a canteen to be set up in the premises of Yojana Bhawan, Planning Commission. The following equipments are required:

S. No.	Particulars	Dimensions in mm., if not indicated otherwise
1.	Stainless Steel Work Table	1200x600
2.	Stainless Steel Work Table	900x450
3.	Exhaust Hood	1000x600
4.	Bain Marie	1650x600
5.	Door Vertical Ref	1200x600
6.	Visi Cooler	600x600
7.	Under Counter Ref.	1500x600
8.	Electric Non Stick Sandwich Griller (Two / Four Jumbo Size Sandwiches capacity)	Standard Size
9.	Microwave Branded With 5 Star Rating	35 ltrs.
10.	Stock Pot Burner	600x600
11.	Masala Trolley	750x450
12.	Dosa Plate	1200x600
13.	Chinese Range	1200x600
14.	Deep Fat Fryer	600x600
15.	Dough Kneader	Cap 25 Kg.
16.	Wet Grinder	Cap 20 Kg.
17.	Potato Peeling Machine	Cap 10 Kg.
18.	S.S. Veg. Cutter	500x500
19.	Pot Wash	900x750
20.	Geyser Branded With 5 Star Rating	50 ltrs
21.	S.S. Table with Rack	900x600
22.	3 Sink Unit	1650x600
23.	Clean Sink Rack	1650x350
24.	Weighing Machine	Cap 500 Kg.
25.	Chest Freezer	1200x600
26.	Platform Trolley	900x600
27.	Plastic Pallet	Std. Size
28.	Electric Insect Killer Branded	Std. Size

7/9/14/2014
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29.	S.S. Storage Rack	1200x450
30.	Room Service Trolley	Std. Size
31.	Clearance Trolley	1050x450
32.	Garbage Bin	600x600
33.	Water Cooler	150 ltrs
34.	RO System (Branded) for the water cooler	Standard Size
35.	Wash Basin Branded	Standard Size
36.	Tea / Coffee Vending Machine	500x500
37.	Pepsi Vending Machine	500x500

2. The quantities of requirement and/or the equipment(s) required as indicated in the “**Annexure-I - Financial Bid Proforma**” may vary at the time of placing order. The rates accepted through the instant tendering process will remain valid for a period of six (06) months from the date of opening the bids.

3. Bidders have to submit their online bids through the Govt. of India’s Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/cppp/>. The Tender Document can be viewed and downloaded from the above mentioned site as well as Planning Commission’s website <http://planningcommission.nic.in>.

4.	Earnest Money Deposit:	Rs.60,000/- (Rs. Sixty thousand only) in the form of a Pay Order drawn in favour of the “Pay & Accounts Officer, Planning Commission, New Delhi”.
4(a)	Integrity Pact: Annexure-III	The bidder has to submit a scanned copy of the duly filled in and signed Integrity Pact Form, along with the bid. The physical copy (hard copy) should be put in a sealed envelope alongwith the EMD and dropped in the EMD Box.
5.	Important dates:	
(i)	Date from which tender can be submitted online	09.04.2014
(ii)	Last Date for submission of bids	30.04.2014 upto 2.00 P.M.


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(iii)	Date for submission of Earnest Money Deposit (EMD)	During office hours on any day from 17.04.2014 to 29.04.2014 and upto 2.00 P.M on 30.04.2014. The original EMD and the duly filled in and signed Integrity Pact Form must be put in a single sealed cover superscribed "EMD for supply of canteen equipments to Planning Commission" and dropped in the EMD Box kept at the Reception area of Yojana Bhawan, Parliament Street, New Delhi – 110001.
(iv)	Date for opening and evaluation of bids	At 3.00 P.M. on 30.04.2014 in Room No. 412, Yojana Bhavan, Sansad Marg, New Delhi. One authorised representative per bidder may attend the bid opening. For every bidder, the authorized signatory under whose signature the financial bid would be submitted would have to authorize the representative who would be attending the meeting for bid opening.

