



**M/s. Community Action for Social Transformation (CAST)**  
**Poothathankudieruppu, Thiruviruthanpulli (Post)**  
**Cheranmahadevi-627 414. Tirunelveli (Dist) Tamilnadu, India**  
**Cell: 9443160570**  
**E-mail ID: [castcoregroup@gmail.com](mailto:castcoregroup@gmail.com)**



**TENDER NOTICE**  
**(No.KRDP/TN-KKD/01/2020-21)**

Sealed Tenders are invited by **M/s. Community Action for Social Transformation (CAST), Poothathankudieruppu, Thiruviruthanpulli (Post), Cheranmahadevi-627414. Tirunelveli (Dist), TamilNadu**, the Implementing Agency (IA) of **Kalakkad Fibre Artisan Cluster**, from reputed Manufacturers only for supply, erection, installation and commissioning of the following Machinery & Equipment for the Common Facility Centre (CFC) to be set up at Padmaneri Village, Kalakad Union, Tamilnadu under the Scheme of Khadi Reform and Development Programme (KRDP) of Khadi Village Industries Commission (KVIC) Ministry of MSME with financial assistance from Government of India.

S.No.	DESCRIPTION	QTY
1	SISAL FIBRE EXTRACTING MACHINES	1
2	FIBRE SOFTENING MACHINE	1
3	BANANA ROPE MAKING MACHINE	3
4	IMPROVED TOOL KIT MACHINE	10
5	YARN MAKING MACHINE	1
6	MOULD DIFFERENT SIZES	4
7	ORDINARY LOOM	1
8	VESSELS FOR DYING	1
9	WEIGHING MACHINE	1
10	FURNITURE / FITTINGS	1 SET
11	PACKAGING & LABELLING MACHINES	1

Technical Specifications for the above Machinery and Equipments are available in the Annexure to the Tender Document.

Tender document may be DOWNLOADED from the date of advertisement (11.00 AM onwards) from the website [www.kvic.org.in](http://www.kvic.org.in) and [www.sippo.org.in](http://www.sippo.org.in).

- Date of commencement of issue of tender 28.09.2020 @ 11.00 A.M.
- Pre-bid meeting 07.10.2020 @ 11.00 A.M
- Last date for issue of Tender 19.10.2020 @ 10.00 A.M.
- Last date for submission of Tenders 19.10.2020 @ 12.00 Noon
- Date of opening of sealed Tenders 19.10.2020 @ 02.00 P.M

**(Technical bid only)**

**Programme Director**  
**M/s. Community Action for Social Transformation (CAST)**

**M/s. Community Action for Social Transformation**

(Implementing Agency, KALAKKAD FIBRE ARTISAN CLUSTER)

Poothathankudieruppu, Thiruviruthanpulli (Post)

Cheranmahadevi-627414. Tirunelveli (Dist), TamilNadu, India

Cell: 9443160570

E-mail ID: [castcoregroup@gmail.com](mailto:castcoregroup@gmail.com)

**TENDER DOCUMENT**

TENDER NOTICE No: KRDP/TN-KKD/01/2020-21

TENDER FOR THE SUPPLY OF SISAL & BANANA FIBRE PRODUCTS MAKING  
MACHINES FOR  
KALAKKAD FIBRE ARTISAN CLUSTER

Prepared by

**Small Industries Product Promotion Organisation**

Corporate Office: No.52, T.B. ROAD, MAHABOOPALAYAM, MADURAI – 625 016.

Phone: 0452 – 2602339, 2603085 Fax: 0452 – 2602455,

Website: [www.sippo.org.in](http://www.sippo.org.in), E-mail: [mdusippo@gmail.com](mailto:mdusippo@gmail.com)

**Ref: /CAST/KRDP/01/2020-21 Date: 21.09.2020**

## **Invitation to Tender**

For Procurement of **Sisal and Banana fibre products making machines as detailed**, for implementation of “Kalakkad Fibre Artisans Cluster “ to be implemented by Community Action For Social Transformation(CAST), Cheranmahadevi, Tirunelveli District for the year 2020-21 under KRDP-ADP Cluster, Khadi and Village Industries, Ministry of MSME, Govt. of India, Mumbai-400 056.

Cost of the Tender Document Rs.500/-

Date of Tender Issue : 28.09.2020.

Date of Submission of pre-bid queries: 05.10.2020.

Pre-bid meeting at 11.00 AM on 07.10.2020.

Last date of issue of Tender: 19.10.2020 @ 10.00 A.M.

Last date of Tender submission: 19.10.2020 by 12.00 Noon.

