

**M/s. Charitable Welfare Society for Human kind and Animals
(SPV Swaatmak Khilouna Foundation – Wood Based Toys Cluster)**

Address: : 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)

Tender Notice No.: SFURTI-II/Wood Based Toys Cluster/Ref. No.14/SKF /2022-23 Dated 14/09/2022

For and on behalf of M/s. **Charitable Welfare Society for Human kind and Animals**, sealed tenders are invited from reputed manufacturers / dealers in “Two Cover System” for the Design, supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **Wood Based Toys Cluster** on turnkey basis under the “Scheme of Fund for Regeneration of Traditional Industries (SFURTI)”, supported by Ministry of MSME, Government of India. PPDC, Meerut is the Nodal Agency for the cluster development under the scheme.

The tender schedule can be **downloaded** the website of: **www.ppdcmeerut.com** upto (**10AM**) on (**14/09/2022**).

The last date for submission of tenders is up to **5PM** on **03/10/2022** and will be opened at **2PM on 06/10/2022**. The tender document shall be submitted at the office of **M/s. Charitable Welfare Society for Human kind and Animals**, Address: 235 E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016, M.P

-Sd-
DIRECTOR

**M/s. Charitable Welfare Society for Human kind and Animals
(SPV Swaatmak Khilouna Foundation – Wood Based Toys Cluster)**

Address: E-7/92, Flat No. 2, Lala Lajpat Ray Society, Ganga Apartment, Arera Colony, Bhopal - 462016,
M.P. Mobile:9039099001, 8004272097

(Email: skhilonafoundation@gmail.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 DESIGN, SUPPLY, ERECTION AND COMMISSIONING OF
MACHINERIES, EQUIPMENTS AND ITS ACCESSORIES FOR THE COMMON
FACILITY CENTRE OF WOOD BASED TOYS CLUSTER ON TURNKEY BASIS**

Date & Time of Release of Tender	14/09/2022 by 10A.M.	
Date & Time of Pre-Bid Meeting	24/09/2022 by 4 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 2 P.M.	

Technical Agency (SFURTI)

(NISARG AGRIPRENEURSHIP FOUNDATION, BHOPAL)

E-mail: Sfurtisupport@nisarg.org.in

Website: www.nisarg.org.in

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**TENDER FOR THE SUPPLY, ERECTION AND COMMISSIONING OF MACHINERIES,
EQUIPMENTS AND ITS ACCESSORIES FOR THE COMMON FACILITY CENTRE OF
WOOD BASED TOYS CLUSTER ON TURNKEY BASIS**

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 **Address 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, Bhopal, Madhya Pradesh** 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 handloom 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 procurement of machineries, equipments and its accessories.

M/s. Swaatmak Khilouna Foundation, the Special Purpose Vehicle (SPV) of **Wood Based Toys Cluster** proposes to establish a Common Facility Centre (CFC) at **Address: 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 Niwari Tegela Near prem dhugdh Dairy Niwari M.P.472442, invites sealed tenders from reputed manufacturers / dealers in “Two Cover System” for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **Wood Based Toys Cluster** on turnkey basis through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as:

