

MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES



Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society Ltd. SIKKIM KISHAN SOCIETY Head Office Tareybhir/Moonew, PO & PS Sombaria, West Sikkim Phone No. 9474524947, 9593376804 Email: Sharma.ramnarayan@yahoo.com

> Tender Notice No. SFURTI/VGC-C/01/20-21 Date : 13.08.2020

Sealed Tenders are invited by Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society Limited, the Implementing Agency (IA) of SIKKIM KISHASOCIETY Head Office Tareybhir/Moonew, PO & PS Sombaria, West Sikkim, from reputed civil contractors for the following works under the Scheme of Fund for Regeneration of Traditional Industries (SFURTI) of Foundation of MSME Clusters, Ministry of MSME, Government of India.

Name of Work	EMD
Construction of single floor shed buildings and attached Enrich, Vermicompost Vermiwash farm common facility centre of Moonew	Rs. 35,000/- in the form of Demand Draft drawn in favour of "Moonew Tareybhir S. E.", payable at Sikkim State Co- operative Bank. LTD.
Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society under SFURTI at Moonew Busty, PO & PS Sombaria, West	
Sikkim,District Geyzing. Survey No. 141/597 Kami Dara Land, Sikkim.	

The tender schedule can be downloaded free of cost from the website (Name of Website FMC:fmc.org.in)

The last date for submission of tenders is upto 0900 Hrs on 11.09.2020 and will be opened on the same day at 2:30 Hrs. The tender document shall be submitted at the office of Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society under SFURTI at Moonew, Near Moonew School 737121.

sd/ - Chief Executive Officer Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society Limited

## Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society Limited Head Office Tareybhir/Moonew, PO & PS Sombaria, West Sikkim Phone No. 9474524947, 9593376804 Email: Sharma.ramnarayan@yahoo.com

## Tender Notice No. SFURTI/S. E-C/01/20-21 Date : 13.08.2020

Construction of Industrial work shed buildings and amenities for the common facility centre of Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society Limited Head Office Tareybhir/Moonew, PO & PS Sombaria, West Sikkim.

Date & Time of Release of Tender	11:00 Hrs, 13-08-2020
Last date for receiving email queries	17:00 Hrs, 07-09-2020
Clarification of email queries	17:00 Hrs, 07-09-2020
Last Date & Time for Submission of Bid	Before 11:30 Hrs, 11-09-2020
Date & Time of Opening of Bid (Technical bid only)	2:30 Hrs, 11-09-2020

Technical Agency CSIR-Institute of Himalayan Bioresource Technology, Palampur-176061 (HP).

SECTION NO.	CONTENTS       DESCRIPTION	PAGE NO.
1	Preamble	4
2	Scope of Work	5
3	Qualification of the Tender	5
4	Language of the Tender	6
5	Purchase of Tender Documents	6
6	Prebid Queries	6
7	Clarification on the Tender Documents	6
8	Amendment of the Tender Documents	7
9	Authorization of the Tenderer	7
10	Pre-Visit of Site	7
11	Specific Instruction to Bidders	8
12	Submission of Tender in two cover system	8
13	Ernest Money Deposit	8
14	Validity	9
15	Opening and Evaluation of Tender	9
16	Price offer	10
17	Evaluation of the Price	10
18	Award of Contract	10
19	Security Deposit	10
20	Agreement	10
21	Issue of Work Order	11
22	Defect Identification and Rectification	11
23	Employment of Technical Assistants	12
24	Payment Terms	12
25	Penalty	12
26	Termination of Contract	13
27	General Condition	13
28	Arbitration	13
29	Jurisdiction of the Court	14
Annexure No.	Annexures	Page
Ι	Building Drawings and BoQ	15
Ii	Part – I (Covering Letter)	17
Iii	Details of the Tenderer	19
Iv	Annual Turnover Statement	20
V	List of Works Executed in Last 3 years	21
Vi	Declaration of Not having blacklisted	22
Vii	Declaration for not having tampered the tender	23
	Documents	
Viii	Part – II (Cover Letter)	24
xi	Price Bid	25
Х	Checklist of Documents	26

# CONTENTS

## TENDER FOR THE CONSTRUCTION OF SINGLE FLOOR BUILDINGS AND VERMCOMPOSTING FARM FOR ENRICH & VERMICOMPOST CLUSTER

## 1. PREAMBLE

Ministry of MSME, Government of India has formulated "Scheme of Fund for Regeneration of Traditional Industries (SFURTI)", for the development of Village industries in order to organize the traditional industries and artisans for their growth and long term sustainability. The scheme stipulates Foundation for MSME Clusters (FMC) as the Nodal Agency for such clusters.