Date of opening of Sealed Tenders: 19.10.2020 at 2.00 PM.

Opening of Financial Bids: After Evaluation of Technical Bid /Specification then Financial Bid will be opened at Community Action For Social Transformation (CAST), Cheranmahadevi, Tirunelveli District.

Request for Proposal (RFP) in respect of Procurement of Sisal and Banana fibre products making machines and accessories for implementation of “Kalakkad Fibre Artisans Cluster ” to be implemented by CAST, Tirunelveli for the year 2020-21 under KRDP-ADP Clusters, KVIC, Mumbai under supervision of KVIC, Divisional Office, Madurai.

## 1. BACKGROUND AND SCOPE

- 1.1. Community Action For Social Transformation (CAST), Cheranmahadevi, Tirunelveli is registered institution under Society Registration act 1860, one of the empanelled institution under the Khadi and Village Industries Commission (KVIC), Ministry of MSME, G.O.I.
- 1.2. Body scrubbers, Toys, Bags, Wall hangers and Gift boxes (in sisal fibre) Fruit baskets, Wall hangers, Foot mats (in Banana sheath), activity under KRDP cluster Scheme, promoting Sisal and Banana fibre products with necessary research, technical knowhow, outreach, training and extension programme.
- 1.3. The Sisal and Banana fibre products making activity to be implemented under “KRDP SCHEME during the year 2020-21 under , KVIC, Ministry MSME, Govt. of India that will increase the income of unemployed men/ women, poor people, including migrant workers.
- 1.4. With this endeavor, under KRDP Scheme, KVIC proposed to provide the following Sisal and Banana fibre products making activities through Community Action For Social Transformation (CAST), Cheranmahadevi, Tirunelveli:-

### **Machines to be procured –**

#### **1. Sisal and Banana Fibre Products Making Machine–**

This above task of purchasing of machines for making of Sisal and Banana fibre products will be completed by 21st Nov.2020. Hence the total machines will be available for live demonstration on 11th Dec.2020 for imparting the two days training program. Actual quantities of machines and place machine to be delivered for making of Sisal and Banana fibre products is given in the annexed form- 8

- 1.5. Manufacturers can quote for one or for all machines. The successful bidder will be selected, who will quote **lowest price** (L1) for the complete set of machines and rate of each consumable parts. Incomplete bids will be rejected.
- 1.6. All machines above mentioned machines should be indigenously developed and manufactured in India. No imported machine and components will be used. The selected supplier will give undertaking to this effect.

- 1.7. The automatic Sisal and Banana fibre products making machine needs regular maintenance and replacement of consumable parts. So, standard parts must be available at the reasonable price.
- 1.8. The manufacturer must arrange a virtual/ physical class during training period through providing video or physical demo of replacing the consumable parts of machine, assembly and de-assembling of machine, etc. During training the representatives of the Institution must be trained for the repair/ assembly and de-assembly of machine.
- 1.9. Machines will be provided by the selected manufacturer.
- 1.10. Manufacturer will provide one-year free warranty and after sale support i.e. toll-free number, technician's mobile number and afterwards paid support to machines supplied.
- 1.11. The period of assignment will be three month from the date of awarding of the work order. In the event of any changes in the scheme, machines, tools & specification etc., tender will be terminated and further separate tender will be called for.

## **2. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA**

- i. The bidder should have a minimum 3 years of experience on as 31<sup>st</sup> March 2020 in manufacturing of the above-mentioned machines with average annual turnover should not be less **than Rs. 30 Lakhs** . The bidder should have registered with "Udyog Aadhar" with valid GST number in manufacturing of tools, machines related items.
- ii. Start-ups is eligible from exemption of Earnest Money Deposit (EMD) as per Rule 170 (i) of GFRs, 2017 regarding Bid Security. Udyog Aadhar holders will also be exempted from Bid Security amount. Other bidders should furnish bid security along with their bids.

## **3. INTEGRITY CLAUSE**

Integrity clause in line with guidelines issued by Department of Expenditure vide O.M.14 (12) 2008-E-II (A) will be complied with GFR norms as applicable will be followed. The Integrity pact will be signed between KVIC and the bidder agency before awarding the work.

## **4. PROCEDURE FOR REVIEW OF THE WORK OF THE AGENCY AFTER AWARD OF THE ASSIGNMENT**

A Tender Evaluation Committee will evaluate the Bid and ensure the veracity of the bidder and performance of the selected agency, as per the

criteria mentioned in Tender document.

