



## FOOD CRAFT INSTITUTE DEOGHAR

(An Autonomous Body Under the Department of Tourism, Government of Jharkhand)

Plot No. 224, Kumaitha, adjoining Sports Complex Kumaitha, Deoghar 814142, Jharkhand,

Website: [www.fcideoghar.org](http://www.fcideoghar.org), Email: [ao.fcideoghar@gmail.com](mailto:ao.fcideoghar@gmail.com) Phone No.: +91 9304178232

---

### REQUEST FOR PROPOSAL (RFP)

### REQUEST FOR PROPOSALS INVITED FOR KITCHEN EQUIPMENTS, ITEMS PROCUREMENT AND INSTALLATION (Rate Contract) AT FCI DEOGHAR, JHARKHAND

Ref. No. FCI/DGR/2024-25/03

Dated: 25.06.2024

## FOOD CRAFT INSTITUTE, DEOGHAR

(An Autonomous Body under the Department of Tourism, Government of Jharkhand)

### Office:

Food Craft Institute, Deoghar  
Plot No. # 224, adjoining Sports Complex Kumaitha,  
Deoghar-814142  
Tel: +91 9304178232  
E-mail: [ao.fcideoghar@gmail.com](mailto:ao.fcideoghar@gmail.com) Web: [www.fcideoghar.org](http://www.fcideoghar.org)

**Invitation to Bid (ITB)**

REQUEST FOR PROPOSALS INVITED FOR KITCHEN EQUIPMENTS, ITEMS  
PROCUREMENT AND INSTALLATION (Rate Contract) AT FCI DEOGHAR, JHARKHAND

- 1) FCI invites bids from eligible and qualified Bidders for the supply of goods & services as described above.
- 2) Online bidding will be conducted as per procedures specified in the GFR Procurement Manual, and are open to all eligible Bidders as defined in this Invitation of Bid (ITB).
- 3) Interested eligible Bidders may obtain further information for rate contract at **ao.fcideoghar@gmail.com**.
- 4) Qualification requirements are specified in the ITB.
- 5) Bids must be delivered as specified in the Instructions to Bidders of this ITB (please read this part carefully). Late bids will be rejected.

**Pre-cleared & Approved by:**

**Principal, FCI Deoghar**

ITB for Procurement of Goods and Services

SECTION-I

GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

A. RFP SCHEDULE AND CRITICAL DATES

1. The RFP tentative schedule and critical dates are shown below:

1.	<b>Tender Ref. No.</b>	<b>FCI/DGR//2024-25/03</b>
2.	<b>Name of Work</b>	<b>Supply of Kitchen Equipment on SITC basis</b>
3.	<b>Tender Participation</b>	<b>Rs. 10,000/- (Rs. Ten Thousand Only) Through online mode.</b>
4.	<b>EMD</b>	<b>Rs. 3,59,000/- (Rs. Three Lakh Fifty Nine Thousand only) Through online mode.</b>
5.	<b>Publish of Tender on website / Start of Downloading Tender Documents</b>	<b>25/06/2024 at 06:00 P.M.</b>
6.	<b>Pre Bid Meeting</b>	<b>28/06/2024 at 10:30 A.M.</b>
7.	<b>Starts of submission of e-bids</b>	<b>29/06/2024 at 10:30 A.M.</b>
8.	<b>Last date of submission of e-bids</b>	<b>12/07/2024 upto 03:00 P.M.</b>
9.	<b>Opening of Technical Bids</b>	<b>13/07/2024 at 04:00 P.M.</b>
10.	<b>Opening of Financial Bids</b>	<b>After Scrutiny of Technical Bid</b>
11.	<b>Time for Work Completion</b>	<b>45 Days</b>
12.	<b>Officer Inviting e-Tender</b>	<b>Principal, Food Craft Institute Deoghar</b>
13.	<b>Officer Name/ Mobile No. For further enquiry</b>	<b>Mr. Surojit Namata</b> <b>Admin.-cum-Accounts Officer</b> <b>Mob. No.: 9304178232, Email:</b> <b><a href="mailto:ao.fcideoghar@gmail.com">ao.fcideoghar@gmail.com</a></b>

FCI Deoghar reserves the right to amend the RFP tentative schedule and critical dates. No tender document will be issued after the last date as mentioned above.

## **B. INTENT OF THE REQUEST FOR PROPOSAL**

Successful bidder shall be responsible for the SITC (supply, installation, testing and commissioning) of HEAVY KITCHEN EQUIPMENTS ITEMS INSTALLATION (Rate Contract) AT FCI DEOGHAR, JHARKHAND as defined in RFP.

The intent of this RFP is to select a supplier to undertake the work as per the requirement stated in tender document.

All the required equipment along with accessories to be supplied at FCI Deoghar.