The scheme specifies the following institutional arrangement at the operational level:

- a Special Purpose Vehicle (SPV) be formed to develop and manage the cluster
- an Implementing Agency (IA) is appointed to undertake scheme implementation
- a Technical Agency (TA) is designated to assist and guide the scheme implementation

Enrich & Vermicompost Cluster is approved under the scheme. Moonew Tareybhir Enrich & Vermicompost Production Production Co-operative Society having administrative office at Moonew, Near Moonew Primary School, West Sikkim, is the Special Purpose Vehicle (SPV) of the Cluster. M/s. Sikkim Kishan Society of Moonew Tareybhir is the Implementing agency of the cluster and Technical Agency CSIR-Institute of Himalayan Bioresource Technology, Palampur-176061 (HP). is the designated Technical agency for the cluster.

The scheme envisages establishment of upgraded production infrastructure, as the Common Facility Center (CFC), for the manufacturing of value added products and stipulates the building construction and machinery procurement for the establishment of CFC should adhere the General Financial Rules (GFR) of Government of India. Accordingly, the tender procedures are being undertaken for the construction of CFC building works and procurement of machineries.

Moonew Tareybhir Enrich & Vermicompost Production Production Co-operative Society, the Special Purpose Vehicle (SPV) of Enrich & Vermicompost Cluster, having the administrative office at at Moonew, Near Moonew Primary School, West Sikkim, propose to establish a Common Facility Centre (CFC) at Moonew, PO & PS Sombaria, West Sikkim, District Geyzing. Survey No. 141/597 Kami Dara Land, Sikkim, with the financial assistance from Government of India under SFURTI.

In this context, on behalf of SPV. M/s Moonew Tareybhir Enrich & Vermicompost Production Production Co-operative Society Limited, the Implementing of Sikkim Kishan Society Cluster having administrative office at Agency (IA) Moonew, Near Moonew Primary School, West Sikkim, 737121 invites sealed tenders from Civil contractors in "Two Cover System" for the construction of Single floor work shed buildings and amenities for the Common Facility Center for Enrich & Vermicompost Production Cluster through transparent bidding process. The Tender notification has been published fixing the last date of submission of tender as before 11:30 Hrs of 11.09.2020 and the date of opening of tender as 2:30 Hrs of 11.09.2020.

4 | P a g e

# 2. SCOPE OF WORK

a) The successful tenderer should undertake construction of industrial work shed buildings and amenities at at Moonew, PO & PS Sombaria, West Sikkim, District Geyzing. Survey No. 141/597 Kami Dara Land, West Sikkim.

b) The successful tenderer should complete the construction of industrial work shed buildings and amenities within 120 days from the date of receipt of Work Order.

# 3. QUALIFICATION CRITERIA.

3 (a)	Qualification Criteria. The tenderer should be a	(i) In case of Private / Public Limited
	registered legal entity.	Companies,
3 (b)	The tenderer should be an eligible Civil contractor	<ul> <li>Copy of Incorporation Certificate issued by the Registrar of Companies/Govt.</li> <li>Department.</li> <li>Copy of Memorandum and Articles of Association</li> </ul>
3(c)	The tenderer should have at least 3 years of experience (as on 31 <sup>st</sup> March 2020) as Civil contractor.	<ul> <li>(ii) In case of Partnership Firm,</li> <li>Registered Partnership deed</li> <li>(iii) In case of Proprietorship Concern,</li> <li>GST Registration Certificate / PAN Card.</li> </ul>
3(d)	The tenderer should have been awarded and successfully completed at least three works of similar nature in the last 3 years (as on 31 <sup>st</sup> March 2020).	<ul> <li>(i) Valid Registration Certificate from PWD / CPWD / Highways dept. any other state or central government department</li> <li>(ii) Valid registration of GST</li> <li>(i) Work orders issued by clients</li> <li>(ii) Performance certificate issued by clients.</li> <li>(iii) List of construction works executed</li> <li>in last 3 years as per Annexure-V</li> <li>Annexure-V</li> <li>(i) Work orders issued by clients</li> <li>(ii) Performance certificate issued by clients.</li> </ul>
3(e)	The tenderer should have reported a minimum Average Annual Turnover of Rs. 17.5 lakhs in the last three consecutive financial years i.e. 2016- 17, 2017-18 and 2018-19.	<ul> <li>(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure IV.</li> <li>(ii) The Annual Report/ certified copies of Balance Sheet, Profit &amp; Loss statement along with schedules for the last 3 consecutive financial years.</li> </ul>
3(f)	The tenderer should not have been blacklisted for supply of any items or services by any Government departments/ agency	The declaration form as per Annexure VI should be enclosed.