6. Planning Commission reserves the right to reject any/all bids without assigning any reason(s) therefor.

(Awinash Chandra)

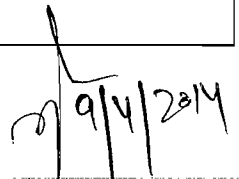
Under Secretary to the Govt. of India

Tel. No. 2309 6733

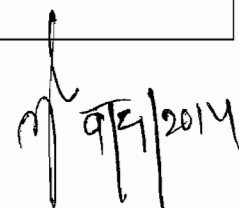
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TERMS AND CONDITIONS AND GENERAL INFORMATION FOR THE BIDDERS

7	Method of submission of bids	ONLINE ONLY. Bidders have to submit their online bids through the Govt. of India's Central Public Procurement Portal (CPPP) http://eprocure.gov.in/cppp/ . The Tender may be viewed and downloaded from the above mentioned site as well as Planning Commission's website http://planningcommission.nic.in .
8	Documents to be uploaded alongwith with the bid	Check list of documents is given at Annexure-II. Note: The bidders are advised, in their own interest to submit (upload) scanned copies of the requisite documents as per the check list at Annexure-II, along with their bid(s), failing which the bid(s) may be declared non-responsive / incomplete and rejected without any further reference to the concerned bidder(s).
9	Date and time for submission of bids	On any day during office hours from 09.04.2014 to 29.04.2014 and upto 2.00 P.M on 30.04.2014.
10	Time, Date and Venue for opening of bids.	At 3.00 P.M. on 30.04.2014 in Room No.412, Yojana Bhavan, Sansad Marg, New Delhi. Financial bids of qualifying bidders will be opened on the same day. One authorised representative per bidder may attend the bid opening.
11	Earnest Money Deposit(EMD) & Integrity Pact Form,	The original EMD for Rs.60,000/- (Rs. Sixty thousand Only) in the form of a Pay Order drawn in favour of the Pay & Accounts Officer, Planning Commission, New Delhi alongwith the duly filled in and signed Integrity Pact Form must be put in a sealed cover superscribed "EMD for supply of canteen equipments to Planning Commission" and dropped in the EMD Box kept at the Reception area of Yojana Bhawan, Parliament Street, New Delhi – 110001, during office hours on any day from 17.04.2014 to 29.04.2014 and upto 2.00 P.M. on 30.04.2014.
12	Eligibility Criteria Conditions (Technical Details)	
12(a)	Office	The Office or a branch office of the bidding firm/ agency should be located in the NCR Region. A scanned copy of the Company's Registration should be uploaded with the online bid.


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12(b)	TAX Registration Nos. and Bank Account	The bidder should have a Bank Account, TIN No. and PAN Number in the Company's name. Scanned copies of all the supporting documents should be uploaded with the financial bid.
12(c)	Annual Turnover	Minimum annual turnover for 2011-12, 2012-13, 2013-14 should be Rs.1.50 crores (Rs. One crore fifty thousand only). Copy of supporting documents should be uploaded with the bid
12(d)	Copies of Supply Order	Scanned copies of minimum three supply orders of similar works with each work having a minimum order value of Rs.25.00 lakhs from Govt. Ministries / Departments / PSUs, during the last three years, should be uploaded with the bid.
12(e)	Earnest Money Deposit(EMD)	Original Pay Order for Rs.60,000/- (Rs. Sixty thousand only) drawn in favour of the Pay and Accounts Officer, Planning Commission, New Delhi, to be dropped in the EMD Box kept at the Reception Area of Yojana Bhavan, Parliament Street, New Delhi – 110 001. Scanned copy to be uploaded with the bid.
12(f)	Integrity Pact Annexure-III	The bidder has to submit a scanned copy of the duly filled in and signed Integrity Pact Form, along with the bid. The physical copy (hard copy) should be put in the envelope containing the EMD and dropped in the EMD Box.
12(g)	Non Blacklisting	The bidder should NOT have been blacklisted by any Government Department. Undertaking to this effect should be given in " Annexure-IV – Declaration " and a scanned copy of Annexure-IV should be submitted (uploaded) with the bid.
12(h)	Declaration Annexure-IV	Scanned copy of duly filled and signed " Annexure-IV – Declaration " has to be submitted (uploaded) with the bid.
13	Successful Bidder	Subject to fulfillment of eligibility criteria conditions, the bidder whose total quoted cost is the lowest will be declared as the successful bidder. Only the total quoted cost (as per Financial Bid Proforma – Annexure-I) would be taken into into consideration while deciding the L1 bidder.
14	Bid Validity	The validity period of the bids is ninety (90) days from the date of opening of bids.



