No. F-16016/02/2017-General
Government of India
Ministry of Rural Development
(Department of Rural Development)
Krishi Bhavan, New Delhi
Dated the 23rd July, 2018

E-TENDER NOTICE

Subject: E-Tender for Supply of working lunch/high tea in the Department of Rural Development.

E-Tender is invited for entering into an annual rate contract with the Department of Rural Development for supply of working lunch/refreshment in the Department of Rural Development.

Office of Issue: Department of Rural Development
Krishi Bhavan, New Delhi - 110001

Tender No. F-16016/02/2017-General

Last Date & Time for receipt of quotations: 20.08.2018 at 03.00 P.M.
Date & Time for opening of the quotations: 22.08.2018 at 04.00 P.M.

2. E-Tender is invited following Two Bids System i.e. Technical Bid (Annexure-III) and Financial Bid (Annexure-IV), instruction to the Bidder for online submission are also attached.

3. Only those tenderers qualifying the technical bids shall be eligible for opening of Financial Bids. The committee may inspect the hygiene being mentioned by rates and also test some of the items.

5. E-tender document, containing schedule of requirement, detailed terms & conditions and eligibility criteria can be downloaded from the website of Central Public Procurement Portal: http://www.eprocure.gov.in.

6. No hard copies of the tender will be accepted. All the documents in support of eligibility criteria, EMD, etc. are to be scanned and uploaded along with the tender documents.

7. The quotation in this regard will be accepted online upto 22.08.2018 on 04.00 P.M. The bids shall be opened online on 22.08.2018 at 04.00 P.M. in Room No. 361, Krishi Bhavan, New Delhi.

The Ministry representative of participating firms may be present during opening of quotations. The Ministry reserves the rights to reject any or all quotations without assigning any reasons thereof.

Encl: Annexures-1 to IV

(Dinesh Kumar)
Under Secretary to the Govt. of India
Tele: 23071372

Copy to:
(i) NIC with a request to place the complete tender enquiry along with terms and conditions on the Department’s website.
(ii) All Ministries/Departments of the Government of India. They may bring this to the notice of contractors engaged by them for supply of electrically items.
Instructions for Online Bid Submission (ANNEXURE-I)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

[Signature]

Dinesh Kumar / Under Secretary
Government of India
Ministry of Rural Development
Krishna Bhawan, New Delhi
PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual report, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be dropped in a sealed envelope in the Tender Box installed at Room No.361, Krishi Bhawan, New Delhi-110001 latest by the last date of bid submission. 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 uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should
save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e., after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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[Signature]

Dinesh Kumar
Under Secretary
Government of India
The Contract shall be governed by the following terms and conditions:

1. The contractor should have the following scanned documents attached with the quotation failing which quotation will be summarily rejected:

   (i) Attested copy of certificate of Registration with Delhi GST/CGSTIN
   (iii) Copy of certificate of Registration with Service Tax Department
   (iv) GST Registration No.
   (v) PAN
   (vi) Experience certificates (copies of the work orders of at least two Govt. Departments/PSUs corporate houses for the last 03 years (FY 2015-16, 2016-17 and 2017-18)
   (vii) Undertaking certificate on the letter head of the firm that firm is not blacklisted.
   (viii) EMD for an amount of Rs 45,000/-

2. The invitation is open to reputed suppliers/distributors of working lunch/high tea in the Department of Rural Development.

3. This contract shall cover the supply of working lunch/high tea items supplied in this Department located at Krishi Bhavan, CGO Complex (Lodi Road), Baba Kharak Singh Marg, Rajendra Bhavan (near ITO), India Habitat Centre and NDCC-II Building, New Delhi and at the residence of the Minister (RD)/MOS (RD) etc. It is to mention that the approximate expenditure on Lunch/High Tea in this Department during FY 2016-17 is 15 Lakhs and during FY 2017-18 is Rs. 18 Lakhs.

4. The interested parties may submit scanned copy of the Earnest Money Deposit (EMD) of Rs 45,000/- (Rupees Forty Five Thousand Only) in the form of Demand Draft, FDR, Bankers Cheque drawn on any Nationalised Bank and drawn in favour of PAO, Ministry of Rural Development, Krishi Bhavan, New Delhi. The Scanned copy of EMD must be uploaded with the Technical Bid and original of the same has to be dropped in the Tender Box at Room No.361 (third floor, Krishi Bhawan, New Delhi-110001) latest by the last date and time of bid submission. Tenders received without earnest money deposit will be summarily rejected. The bid security would be valid for a period of 90 days from the date of closing of the bid.