## **5. BID EVALUATION CRITERIA AND SELECTION PROCESS OF THE AGENCY**

### **(a) Bidding process**

- (i) Each bidder shall pay the cost of bid document amounting to Rs. 500/- (Rupees Five hundred only) (non-refundable).
- (ii) Bidder shall pay EMD Rs.18,000/either through Account Payee Cheque/Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. CAST invites two-part bids from eligible firms for the scope of work mentioned in the document. The two-part bid shall consist of **Part-I Technical bid** and **Part-II-Financial bid**.
- (iii) Technical Bid and Financial bid should be submitted in two separate covers, clearly writing on covers as "**Technical Bid**" and "**Financial Bid**" respectively. The Technical Bid would be opened first. The Financial Bid would be opened only in the case of those bidders, who qualify the technical evaluation and meet the requisite parameters laid down by the KVIC.
- (iv) The bidder may apply for Technical bid as per **Annexure-A** and the Financial bid will be filled as per **Annexure-B**, and submit in Financial cover. After award of tender the supplier / will sign an agreement. The EMD will be returned to the un-successful bidder after finalization of Tender process. The successful bidder's EMD will be returned, after signing the agreement and submitting the Performance Bank Guarantee in favour of Kalakkad Fibre Artisans Cluster @ **5%** of total tender cost of machines amount as per GFR norms. The Performance Bank Guarantee will be returned to the successful bidder after one year of supply of machines.

Following **supporting documents** should be enclosed along with Technical bid:

1. Certificate of "Udyog Aadhar" with registration number with **Central/State government**.
2. EMD or exemption certificate for manufacturing units and firms registered with MSME & NSIC, etc.
3. Details of offices/Branches of the agency / associates in the Country with full address, phone numbers and email id, if any.
4. GST No. of the manufacturing firm.

5. The copy of previous supply order of government supplies, if any.
6. The amount of EMD Rs 18,000/- through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form i.e. NEFT/RTGS. to the Bank details as mentioned below-

Account Name : Kalakad Fibre Artisans Cluster  
a) Name of the Bank : State Bank of India  
b) Branch : Kalakad  
c) Account No. : 39174731126 (EMD & Tender fee)  
d) IFSC Code : SBIN0070209

Last Date for submission of bids shall be 19.10.2020 before 11.00 AM.

- (v) The tender document can be obtained from the CAST, Kalakkad.
- (vi) Contact Address: M/s. Community Action for Social Transformation (CAST), Poothathankudieruppu, Thiruviruthanpulli (Post), Cheranmahadevi-627414. Tirunelveli (Dist) TamilNadu, if any clarification may contact by email: castcoregroup@gmail.com
- (vii) The evaluation committee will examine the bids to determine, whether required tender cost and EMD has been furnished. Whether the bids are generally in order and all other requirements are fulfilled for its acceptance.
- (viii) The evaluation committee may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
- (ix) If a Bid is not technical and commercial responsive, it will be rejected by KVIC, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- (x) The delivery of machines shall be started from the date of issuing purchase order in favour of selected bidder. If delivery schedule of machines is not followed & if it is found that the supplier is unable to supply the machines, he will be black-listed and his EMD & performance bank guaranty will be forfeited.

#### **(b) Technical Evaluation**

After the technical evaluation is completed, CAST shall notify those bidders, who qualify and there after the financial bid of technically qualified bidder shall be opened offline.

#### **(c) Financial proposal**

The Tender Evaluation Committee will assess the financial bids of the

bidders and the lowest financial bid (L1) for complete set of machines and rate of consumable parts will be selected for award of the supply order. The rate of each single unit must be inclusive of all taxes i.e. GST, etc and transportation on F.O.R. destination biases including loading charges.

**(d) Award of the Assignment**

- (i) The agency who qualifies the physical examination will have to furnish an 'Unconditional Acceptance' of the assignment, within five days from the date of the award of the supply order regarding supply of set of machines.
- (ii) Quantity given in the tender document is approximate. It is likely to vary.
- (iii) Program Director, Community Action For Social Transformation (CAST), or his representative will collect random sample without any prior notice to supplier and verify the technical specification of set of machines and parts that should be within the prescribed limits.
- (iv) Defective / damaged machines, if any, will be replaced by the supplier at its cost and consequences.
- (v) Onsite warrantee period for machines will be for one year. If any defect is found during the warrantee period, the manufacturing will do the necessary repairs / replacements within 10 days from the date of information by mail/phone. If supplier is not turned up to repair the defect then it will be repaired through other agency and repair cost will be claimed through performance bank guarantee and supplier will be black listed.
- (vi) Community Action For Social Transformation (CAST) reserve the right to procure or reject the machines or set of machines in part or full if found unsatisfactory.