The Tender prepared by the tenderer as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed.

## 5. PURCHASE OF TENDER DOCUMENTS

a) The tender document shall be downloaded from (FMC Website:fmc.org.in) at free of cost. The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).

b) The tender document can be downloaded from 05.09.2020 to 07.09.2020.

## 6. PRE-BID QUERIES

Due to Covid 19 Pandemic Pre-bid meeting will not be conducted. The tenderers shall send their queries in writing if any so as to reach IA by 1500Hrs of 09.09.2020 through email to <u>sharma.ramnarayan@yahoo.com</u>. The tenderers are advised to check <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> for up- to-date information.

## 7. CLARIFICATION ON THE TENDER DOCUMENTS

The tenderers may ask for queries in any of the clauses in the tender document before 1500 Hrs. of 07.08.2020. IA will upload the clarification on (FMC Website:fmc.org.in). It is binding on the part of tenderers to check the above said websites for any amendments or clarifications posted during the entire tender process.

## 8. AMENDMENT OF TENDER DOCUMENTS

IA whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender, with the concurrence of the tender committee. Any such addendum or corrigendum will be uploaded on (FMC Website:fmc.org.in) and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

## 9. AUTHORISATION OF THE TENDERER

The Tender should be signed on each page by the tenderer or by the person who is duly authorized for the same by the tenderer.

## 10. PRE-VISIT OF SITE

The tenderer, on his/her own responsibility, risk and cost, is advised to visit and examine the site of works (Moonew Gaon, Survey No. 141/507 Near Sombaria, West Sikkim) and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work(s) as mentioned in the Annexure (I).

# 11. SPECIFIC INSTRUCTIONS TO BIDDERS / CONTRACTORS FOR QUOTING OF RATES

- (a) The contractors are requested to read the detailed specification and quote the lump sum value in the Price bid. Price quoted in the Price bid will only be taken up for comparison and shall be final.
- (b) The tenders invited are based on item wise rates mentioned in the estimate of works/BoQ. Any lumpsum deductions or increase or rebate offered either in the tender or in the covering letter or at any portion of the tender will be ignored and only the price offered in the Price bid alone will be taken as valid quote and taken up for tender comparison. Bidders may quote plus or minus (+ or -) of the lump sum value arrived in the BoQ as in Annexure I. Rates or Lumpsum amounts for items not called for shall not be included in the tender. Any alteration made by tenderer in the contract form, the conditions to Contract, the drawings, specification, or quantities accompanying the same will not be recognized and if any such alterations are made the tender will be void.
- (c) The tenderer / contractor will make his/her/their own arrangements to procure and use ISI Brand Cement and ISI Brand steel required for the work.
- (d) It should be clearly understood that the price quoted by the tenderer /contractor is inclusive of incidental chargessuch as conveyance, loading, unloading, stacking at site, GST, labour cess any other applicable government taxes and testing charges etc., complete.
- (e) The tenderer / Contractor should strictly follow above instructions without fail.

## 12. SUBMISSION OF TENDER IN TWO COVER SYSTEM

- (a) Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- (b) Tenders should be submitted in two parts:
  - i. Part I will cover technical bid and
  - ii. Part II will cover price bid
- (c) Tenderers should ensure submission of all documents pertaining to Part-I and Part II proposals separately as per the Check list given in Annexure -X.
- (d) Tenderers are requested to place Part I and Part II documents in separate sealed covers. Part I cover to be superscripted as "Part I Technical bid" and Part II cover to be superscripted as "Part II Price bid" respectively, mentioning the name and address of the Tenderer in each of the both covers. These two sealed covers (Part I and Part II) must be placed in a single outer cover superscripted as "Tender for the construction of work shed buildings and amenities for Enrich & Vermicompost Cluster" and addressed to "Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society Limited, Moonew, PO & PS Sombaria, West Sikkim 737121" mentioning the name and address of the Tenderer in the outer cover. Tenders shall be submitted in sealed cover and unsealed tenders would summarily be rejected.
- (e) Tenders should be dropped only in the tender box kept at the office of "Moonew Tareybhir SFURTI Enrich & Vermicompost Production Co-operative Society

Limited, Near Moonew Govt. Primary School, West Sikkim, on or before 11:30 Hrs on 11.09.2020. Tenders will not be received by hand.

