

IA

M/s. Charitable Welfare Society for Human kind and Animals

SPV

Swaatmak Khilouna Foundation

E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P.

Mobile: 8957520476, 9039099001

(Email: skhilonafoundation@gmail.com)

Website: <https://skhilounafoundation.com>

TENDER DOCUMENT

**TENDER REFERENCE No.: SFURTI-II/ Wood Based Toys Cluster/Ref. No. 14/SKF/2022-23
dated 14/09/2022**

TENDER FOR THE CONSTRUCTION OF INDUSTRIAL WORK SHED BUILDINGS AND AMENITIES FOR THE COMMON FACILITY CENTER OF WOOD BASED TOYS CLUSTER

Date & Time of Release of Tender	14/09/2022 by 10A.M.
Date & Time of Pre-Bid Meeting	24/09/2022 by 2 P.M.
Last Date & Time for Submission of Bid	03/10/2022 by 5 P.M.
Date & Time of Opening of Bid (Technical bid only)	06/10/2022 by 4 P.M.

Technical Agency (SFURTI)

NISARG AGRIPRENEURSHIP FOUNDATION

(E-mail: sfurtisupport@nisarg.org.in), (Website: www.nisarg.org.in)

CONTENTS

Clause	Topic	Page No.
1.	PREAMBLE	1
2.	SCOPE OF WORK	2
3.	QUALIFICATION CRITERIA	2
4.	LANGUAGE OF THE TENDER	3
5.	PURCHASE OF TENDER DOCUMENT	3
6.	PRE-BID MEETING	3
7.	CLARIFICATION ON THE TENDER DOCUMENT	4
8.	AMENDMENT OF TENDER DOCUMENT	4
9.	AUTHORISATION OF THE TENDERER	4
10.	PRE-VISIT OF SITE	4
11.	SPECIFIC INSTRUCTIONS TO BIDDERS/CONTRACTORS	4
12.	SUBMISSION OF TENDER IN TWO COVER SYSTEM	5
13.	EARNEST MONEY DEPOSIT	6
14.	VALIDITY	6
15.	OPENING AND EVALUATION OF THE TENDER	6
16.	PRICE OFFER	7
17.	EVALUATION OF THE PRICE	7
18.	AWARD OF CONTRACT	8
19.	SECURITY DEPOSIT	8
20.	AGREEMENT	8
21.	ISSUE OF WORK ORDER	8
22.	PERFORMANCE GUARANTEE	9
23.	EMPLOYMENT OF TECHNICAL ASSISTANTS	9
24.	PAYMENT TERMS	9
25.	PENALTY	11
26.	FORCE MAJEURE	11
27.	TERMINATION OF CONTRACT	12
28.	GENERAL CONDITIONS	12
29.	ARBITRATION	12
30.	JURISDICTION OF THE COURT	13

ANNEXURES

I.	BUILDING & ELECTRICAL DRAWING & BOQ	14
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 DOCUMENT	23
VIII.	BID SECURITY DECLARATION FORM	24
IX.	PART-II (COVERING LETTER)	25
X.	PRICE BID	26
XI.	CHECKLIST OF DOCUMENTS	30

TENDER FOR THE CONSTRUCTION OF INDUSTRIAL WORK SHED BUILDINGS AND AMENITIES FOR (WOOD BASED TOYS 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. **Process and Product Development Centre (PPDC), Meerut** is the Nodal Agency for the development of clusters under the scheme, undertakes the role of programme fund management, in addition to monitoring and evaluation of project implementation.

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

(WOOD BASED TOYS CLUSTER) is approved under the scheme. **M/s. Swaatmak Khilouna Foundation**, having registered office at H.N.36 PARAS MAGISTIC BHOPAL – 462039, Bhopal, is the Special Purpose Vehicle (SPV) of the Cluster. **M/s. Charitable Welfare Society for Human kind and Animals**, is the Implementing agency of the cluster and **(M/s. NISARG AGRIPRENEURSHIP FOUNDATION)** 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 **Wood Based Toys** 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. Swaatmak Khilouna Foundation, the Special Purpose Vehicle (SPV) of WOOD BASED TOYS CLUSTER proposes to establish a Common Facility Centre (CFC) at **CFC village-Binwar, Tahseel-Niwari, District Niwari (M.P.)** with the financial assistance from Government of India under SFURTI.

