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**OFFICE OF THE RESIDENT COMMISSIONER
GOVT. OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
2, LOKPRIYA GOPINATH BARDOLAI MARG,
CHANAKYAPURI, NEW DELHI-110021
Phone No. 011-42340180,190 Fax No. - 23019461**

DETAILED NOTICE INVITING TENDERS

NIT NO. 09/KITCHEN/MPB/2019

Date: 08.03.2019

Cost of Tender form	Rs. 200/- cash (non-refundable)
Period of Supply	One year
Date of Sale of Tender Form	
From Reception Counter of	
M.P. Bhawan or Can be downloaded	
from website and can be	
submitted with requisite tender cost	
Date of Receipt of Tender	26/03/2019 (upto 3.00 P.M.)
Date of Opening of Tender	26/03/2019 (3.30 P.M.)

1. INTRODUCTION :

1.1 Sealed tenders are invited on behalf of the **Resident Commissioner, M.P. Bhawan, New Delhi from firms empanelled with State Works Department/CPWD/NDMC/MCD/M.P.L.U.N and reputed supplier** for the Supply of Kitchen items and will be received at the Office of the **Addl. Commissioner, M.P. Bhawan** up to 3 P.M. on the 26/03/2019

- | | | | |
|-------|--|---|--|
| 1.1.1 | Name of work | : | Annual Supply of Kitchen Items |
| 1.1.2 | Amount of Estimate | : | Rs. 4,90,000 |
| 1.1.3 | Amount of Earnest Money and Security Deposit | : | Rs. 9,800/- (Demand Draft) payable at New Delhi. |
| 1.1.4 | Period | : | One year from the date of acceptance, which can be extended on mutual consent. |

1.2 Not more than one tender shall be submitted by a contractor or by a firm of contractors.

1.3 No two or more concern in which an individual is interested as a proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.

1.4 The **Resident Commissioner, M.P. Bhawan, New Delhi** shall be accepting officer here in after referred to as such for the purpose of this contract.

- 1.5 Application for issue of tender documents shall be submitted to **The Addl. Resident Commissioner, M.P. Bhawan, New Delhi** so as to reach the office not later than 26.03.2019. The sealed envelopes should clearly indicate the tender No. and name of the work on the right top of the envelope.
- 1.6 The EMD must be deposited by a account payee bank draft of any scheduled bank drawn in favour of "**Additional Resident Commissioner, M.P. Bhawan, New Delhi**" payable at New Delhi and must be submitted in a separate sealed cover along with the tender.
- 1.7 All disputed arising out of or in any way connected shall be deemed to have arisen in New Delhi and only the courts in New Delhi shall have jurisdiction determine the same.

2 RATES:

- 2.1 The schedule of items: -

The schedule of main items to be supplied is enclosed in Annexure - (A)

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

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3. Technical Detail

3.1	Name of Bidder	
3.2	Names of Directors	
3.2.1	Full Particulars of Office	
3.2.1	Address	
3.2.2	Telephone No.	
3.2.3	Fax No.	
3.2.4	E-mail Address	
3.3	<i>Full Particulars Of The Bankers Of Company, With Full Address / Tel. No.</i>	
3.3.1	Name of the Bank	
3.3.2	Address of the Bank	
3.3.3	Telephone No.	
3.3.4	Fax No.	
3.3.5	E-mail address	
3.3.6	Alternative E-Mail Address	
3.4	<i>Registration Details</i>	
3.4.1	PAN/TAN No.	
3.4.2	GST Registration No.	
3.5	<i>Details of Earnest Money Deposit</i>	
3.5.1	Amount (₹)	
3.5.2	D.D No. and Date	
3.5.3	Drawn on Bank	
3.5.4	Valid up to	
3.6	<i>Registration / Empanelment No.</i>	

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4. TENDER FOR ANNUAL SUPPLY OF KITCHEN ITEMS