2.	SCOPE OF WORK																
	<p>a) The successful tenderer should undertake supply, erection and commissioning of machineries, equipments and its accessories for the common facility centre of Wood Based Toys Cluster on turnkey basis. The detailed specification is given in Annexure-I.</p> <p>b) The successful tenderer should adhere the schedule of supply and complete erection, commissioning and performance testing as prescribed in the schedule of supply (Chapter 20).</p> <p>c) The location of contract execution at NEAR POWER HOUSE, JODHPUR ROAD, VILLAGE KUDKI, BLOCK JAITARAN- KUDKI-306101. The successful tenderer should undertake supply, erection, commissioning and performance testing in the above said location.</p> <p>d) Scope of work also include training of staff on equipment about operation and regular maintenance.</p>																
3.	QUALIFICATION CRITERIA																
	<table border="1"> <thead> <tr> <th style="text-align: center;">Clause</th> <th style="text-align: center;">Qualification Criteria</th> <th style="text-align: center;">Supporting Document</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3(a)</td> <td>The tenderer should be a registered legal entity.</td> <td> (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. </td> </tr> <tr> <td style="text-align: center;">3(b)</td> <td>The tenderer should be a manufacturer / dealer</td> <td> (i) In case of Manufacturer, <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST registration. (ii) In case of dealer, <ul style="list-style-type: none"> • Valid dealership certificate </td> </tr> <tr> <td style="text-align: center;">3(c)</td> <td>The tenderer should have at least 3 years of experience (as on: ...) in the field of manufacture/ sales of similar tendered items.</td> <td> (i) Purchase orders / Performance certificate issued by clients (ii) List of similar orders executed in the last 3 years as per Annexure- V </td> </tr> <tr> <td style="text-align: center;">3(d)</td> <td>The tenderer should have reported a minimum Average Annual Turnover</td> <td>(i) The average annual turnover statement duly certified by Chartered Accountant as</td> </tr> </tbody> </table>		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 a manufacturer / dealer	(i) In case of Manufacturer, <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST registration. (ii) In case of dealer, <ul style="list-style-type: none"> • Valid dealership certificate 	3(c)	The tenderer should have at least 3 years of experience (as on: ...) in the field of manufacture/ sales of similar tendered items.	(i) Purchase orders / Performance certificate issued by clients (ii) List of similar orders executed in the last 3 years as per Annexure- V	3(d)	The tenderer should have reported a minimum Average Annual Turnover	(i) The average annual turnover statement duly certified by Chartered Accountant as
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	of Rs.150.00 lakhs in the last three consecutive financial years i.e. 2021 - 2022	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(e)	The tenderer should not have been blacklisted for supply of any items or Services by any Government departments/agency	The declaration for 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/Tamil, 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 **www.ppdcm eerut.com** or www.nisarg.org.in. 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 **(14/09/2022)**.

6. PREBID MEETING

There will be a pre-bid meeting on **24/09/2022** at **4PM** in the office of **Meeting Address-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 www.nisarg.org.in 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 "**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 e-mail to skhilonafoundation@gmail.com IA will upload the clarification on **www.ppdcm eerut.com** or www.nisarg.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 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.ppdcmeerut.com** or www.nisarg.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. 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.

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 supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Centre of Wood Based Toys Cluster on Turnkey basis”** and addressed to Vilage – Binwari Tahseel- Niwari Distt. – Niwari M.P. 472442, Rajasthan 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.**

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 **(5PM)** on **(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 **(5PM)** or before 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.

11. 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** 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.

b) The tenderer should submit "**BID SECURITY DECLARATION**" as per the format given in Annexure VIII, failing which the bid is liable for rejection.

c) 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.

12. 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.

13. OPENING AND EVALUATION OF THE TENDER

- (a) The tender box will be closed at **(5PM)** 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 **(2PM)** on **(06/10/2022)** 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 **(5PM)** on the next working day and opened at **(5PM)** 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) IA 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 not be opened.
- (f) 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
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- (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.

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 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.

17. SECURITY DEPOSIT

- 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 payee Demand Draft from any Indian Nationalized/Scheduled Commercial Bank or irrevocable Bank Guarantee with a validity period of one year in favors of **Swaatmak Khilouna Foundation** , ”, payable at Niwari District Niwari - 472442, M.P., within 10 (Ten) working days from the date of receipt of letterof acceptance.
- b) Any other amount pending with IA will not be adjusted under any circumstances, against the Security Deposit if so requested.
- c) 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 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 10 days by the IA. The successful tenderer should complete the supply, erection & commissioning and performance test of machineries, equipments and its accessories within stipulated time from the date of receipt of Purchase Order (Chapter 20).

20.	SCHEDULE OF SUPPLY
<p>(a) The specification of machineries, equipments and its accessories should be as per Annexure-I.</p> <p>(b) The supply, erection & commissioning and performance test of machineries, equipments & its accessories shall be completed within 90 days from the date of issue of purchase order. Delay beyond this period will attract penalty.</p> <p>(c) The machineries, equipments and its accessories should be delivered and installed at Village Binwar Tahseel – Niwari District – Niwari M.P. 472442</p> <p>(d) If the contract is not completed within the stipulated time or extended time, Tender Committee 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 Security Deposit.</p> <p>(e) In the event of non- performance of the contractual provisions or failure to effect the supply, erection & commissioning and performance test within the stipulated time or during the extended period and if it is found that the supplier, has not fulfilled the contractual obligation with IA in any manner during the currency of the contract or also found on later date, Tender Committee reserves the right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 3 years.</p> <p>(f) Every step will be taken by the IA to make infrastructure ready at the scheduled time of dispatch of Machinery, equipments and its accessories. 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.</p> <p>(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</p>	
21.	PERFORMANCE TEST
<p>a) The successful tenderer shall demonstrate the performance of the machineries, equipments and its accessories in complete conformity with the relevant technical specifications and performance parameters as specified in the Purchase Order.</p> <p>b) This demonstration should be done as stipulated by the SPV/IA.</p> <p>c) The performance tests should be completed within 30 days from the date of delivery of machineries, equipments and all accessories. However the period of supply, erection, commissioning and performance test should not exceed the period stipulated in the schedule of supply (Chapter 20).</p>	