In this context, on behalf of SPV, **(M/s. CHARITABLE WELFARE SOCIETY FOR HUMAN KIND AND ANIMALS)**, the Implementing Agency (IA) of (WOOD BASED TOYS CLUSTER) having administrative office at Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P., invites sealed tenders from Civil contractors in “Two Cover System” for the construction of industrial work shed buildings and amenities for the Common Facility Center of (WOOD BASED TOYS CLUSTER) through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as Date: 06/10/2022 at Time: 4 P.M.

2.	SCOPE OF WORK
-----------	----------------------

- a) The successful tenderer should undertake construction of industrial work shed buildings and amenities at **village- Binwar, Tahseel-Niwari, District Niwari(M.P.)** as per the drawings and Estimate/Bill of Quantity (BoQ) given in Annexure-I.
- b) The successful tenderer should complete the construction of industrial work shed buildings and amenities within 90 days from the date of receipt of Work Order. The time line for the cumulative percentage of work to be completed based on the value of work shall be as given below:

Days	Percentage of work to be completed
1 st 30 days	Min. 20% of total contract value
2 nd 30 days	Min. 60% of total contract value
3 rd 30 days	100% of total contract value

3.	QUALIFICATION CRITERIA
-----------	-------------------------------

Clause	Qualification Criteria	Supporting Document
3(a)	The tenderer should be a registered legal entity.	(i) In case of Private / Public Limited Companies, <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association (ii) In case of Partnership Firm, <ul style="list-style-type: none"> • Registered Partnership deed (iii) In case of Proprietorship Concern, <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST Registration Certificate / PAN Card.
3(b)	The tenderer should be an eligible Civil contractor	(i) Valid Registration Certificate from PWD as Class II/III Contractor or from Highways department (ii) Valid registration of GST
3(c)	The tenderer should have at least 3 years of experience (as on (Date: 01.07.2022)) as Civil contractor.	(i) Work orders issued by clients (ii) Performance certificate issued by clients (iii) List of construction works executed in last 3 years as per Annexure-V
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 (Date: 01.08.2022)).	(i) Work orders issued by clients (ii) Performance certificate issued by clients

3(e)	The tenderer should have reported a minimum Average Annual Turnover of Rs. 100.00 lakhs in the last three consecutive financial years i.e. 2021 - 2022)	(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure IV (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years
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.

4.	LANGUAGE OF THE TENDER
<p>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/Tamil, the notarized translated English version of the documents should also be enclosed.</p>	
5.	PURCHASE OF TENDER DOCUMENTS
<p>a) The tender document shall be downloaded from www.ppdcmeerut.com. The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).</p> <p>b) The tender document can be downloaded from (Date: 14/09/2022) to (Date: 03/10/2022).</p>	
6.	PREBID MEETING

There will be a pre-bid meeting on Date: 24/09/2022 at Time: 2 P.M. in the office of M/s. **CHARITABLE WELFARE SOCIETY FOR HUMAN KIND AND ANIMALS**, E-7/92,

Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P. during which the prospective tenderers can get clarifications about the tender. The tenderers shall send their queries in writing if any so as to reach IA at least two days prior to the pre-bid meeting date. The tenderers are advised to check www.ppdcm eerut.com or for up-to-date information like change in date / venue etc., of pre-bid meeting as IA may not be able to identify and communicate with the prospective bidders at this stage. Non attending of pre-bid meeting is not a disqualification.

7. CLARIFICATION ON THE TENDER DOCUMENT

The tenderers may ask for queries in any of the clauses in the tender document before 48 hours of the opening of the tender. Such queries may be sent in writing to "IA - M/s. (**Charitable Welfare Society for Human kind and Animals**, Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P., or by (skhilonafoundation@gmail.com). IA will upload the clarification on www.ppdcm eerut.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 DOCUMENT

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 www.ppdcm eerut.com/ 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 **Village- Binwar, Tahseel-Niwari, District Niwari (M.P.)** 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 rates clearly in the Price bid. Quoting the rates 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 rates offered in the Price bid alone will be taken as valid rates and taken up for tender comparison. 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 rate quoted by the tenderer / contractor is inclusive of incidental charges such as conveyance, loading, unloading, stacking at site and testing charges etc., complete.