## **C. PROCEDURE AND TERMS & CONDITIONS**

1. The proposal is to be submitted online in **TWO BID SYSTEM** as per RFP document.

### **2. TWO BID SYSTEM**

All bidders are required to submit their offer in two bid system as under: -

#### **2.1 Technical Bid should contain the following: -**

- (i) Tender documents duly completed and signed without any financial quote.
- (ii) The technical details of the models offered along with the supporting original technical literature, Leaflets, Brochure etc. in duplicate.
- (iii) Bidder should not submit financial rates as a part of technical bid. Rates quoted in technical bid would be rejected.

#### **2.2 Financial bid should contain the following: -**

- (i) Details of rate, taxes, duties, discount, if any, quoted by the bidder. These details should be submitted online on E- Procurement Portal.
- (ii) Rates quoted without taxes will be assumed that the rates quoted are inclusive of taxes.

3. The bidder, at the Bidder's own responsibilities, cost & risk shall visit and examine the Site to obtain all information that may be necessary for preparing the Bid (Financial and Technical). The cost of visiting the Site shall be at the Bidder's own expense.

4. All bids are to remain valid for **six months** from the date of opening of Technical bid.

5. In case any of the information/declaration furnished by bidder is found to be wrong or any material information is not disclosed by bidder while submitting bids, FCI, Deoghar reserves the right to reject/cancel corresponding bid of bidder.

6. In case work order has been awarded to any company/firm and later it is found by FCI, Deoghar, that agency has furnished wrong information/declaration or not disclosed any material information to FCI, Deoghar while submitting bid, FCI, Deoghar reserves the right to cancel the work order awarded to company/firm. Further FCI, Deoghar reserves the right to forfeit the Bank Guarantee of the agency. The work will be done on the cost & risk of the agency/supplier.

7. FCI, Deoghar reserves the right to solicit additional information from Bidders to evaluate which bid best meets the need of the Rate Contract Additional information may include, but is not limited to, past performance records, lists of available items of work will be done simultaneously with the project/tender, on-site visit and evaluations by FCI, Deoghar personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on our website.

8. FCI, Deoghar reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the Bidder(s) which, in the sole opinion of the Technical Committee, FCI, Deoghar, best meets the institute's interest.
9. FCI, Deoghar reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this request for proposal, and to request additional information from vendors.
10. FCI, Deoghar reserves the right to either increase or decrease the quantity of any or all the items included in bill of material which are estimated requirements and therefore open to variation.
11. FCI, Deoghar reserves the right to alter/modify the scope of work mentioned in this RFP documents at any state of the bidding process and contract.
12. The commercial bid shall clearly indicate the price to be charged without any qualification whatsoever and should include all packing and forwarding, transportation, transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. All such charges should be included in the rates quoted in the prescribed format.
13. The successful bidder shall keep FCI, Deoghar informed of the progress on each activity on weekly basis. In case of any delay in any particular activity, the recovery plan shall be evolved and given to FCI, Deoghar for ensuring completion of all the activities within the overall time schedule specified by FCI, Deoghar. FCI, Deoghar reserves the right to terminate the contract at any stage of the work by giving 7 days notice if it is identified that the delay occurred in any of the activities covered under the contract cannot be made good and will affect the overall work schedule. FCI, Deoghar shall revoke the Performance Security Deposit of the bidder. The decision of Principal, FCI, Deoghar shall be final and binding.
14. FCI, Deoghar reserves the right to monitor work execution progress and review it on day to day basis. The works contractor will be fully transparent, responsive and demonstrate at all time that he is in position to complete the work as per the specified time schedule.
15. The bidder shall be responsible for any damage to the equipment/ site occurred due to negligence of bidder.
16. **Indemnification:**  
Contractor agrees to indemnify FCI, Deoghar from any and all claims, demands, losses, cause of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the work of Contractor including the works as got done by Contractor through Sub-Contractor(s), if so appointed by the Contractor. FCI, Deoghar shall have no role in engaging of sub-contractors by the Contractors and Contractor alone shall be responsible to such Sub-Contractors.
17. **Arbitration:**  
Any dispute or difference or claim arising out of or in relation to this contract, including the construction, validity, performance or breach thereof, shall be settled or decided by arbitration to be conducted by the Chairman-cum-Secretary, Ministry of Tourism, Government of Jharkhand or by any other person to be nominated by the Chairman-cum-Secretary, Ministry of Tourism, Government of Jharkhand. Arbitration shall be conducted as per Arbitration & Conciliation Act, 1996. The seat of the arbitration shall be at Deoghar, Jharkhand.

The agency must ensure that there is no legal action/dispute initiated or pending at the time of signing of contract and during the execution and implementation (i.e. currency) of the tender which is likely to concern or affect FCI, Deoghar in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated or as deemed fit by the competent authority. All ongoing and future business association with FCI, Deoghar will also be terminated.