22.	TRAINING OF STAFF
<p>(a) The successful tenderer should provide training to Staffs on the operation and maintenance of the machineries, equipments and its accessories after completion of the performance test.</p> <p>(b) The successful tenderer should provide 2 hard copies and soft copies of brochures & operation manuals for the machineries, equipments and its accessories to IA.</p>	
23.	PERFORMANCE GUARANTEE
<p>(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.</p> <p>(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.</p> <p>(c) The successful tenderer should submit bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.</p> <p>(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.</p>	
24.	PAYMENT TERMS
<p>(a) 30% of contract value will be paid as advance on execution of agreement against bank guarantee. 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 IA.</p> <p>(b) 40% of the contract value will be paid on progress of supply on receipt of the part consignment of the machinery, equipments and its accessories as per the order in good condition, at the CFC site, after acceptance by the tender committee</p> <p>(OR) Alternatively, the bidder may opt for 70% of Contract value on supply of the complete set of machinery, equipments and its accessories as per the order in full in good condition, at the CFC site, after acceptance by the tender committee, instead of claiming first installment of 30% as advance payment against bank guarantee.</p>	

- (c) **20% of the contract value** will be paid on successful completion of performance test.
- (d) **The balance 10% and SD** will be released only after satisfactory completion of the entire contract and submission of bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.
- (e) 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.
- (f) All the payment Boucher make 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 20(b), due to delay on the part of the supplier from the date of issue of purchase order, 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 supplier, beyond that period will result in cancellation of the orders.
- (b) The response time for attending the complaint raised by IA has to be within 48 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above time line will attract a penalty of Rs.1000/- per day.
- (c) Any delay on the part of IA should be intimated and sorted out immediately without affecting the progress of works. This would no way restrict IA from levying penalty.

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

- (a) Conditional tender in any form will not be accepted.
- (b) Any notice regarding any matters, to the supplier shall be deemed to be sufficiently served, if given in writing to his usual or last known place of business.
- (c) The Tender Committee reserves the right to reject any or all the tenders without assigning any reason thereof.
- (d) Tender committee reserves the right to relax or waive or amend any of the tender conditions.
- (e) All the items of supply tendered shall be new and in any circumstances Old, refurbished or second-hand machines / equipments / components will not be accepted and will be considered to be the violation of tender norms.
- (f) The successful tenderer shall not outsource/off load either full or part of the work to any other agency / individual, other than the mandatory requirements for the execution of the project on turnkey basis.
- (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.

29.	ARBITRATION
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- (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

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 **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.)” 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 (...) 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 **Niwari** only.

We agree to the above terms and

conditions. **SIGNATURE OF THE**

TENDERER: DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

TECHNICAL SPECIFICATION- Annexure:1

Sr. No.	Name of TheMachine	Detailed Specification of Machine	Qty	UO M
1	Combined Planner Machine	3 HP 1440 RPM	1	No.
2	Surface Planner Machine	3 HP 1440 RPM	1	No.
3	Thickness Planner Machine	3 HP 1440 RPM	1	No.
4	Four Side Moulder Machine	21.5 HP 1440 RPM	1	No.
5	Jig Saw Machine	1 HP 1440 RPM	1	No.
6	Drum Sander Machine	3 HP 1440 RPM	1	No.
7	CNC Router Machine with 3DPrinter	21 HP Elect. Motor, four headx4 axis, constant cooling spindle, with 3D shaping capabilities	1	No.
8	Dust Collector Machine	5 HP Elect. Motor	2	Nos
9	Round and Tenoner Machine	5.0 HP Elect. Motor	1	No.
10	Oscillating Mortiser Machine	2 HP Elect. Motor	1	No.
11	Auto Profile Making Machine	1 HP 1440 RPM	1	No.
12	Drill Machine	1 HP 1440 RPM	2	Nos
13	Laser Engraving Machine	5 HP Elect. Motor	2	Nos
14	Fret Saw Machine	0.5 HP Elect. Motor	1	No.
15	Mini Lathe Machine	1 HP Elect. Motor	1	No.