- (f) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 11:30 Hrs on 21.09.2020. Tenders received after the specified time will not be considered and IA will not be liable or responsible for any postal delays.
- (g) A tender once submitted shall not be permitted to be altered or amended.

#### 13. EARNEST MONEY DEPOSIT

- (a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs. 35,000 /- (Rupees Thirty Five thousand only) in the form of Account Payee Demand Draft drawn on Nationalized Bank "Sikkim State Cooperative Bank in favour of "Moonew Tareybhir SFURTI Enrich & Vermicompost Co-operative Society Limited (Moonew Tareybhir S. E)", payable at Sombaria Branch. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful tenderers at the earliest on the expiry of final bid validity and latest on or before the 30<sup>th</sup> day of the award of contract.
- (b) The Earnest Money Deposit will be retained in the case of successful tenderer and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- (c) Any request of the tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.
- (d) If the tenderer emerges as the successful bidder and after subsequent issuance of letter of acceptance by the IA, failure to sign the agreement, to remit the Security Deposit or to execute the contract as per tender conditions, will result in the forfeiture of the EMD amount remitted.

#### 14. VALIDITY

- (a) The rate quoted in the Tender should be valid for the acceptance by the IA for a minimum period of 90 days from the date of opening of the Tender.
- (b) The accepted rate of the successful tenderer is valid till the entire contract is fully completed. Escalation in the rates will not be entertained under any circumstances.

## 15. OPENING AND EVALUATION OF THE TENDER

(a) The tender box will be closed after 11:30 Hrs as per the office clock on 11.09.2020 and the received tenders in the tender box will only be opened. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Tender committee at 2:30 Hrs on the same day in the presence of the available Tenderers through video conferencing only who choose to be present. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.

- (b) Tender Committee will inform the attested and unattested corrections, before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents not present then, in such cases the Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
- (c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 11:30 Hrs on the next working day and opened at 2:30 Hrs on the same day.
- (d) The Technical bid will be evaluated by the tender committee in terms of the qualification Criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.
- (e) After the completion of evaluation of technical bids, the tenderers declared as qualified by the Committee, will be informed the date of opening of Price bid (Part II).

## 16. PRICE OFFER

- (a) The Price bid should be kept only in the Part II cover.
- (b) The price bid should be prepared as per Annexure-IX.
- (c) The price should be neatly and legibly written both in figures and words.
- (d) In case of discrepancy between the prices quoted in words and figures lower of the two shall be considered.
- (e) If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- (f) Part-II bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

#### 17. EVALUATION OF THE PRICE

- (a) The Tender committee will examine for complete, properly signed and error-free nature of the Price bid (Part II)
- (b) The comparison of the rates offered shall be based on the total all-inclusive rates offered (i.e. sum of all inclusive rate offered for all the tendered items).

## 18. AWARD OF THE CONTRACT

- (a) The Tenderer who has quoted lowest price (L1) will be issued the 'Letter of Acceptance' by the Implementing Agency.
- (b) In unavoidable circumstances, such as receipt of very limited bids or the proposal prices are substantially higher than the market value / updated cost estimate or available budget, the committee may decide upon resorting to Negotiation with the lowest evaluated responsive bidder. In such cases, the Tenderer who has quoted lowest price (L1) will be invited for negotiations and after finalizing the negotiated rate, Letter of Acceptance will be issued.

#### 19. SECURITY DEPOSIT

(a) On receipt of the Letter of Acceptance from IA, the successful tenderer should remit a Security Deposit (SD) of 5% of the value of the contract in the form of Account payee Demand Draft from Indian Nationalized (Sikkim State Co-operative Bank) Bank Guarantee with a validity period of one year in favour of "Moonew Tareybhir SFURTI Enrich & Vermicompost Co-operative Society Limited", payable at Sombaria, West Sikkim, within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.

- (b) Any other amount pending with IA will not be adjusted under any circumstances, against the Security Deposit if so requested.
- (c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- (d) Security Deposit amount remitted will not earn any interest.

#### 20. AGREEMENT

The successful tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the tenderer will be forfeited besides cancelling the Tender.

#### 21. ISSUE OF WORK ORDER

After payment of Security Deposit and successful execution of the agreement, Work Order will be released within 10 days by the IA. The successful tenderer should complete the construction of industrial work shed buildings and amenities within 120 days from the date of receipt of Work Order.