**18. Jurisdiction**

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by the laws applicable in India. The courts at Jharkhand shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Agreement.

**19. The conditions mentioned & agreed under Bid Security Declaration will come in force:**

- a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b. In case a successful bidder, fails to furnish a Bank Guarantee in lieu of Performance Security.
- c. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

**20. Conflict of Interest. Bidder/Vendor/Contractor represents and warrants the following:**

- i. **No Conflict of Interest:** that Contractor has any business, professional, personal, or other interest into the representation of other clients that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- ii. **Termination for Material Conflict.** If, in the reasonable judgment of the Institute, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Institute may terminate the Agreement immediately upon written notice to Contractor.

**21. FCI, Deoghar Obligations**

FCI, Deoghar reserves the right to accept any bid, reject any or all bids and to annul the bidding process at any time prior to the award of the contract without there by incurring any liability to the affected bidder/bidders or any obligations to inform to the affected bidder/bidders of the grounds for FCI, Deoghar's action. Bidders are however free to address their queries on bidding conditions, bidding process and/or rejection of their bid by addressing appropriate communication addressed to Principal, FCI Deoghar for requisite information.

**22. Force Majeure**

- i. For the purposes of the work order under this RFP, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder
- iii. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of goods & services in respect of the work order under this RFP.

- iv. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default in respect of the work order under this RFP in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all measures, with the objective of carrying out the terms and conditions of the Contract.

**23. Statutory Duties & Taxes:**

- i. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- ii. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.
- iii. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

**D. ELIGIBILITY CRITERIA**

1. EMD Amount of **Rs. 3,59,0000/- (Rupees Three Lakh Fifty Nine Thousand only)** should be paid only in form of Demand Draft/ FDR duly pledged in favour of **Food Craft Institute, Deoghar/Bank Guarantee (BG)** in favour of **Food Craft Institute, Deoghar. (No other mode of payment will be accepted)**. Bids submitted without EMD will be treated as rejected. **The EMD will be forfeited, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.**  
**EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable on EMD amount.** (Format enclosed as per Annexure – 2)
2. The bidder should be registered company / Firm etc. **in Jharkhand under Indian Company Act, 2013/ or as per prevailing act in India.** A copy of **certificate of incorporation** (Company registration certificate)/ deed/ Registration certificate/ Trade Licence should be submitted. **However, all companies/ firm etc. Operating in Jharkhand in last 05 years with valid registration in HEAVY KITCHEN EQUIPMENTS ITEMS works in last 05 years will be considered.**
3. The bidder must submit the completion certificate for all similar kind of work as mentioned under heading “Scope of Work” in India for central / state Government / PSUs / reputed pvt firms ; During the last 3 financial years i.e. 2020-21, 2021-22 & 2022-23 and till date of issue of this Tender/RFP.

Bidder must have successfully **complete atleast one similar kind of tender** each of value **equal to or more than 80%** of the estimated cost of the tender (as mentioned in Scope of Work).

(or)

**Two similar kind of tender**, each of value **equal to or more than 50%** of the estimated cost of the tender (as mentioned in Scope of Work).

(or)

**Three similar kind of tender**, each of value **equal to or more than 40%** of the estimated cost of the tender (as mentioned in Scope of Work).

**(Copy of work orders, performance and completion certificate should be submitted.)**

4. Company/ firm should have the **annual average turnover should not be less than Rs. One Crore** for the last three financial years **2020-21, 2021-22 and 2022-23. (Copy of Chartered Accountant (CA) Certificate with UDIN and Audited Balance sheets should be submitted).**
5. The Bidder should not have been **blacklisted** by any government organization. An undertaking is to be submitted on company letter head as per the format given in “Annexure-4”.
6. The bidder is required to submit following documents:
  - a) **Copy of PAN**
  - b) **Copy of GST registration**And in case any document is not submitted, bid shall stand rejected.
7. Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the **duly authorized representative of the firm/ company, etc.** whose signature should be verified and certificate of authority should be submitted. **The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company, etc. should be annexed to the bid.**
8. A separate **point by point compliance statement of Specifications with make & model including Bill of Material (BOM)/ BOQ** along with Make/model duly signed & stamped by **bidder and OEM jointly** on their letter head must be submitted.
9. Bidder should submit the **warranty certificate** as per format enclosed at **Annexure-6**.
10. The bidder, at the Bidder’s own responsibilities, cost and risk, is required to visit and examine the Site to obtain all information that may be necessary for preparation of the Bid. The cost of visiting the Site shall be at the Bidder’s own expense. **Bidder need to submit the signed copy of “site survey certificate” from the site Incharge FCI, Deoghar. (Format Enclosed as Annexure - 7).**

**Concern person for facilitating bidder visit for site survey: Mr. Surojit Namata, Administrative- cum- Accounts Officer, FCI Deoghar Contact: 9304178232.**

11. Undertaking from Bidder on letterhead shall be submitted that bidder will provide all required miscellaneous items and accessories to make equipment functional, no extra payment shall be made. Undertaking format is enclosed as **Annexure – 8**.
12. Manufacturer Authorization Form from OEM is essential for all the items.
13. Manufacturing unit and sales & support service office should be at Jharkhand.