16	Round Ball Making Machine	3 HP Elect. Motor	1	No.
17	Painting Booth	5 HP Elect. Motor	1	No.
18	Spray Machine with Gun	2 HP Elect. Motor	1	No.
19	Compressor	5 HP Elect. Motor	1	No.
20	Pneumatic Nailer Machine	Air pressure 50-100 psi, Shank Diameter,2.3~2.9 mm	2	Nos.
21	Pneumatic Screw Driver Machine	-	5	Nos.
22	Pneumatic Wrench	-	5	Nos.
23	Pneumatic Dic Grinder	-	5	Nos.
24	Hand Drill	-	50	Nos.
25	Bench Grinder Machine	0.5 HP Elect. Motor	20	Nos.
26	Buffing Machine	2 HP Elect. Motor	20	Nos.
27	Flexible Grinder Machine	1 HP Elect. Motor	20	Nos.
28	Hand Router	0.5 HP Elect.	10	Nos.
29	Hand Belt Sander Machine	750 Watt.	10	Nos.
30	Wooden Toys Fixture Machine	No Power Required	10	Nos.
31	Toys Hand Working Tools	No Power Required	200	Set
32	Multi-Cutter Grinder Machine	1 HP 1440 RPM	2	Nos.
33	Transportation	Up to Site	1	No.
34	E & C	For complete plant	1	
35	Wiring and Piping	For complete plant	1	
36	Product Development & 15 days of Training		1	
	Total Amount			

PART-I

Date: _____

From,

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

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.)”

Sir,

Sub: Tender for the ...
Ref: Your Tender Notice Dt.

With reference to your tender notice, we submit herewith our sealed Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **Wood Based Toys Cluster** on turnkey basis, 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 similar orders executed in the 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.ppdcmeerut.com** or **www.nisarg.org.in** (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) Copy of valid dealership certificate
- 14) Purchase Orders / Performance certificate issued by the clients.
- 15) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY ...
- 16) Latest I.T return.
- 17) 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	Telephone Number: Fax :Email : Website, if any
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 staff 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		
2		
3		
4		
	Total	
Average annual turnover of latest 3 years		

DATE :

SIGNATURE OF THE TENDERER

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

ANNEXURE - V

LIST OF SIMILAR ORDERS EXECUTED IN THE PAST 3 YEARS

(Please provide the details for each project in separate sheet along with Purchase order/completion certificate from client)

Sl. No.	Name & address of the client	Phone / Mobile Number	Name of the machinery	Quantity Supplied	Year of supply	Purchase Order/ Completion certificate enclosed (Yes/No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

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

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)**

DECLARATION FORM

Date: _____

I/We..... having our office at do declare that I/We have carefully read all the conditions of tender floated vide tender **Ref. No. 14/SKF/2022-23. SFURTI-II/Wood Based Toys Cluster/(Ref. no. 14/SKF/2022-23)** for the Design, supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **Wood Based Toys Cluster** on turnkey basis and will complete the contract as per the tender conditions.

I/We have downloaded the tender document from the internet site **www.ppdcmeerut.com** **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.**

SIGNATURE OF THE TENDERER
(with seal and address)

BID SECURITY DECLARATION FORM

Date: _____

To
The Director,
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. no.)/2022-23 dated (time)

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)

PART-II

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Director,

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 ... at ...

Ref:- Our tender (Technical Bid) submitted for the “(…)”

In continuation of our above tender, we submit herewith the price offer for the “(…)” 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

CHECKLIST OF DOCUMENTS**Documents to be enclosed in Part-I:**

Sr. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on your letterhead addressed 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 Mobile:9039099001, 8957520476		
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 similar orders executed in the 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.	Copy of valid dealership/ OEM certificate		
15.	Purchase Orders / 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 ...		
17.	Latest I.T return		
18.	Notarized translated English version of the documents in a language other than English/Tamil, if any		

Documents to be enclosed in Part-II

Sr. No.	Checklist	Enclosed (Yes/No)
1.	A covering letter on your letter head addressed 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 Mobile:9039099001, 8957520476	
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 supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **Wood Based Toys Cluster** on a turnkey basis” 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 Mobile:9039099001 containing the name and address of the Tenderer.

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