## 22. DEFECT IDENTIFICATION AND IT'S RECTIFICATIONS

- (a) Defect Liability period shall be 6 months from the date of the completion of work. Any defect arising in the work in guarantee period due to faulty workmanship and faulty materials should be rectified by contractor at his own cost.
- (b) Any deficiency in concreting such as cracking, excessive honeycombing, exposure of reinforcement or other fault which entail replacement of the defective part by fresh concrete and whatsoever remedy reasonable required without hampering the structural safely and architectural concept, all at the cost of contractor.
- (c) The successful tenderer should submit bank guarantee equivalent to 10% of the total value of contract valid for 6 months towards Defect Liability.

## 23. EMPLOYMENT OF TECHNICAL ASSISTANTS

(a) The tenderer shall employ qualified technical persons at his cost to supervise the work and the tenderer should ensure the presence of the technical persons at the site of

work during working hours, monitoring all items of works and paying extra attention to such works as may demand special attention.

(b) A movement register should be opened and maintained for Technical persons employed by the Contractor. The Technical persons should note the arrival and the departure timings every day along with their initials in a register. Such Register should be produced during inspection of the Inspecting Officers (Tender committee members).

#### 24. PAYMENT TERMS

- (a) 20% of the contract value will be paid on completion of Foundation level works and submission of Stage level completion certificate by a Chartered Engineer, based on the inspection report by Tender Committee.
- (b) 40% of the contract value will be paid on completion of roof level works and submission of Stage level completion certificate by a Chartered Engineer, based on the inspection report by Tender Committee.
- (c) The balance 40% and SD will be released only after satisfactory completion of the entire contract based on the inspection report by Tender Committee and submission of Chartered Engineer's work completion & valuation certificate and bank guarantee equivalent to 10% of the total value of contract valid for 6 months towards Defect Liability
- (d) IA also reserves the right to recover any dues from the tenderer, which is found on later date, during audit/excess payment, after final settlement is made to them. The successful tenderer is liable to pay such dues to the IA immediately on demand, without raising any dispute/protest.

#### 25. PENALTY

- (a) Failure to execute the entire contract within 180 days from the date of issue of work order will attract a penalty of 1% per week, on the full value of the contract upto a maximum of 5%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- (b) Implementing agency reserves the right to inspect the site at any point of time during the contract period to ensure the progress and quality of work carried out. During the inspection, if any discrepancies found in the quality of work / material used, the IA, with the approval of the tender committee, reserves the right to order for any rework(s) / replace any item(s) of material, as the case may be, in order to ensure the quality of work / progress as per the contract terms.
- (c) All the materials used for construction shall be first use, new, high quality material. Old or Used materials will not be accepted and if found, the decision of Committee, either for rework / replace / deduction in payment shall be binding on the contractor.
- (d) Any delay on the part of IA should be intimated and sorted out immediately without affecting the progress of works.

## 26. TERMINATION OF CONTRACT

IA reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of contract or for any of the reasons.

## 27. GENERAL CONDITION

(a) Conditional tender in any form will not be accepted.

- (b) Any notice regarding any matters, to the contractor shall deemed to be sufficiently served, if given in writing to his usual or last known place of business.
- (c) Tender committee reserves the right to relax or waive or amend any of the tender conditions.
- (e) The successful tenderer shall not outsource/off load either full or part of the work to any other agency / individual without the written consent of the IA
- (e) If the performance of the tenderer is not as per the schedule, then tender committee reserves the right to cancel / reallocate full or part of the contract, at any stage of the contract execution.

## 28. ARBITRATION

(a) In case of any dispute in the tender, including interpretation, if any, on the clauses of the tender or the agreement to be executed, the matter shall be referred by IA / Tenderer to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the Executive Director, Foundation for MSME Clusters (FMC-Nodal Agency) for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.

(b) The venue of the Arbitration shall be at SKS (IA) Office at Moonew. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.

(c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court at Andhra Pradesh only.

