

MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES



GOVERNMENT OF INDIA Karkushala Kaigarika Sahakar Sangh (Implementing Agency for Yadgir Agarbatti Cluster) Shed No. 3&4, Industrial Area, Naubad, Bidar, Karnataka - 585401 Phone No 9448132379 Email : yadgiragarbaticluster@gmail.com



Tender Notice No. SFURTI/YAC-M/01/21-22 Date: 16.09.2021

Sealed Tenders are invited by Karkushala Kaigarika Sahakar Sangh, the Implementing Agency (IA) of Yadgir Agarbatti Cluster, from reputed Manufacturers / Authorized Dealers for supply, erection, installation and commissioning of the following Machinery & Equipment for the Common Facility Centre (CFC) to be set up at Door No. 89/1, Ashok Nagar, Yadgiri, Yadgiri District, Karnataka, under the Scheme of Fund for Regeneration of Traditional Industries (SFURTI) of Foundation of MSME Clusters, Ministry of MSME, Government of India.

Overview of Machinery	Name of Work	EMD		
Agarbatti Making Machineries	Supply, erection, installation and commissioning of the Machinery & Equipment for Making of Agarbatti for Yadgir Agarbatti Cluster under SFURTI Scheme at Door No. 89/1, Ashok Nagar, Yadgiri, Yadgiri District, Karnataka.	Demand Draft drawn in favour of "Karkushala Kaigarika Sahakar Sangh", payable at		

The tender schedule along with detailed Technical Specification can be downloaded at free of cost from the website <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> upto 1000 Hrs on 16.09.2021.

The last date for submission of tenders is upto 1700 Hrs on 06.10.2021 and the same will be opened on the next day at 130 Hrs. The tender document shall be submitted at the office of Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321.

sd/-

Chief Executive Officer Karkushala Kaigarika Sahakar Sangh

## Karkushala Kaigarika Sahakar Sangh (Implementing Agency for Yadgir Agarbatti Cluster) Shed No. 3&4, Industrial Area, Naubad, Bidar, Karnataka - 585401 Phone No 9448132379 Email : yadgiragarbaticluster@gmail.com

Tender Notice No. SFURTI/YAC-M/01/21-22 Date: 16.09.2021

Supply, erection, installation and commissioning of the Machinery & Equipment for the common facility centre of Yadgir Agarbatti Cluster under SFURTI in 2 Packages at Door No. 89/1, Ashok Nagar, Yadgiri, Yadgiri District, Karnataka.

Date & Time of Release of Tender	1100 Hrs, 16.09.2021
Pre-bid Meeting (Video Conferencing)	1100 Hrs, 20.09.2021
Clarification on Pre-bid Queries	1700 Hrs, 21.09.2021
Last Date & Time for Submission of Bid	1700 Hrs, 06.10.2021
Date & Time of Opening of Bid	1300 Hrs, 07.10.2021
(Technical bid only)	

## **Technical Agency**

DSLR CONSULTANCY

DSLR Consultancy Pvt. Ltd. 202, Diamond House, Panjagutta Officers Colony Panjagutta, Hyderabad – 500089 <u>info@dslrconsultancy.com</u> <u>www.dslrconsultancy.com</u>

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#### TENDER FOR THE SUPPLY, ERECTION, INSTALLATION AND COMMISSIONING OF MACHINERY AND EQUIPMENTS FOR Yadgir Agarbatti 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

Yadgir Agarbatti Cluster is approved under the scheme. M/s. Sri Guru Agarbatti Artisans Association, having administrative office at Ashok Nagar, Yadgir, Karnataka, is the Special Purpose Vehicle (SPV) of the Cluster. M/s. Karkushala Kaigarika Sahakar Sangh is the Implementing agency of the cluster and M/s. DSLR Consultancy Pvt Ltd 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.

**M/s. Sri Guru Agarbatti Artisans Association**, the Special Purpose Vehicle (SPV) of Yadgir Agarbatti Cluster, having the administrative office at **Ashok Nagar**, **Yadgir**, **Karnataka** propose to establish a Common Facility Centre (CFC) at **Door No. 89/1**, **Ashok Nagar**, **Yadgiri**, **Yadgiri District**, **Karnataka** with the financial assistance from Government of India under SFURTI.