(e) The tenderer / contractor will produce test certificate obtained from any one of the Govt. institutions for cement and steel brought to site. And only when the test results confirm to the ISI specification they will be allowed to be used in the works.

(f) 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 -XI.

(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 WOOD BASED TOYS CLUSTER" and addressed to "M/s. Charitable Welfare Society for Human kind and Animals, Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal -462016, M.P." 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 "M/s. Charitable Welfare Society for Human kind and Animals, Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P.)" on or before (Time 5 P.M.) on (Date 03/10/2022). 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 (5PM) on (03/10/2022). 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) EMD of Rs. 50,000/- (Rs Fifty thousand only) in the form of a Demand Draft of a scheduled bank in the name of **Swaatmak Khilouna Foundation** payable at Niwari, Madhya Pradesh valid for 60 days from the date of opening of the tender. The firm registered with NSIC as a manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after the finalization of the purchase of the concerned item.

- (a) The tenderer should submit “**BID SECURITY DECLARATION**” as per the format given in Annexure VIII, failing which the bid is liable for rejection.
- (b) 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 blacklist of the firm upto a maximum period of 3 years.

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 at (5 P.M.) as per the office clock on (03/10/2022) 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 4 P.M. on the 06/10/2022 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 (03/10/2022.) on the next working day and opened at (4 P.M.) on the 06/10/2022.
- (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-X.
- (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 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 lowestprice (L1) will be invited for negotiations and after finalizing the negotiated rate, Letterof Acceptance will be issued.
19.	SECURITY DEPOSIT
	<p>a) On receipt of the Letter of Acceptance from IA, the successful tenderer should remit a Security Deposit (SD) of 10% of the value of the contract in the form of Account payeeDemand Draft from any Indian Nationalized/Scheduled Commercial Bank or irrevocable Bank Guarantee with a validity period of one year in favour of “Swaatmak Khilouna Foundation”, payable at Niwari District M.P., within 10 (Ten) working days from the date of receipt of letter of acceptance.</p> <p>(a) Any other amount pending with IA will not be adjusted under any circumstances, againstthe Security Deposit if so requested.</p> <p>(b) Security Deposit amount remitted will not earn any interest.</p>
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 eventof failure to execute the agreement, within the time prescribed, the 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 willbe released within 10 days by the IA. The successful tenderer should complete the constructionof industrial work shed buildings and amenities within 90 days from the date of receipt of Work Order.
22.	PERFORMANCE GUARANTEE

- (a) The machineries, equipments and its accessories are to be guaranteed for a period of 12 months from the date of completion of performance test against manufacturing defect, bad workman ship or poor performance.
- (b) During performance guarantee period of 12 months the successful tenderer should attend any call from SPV/IA immediately, in case of any problems, related to operation or malfunctioning of the machinery, equipments & accessories, without any delay for regular operation of the machinery. The above service should be done at Free of cost.
- (c) The successful tenderer should submit bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.
- (d) After completion of one year performance guarantee period successfully, the performance security (bank guarantee) furnished by the tenderer will be returned to him, after recovery of dues if any.

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 contract value** will be paid, as advance against bank guarantee on execution of agreement. The Tenderer should produce Bank guarantee for the equal amount, which should be valid for a minimum period of 12 months. If necessary the bank guarantee should be extended for the required period as requested by the IA.
- (b) **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.

(OR) Alternatively, the bidder may opt for **40% of Contract value** 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, instead of claiming first installment of **20% as advance payment** against bank guarantee.

- (c) **20% of the contract value** will be paid on completion of lintel level works and submission of Stage level completion certificate by a Chartered Engineer, based

on the inspection report by Tender Committee.