#### **E. COMMERCIAL TERMS AND CONDITIONS**

Each bidder is required to accept the following terms and conditions: -



1.	<b>EMD</b>	: EMD Amount of <b>3,59,0000/- (Rupees Three Lakh Fifty Nine Thousand only)</b> should be paid only in form of Demand Draft/FDR duly pledged in <b>favour of Food Craft Institute Deoghar/Bank Guarantee (BG)</b> in favour of Food Craft Institute Deoghar. (As per <b>Annexure – 2</b> ). ( <b>No other mode of payment will be accepted</b> ). Bids submitted without EMD will be treated as rejected. <b>The EMD will be forfeited, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.</b>  <b>EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable on EMD amount.</b>  <b>Beneficiary Details:</b> <b>Beneficiary Name: FOOD CRAFT INSTITUTE JHARKHAND SOCIETY, DEOGHAR</b>  <b>IFSC Code is – BKID0005914</b>
2.	<b>Prices</b>	: The Prices should be quoted in Indian Rupees only and prices should be for the site i.e. Food Craft Institute Deoghar, Jharkhand.  The prices should be quoted strictly as per format given in RFP / online as per E-Procurement Portal.  In case, taxes are not mentioned in Financial bid, prices shall be considered inclusive of taxes.  <b>NOTE:</b> (a) Rates quoted by the tenderer shall be firm and inclusive of all taxes, duties, levies and all charges for packing, forwarding, insurance, freight, delivery, installation, testing and commissioning etc. at site including risks, overhead charges, general liabilities / obligations and clearance from local bodies, if any required.  (b) Storage and Custody of Material Watch and ward of the stores and their safe custody shall be the responsibility of contractor till the final taking over of the installation by the department.
3.	<b>Payment Terms</b>	: 60% Payment will be released after the complete supply of work order and duly inspected by technical committee. Rest 40% will be released after completion of installation, testing and commissioning of HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment at site and on submission of completion / installation certificate issued by Food Craft Institute, Deoghar along with the following documents: i. Invoice in Original along with E-way bill of all the

			<p>material / equipment delivered at Food Craft Institute Deoghar site.</p> <p>ii. Delivery challan in original with make, model and quantity duly signed and stamped.</p> <p>iii. Technical data sheet of all items.</p> <p><b><u>All payments will be released after deduction of all statutory dues as per prevailing rules.</u></b></p>
4.	<b>Consignee</b>	:	The material shall be consigned to Food Craft Institute Deoghar. Consignee Shri Surojit Namata, Administrative-Cum-Accounts Officer, FCI Deoghar, Jharkhand.
5.	<b>Tax Invoice</b>	:	<p>All Tax invoices should be raised in the name of</p> <p>“FOOD CRAFT INSTITUTE, DEOGHAR, JHARKHAND”</p> <p><b>GST NO.-20AABAF2911R1DR</b></p> <p><b>Note: Along with Invoice, a Copy of GST undertaking &amp; Certificate duly filled, signed and stamped in company letter head has to be submitted to Food Craft Institute Deoghar.</b></p>
6.	<b>Period of Contract</b>	:	Period of contract will start from the date of issue of work order and valid till the completion of warranty period or one year whichever is later.
7.	<b>Delivery schedule and Commissioning</b>	:	Supply and Installation of HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment should be completed within 45 days from the date of issue of work order.
8.	<b>Packing</b>	:	The material/equipment should be securely packed to withstand transit hazards during different modes of transportation. (if any)
9.	<b>Guarantee/Warranty</b>	:	All equipment shall have guarantee/warranty for the duration of minimum <b>one year or as per OEM on product warranty/ guarantee whichever is higher</b> from the date of installation and commissioning of the equipment and defects, if any, as reported shall be attended and replaced with new one within two weeks by the supplier without any charges, whatsoever.
10.	<b>Performance Guarantee Bank</b>	:	<p>The successful bidder shall have to furnish Performance Bank Guarantee (PBG)/ FDR pledged with Food Craft Institute Deoghar/DD within 15 days from the date of issue of work order to successful bidder (As per format in <b>Annexure-3</b>) for an amount equal to 5% of order value and it will valid till 2 months beyond the date of completion of warranty period.</p> <p><b>Beneficiary Details:</b>  <b>Beneficiary Name:</b> Food Craft Institute Jharkhand Society, Deoghar.</p>