In this context, on behalf of SPV, **M/s. Karkushala Kaigarika Sahakar Sangh**, the Implementing Agency (IA) of Yadgir Agarbatti Cluster having administrative office at **Shed No. 3&4**, **Industrial Area**, **Naubad**, **Bidar**, **Karnataka**, invites sealed tenders from Manufacturers / Authorized Dealers in "Two Cover System" for supply, erection, installation and commissioning of the following Machinery & Equipment for the Common Facility Centre for Yadgir Agarbatti Cluster through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 07.10.2021 at 1300 Hrs.

List o	f Mac	:hine	eries
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SI. No.	Description of Machine	Qty
1	8G Fully Automatic Agarbatti Making Machine	40
2	Mixing Machine	3
3	Dryer Machine	5
4	100 Kg Weighing Scale	3
5	50 Kg Weighing Scale	1
6	Conveyor Belt	5
7	Accessories	40
8	Pouch Packing Machine	3
9	Powder Filer Machine	3
10	Pulverizer 15HP	1

# 2. SCOPE OF SUPPLY & SERVICE

- a) The successful tenderer should undertake supply, erection and commissioning of above machinery. The detailed specifications are given in Annexure-1. The Selected Supplier will also have to provide training and support for operating the machines & equipment's supplied for a period of 30 days to the staffs of the Common Facility Centre.
- b) The successful tenderer should complete the supply, erection, commissioning within 100 days (90 Days' Supply, 7 days Installation, 3 days performance test)

Clause	Qualification Criteria	Supporting Document
3(a)	The tenderer should be a registered legal entity.	<ul> <li>(i) In case of Private / Public Limited Companies,</li> <li>Copy of Incorporation Certificate issued by the Registrar of Companies</li> <li>Copy of Memorandum and Articles of Association</li> <li>or</li> <li>(ii) In case of Partnership Firm,</li> <li>Registered Partnership deed</li> <li>or</li> <li>(iii) In case of Proprietorship Concern,</li> <li>Copy of Udyog Aadhaar/ GST Registration Certificate / PAN Card.</li> </ul>
3(b)	The tenderer should be a manufacturer or authorised Dealer of Machineries for which Tenders are called for	<ul> <li>(i) Valid Udyog aadhaar / Udyam or</li> <li>(ii) Valid Dealership Certificate or</li> <li>relevant documents from</li> <li>Manufacturer. or</li> <li>(ii) Valid registration of GST</li> </ul>
3(c)	The tenderer should have at least 3 years of experience (as on 31 <sup>st</sup> March 2020) in manufacturing or Trading of Similar Machinery.	(ii) Performance certificate issued by

## 3. QUALIFICATION CRITERIA

3(d)	The tenderer should have reported a minimum Average Annual Turnover of <b>Rs.</b> <b>40.00 lakhs</b> in the last three consecutive financial years i.e. 2017-18, 2018- 19 and 2019-20.	<ul> <li>(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure IV or</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(e)	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.

## 4. LANGUAGE OF THE TENDER

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 <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> 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 16.09.2021 to 06.10.2021.

## 6. PRE-BID MEETING

Keeping in view Covid 19 Pandemic Pre-bid meeting will be conducted through Video Conferencing mode only and Link for the Pre-bid Meeting is given below and scheduled at 1100 Hrs on 20.09.2021. The tenderers shall send their queries in writing if any so as to reach IA by 1000 Hrs of 20.09.2021 through email to <u>yadgiragarbaticluster@gmail.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 as IA may not be able to identify and communicate with the prospective bidders at this stage.

Join Zoom Meeting https://us04web.zoom.us/j/75149705801?pwd=Tmd2WU52S1ZqSzdHSIZVQytubXItdz09

#### 7. CLARIFICATION ON THE TENDER DOCUMENTS

The tenderers may ask for queries in any of the clauses in the tender document before 1000 Hrs. of 20.09.2021. Such queries may be sent by e-mail to

yadgiragarbaticluster@gmail.com. The Pre-bid meeting will be conducted at 1100 Hrs on 20.09.2021 through Video Conferencing mode. The Link for the meeting is mentioned in Section 6. IA will upload the clarification on www.fmc.org.in or www.dslrconsultancy.com. 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 <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> 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. 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 for each package 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 Supply, erection and commissioning of Machinery for Yadgir Agarbatti Cluster" and addressed to "Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321" mentioning the name and address of the Tenderer in the outer cover. Tenders shall be submitted in sealed cover and unsealed tenders or tenders without package no on the cover page would summarily be rejected.
- (e) Tenders should be dropped only in the tender box kept at the office of "Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321" on or before 1700 Hrs on 06.10.2021. 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 1700 Hrs on 06.10.2021. 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.