- 4.1 I/We hereby tender for the supply to the Governor of M.P. (hereinafter called the Governor) of the articles and materials mentioned in the schedule attached to this tender form.
- 4.2 I/We undertake to deliver such number or quantity of articles and materials as I/We may be called upon to supply from time to time under the condition hereto annexed [(A) at the unit rates inclusive of carriage charges I/We have noted against each article or class of material in the schedule]. during the period commencing from date of accept for one year my/our tender of rates the place of delivery shall be deemed to be M.P. Bhawan/ Madhyanchal Vasant Kunj, New Delhi.
- 4.3 Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh or his successor in Office the sums of money mentioned in the said conditions.
- 4.4 The sums of **Rs. 9,800/- (Rupees Nine Thousand Eight Only)** through bank draft of nationalize bank payable to Addl. Resident Commissioner is herewith, forwarded as earnest.
- 4.5 Successful tenderer have to deposit Rs. 24,500/- security deposit through DD in favour of "Additional Resident Commissioner, M.P. Bhawan, New Delhi" payable at New Delhi.

Dated / /2019

Witness

Tenderer's Signature.....

Address

Address.....

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Signature of Contractor before
Submission of tender

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5. Conditions of Contract

- 5.1. The tender will be opened by committee authorised by Additional Resident Commissioner, M.P. Bhawan, New Delhi.
- 5.1.1 The lowest tender will be decided based on the item wise lowest rates and accordingly orders will be placed to the firm against their lowest quoted rates as per requirement.
- 5.1.2 Copy of empanelment/ registration, firms or supply order to the tune of Rs. 4.50 Lakh or above with any State Works Departments/ CPWD/ NDMC/ MCD/ MPLUN is required to be attached.
- 5.2 Purchase order of material shall be issued as and when required and the contractors shall ensure for the items against lowest quoted rates delivery of materials within time specified, in such order.
- 5.3 The earnest money deposited by the firm/firms whose tenders are accepted shall be treated as security deposit to be refunded after successful completion of contract period.
- 5.4 Any compensation or other sums payable by the contractor to the MP Bhawan under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the MP Bhawan on any account whatsoever.
- 5.5 In the event of his security deposit being reduced by reason of any such deduction, the contractor, shall within ten days of the receipt of intimation of such reduction, deposit with the Addl. Resident Commissioner through bank draft the amount by which the security deposit has thus been temporarily reduced, failing which, the MP Bhawan shall forfeit the balance of his security deposit and the contract shall be terminated under clause 5.12.
- 5.6 Orders for articles or materials as and when required during contract period named in the Schedule attached to the tender and forming part of this contract shall be made on supply order signed by the Addl. Resident Commissioner. The quantity shown in the annexure may increase or decrease and no claim on this accounts will be entertained whatsoever. The contractor shall deliver the articles or materials at the place or places and within the time on or before the dates mentioned in the supply order and if the contractor refuses or fails to do so, the Addl. Resident Commissioner may purchase in the open market any articles or materials ordered not so supplied and recover from him or from his security deposit the difference between the actual cost of purchase and the amount that would have been payable for the articles or materials under this contract plus 10% supervision charges. If the Addl. Resident Commissioner purchases the articles or materials in the open market at cheaper rates, the contractor shall have no claim for payment of the difference in cost.
- 5.7 If the contractor be hindered in the supply of some articles or materials so as to necessitate an extension of the time allowed in the supply order, he shall apply in writing to the Addl. Resident Commissioner who shall grant it in writing if reasonable grounds be shown for it, and without such written authority, the contractor shall not claim exemption from any recovery which may be made.
- 5.8 The contractor shall, at which he is ordered to make delivery of articles or materials, on the articles or materials being received and approved, a receipt shall be given to him by the authorised person and no article or material shall be considered as delivered until it has been so approved and a receipt given. The delivery shall not be considered as complete until the contractor shall have removed all rejected articles and material and have supplied and delivered the full quantity of approved articles or materials ordered in the supply order .