## 29. JURISDICTION OF THE COURT

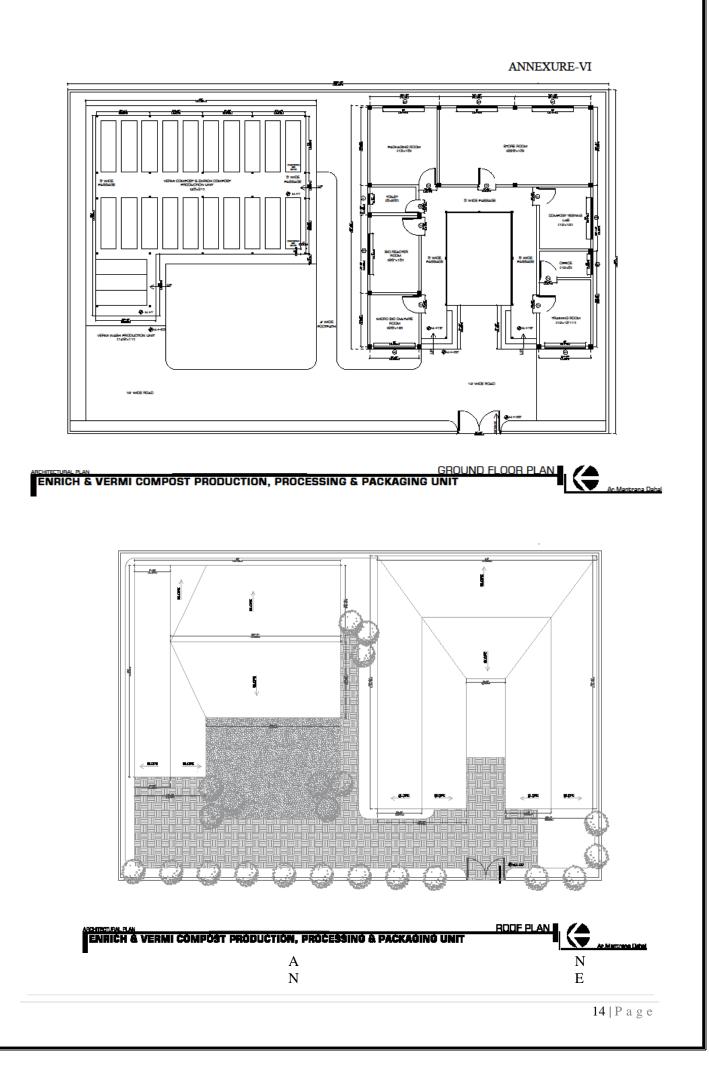
Any dispute arising out of non-fulfilment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the Session Court, Geyzing, Wesr District, Sikkim.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER: DATE: NAME IN BLOCK: LETTERS: DESIGNATION: ADDRESS:

# ANNEXURE - I CIVIL BOQ AND DRAWINGS

	Vremicompost Cluster Commom Facility Center (CFC) Office Cum Lab 6 Rooms with Hall	
1	Stiff Cutting & Ground Leveling conveyance of material, labor and Used of Doser & Stone Breaker	350000
2	Providing p.c.c for Foundation and flooring including cost and conveyance of all material and labor	150000
3	Proving R.R Masonry including Cost and conveyance of all material and labor Protecting Stone Wall two side	180000
4	Providing R.C.C for column footings and Roofing including cost and conveyance of all material and labor	650000
5	Providing steel for Concreting including cost and conveyance of all material and labor	100000
6	Providing Quarques wood as joinery with hard ware fittings, Melamain polishing including cost and conveyance of all material and labor	110000
7	Providing Plastering to the exposed surfaces in C.M 1:6 including cost and conveyance of all material and labor	125000
8	Providing Vitrified tiled flooring including cost and conveyance of all material and labor	100000
9	Providing white wash and Birla putty with emulsion paint exterior and interior including cost and conveyance of all material and labor	100000
10	Providing Safety grills with Enamel including cost and conveyance of all material and labor	70000
11	Providing Toilet dado and fixtures including cost and conveyance of all material and labor	20000
12	Providing False ceiling including cost and conveyance of all material and labor	100000
13	Providing fensing with Safety wire & Iron angle including cost and conveyance of all material and labor	150000
	Vermicomposting Vermi-Wash production Farm	2205000
1	Stiff Cutting & Ground Leveling conveyance of material, labor and Used of Doser & Stone Breaker	150000
2	Providing p.c.c for Foundation and flooring including cost and conveyance of all material and labor	100000
3	Proving R.R Masonry including Cost and conveyance of all material and labor	125000
4	Providing Brick work including cost and conveyance of all material and labor (Vermiwash section)	50000
5	Providing Steall work (Trust) and roofing including cost and conveyance of all material and labor	300000
6	Providing Safety grills with Enamel including cost and conveyance of all material and labor	50000
7	Providing fensing with Safety wire & Iron angle including cost and conveyance of all material and labor	80000
8	Providing RCC Inner division of Vermichamber including cost and conveyance of all material and labor	40000
9	Providing Terrace roof treatment including cost and conveyance of all material and labor	50000
		945000
	TOTAL	3150000
	GST	350000
	GRAND TOTAL	3500000



Date :

 $\begin{array}{ll} R & PART-I \\ E \end{array}$ 

From Name Address To, Moonew Tareybhir sfurti Enrich & Vermicompost Production Co-operative Society Limited Moonew Busty,Officw Below Moonew Primary School, PO & PS Sombaria, West Sikkim, 737321.