5. The Technical bids in Annexure-III shall be opened by the Tender Opening Committee and thereafter evaluated by an Evaluation Committee. Tenderers furnishing incomplete information, or information without relevant documents as required in any of the columns in Annexure-II, may be deemed ineligible and rejected outright.

6. Only tenderers qualifying in the Technical Bid shall be considered for opening of financial Bids, at a date and time that shall be intimated by this Department. Consolidated contract will be given to the supplier/shopkeeper who is/are eligible in all respects. The L-1 firm shall be determined on the basis of quoted rates of total amount, items mentioned at Sl.No. A to E in the Financial Bid (Annexure-IV). The Department may exercise discretion to empanel more than one supplier provided the next firm agrees to supply items of requisite quality at common L-1 rates.

[Signature]
7. The items supplied must be of superior quality, if it is found that the item supplied is not of standard quality, the item will not be purchased from the supplier/shopkeeper even if they are L-1. This Ministry will not accept duplicate/substandard/expired items. The tenderer must confirm in writing that the edible oil/ghee/atta/Dals used in the preparation of lunch/dinner or High Tea are Agmark/Fssai certified products. In case any duplicate/identical goods of varying quality is supplied by them, the contact shall be cancelled and goods shall be purchased from the L-2 quoting firm or market, and the difference in price would be recovered from the L-1 supplier/shopkeeper.

8. The scanned copies uploaded should be clear and legible. Each page of the tender document including all annexure shall be signed and stamped by tenderer. The bids shall be valid for a period of 90 days from the date of opening of tender.

9. The Department reserves the right to reject or to accept any quotation in whole or in part without assigning any reason thereof.

10. The participating firms should quote their rates for the items for which they wish to quote. Bids not meeting even the basic cost of the inputs i.e. unreasonably low prices just to undercut and obtain contract are liable to be ignored to maintain the required standards of work being awarded.

11. No conditional bids will be accepted and such bids are liable to be summarily rejected by the competent authority at his discretion.

12. The tenderer must have at least 3 year’s experience of undertaking similar work in other Ministries/Departments of the Central Government/PSUs/Corporations/Autonomous bodies/corporate houses and must have annual turnover of more than 15.00 lakhs or more every year during the past two years. However, the condition of prior experience is relaxed for startups (as defined by DIPP) subject to meeting of quality & technical specification, etc. The startups should have a turnover of Rs. 7.50 Lakhs.

13. The successful bidder/supplier will have to deposit a performance security of Rs. 90,000/- (Rupees Ninety thousand only) in form of Fixed Deposit Receipt (FDR)/Demand Draft/Bank Guarantee issued by a commercial/scheduled bank within 10 days of award of contract. The performance security should be valid for a period of 60 days from the expiry of the contract. Performance security would be released after satisfactory completion of the contract and after adjusting the dues, if any.

14. Bid security of the unsuccessful bidder will be returned after the expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

15. Bid security of the successful bidder will be returned after receipt of performance security.

16. The empanelled supplier(s) is/are required to deliver the items to the full satisfaction of this Department and the testing in the rates. In case of emergency, the supplier shall be required to supply the required quantity of goods within 2 hours on the basis of orders placed telephonically. The items should be hygienically packed. The Department may inspect the condition of the kitchen of the contractor.

17. If the contractor fails to supply the items, the same shall be purchased from the open market at the risk and expense of the defaulting party. If the failure continues for the second time or is repeated on the part of approved supplier, action including forfeiture
of performance security, cancellation of contract, blacklisting of firm etc. as deemed fit, may be taken by the Department against the contractor.

18. The owner/firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so that he contacted immediately in emergent cases. The mobile number may also be provided.

19. Order for items shall be placed on need basis. If the selected supplier/shopkeeper fails to deliver the items or to replace the defective/spurious items within the prescribed time, penalty to such effect would be charged, as would be required to be paid by the Ministry to an outside agency for such items and shall be adjusted against the firm’s pending bills.

20. In emergency, the working lunch/high tea may be required after office hours or on Saturday/Sunday.

21. The Department shall not be responsible for any financial loss or other injury to any person deployed by the contracting firm in the course of their performing the duties to the Department of Rural Development in connection with the supply of working lunch/high tea items.

22. The supplier/shopkeeper should not have been blacklisted by any Ministry/Department/PSU of the Government of India or their business dealings with the Government Ministries/Departments should have not been banned.

23. The contracting firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other supplier/Firm/Agency without the prior written consent of this Ministry.