- (d) **20% of the contract value** will be paid on completion of roof level works including truss and sheet laying works and submission of Stage level completion certificate by a Chartered Engineer, based on the inspection report by Tender Committee.
- (e) **The balance 20% 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.
- (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.
- (g) All the Invoice/Bill and Voucher made in the Name of SPV, i.e. M/s Swaatmak **Khilouna Foundation address: near prem doodh Dairy, tigela Niwari M.P 472442**

25. PENALTY

- (a) Failure to execute the entire contract within the stipulated time as mentioned in Clause 21, due to delay on the part of the Contractor from the date of issue of work order / advance payment, as the case may be, will attract a penalty of 1% per week, on the full value of the contract up to a maximum of 5%. Delays, on the part of Contractor, beyond that period will result in cancellation of the Contract.
- (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. FORCE MAJEURE

- (a) Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault of negligence and not foreseeable. Such event may include but not limited to the acts of Nature such as fire, flood, epidemic, etc., and other events such as wars, revolutions, quarantine restrictions, etc.
- (b) If a Force Majeure situation arises, the bidder shall promptly notify IA of such conditions and the causes thereof through e-mail within 24 hours of such event. Unless otherwise, directed by IA in writing, the bidder shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.
- (c) The bidder, to the extent rendered unable to perform its obligations or part thereof under the Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations. Provided that, the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

(d) The bidder should bear its costs, if any, incurred as a consequence of the Force Majeure Event.

(e) The bidders shall be granted, extension of time specified in the contract for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event and permissible under Applicable Law.

27. TERMINATION OF CONTRACT

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

28. GENERAL CONDITIONS

- (f) Conditional tender in any form will not be accepted.
- (g) 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.
- (h) Tender committee reserves the right to relax or waive or amend any of the tender conditions.
- (i) The successful tenderer shall not outsource/off load either full or part of the work to anyother agency / individual.
- (j) 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.

29. ARBITRATION

- (a) In case of any dispute in the tender, including interpretation, if any, on the clauses of thetender 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 CEO, PPDC 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 the (Name of the IA **Charitable Welfare Societyfor Human kind and Animals**, Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P..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 (Address:) only.

30. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment 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 City of (Address:) only.

We agree to the above terms and

conditions. **SIGNATURE OF THE**

TENDERER: DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

**CONSTRUCTION OF INDUSTRIALWORK SHED BUILDINGS AND AMENITIES FOR THE
COMMON FACILITY CENTER OF (WOOD BASED TOYS CLUSTER) (COVERING AREA8000
SQ. FT.)**

S.NO	Sub-head/items of work	QTY.	UNIT
1	Earth work in excavation is foundation trenches or drains including dressing of sides and ramming of bottoms lift up to 1.50 m including getting out of the excavated soil and disposal of surplus excavated loose/soft soil.	60.00	CUM
2	Providing and laying cement concrete in foundation and plinth excluding the cost of centering and shuttering in 1:4:8 (1cement :54coares and:8graded stone aggregate 40mm nominal size).	50.00	CUM
3	Random rubble Stone Masonry for foundation and plinth in Cement sand mortar above 30 cm thick wall in cement mortar1:6 (1 Cement :6 Sand)	40.00	CUM
4	Filling and laying murrum/copra including all labour materialetc complete.	120.0 0	CUM
5	ACC Blocks Masonry for superstructure above plinth level and up to five level in Cement sand mortar above 20 cm thick wall in cement mortar 1:6 (1 Cement :6 Sand) Including Partition wall for different sections	125.0 0	CUM
6	Reinforcement for R.C.C. Work I/c bending, binding and placing in position complete. Tor-steel Bar.		
	B) Mild steel bars	4000. 0 0	kgs
7	Providing from works I/c centering and shuttering so as to give a rough finish, strutting and propping etc. Height of propping and centering below supporting floor to ceiling not exceeding 4m and removal of the same for in situ reinforced concrete and plain concrete work in a) Foundation, footing, bases of columns etc and mass concrete.	250.0 0	sqm
8	b) columns, pillars, posts, and struts (s q u a r e , rectangularor polygon in plan)	60.00	sqm
	RCC FOR FOOTING +PLINTH BEAM		