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15	Delivery	The goods have to be supplied, installed, tested and commissioned (SITC) within three weeks (21 days) from the date of placing order at no extra cost towards transportation, cartage, handling etc.
16	Responsibility	It will be the responsibility of the successful bidder to supply, install, test and commission (SITC) the goods to the satisfaction of the Planning Commission's officers, at 4 th Floor Canteen Area of Yojana Bhavan, Sansad Marg, New Delhi – 110 001. The successful bidder will further demonstrate the proper methods of operating the purchased equipments, etc. to the Canteen Operator.
17	Warranty	The goods supplied will be under comprehensive warranty for a period of one year from the date of supply. The successful bidder will be responsible for free onsite repair/ maintenance/ replacement of goods during the period of warranty, if so required.
18	Rate Contract	The rates quoted by the successful bidder will be deemed to be a rate contract for supply of the goods to Planning Commission for a period of 6 months from the date of finalisation of the contract. During this period, Planning Commission may place further order(s) for the equipment(s) and the contractor will be under obligation to supply the goods as per the rates accepted as a result of the instant tendering process and on the same terms and conditions. During the period of the validity of the rate contract, if the validity of the Pay Order retained by Planning Commission as Performance Security expires, the awardee of the contract will get it renewed and redeposit it. Acceptance of the contract will deem that the contractor has agreed to all the terms and conditions of the contract and for supply of the goods on the same rates and terms and conditions during the period of six months from the date of award of contract, for any number of orders placed.
19	Incomplete Bid	Any bid found incomplete will be declared non-responsive.

9/4/2014

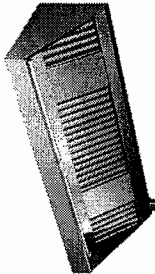
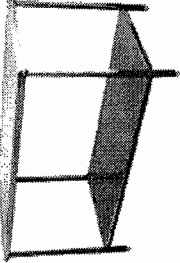
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20	General Information
20(a)	The EMD of unsuccessful bidders will be returned after finalisation of contract.
20(b)	The EMD of the successful bidder will be retained as Performance Security till fulfillment of all contractual obligations.
20(c)	Failure to fulfill any part of the contract will result in annulment of the contract and forfeiture of the EMD deposited by the successful bidder. Further, in such an event, the successful bidder will also be blacklisted for supply to Planning Commission for 3 years.
20(d)	No enquiry on the instant tendering process will be entertained after opening of the bids.
20(e)	The contractor will raise a proper invoice complete in all respects. Payment will be made through RTGS after proper SITC of goods and satisfactory completion of all contractual obligations.
20(f)	Planning Commission reserves the right to reject any/ all offer(s) without assigning reason(s) therefore.

9/9/2014
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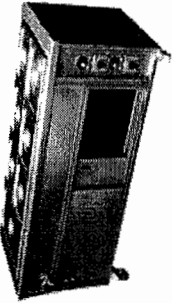
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2	<p>No. 4 finish in a 1.2mm thick stainless steel casing.</p> <p>Exhaust Hood Made of 20swg. SS sheet with ht. of 300mm in front & 600mm at the rear, provision for placement of filters in full length-single row, grease collecting trough to be provided all round the hood Removable filters made of 20 swg. s.s sheet channels of V/U shape, holes for draining of oil through filters to be provided Buffle lamp to be provided SS Exhaust Hood will be of 20 Guage with SS filter.</p>	1000x600		1		
3	<p>S.S. Work Table Tops - 1.2mm Thick stainless steel, No. 4 finish Cores - 3.0mm top hat stiffening Frames - 38mm dia. round stainless steel tube, satin polished, 1.2mm thick Under shelves - 1.2mm Thick stainless steel, No. 4 finish with top hat stiffening Pot Rails - 19mm dia. round stainless steel tube, satin polished, 1.2mm thick Shelves - 1.2mm Thick stainless steel, No. 4 finish in a 1.2mm thick stainless steel casing.</p>	900x450		1		

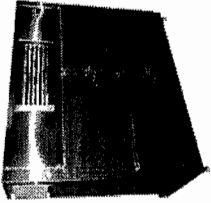
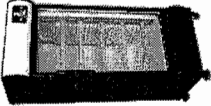
29/11/2014