			<b>Address: Plot No. # 224, Beside Sports Complex Kumaitha, Deoghar-814142</b>
			<b>IFSC Code is – BKID0005914</b>
<b>11.</b>	<b>Late Delivery</b>	<b>:</b>	If there is delay in the supply of Goods & services, bidder will be liable to pay LD @ 0.5 % of total work order value per week of delay or a part thereof, up to a maximum amount of 10% of the total work order value, after which the order is liable to be cancel.
<b>12.</b>	<b>Damages</b>	<b>:</b>	Bidder will insure the safety of HEAVY KITCHEN EQUIPMENTS ITEMS/equipment/machinery of at site. In case of any damage to the HEAVY KITCHEN EQUIPMENTS ITEMS/equipment/machinery, the same will be recovered from Bidder.
<b>13.</b>	<b>Penalty Clause</b>	<b>:</b>	In case of unsatisfactory supply of goods & services/work as per the specification mentioned in work order/RFP, the supplier/vendor will have to pay a penalty on pro-rata basis up to 5% of the total work order value.
<b>14.</b>	<b>Taxes</b>	<b>:</b>	Taxes as applicable.
<b>15.</b>	<b>Safety of Manpower</b>	<b>:</b>	It is the sole responsibility of Bidder to ensure safety of its manpower working at site.

#### **F. PROPOSAL RESPONSE FORMAT**

All the bidders are requested to use the same or similar format as given below while submitting the commercial bids / format given on E-Procurement portal. The proposal shall be submitted in two distinct parts: A Technical Proposal (Bid) and a commercial/ financial Proposal (Bid).

1. Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.
2. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close to possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.
3. Proposals shall be based only on the items contained in this RFP and its standard required accessories. The RFP includes official response to pre-proposal conference questions, addenda, and any other material published by the Food Craft Institute, Deoghar pursuant the RFP. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections (list appropriate section) of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.
4. Pricing information shall appear only in the commercial/ financial bid and the technical bid shall contain details of material offered and a compliance statement with reference to the bid document highlighting any deviations.

#### **G. METHOD OF EVALUATION AND AWARD**

## Evaluation Criterion

Proposals will be evaluated for meeting all technical requirements and completeness as per Tender document. All bids which are technically qualified shall be shortlisted and Financial bids of only technically qualified bidders shall be opened.

The Work Order shall be placed to the bidder who shall quote the lowest price (L1) for the complete RFP/ items. Factors which will be considered as a part of evaluation amongst others will include the following.

1. **Product Quality** : Only reputed industry HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment with reliability will be accepted, non-standard make/model of HEAVY KITCHEN EQUIPMENTS ITEMS/equipment or other than required specification will disqualify the proposal technically.
2. **Compatibility** : HEAVY KITCHEN EQUIPMENTS ITEMS/Equipment is envisaged to be compatible with the other quoted equipment.
3. **Up-gradation/ Modular design** : HEAVY KITCHEN EQUIPMENTS ITEMS/equipment should be future looking and open to technology upgradation besides capable of add on facility and features in phased manner.
4. **Assurance of supply** : Vendor's technical capability, Organizational stability, reliability of equipment and ability to meet timelines.
5. **Quality** : HEAVY KITCHEN EQUIPMENTS ITEMS/Equipment stability, guaranteed uptime parameters, life of HEAVY KITCHEN EQUIPMENTS ITEMS/equipment.
6. **Service** : After sales service, availability of spare parts/technical support, warrantee offered.
7. **Cost** : Cost of the whole items as proposed and the apparent future financial implications and Total cost of Ownership.
8. **Experience** : Expertise and experience of the bidder in supply and installation of HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment of similar nature.
9. **Delivery Schedule** : Delivery timeline will be critical parameter for evaluation and final decision.
10. **Regulatory** : Should meet the Regulatory compliance, Safety requirements, and Environmental objectives.

## H. FOOD CRAFT INSTITUTE DEOGHAR OBLIGATIONS

Food Craft Institute Deoghar, reserves the right to accept any bid, reject any or all bids and to annul the bidding process at any time prior to the award of the contract without there by incurring any liability to the affected bidder/bidders or any obligations to inform to the affected bidder/bidders of the grounds for Food Craft Institute Deoghar's action.

## **SECTION II**

### **A. GENERIC CONDITIONS**

This RFP will meet the following basic requirements: -

1. Model of the HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment should not be more than 01-year-old.
2. Pages of Technical Specification, Terms and Conditions and Schedule of Rates should be signed by the authorized signatory as a token of your acceptance.
3. The HEAVY KITCHEN EQUIPMENTS ITEMS/equipment/material (if any) provided by the OEM/bidder should not be an End of Life type.
4. Food Craft Institute Deoghar name to be engraved on steel utensils and items.

**SECTION III**

**ENCLOSURES**

**CONTENT**

- A. **VENDOR INFORMATION FORMAT**
- B. **CHECK LIST**

**Annexure –1**

**A. VENDOR INFORMATION**

Short Responses can be placed within the cells provided in the tables below. Additional Information can be attached as appendices, but should be explicitly referenced from within the appropriate cells.