9	Reinforced cement concrete work in foundation, footing, bases of column etc. and mass concrete, excluding cost of centering, shuttering and :3 graded stone aggregate 20 mm nominal size).	50.00	CUM
10	Reinforced cement concrete work in foundation, footing, bases of column etc. and mass concrete, excluding cost of centering, shuttering and :3 graded stone aggregate 20 mm nominal size) . for Machinery foundation	180.00	CUM
	RCC FOR COLUMN		
11	Reinforced cement concrete work in columns, pillars, piers, abutments, post and struts up to floor two level I/c plastering the exposed surface with cement 1:3 (1 cement :3 fine sand) of thickness not exceeding 6mm thickness to give a smooth and even surface but excluding the cost of centering shuttering & reinforcement 1:1.5:3 (1 cement :1.5 coarse sand: 3 graded stone aggregate 20mm nominal size)	36.00	CUM
12	15MM cement plaster 1:4 (1 cement: 4 coarse sand)	850.00	sqm
13	Providing & fixing rolling shutters of approved make made of 80 mm weight M.S. Lath interlock to gather through their entries length or jointed to gather at the end-by-end brackets plates, (guides) Channel of arrangement for inside & outside looking with push pull operation completed but excluding the cost of hood cover spring. Shutter having width below 3.5 m	45.00	sqm
14	Providing & fixing wall bearing for rolling shutters.	4.00	each
15	Providing corrugated G.I sheet roofing fixing with G.I.J or L hooks bolts and nuts 8 mm dia with bitumen and G.I limpet washer filling with white lead and including a coat of approved steel primer and two coats of approved paint on over lapping of sheet complete (up to a pitch of 60 degree) & excluding the cost of purlin rafter and truss, for class of sheet 1:60 mm thick.	700.00	sqm
16	Steel work in built up tubular trusses including cutting, hoisting, fixing in position & including a coat of approved steel primer and two coats of approved paint conforming special shape washer etc. completed electric resistant welded tube (conforming to IS :1611-1979)	8000.00	kg

17	40MM cement concrete flooring 1:2:4 (1cement: 2 coarse sand: 4stone aggregate 200 & down gauge) finished with floating coat of net cement	650.00	sqm
18	Use of Vedic Paints in Building including all material, labour etccomplete.	350.00	sqm
19	Providing and fixing Rainwater Harvesting System to be installed at site including all arrangement, pipe connect the bore well, tanketc including all material, labour etc complete.	2.00	Nos
20	Plantation works	1.00	Nos
21	Providing and fixing, Bio Toilets, MEP, Drainages. System etccomplete including all material, labour etc complete	2.00	Nos

PART-I

Date: _

From,

Name:
Address
:Ph:
Fax:
E-mail:

To,

The Director,

M/s. The **Charitable Welfare Society for Human kind and Animals**,
E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment,
Arera Colony, Bhopal - 462016, M.P.

Sir,

Sub: Tender for the construction of Industrial Work shed buildings and amenities for (WOOD BASED TOYS CLUSTER) - Submission of Part I - Reg

Ref: Your Tender Notice Dt. ..

With reference to your tender notice, we submit herewith our sealed Tender for the construction of Industrial Work shed buildings and amenities for (WOOD BASED TOYS 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) Authorization letter from the Company for the person to sign the tender.
- 3) Details of the Tenderer (as per Annexure-III)
- 4) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV).
- 5) List of Building construction works executed in last 3 years as per Annexure-V
- 6) Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI).

- 7) Declaration for not having tampered the Tender documents downloaded from the websites **www.ppdcm eerut.com/** (Annexure-VII).
- 8) Bid Security Declaration form(as per Annexure VIII)
- 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 Registration Certificate from PWD as Class II/III Contractor or from 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 (...)
- 17) Latest I.T return.
- 18) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

DETAILS OF THE TENDERER

1. Name of the Tenderer	
2. Registered Office Address	Address: Telephone Number: Fax : Email : Website, if any
3. Contact Person	Name: Designatio: 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: Administration:
9. PAN Number	
10. GST Registration Number	

SIGNATURE OF THE TENDERER
(with seal and address)

ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s..... for the past three years (either Sl.No.1,2 & 3, or Sl.No.2,3 &4) are given below and certified that the statement is true and correct.