Sir,

Sub: Tender for the construction of single floor building and Enrih, Vermicompost & Vermi-wash production for Enrich & Vermicompost Cluster - Submission of Part I – Reg

Ref: Tender Notice No. SFURTI/VGC-C/01/20-21, Dated: 17.08.2020

With reference to your tender notice, we submit herewith our sealed Tender for the construction of Industrial Work shed buildings and Vermifarm for Enrich & Vermicompost Cluster, as specified by IA in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions
- 2) Demand Draft no. \_\_\_\_\_\_ for Rs. 35,000 /- (Rupees Thirty Five thousand only), in favour of " "Moonew Tareybhir SFURTI Enrich & Vermicompost Co-operative Society Limited", Drawn on <u>Sikkim state Co-operative</u> Bank payable at sombaria, West Sikkim, towards Earnest Money Deposit.
- 3) Authorization letter from the Company for the person to sign the tender.
- 4) Details of the Tenderer (as per Annexure-III)
- 5) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV).
- 6) List of Building construction works executed in last 3 years as per Annexure-V
- 7) Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI).
- 8) Declaration for not having tampered the Tender documents downloaded from the websites (FMC Website:fmc.org.in) (Annexure-VII).
- 9) The copy of certificate of incorporation/registration (If applicable)
- 10) Copy of Memorandum and Articles of Association (If applicable)
- 11) Copy of Registered Partnership deed, in case of Partnership Firm (If applicable)
- 12) Copy of GST Registration Certificate & PAN Card
- 13) Valid Registration Certificate from Valid Registration Certificate from PWD / CPWD / Highways department
- 14) Work Orders issued by the clients.
- 15) Performance certificate issued by the clients.
- 16) The Annual Report/certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2016-17, 2017-18 and 2018-19.
- 17) Latest I.T return.
- 18) Notarized translated English version of the documents in a language other than English, if any.

Yours Faithfully

Signature & Seal Name and Designation of Authorized Signatory

Enclosed : As stated above

<ol> <li>Name of the Tenderer;</li> <li>Registered Office</li> </ol>	Telephone Number:
Address:	
3. Contact Person:	Name:
	Designation:
	Phone:
	Mobile: Email:
4. Date of Incorporation:	
5. Legal Status:	Proprietorship/partnership/Pvt. Limited/Public Limited/others(Pl. mention).
6. Eligible license holder of:	
7. Brief Profile of the tenderer:	
8. Number of staffs on regular payroll:	Technical:
of transer of starts on regular payroli.	Administration:
9. PAN Number:	10. GST Registration Number:

## ANNEXURE – III DETAILS OF THE TENDERERS

Yours Faithfully

Signature & Seal

Name and Designation of Authorized Signatory

## ANNEXURE – IV ANNUAL TURNOVER STATEMENT

The Annual turnover of M/s ..... for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Rs. In Lakh
1	2016-17	
2	2017-18	
3	2018-19	
	Total	
Average Annu	al Turnover	

DATE :

# SIGNATURE & SEAL OF THE TENDERER

SIGNATURE OF CHARTERED ACCOUNTANT (with seal, Reg. No. and Address)

# $\label{eq:annex} ANNEXURE-V \\ List of clients for whom Civil construction works undertaken in the past 3 years$

# (Please provide the details for each project in separate sheet along with work Order/completion certificate from client)

S.No	Name & Address of the Client	Details of Work	Extent/Area covered in Sq.ft	Year of Completion	Cost (Rs.in Lakhs)	Work Order & Completion certificate enclosed (Yes/No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

SIGNATURE OF THE TENDERER (with seal and address)

# ANNEXURE – VI CERTIFICATE

## DATE:

Certified that M/s...../ the firm /company or its partners /shareholders had not been blacklisted by any Government Agencies.

SIGNATURE OF THE TENDERER (with seal and address)

## ANNEXURE – VII DECLARATION FORM

## DATE:

a) I/We ...... having our office at ..... having our office at ..... do declare that I/We have carefully read all the conditions of tender sent to me/us by the Sikkim Kishan Society of Moomew Tareybhit, West Sikkim.

, for the tenders floated vide tender ref No. \_\_\_\_\_\_ for the construction of single floor shed building and amenities for Enrich & Vermicompost Cluster and will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site (FMC Website:fmc.org.in) and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with M/s. Sikkim Kishan Society.