**VENDOR INFORMATION FORM**

**GENERAL INFORMATION**

Vendor Name	
Corporate Office	
Address	
Web	
E-mail	
Telephone/Mobile	
Fax	

**COMMERCIAL INFORMATION**

PAN No.	
GST	
Annual Turnover(In Figures) (INR)	FY 2022-23 FY 2021-22 FY 2020-21

**PRIMARY VENDOR CONTACT OR SALES REPRESENTATIVE**

Name and Title	
Address	
E-mail	
Telephone/Mobile	
Fax	

**PERSON(S) AUTHORIZED TO NEGOTIATE AND MAKE COMMITMENT FOR VENDOR**

Name and Title	
Address	
E-mail	
Telephone	

Fax		
<b><u>DESIGNATED TECHNICAL CONTACT FOR RESPONSE CLARIFICATION AND QUESTIONS</u></b>		
Name and Title		
Address		
E-mail		
Telephone		
Fax		
	<b>INFORMATION ITEM</b>	<b>VENDOR RESPONSE</b>
1.	Date your company / Firm etc. was incorporated	
2.	Number of people employed by your company and how many are in the following areas: -Pre-Sales and Marketing -Research and Development -Post-Sales Support -Technical Support -Training and Consulting -Management -other	
3.	Company's sales revenues for the last three fiscal years.	
4.	Number of implementations conducted for customers in the last three fiscal years. Group these implementations by numbers of end-users, dollar cost of engagements, and scope of engagements.	
5.	Indicate your agreement not to share the contents of this RFP with any other organization, including potential subcontractors, without written permission from the RFP coordinator.	
6.	Optionally, provide any additional background information about your company that the FCI, Deoghar would find useful in its deliberations.	

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

(on Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. -----

Ref.

To  
Food Craft Institute Deoghar  
Jharkhand

**Dear Sir,**

Whereas The Food Craft Institute Deoghar, Jharkhand (hereinafter called the “tenderer/Purchaser”) include all its successors, administrators, executors and assignees has invited bids dated ..... for  
\_\_\_\_\_ vide Tender Reference No. ....

KNOW ALL MEN by these presents that We M/s \_\_\_\_\_ ( hereinafter called the "Bidder" ) and include alt its successors, administrators executors and assignees having Head Office/ Registered office at \_\_\_\_\_ have submitted a quotation Reference No. \_\_\_\_\_ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the due performance of Bidder’s obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the Food Craft Institute, Deoghar specially :

The Conditions of obligations are-

- i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
  
- ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
  - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.



2. Therefore, we \_\_\_\_\_ (indicate the name of Bank) under the laws of \_\_\_\_\_ having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or Food Craft Institute Deoghar thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the Food Craft Institute Deoghar on the bank shall be conclusive and binding notwithstanding any difference between the Food Craft Institute Deoghar and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the Food Craft Institute Deoghar in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3) We \_\_\_\_\_ (Bank name) further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Food Craft Institute Deoghar or that of the Bidder. We \_\_\_\_\_ Bank name) also undertake not to revoke, in any case, this Guarantee during its currency.

4) The bank agree with the Food Craft Institute Deoghar that the Food Craft Institute Deoghar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Food Craft Institute Deoghar or any indulgence shown by the FCI Deoghar to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

5) This guarantee will remain in force upto \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than \_\_\_\_\_.

6) Notwithstanding anything contained herein above.

- (i) Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- (ii) This Guarantee shall be valid up to and including \_\_\_\_\_ and
- (iii) We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee i.e. \_\_\_\_\_, .

Dated the day \_\_\_\_\_(year)

**PERFORMANCE BANK GUARANTEE FORMAT**  
(On Rs 100 Non Judicial Stamp Paper)

No.....

Dated:.....

To,  
Food Craft Institute Deoghar  
Jharkhand

1. Against purchase order no. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the said contract) entered into between Food Craft Institute Deoghar, Jharkhand ( herewith called the Purchaser) and \_\_\_\_\_ (hereinafter called the supplier), this is to certify that at the request of the supplier we \_\_\_\_\_ (hereinafter referred to as the Bank), do as primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of his/their obligation, viz. the performance of the contract till warranty period, to the satisfaction of the purchaser in term of the contract.
2. We \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said supplier (s) or any of the terms and conditions contained in the said contract or by reason of the supplier(s) failure or omission or negligence to perform the said contract till warranty period or any part thereof. Any such damage made on the bank shall be conclusive as regards the amount due and payable by the bank upon this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_
3. We undertake to pay to the Purchaser any amount so demanded by the Purchaser, notwithstanding:
  - (i) Any dispute or difference between the Purchaser or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or
  - (ii) The invalidity, irregularity or unenforceability of the contract or
  - (iii) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Purchaser to enforce the obligation by the Purchaser or any other person for any reason whatsoever.