# 11. EARNEST MONEY DEPOSIT

- (a) The Tender should be accompanied by an Earnest Money Deposit (EMD) of Rs. 50,000/- in the form of Account Payee Demand Draft drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "Karkushala Kaigarika Sahakar Sangh", payable at payable at Yadgiri, Karnataka. 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 30th 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.

# 12. VALIDITY

- (a) The rate quoted in the Tender should be valid for the acceptance by the IA for a minimum period of 60 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.

# 13. OPENING AND EVALUATION OF THE TENDER

- (a) The tender box will be closed at 1700 Hrs as per the office clock on 06109.2021 and the tenders received 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 1300 Hrs on the next day in the presence of the available Tenderers/ representatives of the Tenderers 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 1700 Hrs on the next working day and opened at 1300 Hrs on the next working 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) The Tenderer shall demonstrate the performance of their machine, facilitating the visit of Tender Committee visiting the unit where the tenderer has supplied the machine. Tender Committee reserves the right to disqualify any of the tender if is not satisfied with the performance of the machine.
- (f) Karkushala Kaigarika Sahakar Sangh may arrange for field inspection, if necessary, to verify their pre-qualifying conditions before opening of Part-II cover and in case if any failure to satisfy the requirements, their Tender will be rejected and their Part-II Cover will be not be opened.
- (g) 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).

#### 14. 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 and include the cost of training of staff of CFC for a period of 30 days as per Clause 22.
- (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) Part-II bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

#### 15. 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).

# 16. AWARD OF THE CONTRACT

- (a) The Tenderer who has quoted lowest price (L1) will be invited for negotiations. After finalizing the negotiated rate, Letter of Acceptance will be issued.
- (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.

# 17. 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 anv Indian Nationalized/Scheduled Commercial Bank or irrevocable Bank Guarantee with a validity period of 6 Months in favour of "Karkushala Kaigarika Sahakar Sangh", payable at Yadgiri, Karnataka, 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.

# 18. 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.

## 19. ISSUE OF PURCHASE ORDER

After payment of Security Deposit and successful execution of the agreement, Purchase Order will be released within 15 days by the IA. The successful tenderer should complete supply, erection and commissioning of the machineries as stipulated in the Schedule of Supply & Service Section of this tender document.

## 20. SCHEDULE OF SUPPLY

- (a) The Specifications of Machineries proposed to be procured under this tender should be as per Annexure-I.
- (b) The delivery of Machineries as per Annexure -I shall be completed as per Clause 2 C.

I. From the date of issue of purchase order, if the supplier opts for receiving 85% of the total contract value against the supply of tendered items at site, instead of receiving 40% advance payment against bank guarantee (OR)

II. From the date of issue of advance payment against advance bank guarantee, if the supplier opts for 40% advance payment against bank guarantee.

- (c) The erection and commissioning of delivered items have to be completed within **7 days** from the date of delivery for each package. Delay beyond this period will attract penalty.
- (d) The performance test of all the machine should be completed within **3 days** for commissioning of the machinery.
- (e) All Machinery with supporting attachments should be delivered and installed at Door No. 89/1, Ashok Nagar, Yadgiri, Yadgiri District, Karnataka.
- (f) If the contract is not completed within the stipulated time or extended time, IA will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the successful tenderer. Such cancellation will entail forfeiture of EMD and Security Deposit.
- (g) In the event of non-performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period and if it is found that the Contractor, has not fulfilled the contractual obligations with Karkushala Kaigarika Sahakar Sangh in any manner during the currency of the contract or also found on later date, Karkushala Kaigarika Sahakar Sangh reserves the right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 5 years.
- (h) Every step will be taken by the IA to make infrastructure ready at the scheduled time of dispatch of Plant & Machinery. If there is any delay due to any reason on the part of the IA, release of payment will be considered on the basis of delivery schedule given in Purchase Order

## 21. PERFORMANCE TEST

(a) The successful tenderer shall demonstrate the performance of all the Machinery with supporting accessories in complete conformity with the relevant technical specifications and performance parameters as specified

in the Purchase Order.

- (b) This demonstration should be done as stipulated by the Karkushala Kaigarika Sahakar Sangh.
- (c) The performance tests should be completed within **3 days** from the date of Installation of all the Machineries with supporting accessories.

## 22. TRAINING OF STAFF

- (a) The tenderer/ Selected supplier should provide training to Staffs on the operation and maintenance of Machinery with supporting accessories for manufacture of garments after the completion of performance test for a period of **30 days**.
- (b) The tenderer/Selected supplier should provide 2 hard copies and soft copies of brochures & operation manual for all the machinery with accessories for manufacture of garments for each machine.