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4	<p>Bain Marie The unit consists of 1 No. 1/1 and 6 nos. of 1/2 Gastro norm size container, 300mm Deep with lid The tank of the Bain Maire should be provided with an on-line connection with a ball valve of 15mm Ø and a drain valve of 15mm Ø to be provided. Water sensor to be provided in the unit for preventing the heating element getting damaged due to running without water. Legs should be made of 39mm Ø x 16 swg SS pipe with adjustable nylon bullet feet. Unit will have 3 kw water immerse heater with rotary On-OFF switch, indicating lamps and imported Thermostat of JUMO or EGO. Detailed specs as per general specifications. The unit should have 2 mtr. supply cord with industrial top. Other details as per general specifications. (Without tray rail). Bottom shelve should be divided into 2 compartments and be fitted with electric elements and doors to use the same as <u>HOT</u></p>	1650x600		1	
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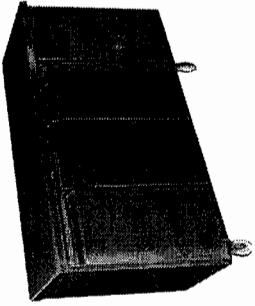
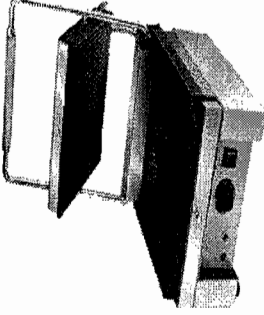
09/04/2014

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5	<p>4 Door Vertical Ref A durable range of 4 Door Vertical Coolers, manufactured as per the latest industrial standards. Their design comprises four separate sections for storing different category of products. Highest grade of corrosion resistant stainless steel is used in their construction, which imparts these with a durable life. Now clients don't have to worry about inflated electricity bills, since these coolers are very energy efficient.</p>	1200x750		1		
6	<p>Visi Cooler Double door with 4 adjustable shelves.</p>	600x600		1		


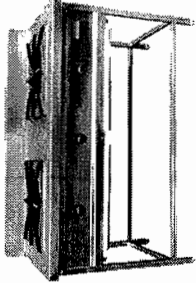
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7	<p>Under Counter Ref. Under counter refrigerator which is specially designed to give consistent and better cooling to different types of food items as well as beverages. These commercial under counter refrigerator have a compact design, and spacious interiors. This also assists in providing better storage and cooling capacity. Having stainless steel finish, these commercial under counter refrigerator operate with the assurance of minimal energy consumption. Specification Stainless Steel Construction with Lockable Doors, PUF Insulation, Thermostat, Temp Indicator, S.S. Trays inside, branded Compressor & other Std. Accessories.</p>	1500x600		1	
8	<p>Electric SW Grill Required to grill sandwiches as varieties of sandwiches are the most common, preferable food product. Should be made of non-stick material and heavy duty. For 2/4 Jumbo size sandwich grilling</p>	Standard		1	

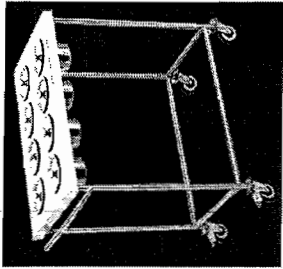
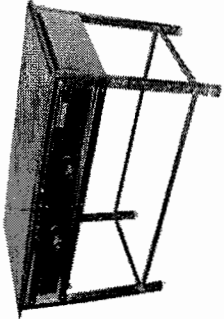
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9	<p>Microwave Oven should be branded with 5 Star rating. Accommodate 35 Ltrs. Round casserole dish and are suitable for light cooking etc. with features such as convection and grilling.</p>	<p>Standard Branded 5 Star Rating</p>		1		
1C	<p>Stock Pot Burner Spl. Supplying and installing the above unit with metal welded construction as per general specification consisting of SS 202 framework. The top sheet will be of 16 swg SS 304. Rear & both sides will be of 20 swg SS 304 and provided with cross support of 25 mm Ø x 16 swg SS 304 pipe. The front and control panel will be of 18 swg SS 304. It will be provided with 1 No. Heavy-duty cast iron vessel rests and 1 No. high-pressure burners rated at 72,000 BTUs per hour with individual 1 No. pilot and needle control knob. 1 No. of removable drip trays to be provided. Legs should be made of 40 mm Ø x 16 swags SS pipe with adjustable nylon bullet feet.</p>	<p>600x600</p>		4		