4. We \_\_\_\_\_ further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during the period that would be taken for the performance of the said agreement till warranty period and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement till warranty period have been fully paid and its claims satisfied or discharged or till Food Craft Institute, Deoghar, Jharkhand certifies that the terms and conditions of the said agreement till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee.
  
5. We \_\_\_\_\_ hereby agree and undertake that any claim which the bank may have against the supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the Bank will not, without prior written consent of the Purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remaining owing and outstanding regardless of the insolvency liquidation or bankruptcy of the supplier or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser with it.
  
6. We \_\_\_\_\_ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearor enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
  
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier
  
8. We \_\_\_\_\_ - lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
  
9. Not with standing anything contained herein above.
  - i. Our liability under this guarantee shall not exceed \_\_\_\_\_ )
  - ii. This guarantee shall be valid up to and including \_\_\_\_\_ ; and
  - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee.

Dated the.....date of.....

**FORMAT FOR BLACKLISTING UNDERTAKING**  
**(To be given on Non-Judicial Stamp paper of Rs. 100/-)**

**Date:**

**To,**

Food Craft Institute Deoghar  
Jharkhand

**Subject: Undertaking for Black listing.**

**Tender Ref No.** \_\_\_\_\_

**Dear Sir,**

This undertaking is in reference to the above mentioned tender for the selection of supplier/agency **for Proposals invited for REQUEST FOR PROPOSALS INVITED FOR KITCHEN EQUIPMENTS, ITEMS PROCUREMENT AND INSTALLATION (Rate Contract) AT FCI DEOGHAR, JHARKHAND** at Food Craft Institute Deoghar, Jharkhand

In this regard, we, M/s \_\_\_\_\_ (Name of the Bidder) having registered office at \_\_\_\_\_ (address of the Bidder) hereby certify that we have not been debarred/black-listed by any PSUs or central/state Government Agency.

For M/s \_\_\_\_\_ (Name of the Bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

**Format for Manufacturer Authorization Form (MAF)**  
(On manufacturer's letterhead)

**Date:** .....

**To,**

Food Craft Institute Deoghar,  
**Jharkhand**

**Subject: Manufacturer authorization towards tender ref. no. \_\_\_\_\_ dated \_\_\_\_\_ for the REQUEST FOR PROPOSALS INVITED FOR KITCHEN EQUIPMENTS, ITEMS PROCUREMENT AND INSTALLATION (Rate Contract) AT FCI DEOGHAR, JHARKHAND**

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the manufacturer) having registered office at \_\_\_\_\_ (address of the manufacturer) by virtue of being manufacturer for \_\_\_\_\_ (Name of the product/s), hereby authorize M/s \_\_\_\_\_ (Name of the bidder) having their office at \_\_\_\_\_ (Address of bidder) to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s \_\_\_\_\_ (Name of the manufacturer) within the scope of requirement as per the tender mentioned above through its authorized partner M/s \_\_\_\_\_ (Name of the bidder) shall provide product warranty services for a minimum period of one years from the date of installation and Support for a period of five years from date of expiry of warranty.

The undersigned is authorized to issue such authorization on behalf of M/s \_\_\_\_\_ (Name of the manufacturer).

For M/s \_\_\_\_\_ (Name of the manufacturer)

Signature & company seal

Name:

Designation:

Email ID:

Mobile No.

**Comprehensive Warranty Certificate  
(On company letter head)**

**To,**  
Food Craft Institute Deoghar  
Jharkhand

**Subject: Comprehensive Warranty Certificate for the HEAVY KITCHEN EQUIPMENTS ITEMS/ Equipments procured under RFP ref. No. ....**

Dear Sir,

This is with reference to RFP Ref. No. .... Dated: ..... In this regard we <bidder organization full name > have registered office at <office address> undertake that we as a supplier/ vendor of HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment of referred RFP will be solely responsible for the uninterrupted functioning and use of HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment, which includes all the accessories mentioned in the “*technical specifications*” of this tender document.

Warranty for all the HEAVY KITCHEN EQUIPMENTS ITEMS/equipments procured under referred RFP will be for the period of Two years from the date of complete installation of whole HEAVY KITCHEN EQUIPMENTS ITEMS/ equipment at client site.

**Yours Sincerely**  
<Signature and company seal>  
<Name of Bidder>  
<Designation of the bidder>  
<Name and address of the organization>

**SITE SURVEY CERTIFICATE**

(On Bidder's letterhead to be signed by site In charge Food Craft Institute, Deoghar, Jharkhand)

**Date:** .....

**To,**

Food Craft Institute Deoghar  
Jharkhand

**Subject: Site Survey Certificate regarding the Request For Proposals Invited For KITCHEN EQUIPMENTS, ITEMS PROCUREMENT AND INSTALLATION (Rate Contract) at FCI Deoghar, Jharkhand**

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the bidder) having registered office at \_\_\_\_\_ (address of the bidder) had completed the site survey of the Institute site and completely understood the condition of the equipments to be installed/ placed and accordingly, we have prepared the bid (technical and financial bid).