## 23. PERFORMANCE GUARANTEE

- 23.1 All the machinery and its accessories proposed to be procured under this tender are to be guaranteed, for a period of Twelve months from the date of completion of performance test against manufacturing defect, bad workman ship or poor performance.
- 23.2 During performance guarantee period of 12 months they should attend any call from IA immediately, in case of any problems, related to operation or malfunctioning of the machine, without any delay for regular functioning of the cluster. The above service should be done at Free of Cost.

## 24. PAYMENT TERMS

## **OPTION 1**

- a) **40% of Contract value** will be paid on execution of agreement. The Tenderer should produce Bank Guarantee for the equal amount, which should be valid for a minimum period of 3 months. If necessary, the Bank Guarantee should be extended for the required period as requested by IA.
- b) **45% of the Contract value** will be paid on receipt of the complete set of machinery as per the order in full in good condition, at the destination, after acceptance by the tender committee.

(OR)

# **OPTION 2**

c) Alternatively, the bidder may opt for 85% of Contract value on supply of the complete set of machinery as per the order in full in good condition, at the destination, after acceptance by the tender committee, instead of releasing first instalment of 40% as advance payment against Bank Guarantee.

#### and

- d) **5% of the Contract Value will** be paid on successful completion of performance test (Applicable for both Option 1 & Option 2)
- e) The balance 10% and Security Deposit will be released only after satisfactory completion of the entire contract including 30 days of training of CFC staff and submission of Bank Guarantee equivalent to 10% of the Contract Value for a period of 1 year.
- f) 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 (Supply to Performance test) within the stipulated time for each package from the date of issue of work order / signing of agreement will attract a penalty of 1% per week, on the full value of the contract upto a maximum of 5%. Delays beyond 5-week period will result in cancellation of order.
- (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) 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) Separate tenders have to be submitted for each package
- (b) 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) All the items of supply tendered shall be new and in any circumstances old, refurbished or second-hand machines/equipment's/components will not be accepted.
- (d) The Tender Committee reserves the right to reduce or enhance quantity

of items of supply without assigning any reason thereof.

- (e) Tender committee reserves the right to relax or waive or amend any of the tender conditions.
- (f) 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
- (g) 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 **Bangalore**. 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 **Karnataka** 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 Bangalore, Karnataka.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER: DATE: NAME IN BLOCK LETTERS: DESIGNATION: ADDRESS: ANNEXURE – I Specification of Machinery to be Supplied

SI. No.	Description of Machine	Description of Machine Specification	
Making Machine PLC Controlled & Automatic Cou Agarbatti Sizes 8,9,10,12 Inche 300 Strokes per minutes 3 Phase			40
2	Mixing Machine	100 Kg Per Hour 1HP Motor 3 Phase	3
3	Dryer Machine	500 Kg per Hour	5
4	100 Kg Weighing Scale		3
5	50 Kg Weighing Scale		1
6	Conveyor Belt	Belt Width – 100 mm Belt Length – 8ft 0.5 HP motor	5
7	Accessories	Set of Tools & Spanners for Agarbatti Making Machine	40
8	Pouch Packing Machine	2500 Batches per Hour PLC System 8" to 12 " Stick Length 75 Sticks per pouch	3
9	Powder Filer Machine	100 Kg per Hour	3
10	Pulverizer 15HP	200 Kg per Hour Impact Pulverizer 15 HP	1

## Annexure 1 (Agarbatti Making Machines)

#### Note:

**1.** The Selected supplier will have to supply the machine on turnkey basis including all electrical items (Including Power On/off Box, with 3-meter cable and accessories other than related civil works for foundation.

**2.** The Selected suppliers will have to give a layout and foundation drawings for civil works related to all the machinery

**3.** The Selected Supplier will also have to provide training and support for operating the machines & equipment's supplied for a period of 30 days to the staffs of the Common Facility Centre.

#### ANNEXURE II

#### PART – I

From Name Address

To Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321

Sir,

Sub: Tender for the supply, erection, and commissioning of Machinery for Yadgir Agarbatti Cluster - Submission of Part I – **Reg** 

## Ref: Tender Notice No. SFURTI/YAC-M/01/21-22, Dated: 16.09.2021

With reference to your tender notice, we submit herewith our sealed Tender for the supply, erection, and commissioning of Machinery for Yadgir Agarbatti 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. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), in favour of "Karkushala Kaigarika Sahakar Sangh", Drawn on \_\_\_\_\_\_ Bank payable at Yadgiri, Karnataka, 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 Similar order 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 <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> (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 Udyog Aadhaar, GST Registration Certificate & PAN Card
- 13) Valid Dealership Certificate in case of an Authorised Dealer
- 14) Purchase Orders issued by the clients.
- 15) Performance certificate issued by the clients.