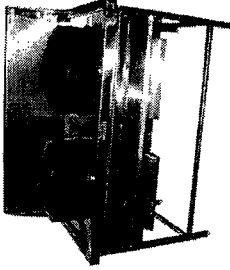
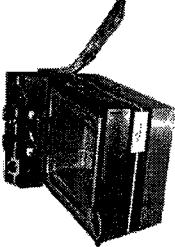
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11	<p>Masala Trolley Ideal for storage of masallas. 14 gauge SS outer frame. 38 mm diameter SS pipe legs. 18 gauge SS base secured SS framework.</p>	750x450		3	
12	<p>Dosa Plate Top: Made of 12 mm thick polished m.s. plate as hot plate, Sides: Side covering of 12" of 20 swg.s.s. sheet Legs: 38 mm dia. s.s. pipe with adjusters Frame: M.S. angle frame of 30x30x3 Trough: 25 mm wide drain trough to be provided in front & a collection box to be provided under the hole for drain Crossbracing: two v shape burner and valve made of 25mm dia. s.s. pipe</p>	1200x600		1	

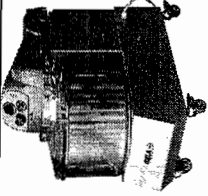
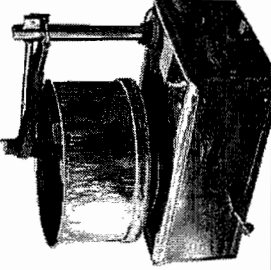
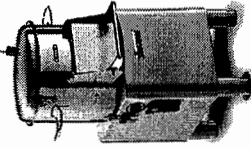
26/9/2014

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13	<p>Chinese Range Made of 16 swg. s.s. sheet, all sides turned down 50mm & in 12mm Sides: Side covering of 12" of 20 swg.s.s. sheet 38 mm dia. s.s. pipe with adjusters Legs: M.S. angle frame of 30x30x3 Frame: 25mm wide drain trough to be provided in front & a collection box to be provided under the hole for drain Trough: Two nos. V type burners with pilot & control valves Burner: Made of 25mm dia. s.s. pipe Crossbracing:</p>	1200x600		1	
14	<p>Deep Fat Fryer Body: Made of 20swg. SS sheet with ht. of 300mm in front & 600mm at the rear, provision for placement of filters in full length-single row, grease collecting trough to be provided all round the hood Filters: Removable filters made of 20 swg. s.s. sheet channels of V/U shape, holes for draining of oil through filters to be provided Light: Baffle lamp to be provided Frame: M.S. frame of 38x38x3 to be provided on top with appropriate bores for hanging the hood</p>	600x600		1	

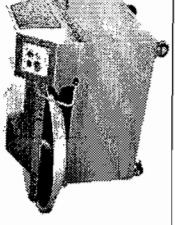
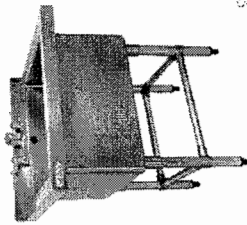
29/11/2014

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15	<p>Dough Kneader Body: Made of 14swg. S.S. with lever lifting system. Drive: Three speed gear box on top with planetary movement, gearbox should be driven through V belt by 2 HP single phase motor. Body: Floor mounting type heavy duty steel cast body</p>	Cap 25 Kg.		1		
16	<p>Wet Grinder Work horse that helps you prepare in advance. Stainless steel rotating drum and base box having heavy duty gear driven motor.</p>	Cap 20 Kg.		1		
17	<p>Potato Peeling Machine Equipment to add ease, convenience & speed to peeling operation. SS body, SS drum with high quality emery lining. Contoured shaped emery disk bottom for perfect tossing & peeling of potatoes.</p>	Cap 10 Kg.		1		

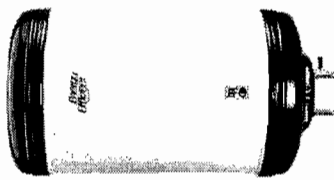
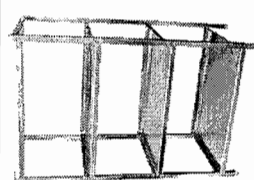
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 योजना आयोग / Planning Commission
 भारत सरकार / Govt. of India
 नई दिल्ली / New Delhi