24. The contractor/supplier shall be responsible for smooth and satisfactory working of the supply of working lunch/high tea items. It shall be obligatory on the part of the contractor/supplier to carry out of supply of working lunch/high tea items under his direct supervision and control and under no circumstances the supply shall be assigned to sub-contractor/supplier.

25. The successful contractor/supplier shall be required to provide the working lunch/high tea during the entire period of contract at the rates as approved on the basis of the quotation. If for any reason, the supplier is not able to provide the lunch/high tea, the same shall be got from some other supplier or from the open market at the cost of the contractor/supplier and the expenditure incurred thereon shall be recovered from the bills of the shopkeeper/supplier. This may also be treated as unsatisfactory performance on the part of shopkeeper and even entail the termination of the contract and forfeiture of the performance security.

26. The contractor/shopkeeper shall be responsible for payment of wages/settlement of dues of workers engaged by the firm as per prevailing labour/wage laws in force in NCI of Delhi and the Department of Rural Development shall not be a party to any dispute between the contractor and workers. Acceptance of the contract indemnifies Department from any liability arise out of out of it.

27. No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm except the all inclusive rates and the rates permitted under this contract.

Dinesh Kumar

Assistant Secretary
Department of Rural Development
M/o Rural Development
Cnr. F-11, New Delhi, India
28. In case of any deficiency in service, a penalty up to 5% of the total amount of the bill for the relevant month will be imposed in the first instance and up to 10% in the subsequent instances.

29. All matters/disputes pertaining to the tender and resultant contract shall be settled by the Head of the Department or Officer nominated by him for the purpose. The contract terms are interpretable under the applicable Indian Law subject to the jurisdiction of NCT of Delhi.

30. Un-realistic rates (i.e. too low) quoted by the firms/supplier will make their tender liable to being summarily rejected by the Ministry. No correspondence in this regard shall be entertained.

31. The cost of materials, equipments machines and related labour and transportation charges shall be borne entirely by the firm to whom contract has been awarded.

32. No increase in amount shall be considered at all during the full period of AMC.

33. Payment would be made on monthly basis on submission of bill along with satisfactory report from the concerned user, subsequent to production of PAN, TIN and Service Tax numbers issued by Income Tax Department in the name of the firm only and not in the name of individual.

34. The contracting firm/supplier/shopkeeper will be bound by the details furnished to the Ministry, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm/supplier liable for legal action besides termination of contract and forfeiting of performance security deposit.

35. No advance payment will be made. The payment will be made at the approved rates through ECS on receipt of pre-receipted bill in triplicate.

36. Performance Security money will be forfeited, if the supplier is found violating any of the terms and conditions of the contract or the supplier’s services is found unsatisfactory.

37. Any sum of money due and payable to the contract holder/supplier can be appropriated by this Department for being set-off against any claim of this Department from due bills and/or performance security deposit.

38. In case of any dispute over any matter relating to the contract arising during the period of contract, the decision of this Department will be final and binding upon the contractor/supplier.

39. The contract shall commence from the date of award of contract to the firm/supplier and shall continue for a period of one year, unless it is curtailed or terminated by this Ministry owing to deficiency of service or supply of substandard quality of materials.

40. The contract shall automatically expire after one year from commencement, unless extended further by mutual consent. The contract may be extended on the signed terms and conditions or with some addition/deletion/modification for a further period of one year, subject to satisfactory performance.

41. The tenderers are requested to read and understand the terms and conditions of the contract mentioned in the foregoing paragraphs before sending their quotation, as no
violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office.

42. Neither Department of Rural Development nor NIC shall be responsible for non-accessibility of procurement portal due to technical glitches or internet connectivity issues at Tenderers end.

43. If the date fixed for opening of the Tender is declared as holiday, the tender will be opened on the next working day.

44. The rates for the quoted items should not be higher than those quoted in any other organization or the MRP.

45. The bidder quoting the lowest rates for respective item shall be selected. Department may consider to appoint more than one suppliers on lowest common rates and in that case, order may be placed on any appointed supplier at the sole discretion of the Department.

46. Bidders convicted of following offences are debarred (i) Convicted under Prevention of Corruption Act, 1988. (ii) Convicted under Indian Penal code or any other law for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

47. Bids received without EMD/Bid Security or received after the scheduled date and time of receipt of bids shall not be considered. The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms and conditions of the tender. No exemption shall be given to any firm with regard to depositing of Bid Security. However, Micro, Medium and Small Enterprises (MSEs) are exempted from depositing of Bid Security. The Department reserves the right to reject or to accept any quotation in whole or in part without assigning any reason thereof.