SIGNATURE OF THE TENDERER (with seal and address)

## ANNEXURE – VIII PART – II

## From Name Address

Date :

To Moonew Tareybhir sfurti Enrich & Vermicompost Production Co-operative Society Limited Moonew Busty,Officw Below Moonew Primary School, PO & PS Sombaria, West Sikkim, 737321.

Sir,

Sub: Tender for the construction of Industrial Work shed buildings and amenities for Enrich & Vermicompost Cluster - Submission of Part I – Reg

## Ref: Tender Notice No. SFURTI/VGC-C/01/20-21, Dated : 17.08.2020

In continuation of our above tender, we submit herewith the price offer for the single floor Work shed buildings and amenities for Enrich & Vermicompost Cluster " as specified by IA in this tender document.

We agree to abide by the terms and conditions stipulated by the IA and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by the IA in this tender will hold good as per IA tender conditions.

Yours faithfully,

SIGNATURE & SEAL OF THE TENDERER

## ANNEXURE – IX Price Bid

Total Price including taxes	

Note:

a) The Bidder shall quote the Lump sum costs in the above given format.

b) The lump sum offer shall provide for all superintendence, labour, technical assistance, material, plant, equipment and all other things required for executing and completing all the works as per defined Scope of Work.

## SIGNATURE OF THE TENDERER (with seal and address)

# ANNEXURE – X CHECKLIST OF DOCUMENTS

Documents to be enclosed in Part-I:

<u>51.</u>	<u>Suments to be enclosed in Part-I:</u> Checklist	Enclosed	Reference in the Bid
No.	Checklist	(Yes/No)	(Page No.)
1	A covering letter on your letter head addressed to the	(105/100)	(1 age 10.)
1	Secretary, M/s Moonew Tareybhir sfurti Enrich &		
	Vermicompost Production Co-operative Society Limited		
	Moonew Busty, Officw Below Moonew Primary School,		
	PO & PS Sombaria, West Sikkim, 737321.		
	(as per Annexure-II)		
2	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3	Demand Draft for Rs. 50,000/- (Rupees		
	Fifty thousand only), in favour of "M/s Moonew Tareybhir		
	sfurti Enrich & Vermicompost Production Co-operative		
	Society Limited", payable at <u>Sikkim state Co-</u>		
	operative Bank payable at sombaria, towards Earnest Money		
	Deposit.		
4	Authorization letter from the Company for the		
т	person to sign the tender		
5	Details of the Tenderer (as per Annexure-III)		
6	Average         annual         turnover statement duly		
0	certified by a Chartered Accountant (as per		
	Annexure-IV)		
7			
/	e		
0	last 3 years (as per Annexure-V)		
8	Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI)		
9	Declaration for not having tampered the		
	Tender documents downloaded from the websites		
	(FMC Website:fmc.org.in) (Annexure-VII).		
10	The copy of certificate of incorporation/		
10	registration.		
11	Copy of Memorandum and Articles of Association		
12	Copy of Registered Partnership deed, in case of		
14	Partnership Firm		
13	GST Registration Certificate & PAN Card		
13	Valid Registration Certificate from PWD / CPWD /		
14	8		
1.7	Highways department		
15	Work Orders issued by the clients		
16	Performance certificate issued by the clients		
17	The Annual Report / certified copies of Balance Sheet,		
	Profit & Loss statement along with schedules for		
	the last 3 consecutive financial years FY		
	2016-17, 2017-18 and 2018-19.		
18	Latest I.T return		
19	Notarized translated English version of the		
	documents in a language other than English, if any		
	6		
		1	

Documents to be enclosed in Part-II

<u>S1.</u>	Checklist	Enclosed (Yes/No)	
<u>No.</u>			

1	A covering letter on your letter head addressed to the Moonew Tareybhir sfurti Enrich & Vermicompost Production Co-operative Society Limited Moonew Busty,Officw Below Moonew Primary School, PO & PS Sombaria, West Sikkim, 737321. (as per Annexure-VIII)
	Price Bid as per Annexure- IX of the Tender document.

Both 'Part I – Technical bid' cover and 'Part II – Price bid' cover must be placed in a separate sealed cover superscripted as "Tender for the construction of Work shed buildings and amenities for Enrich & Vermicompost Cluster " and addressed to "M/s Moonew Tareybhir sfurti Enrich & Vermicompost Production Co-operative Society Limited

Moonew Busty,Officw Below Moonew Primary School, PO & PS Sombaria, West Sikkim, 737321. , containing the name and address of the Tenderer.

Note: Tenders submitted in unsealed cover would summarily be rejected.