Date :

- 16) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2017-18, 2018-18 and 2019-20.
- 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

#### ANNEXURE – III DETAILS OF THE TENDERERS

1. Name of the Tenderer	
2. Registered Office Address	
	Telephone Number: Fax : Email : Website, if
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. Manufacturer / Authorized Dealer	
7. Brief profile of the tenderer	
8. Number of staffs on	Technical:
regular payroll	Administration:
9. PAN Number	
10. GST Registration Number	

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.

S.no	Year	Turnover (Rs. in lakh)
1	2017-2018	
2	2018-2019	
3	2019-2020	
	Total	
Averag turnove	e annual r	

DATE :

## SIGNATURE & SEAL OF THE TENDERER

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

## ANNEXURE – V

# List of clients to whom similar machinery have been supplied 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 item / machinery supplied	Year of Supply	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:

b) I/We have downloaded the tender document from the internet site <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> 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. **Karkushala Kaigarika Sahakar Sangh** or prosecuted.

SIGNATURE OF THE TENDERER (with seal and address)

#### ANNEXURE – VIII PART – II

From Name Address

To

Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321

Sir,

Sub: Tender for the supply, erection, installation and commissioning of Machineries & Equipment's for Yadgir Agarbatti Cluster- Submission of Part II – **Reg** 

Ref: Tender Notice No. SFURTI/YAC-M/01/21-22, Dated: 16.09.2021

In continuation of our above tender, we submit herewith the price offer for the "Supply, erection, installation and commissioning of Machineries for Yadgir Agarbatti 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**

Date :

#### ANNEXURE – IX (Agarbatti Making Machineries) Price Bid

			Rate	Total	GST		Total Cost including GST
S.no	Machines		for Each	Basic Price	Rate in %	Value	
1	8G Fully Automatic Agarbatti	40					
	Making Machine						
2	Mixing Machine	3					
3	B Dryer Machine						
4	100 Kg Weighing Scale						
5	50 Kg Weighing Scale						
6	Conveyor Belt						
7	Accessories						
8	Pouch Packing Machine						
9	Powder Filer Machine						
10	Pulverizer 15HP						
11	GRAND TOTAL						

# Amount in Words\_\_\_\_\_\_only

## Note:

- a) The prices above are inclusive of Packing, Forwarding, Freight, Insurance, erection & Training of personnel
- 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 Supply & Service.

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

#### ANNEXURE – X CHECKLIST OF DOCUMENTS

# Documents to be enclosed in Part-I:

S.No	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on your letter head addressed to the Secretary, M/s. Karkushala Kaigarika Sahakar Sangh, Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321 (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/- (Rupees Fifty thousand only), in favour of "Karkushala Kaigarika Sahakar Sangh", payable at Yadgiri, Karnataka., towards Earnest Money Deposit.		
4.	Authorization letter from the Company for the person to sign the tender		
5.	Details of the Tenderer (as per Annexure-III)		
6.	Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV)		
7.	List of Similar order executed in 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 <u>www.fmc.org.in</u> or <u>www.dslrconsultancy.com</u> (Annexure-VII).		
10.	The copy of certificate of incorporation/registration.		
11.	Copy of Memorandum and Articles of Association		

12.	Copy of Registered Partnership deed, in case of Partnership Firm	
13.	Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card	
14.	Valid Authorised Dealership Certificate	
15.	Purchase 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, 2017-18 and 2018-19, 2019-20.	
18.	Latest I.T return	
19.	Notarized translated English version of the documents in a language other than English, if any	

## Documents to be enclosed in Part-II

S.No	Checklist	Enclosed (Yes/No)
1.	A covering letter on your letter head addressed to the M/s. Karkushala Kaigarika Sahakar Sangh, Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321 (as per Annexure-VIII)	
2.	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 supply, erection, installation and commissioning of the Machinery & Equipment for Yadgir Agarbatti Cluster" and addressed to "Karkushala Kaigarika Sahakar Sangh, Housing Board, SGSY Training Centre, Near Church, Hosalli Road, Yadgir, Karnataka -585321, containing the name and address of the Tenderer.

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