18	S.S. Veg. Cutter 0.3Hp motor available with different blades, capacity 40/60 kg per hour. Easy & safe to use during operations.	500x500		1		
19	Pot Wash SS sink 20 gauge Type: single Size: 40 X 30 X 12 inch (LXBXD)	900x750		1		

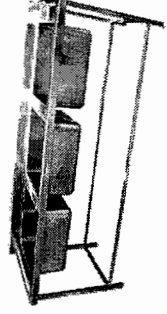
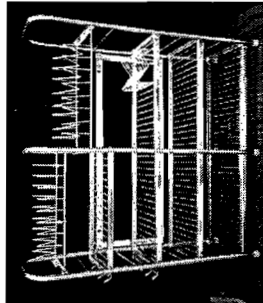
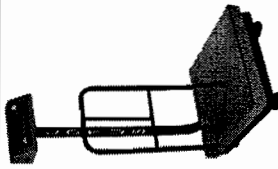
27/04/2014

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नई दिल्ली / New Delhi

20	<p>Geyser Providing and fixing of 50 Ltrs. Capacity vertical type geyser (water heater) complete with all plumbing work etc. accessories as required. (Make – Crompton/Bajaj/Usha etc.)</p>	<p>Branded With 5 Star Rating</p>		1		
21	<p>S.S. Table with Rack A must for neat and efficient utensil storage systems in any kitchen worldwide. We manufacture a wide gamut of clean dish racks which are at par with the international standards. These compact size racks can be easily placed in the kitchen and thus, modify the look of the area. Our stainless steel dish racks are capable of placing many utensils in it and avoid chipping of the utensils. It aids in neat and efficient storage and retrieval of washed kitchen utensils.</p>	<p>900x600</p>		1		

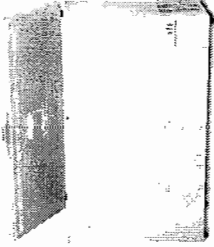
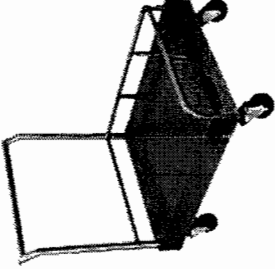
10/9/2014

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22	<p>3 Sink Unit</p> <p>Made of 16 swg. s.s. of size 1650mm x 600mm, provided with waste & overflow</p>	1650x350		1		
23	<p>Clean Sink Rack</p> <p>Effective flexible storage facility for dry stores, cold stores & dish wash areas. Provision to adjust racks at every 50 mm distance with specially designed dual clip stop. SS frame wire shelves with sturdy SS pipe verticals.</p>	1650x350		1		
24	<p>Weighing Machine</p> <p>An electronic weighing machine having the weighing capacity of 500 kg for efficient usage of kitchen items.</p>	Cap 500 Kg.		1		


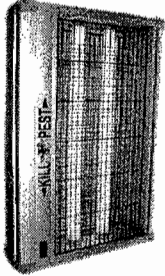
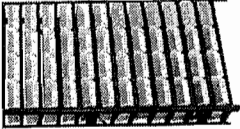
29/11/2014

(अतिरिक्त चयन)
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 योजना आयोग / Planning Commission
 भारत सरकार / Govt. of India
 नई दिल्ली / New Delhi

25	Chest Freezer An electronic storage refrigerator with efficient cooling system with proper marking with SS panels.	1200x600		1		
26	Platform Trolley An ideal porter for kitchen purpose. Made with SS round pipes.	900x600		1		

9/11/2014

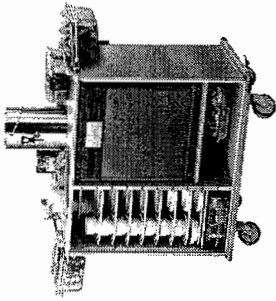
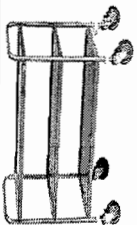

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27	<p>Plastic Pallet</p> <p>An efficient plastic rectangular shaped storage pallet for effective handling of raw materials in kitchen.</p>	Std. Size			
28	<p>Insect Killer</p> <p>An efficient electronic operated machine for fly catch.</p>	Branded Standard Size		4	
29	<p>S.S. Storage Rack</p> <p>Solves the problem of storing raw materials & partially cooked food inside the stores & kitchen area. Made up of stainless steel.</p>	1200x450		2	