48. The firm may depute its one representative to be present at the time of the opening of bid at Room No.361 (Third floor, Krishi Bhawan, New Delhi-110001). The tender related queries (bidding process, rejection of bid etc) can be asked between 2:30PM to 4:30PM on any working day from Section Officer(Genl.) Room No.38A, Krishi Bhawan, New Delhi-110001 (Ph. No.-23384591) or writing a letter to the section officer (Genl.).

(Dinesh Kumar)
Under Secretary to the Government of India.
Tele: 23071372.

(Dinesh Kumar)
Under Secretary to the Government of India.

Dinesh Kumar / DINESH KUMAR
Chief Secretary / Under Secretary
Government of India
Krishi Bhawan, New Delhi
ANNEXURE-III

QUOTATION/Technical BID FORM

Annual contract for Supply of packet working lunch/refreshment in the Department of Rural Development for the Year 2018-19.

(i) Name of the firm (in Block letter)

(ii) Address

(iii) Name of the representative of firm

(iv) Copy of registration number of the firm

(v) License of the firm

(iv) Telephone No./ Mobile No.

(v) Bank Draft Amount, No, date & Name of Bank

(vi) Service Tax No. (Proof thereof)

(vii) GST registration (Proof thereof)

(viii) PAN (proof thereof)

(ix) Email ID

(x) Whether the firm is blacklisted?

(xi) Experience in supply of working lunch/high tea in Govt. Department/organization/Corporate house (Certificates enclosed) :-

Name of Deptt./PSU

Period

(xii)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Turnover of the firm during</th>
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<tbody>
<tr>
<td></td>
<td>(Relevant pages of Profit/Loss audited by CA for the following Financial Year should be enclosed)</td>
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<tr>
<td>1.</td>
<td>2016-17</td>
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<tr>
<td>2.</td>
<td>2017-18</td>
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</tbody>
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2. I/we hereby declare and affirm that I/we have read and understood the terms and conditions of the contract as stipulated in the tender notice No. D-16016/02/2017-General (355185) dated ______________ 2018. Accordingly, I/we hereby accept the terms and conditions and offer the rate of supply of working lunch/high tea in the Department of Rural Development as indicated at ANNEXURE-IV.

Authorized Signatory

Name (in Block letters)

Official seal of the firm

[Signature]

[Stamp]
<table>
<thead>
<tr>
<th>SN</th>
<th>Item (S)</th>
<th>In figure</th>
<th>Rate in Rupees (in words)</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Working lunch (Normal) which will include the following items</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(Rice-130g, One Vegetable, Dal Makhani-90g, Shahi Paneer-90g, Roti/Paratha-02, Salad, Papad, Rayata, Pickle, Sweets-01)</td>
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<td>B</td>
<td>Working lunch for Dignitaries, which will include the following items</td>
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<td></td>
<td>(Rice-130g, Dal Makhani-90g, Veg Mix-90g, Shahi Paneer-90g, Mushroom + Mutter-90g, Salad, Papad, Pickle, Dahi-100g, Chapati/Paratha - 2 piece, Ice Cream-01, Juice-200 with no added sugar, Sweets - 1)</td>
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<tr>
<td>C</td>
<td>Working lunch (South Indian), which will include the following items</td>
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<td></td>
<td>(Halwa (Sweets), Rice- g, Uttapam, Idli- 2 piece, Small Dosa - 1, Vada-1 Peace, Sambar, Chutney)</td>
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<td>D</td>
<td>High Tea (Excluding Tea/Coffee), which will include the following items</td>
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<td></td>
<td>[Paneer Pakora/Samosa/Dhokla/Khanvi - 1 Piece, Veg Sandwich - 1, Juice (250 gm) (with no added sugar), Kaju Katli - 2 piece]</td>
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<tr>
<td>E</td>
<td>High Tea for dignitaries, which will include the following</td>
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<tr>
<td></td>
<td>[Paneer Pakora/Samosa/Dhokla/Khanvi - 1 Piece, Veg Sandwich - 1, Juice (250 gm) (with no added sugar), Kaju Katli - 2 piece, Dhokla - 1 piece, Roasted Kaju/ Roasted Badam - 25 gm.]</td>
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<td><strong>Total amount (A+B+C+D+E)</strong></td>
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<td>F</td>
<td>Kaju Katli (01 Kg)</td>
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<td>G</td>
<td>Dhokla (01 Kg)</td>
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<td>Laddu (01 Kg)</td>
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<td>I</td>
<td>Khancvi (01 Kg)</td>
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<td>J</td>
<td>Other Misc items as requested by the user (on MRP)</td>
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