We further confirm that the rates quoted by M/s \_\_\_\_\_ (Name of the bidder) on the E-Procurement portal is all inclusive of SITC (supply, installation, testing and commissioning) for the said tender.

If any additional accessories or equipment required for the completeness and proper functioning of the proposed bid will be provided by M/s \_\_\_\_\_ (Name of the bidder) without any additional cost.

**Signature & company seal**

**Name**

**Designation**

**Email**

**Mobile No.**

**Signature of the site In-charge**

**Food Craft Institute Deoghar**

**FORMAT FOR UNDERTAKING TO PROVIDE ALL REQUIRED MISCELLANEOUS ITEMS  
AND ACCESSORIES TO MAKE EQUIPMENT FUNCTIONAL**

**(To be given on Non-Judicial Stamp paper of Rs. 100/-)**

**Date:**

**To,**  
Food Craft Institute Deoghar  
Jharkhand

**Subject: Undertaking for providing Equipment/ HEAVY KITCHEN EQUIPMENTS ITEMS  
functional.**

**Tender Ref No.** \_\_\_\_\_

**Dear Sir,**

This undertaking is in reference to the above mentioned tender for the selection of agency for Proposals invited for **Request For Proposals Invited For KITCHEN EQUIPMENTS, ITEMS PROCUREMENT AND INSTALLATION (Rate Contract) At Food Craft Institute Deoghar, Jharkhand.**

In this regard, we M/s \_\_\_\_\_ (Name of the Bidder) hereby undertake that we will provide all required miscellaneous items and accessories to make equipment functional, without any additional cost.

**For M/s \_\_\_\_\_ (Name of the Bidder)**

**Signature & company seal**

**Name**

**Designation**

**Email**

**Mobile No.**



### B. CHECK LIST

Please ensure that following documents have been enclosed along with the bid proposal.

Sl. No.	Particulars	Please Tick for		If Yes, then please mention the page no. for supporting doc.
		Yes	No	
1.	EMD as Bank draft or BG for <b>3,59,0000/- (Rupees Three Lakh Fifty Nine Thousand only)</b> towards Earnest money deposit.			
2.	The bidder should be registered company/firms etc. in Jharkhand under <b>Indian Company Act, 2013 or as per prevailing rules</b> . It should be an Indian Owned and Managed company. A copy of <b>certificate of incorporation</b> (Company registration certificate) should be submitted.			
3.	Documentary proof along with the completion certificate of the tender executed successfully related to scope of work (as mentioned in this RFP) in last three years.			
4.	The copy of certificate of incorporation, PAN No., GST should be enclosed.			
5.	Site Survey Certificate duly signed and stamped by Food Craft Institute Deoghar.			
6.	Letter of Authorization from OEM authorizing the bidder to quote for electrical kitchen equipments.			
7.	A point by point compliance statement duly signed by bidder/OEM in respect to all points laid down in the specifications for all the equipment/item(s) must be submitted. Detailed bill of quantity duly filled in giving the offered material / equipment etc strictly as per the bill of material included in the tender document. Checked with MAF. Duly signed and stamped compliance statement item wise with respect to technical specifications highlighting deviation, if any.			

8.	A copy of the latest / last three year's annual balance sheet report (FY 20-21, 21-22 and 22-23) of the company/ firm.			
9.	List with details (including name of client /channel) of similar work executed in India and abroad, products / services used and approximate value of the tender in chronological order.			
10.	No cost details are to be included in the technical bid under any circumstances. The signed and stamped copies of the technical bid containing requisite documents are to be uploaded online appropriately.			
11.	Any other document defined in this tender document.			
12.	The financial bid should be uploaded as per the format given in tender document / E-Procurement Portal.			
13.	All bidders shall have ISO 14001:2015 and ISO 9001:2015 quality certificate. All certificates shall be valid on internet checking and issued before the date of tender published on E-Procurement Portal.			
14.	Common Brand: Butler, Truefrost, Celfrost, Western, Blue Star, Hoshizaki, Unox, Cold Star for Electrical Kitchen Equipments. Common brand for stainless steel items, Plastics and other kitchen ware - Vinod, Sumeet, Pigeon, Borosil, Cello, Tupperware, wonderchef.			
15.	The Institute Officials will visit the manufacturing unit/ factory outlet/ Show room of the successful bidder for final product verification and selection at bidder's cost.			

The tender has to be addressed to

**Principal  
Food Craft Institute Deoghar**