S.no	Year	Turnover (Rs. in lakh)
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	
	Total	
Average annual turnover of latest 3 years		

DATE :

SIGNATURE OF THE TENDERER

**SIGNATURE OF CHARTERED ACCOUNTANT
(with seal and Address)**

Membership No.:

UDIN No.:

Date

(On Letter Head)

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)

(On 50/- Non Judicial Stamp Paper)

CERTIFICATE

Date: _____

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

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

(On 100/- Non-Judicial stamp paper)

DECLARATION FORM

Date: _____

a) I/We..... having our office at do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no. SFURTI-II/(WOOD BASED TOYS CLUSTER)/ **Ref. No.14/SKF /2022-23** for the construction of Industrial Work shed buildings and amenities for (WOOD BASED TOYS CLUSTER) and will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site **www.ppdcmeerut.com/** or **www.nisarg.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 I /We am/are liable to be banned from doing business with M/s. Charitable Welfare Society for Human kind and Animals or prosecuted.

SIGNATURE OF THE TENDERER
(with seal and address)

(On 500/- Non Judicial Stamp Paper)

BID SECURITY DECLARATION FORM

Date: _____

To

The Director,

M/s. Charitable Welfare Society for Human kind and Animals,

E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment,

Arera Colony, Bhopal - 462016, M.P

*Tender No. SFURTI-II/(WOOD BASED TOYS CLUSTER Ref. No14/SKF /2022-23 dated
14.09.2022*

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be blacklisted from bidding for any contract for a maximum period of 3 years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn / modified / amended or failure to sign the agreement or to remit the Security Deposit or to execute the contract as per tender conditions, during the period of bid validity specified in the tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

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

(On Letter Head)

PART-II Price Bid

From,

Name:
Address
:Ph:
Fax:
E-mail:

To,

The Director,

M/s. Charitable Welfare Society for Human kind and Animals,
E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment,
Arera Colony, Bhopal - 462016, M.P

Sir,

Sub: Tender for the construction of Industrial Work shed buildings and amenitiesfor (WOOD BASED TOYS CLUSTER) - Submission of Part II - Price Offer-Reg.

Ref:- Our tender (Technical Bid) submitted for the “Construction of Industrial Workshed buildings and amenities for (WOOD BASED TOYS CLUSTER)”

In continuation of our above tender, we submit herewith the price offer for the “Construction of Industrial Work shed buildings and amenities for (WOOD BASED TOYS 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 OF THE TENDERER

**BOQ - CONSTRUCTION OF INDUSTRIALWORK SHED BUILDINGS AND AMENITIES FOR THE
COMMON FACILITY CENTER OF (WOOD BASED TOYS CLUSTER) (COVERING AREA8000
SQ. FT.)**

S. N O	Sub-head/items of work	QTY .	UN IT	RATE	Final Amoun t
1	Earth work in excavation is foundation trenches or drains including dressing of sides and ramming of bottoms lift up to 1.50 m including getting out of the excavated soil and disposal of surplus excavated loose/soft soil.	60.0 0	CU M		
2	Providing and laying cement concrete in foundation and plinth excluding the cost of centering and shuttering in 1:4:8 (1 cement :54 coares and:8 graded stone aggregate 40mm nominal size).	50.0 0	CU M		
3	Random rubble Stone Masonry for foundation and plinth in Cement sand mortar above 30 cm thick wall in cement mortar 1:6 (1 Cement :6 Sand)	40.0 0	CU M		
4	Filling and laying murrum/copra including all labour material etc complete.	120. 00	CU M		
5	ACC Blocks Masonry for superstructure above plinth level and up to five level in Cement sand mortar above 20 cm thick wall in cement mortar 1:6 (1 Cement :6 Sand) Including Partition wall for different sections	125. 00	CU M		