Handwritten signature and date: 19/12/2014

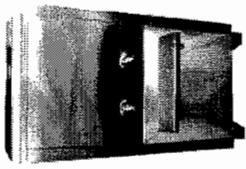
(अतिरिक्त सचिव)
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 Under Secretary
 Planning Commission
 Government of India
 New Delhi

—:20-A:—

30	Room Service Trolley An ideal porter for Room Service purpose. Made with SS round pipes alongwith racks for storage.	Std. Size		2		
31	Clearance Trolley A porter for multipurpose strong transporting unit for any part of kitchen. Made with SS round pipes & wider base.	1050x450		2		
32	Garbage Bin	600x600		3		


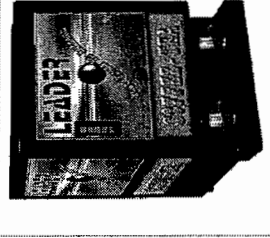
1/10/2014

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33	Water Cooler			1		
34	R. O. System for the water cooler	Branded		1		


9/11/2014

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नई दिल्ली/New Delhi

34	<p>Wash Basin A sink (also sinker, hand basin and wash basin) is a bowl-shaped plumbing fixture used for washing hands, for dishwashing or other purposes. Sinks generally have taps (faucets) that supply hot and cold water and may include a spray feature to be used for faster rinsing. They also include a drain to remove used water; this drain may itself include a strainer and/or shut-off device and an overflow-prevention device. Sinks may also have an integrated soap dispenser.</p>			1		
35	<p>Tea / Coffee Vending Machine with 4 options Top made of 16 swg, sides cover of 20 swg, doors of 20 swg, one undershelf of 18 swg, 4" dia wheel, provision for holding tea urn on top.</p>	500x500		1		

M 9/11/2014

(अतिरिक्त चयन)
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 नई दिल्ली/New Delhi

36	Pepsi Vending Machine As per company specifications.	500x500	1		
I	Total (Rs.) in figures (Total of G-1 to G-36)				
II	Total (Rs.) in words (Total of G-1 to G-36)				
	Rs.				

Note:


I. OVERWRITING / CUTTING, ETC. NOT ACCEPTABLE IN THE FINANCIAL BID FORM

2. S.S. – Stainless Steel
3. Std. Size – Standard Size
4. Working top of the Stainless Steel equipments in the above list should be of 18 gauge SS and under shelf and covering should be of 20 gauge.
5. The custom made kitchen equipment should have MS angle frame of 55x35x5mm.
6. The complete proforma should be filled and signed and a scanned copy of the same should be uploaded with the online bid.

Date:

Place:

Signature of bidder:
Full Name:.....
Company's Seal :.....


(Awinash Chandra)

Under Secretary to the Govt. of India

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भारत सरकार /Govt. of India
नई दिल्ली /New Delhi

CHECK LIST

Sl.No.	Scanned copies of the following documents have to be submitted with the online bid
A.	
1	Office address Proof
2	TAX Registration Nos. and Bank Account Proof
3	Annual Turnover Proof
3	Supply Order Proof
4	Pay Order (EMD)
5	Signed copy of Integrity Pact Form – Annexure-III
6	Non Blacklisting “ <u>Annexure-IV – Declaration</u> ”
7	Duly filled and signed “ <u>Annexure-IV – Declaration</u> ”
8	If the bidder is exempted from submission of EMD, copy of relevant orders / documents regarding such exemption to be uploaded with the bid.
B	The original EMD and the duly filled in and signed Integrity Pact Form must be put in a sealed cover superscribed “EMD for supply of canteen equipments to Planning Commission” and dropped in the EMD Box kept at the Reception area of Yojana Bhawan, Parliament Street, New Delhi – 110001, during office hours on any day from 17.04.2014 to 29.04.2014 and upto 2.00 P.M. on 30.04.2014.