- 5.9 In the event of the quality of any articles or material being considered by the Addl. Resident Commissioner to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own risk and cost and in the event of his neglecting to do so within such period as may be given by the Addl. Resident Commissioner that officer may have such articles or materials removed at the contractor's risk and expense, the expense incurred being liable to be deducted from the security deposit or from any sum due, due or which may become due, to the contractor. No responsibility shall attach to the authorised person for the safe custody of the articles or materials supplied in excess, disapproved or not so removed.
- 5.10 The contractor shall not be bound to supply any articles or materials of types not included in the schedule.
- 5.11 The contractor shall submit his bill after supply of the materials and shall support it by the receipt which have been given. The Addl. Resident Commissioner shall have the power to deduct as fine for late presentation a sum not exceeding 5 per cent of the amount of any bill not presented by due date.
- 5.12 On the breach of any term or condition of this contract by the contractor, Governor shall be entitled to terminate the contract and to forfeit the security deposit or the balance thereof that may at that time be remaining, and to retain the same as damages and compensation for the said breach, but without prejudice to the right of the MP Bhawan to recover any further sums as damage from any sums due or which may became due to the contractor by the MP Bhawan. Further in the event of termination of the contract the contractor shall have no claim for any compensation for loss in respect of any articles or materials.
- 5.13 The decision of the Resident Commissioner in which this contract is made shall be final, conclusive and binding on the parties to the contract upon all questions relating to the meaning of anything contained in the conditions hereinbefore mentioned and as to the quality of the articles or materials, or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to, the contract, orders or these conditions, or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or termination thereof.
- 5.14 If there is any difference between in amount the words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.

6. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 6.1 The contractor shall be responsible for all rules/regulations of central and state Government.
- 6.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including terms may be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 6.16.3 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

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Annexure-'A'

FINANCIAL BID

KITCHEN ITEMS RATE CONTRACT

(Rate in Rs.)

Kitchen Items				
S. No.	Particulars	Make	Approx Qty. per Annum	Rate Per Unit (Exclusive GST)
1.	Curry Bowl (Ord.) (White)	Harmonia/Laopla	320 pcs.	
2.	Curry Bowl (Bone China) (White)	Harmonia/Laopla	50 pcs.	
3.	Electric Kettle (SS) 1.5 ltr	Philips	62 pcs.	
4.	Tea Flasks (4 Cups) (SS)	Milton	20 pcs.	
5.	Tea Thermos (6 Cups) (SS)	Milton	20 pcs.	
6.	Tea Set (Bone China) Six Cup Capacity	La oppla	4 Set	
7.	Full Plates (Ord.) (White)	Harmonia/Laopla	450 pcs.	
8.	Soup Bowls (Ord.) (White)	Harmonia/Laopla	320 pcs.	
9.	Water Glass (Ord.)	Yera	750 pcs.	
10.	Water Glass Borosil (Large)	Borosil	150 pcs.	
11.	Water Glass Borosil (Medium)	Borosil	150 pcs.	
12.	Water Glass Borosil (Small)	Borosil	150 pcs.	
13.	Water Thermos (2 ltr.)	Milton	20 pcs.	
14.	Water Thermos (1500 ml.)	Milton Thermosteel	12 pcs.	
15.	Commercial Wet Grinder (Idly) 5 Kg. (ISI Marked)	As per sample	01 no.	
16.	Quarter Plates (Ord.) (White)	Harmonia/Laopla	450 pcs.	
17.	Coffee Mug (White)	Laopla/ Bharat	150 pcs.	
18.	Tray Melamine (Small)	As per sample	50 pcs.	
19.	Tray Melamine (Medium)	As per sample	50 pcs.	
20.	Tray Melamine (Large)	As per sample	50 pcs.	
21.	Cup & Saucer (White)	Harmonia/Laopla	620 pcs.	
22.	Gas Stove (2 Burner)	Sunflame or Equivalent quality	01 pcs.	
23.	Pressure Cooker (5 ltr.)	Hawkins/Prestige	02 pcs.	
24.	Pressure Cooker (10 ltr.)	Hawkins/Prestige	02 pcs.	
25.	Juicer	As per sample/Burg	01 pc.	

26.	Chafing Dish (Electrically Operated)	As per sample	08 pcs.	
27.	Soup Chafing Dish (Electric)	As per sample	01 pc.	
28.	Cutlery Stand 2 Tier	As per sample	01 pc.	
29.	Snack Warmer Tray	As per sample	04 pcs.	
30.	Sachet Holder (Covered)	As per sample	75 pcs.	

Sample of every item can be seen in Madhya Pradesh Bhawan before quoting the rate.