6	Reinforcement for R.C.C. Work I/c bending, binding and placing in position complete. Tor-steel Bar.				
	B) Mild steel bars	4000 .00	kgs		
7	Providing form works I/c centering and shuttering so as to give a rough finish, strutting and propping etc. Height of propping and centering below supporting floor to ceiling not exceeding 4m and removal of the same for in situ reinforced concrete and plain concrete work in a) Foundation, footing, bases of columns etc and mass concrete.	250. 00	sq m		
8	b) columns, pillars, posts, and struts (square, rectangular or polygon in plan)	60.0 0	sq m		
	RCC FOR FOOTING +PLINTH BEAM				
9	Reinforced cement concrete work in foundation, footing, bases of column etc. and mass concrete, excluding cost of centering, shuttering and :3 graded stone aggregate 20 mm nominal size).	50.0 0	CU M		
10	Reinforced cement concrete work in foundation, footing, bases of column etc. and mass concrete, excluding cost of centering, shuttering and :3 graded stone aggregate 20 mm nominal size) . for Machinery foundation	180. 00	CU M		
	RCC FOR COLUMN				

11	Reinforced cement concrete work in columns, pillars, piers, abutments, post and struts up to floor two level I/c plastering the exposed surface with cement 1:3 (1 cement :3 fine sand) of thickness not exceeding 6mm thickness to give a smooth and even surface but excluding the cost of centering shuttering & reinforcement 1:1.5:3 (1 cement :1.5 coarse sand: 3 graded stone aggregate 20mm nominal size)	36.00	CUM		
12	15MM cement plaster 1:4 (1 cement: 4 coarse sand)	850.00	sqm		
13	Providing & fixing rolling shutters of approved make made of 80 mm weight M.S. Lath interlock to gather through their entries length or jointed to gather at the end-by-end brackets plates, (guides) Channel of arrangement for inside & outside looking with push pull operation completed but excluding the cost of hood cover spring. Shutter having width below 3.5m	45.00	sqm		
14	Providing & fixing wall bearing for rolling shutters.	4.00	each		
15	Providing corrugated G.I sheet roofing fixing with G.I J or L hooks bolts and nuts 8 mm dia with bitumen and G.I limpet washer filling with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheet complete (up to a pinch of 60 degree) & excluding the cost of purlin rafter and truss, for class of sheet 1:60 mm thick.	700.00	sqm		

16	Steel work in built up tubular trusses including cutting, hoisting, fixing in position & including a coat of approved steel primer and two coat of approved paint conforming special shape washer etc. completed electric resistant welded tube (conforming to IS :1611-1979)	8000.00	kg		
17	40MM cement concrete flooring 1:2:4 (1cement: 2 coarse sand: 4 stone aggregate 200 & down gauge) finished with floating coat of net cement	650.00	sqm		
18	Use of Vedic Paints in Building including all material, labour etc complete.	350.00	sqm		
19	Providing and fixing Rainwater Harvesting System to be installed at site including all arrangement, pipe connect the bore well, tank etc including all material, labour etc complete.	2.00	Nos		
20	Plantation works	1.00	Nos		
21	Providing and fixing, Bio Toilets, MEP, Drainages. System etc complete including all material, labour etc complete	2.00	Nos		
TOTAL ESTIMATE AMOUNT					

Note: Amount should include GST, Transportation, Duties, Taxes

ANNEXURE - X**(Amount in Rs.)**

Description	Basic Amount	SGST	CGST	IGST	Total Price including taxes
Construction of work shed building and amenities for the common facility centre of (WOOD BASED TOYS CLUSTER) as per drawing and BoQ given in Annexure I					
Electrical works as per drawing and BoQ given in Annexure I					
Grand Total					

Amount in Words: Rupees _____ only**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)**

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 Director, M/s. Charitable Welfare Society for Human kind and Animals , Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P (as per Annexure-II)		
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
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(Annexure-VII).		
9.	Bid Security Declaration form (as per Annexure VIII)		
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 Registration Certificate from PWD as Class II/III Contractor or from 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 (2019 - 22)		
18.	Latest I.T return		
19.	Notarized translated English version of the documents in a language other than English/Tamil, 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 Director, Charitable Welfare Society for Human kind and Animals , Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P. (as per Annexure- IX)	
2.	Price Bid as per Annexure- X 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 (Cluster" and addressed to ("**Charitable Welfare Society for Human kind and Animals**, Address: E- 7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P."), containing the name and address of the Tenderer.

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