(Awinash Chandra)

Under Secretary to the Govt. of India

Tel. No. 2309 6733

(अविनाश चन्द्र)
(AWINASH CHANDRA)

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Integrity Pact Form

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2010, between on one hand, and the President of India acting through Shri, Designation of the officer, Planning Commission, Yojana Bhavan, Parliament Street, New Delhi – 110 001, on the other hand, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

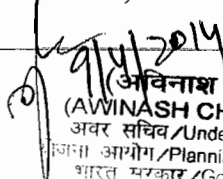
Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will


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provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

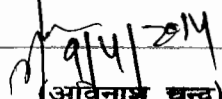
3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the


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3.7 BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

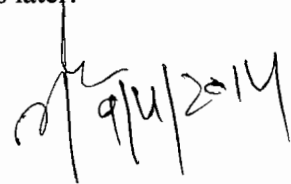
The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.1 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs.60,000/- (Rs. Sixty thousand only) as Earnest Money/Security Deposit, with the BUYER through a Pay Order in favour of the Pay & Accounts Officer, Planning Commission, New Delhi, thus promising payment of the guaranteed sum to the BUYER on demand within three working days without prior notice or any demur whatsoever.

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.



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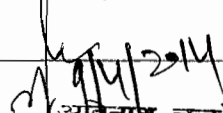
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (Hi)
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.


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(x) The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

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10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Selier, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at New Delhi on.....

BUYER	BIDDER
Name of the Officer	Name of the Bidder
Designation	Name of Company
Name of Office	Company Seal
Officer's Seal	

Witness: 1..... (Signature) Name	Witness: 1..... (Signature) Name
Designation.....	Address.....
2..... (Signature) Name	2..... (Signature) Name
Designation.....	Address.....

(अविनाश चन्द्र)
(AWINASH CHANDRA)
अवर सचिव/Under Secretary
योजना आयोग/Planning Commission
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

7/11/2014

DECLARATION

(To be signed by the authorised signatory of the bidding firm / company)

1. I, Son / Daughter of Shri Proprietor / Partner / Director am the authorized signatory for signing this declaration and execution of this tender document.
2. I have carefully read and understood all the terms and conditions of the instant tender and they are fully acceptable to me;
3. Our company has **NOT** been blacklisted by any Govt. Ministry / Department.
4. Service / Contract of our company has never been terminated by the Planning Commission.
5. The information / documents furnished / submitted by me with this tender are true to the best of my knowledge and belief.
6. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person

Full Name:

Company's Seal :

N.B.: The above declaration, alongwith a copy of the terms and conditions, duly signed and sealed in each page, by the authorized signatory of the agency in token of acceptance of the terms and conditions, should be uploaded alongwith the online bid.



(Awinash Chandra)

Under Secretary to the Govt. of India

Tel. No. 2309 6733

(अविनाश चन्द्र)

(AWINASH CHANDRA)

अवर सचिव/Under Secretary

योजना आयोग/Planning Commission

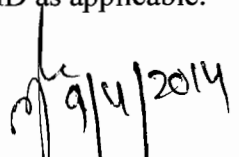
भारत सरकार/Govt. of India

नई दिल्ली/New Delhi

Annexure-V

Instructions for Online Bid Submission through <http://eprocure.gov.in/cppp/>

1. Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
2. Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
5. Bidder then logs in to the site using the secured log in by giving the user id/ password chosen during registration and password of the DSC/etoken .
6. Only one DSC should be used for a bidder and should not be misused by others.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigenda published before submitting the bids online.
9. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together posted/couriered/given in person to the specified location as per Tender Document, latest by the last date of bid submission.
10. Bidder selects the tender which he is interested using search option & then move it to the my favourites folder.
11. From the my favourites folder, he selects the tender to view all the details indicated.
12. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
13. The bidder has to select the payment option as offline to pay the EMD as applicable.


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नई दिल्ली/Now Delhi

14. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
15. The bidder has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.
16. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder will result in rejection of the bid.
17. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
18. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
19. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
20. For any clarifications with the TIA, the bid number can be used as a reference.
21. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission time. If there is any delay, due to other issues, bidder only will be responsible.
22. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at lo resolution and the same can be uploaded. However if the file size is less than 1 MB, the transaction/uploading time will be very fast.
23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the eProcurement system. The bidders should follow this time during bid submission.
24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

9/4/2014

(अविनाश चन्द्र)
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26. Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
27. For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone: 18002337315, well in advance.

09/11/2014

(Awinash Chandra)

Under Secretary to the Govt. of India
Tel. No. 2309 6733

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नई दिल्ली / New Delhi