**6. PACKING & MARKING**

- 1. **Packing:** Each machine will be properly packed to protect it from any damage during transit.
- 2. **Marking:** The Firm logo will be affixed on each machine at an appropriate place with serial number, which should be visible.

**7. PAYMENT TERMS**

- a) **20% of contract value** will be paid 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 **M/s. Community Action For Social**



**Transformation.**

- b) **75% 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.
- c) **The balance 5% and SD** will be released only after satisfactory completion of the entire contract, including performance test and submission of bank guarantee equivalent to 10% of the total value of contract valid for 1 year towards performance guarantee.
- d) **M/s. Community Action For Social Transformation** 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 **M/s. Community Action For Social Transformation** immediately on demand, without raising any dispute/protest.

**8. PENALTY CLAUSE**

At any time, if the performance of the selected party during the current assignment is not found to be satisfactory, or machines found to be of sub standard quality, the agreement can be terminated and the EMD, shall be forfeited by the KVIC apart from returning the substandard machines at the cost of the supplier/Contractor" may be added at the end.

**9. DELAY AND LIQUIDATED DAMAGES**

- i. The Community Action For Social Transformation (CAST) shall have right to impose a penalty @ 2% of value of order on the party if he fails to deliver the contractual obligation on time.
- ii. Quantum of liquidated damages assessed and levied by the Community Action For Social Transformation (CAST) and decision of the KVIC thereon shall be final and binding on bidder provided further the same shall not be challenged by bidder either before Arbitration tribunal or before the Court. The same should stand specifically excluded from the purview of the arbitration. As such, the same shall not be preferable to arbitration.

**10. TERMINATION OF CONTRACT**

The Community Action For Social Transformation (CAST) may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part there off.

- A.** If the performance is found unsatisfactory due to the negligence on the part of manufacturer, depending upon the severity of negligence,

Community Action For Social Transformation (CAST) reserves the right to blacklist the agency from further participation in any of Community Action For Social Transformation (CAST) tenders/contracts. The decision of Community Action For Social Transformation (CAST) shall be final in this regard.

- B.** For all legal disputes, the Courts of Tirunelveli alone shall have exclusive jurisdiction.

## **11. FORCE MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of CAST/KVIC as to whether the supplies have been so resumed or not shall be final and conclusive.

Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at their option terminate the contract.

## **12. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- a. In case the date fixed for opening of bids is subsequently declared as holiday by the Community Action For Social Transformation (CAST), the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day. Time and venue remaining unaltered.
- b. Community Action For Social Transformation (CAST) reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Community Action For Social Transformation (CAST).
- c. No sub-contracting is permissible.
- d. Conditional bid will not be accepted.
- e. Community Action For Social Transformation (CAST) reserves the right

to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of Community Action For Social Transformation (CAST)'s action.

- f. Community Action For Social Transformation (CAST) is not bound to accept the lowest tender or any tender or to assign any reason for rejecting any or all the tenders. It also reserves the right to accept/reject (part/whole) or any other tender(s) at their sole discretion without assigning any reason thereof. Its decision in the matter shall be final and binding.
- g. Prices shall remain fixed and valid during the period of contract.
- h. **For Dispute of Resolution** The Community Action For Social Transformation (CAST) will appoint an Arbitrator for dispute resolution and will be binding on the both the parties. For all legal suits, the jurisdiction will be High Court Madurai.

**SECTION-II**

**FORM-5**

**PERFORMANCE SECURITY GUARANTEE BOND**

**1.** In consideration of the Community Action For Social Transformation (hereinafter called 'CAST) having agreed to exempt (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No..... dated..... made between ..... and ..... for the supply of .....(hereinafter called "the said agreement "), of performance security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for we, (name of the bank)..... (hereinafter refer to as "the bank") at the request of ..... (contractor(s)) do hereby undertake to pay to the CAST -India an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by CAST -India by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

**2.** We (name of the bank) ..... do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the CAST by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of CAST in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding .....

**3.** We undertake to pay to the CAST any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

**4.** We (name of the bank) ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CAST -India under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... (office/Department) CAST certifies that the terms and conditions of the said Agreement have been fully or properly

carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE/TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

**5.** We (name of the bank) further agree with the CAST -India that the CAST shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CAST against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the CAST or any indulgence by the CAST to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**6.** This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

**7.** We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SSS in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for (indicate the name of bank)

## FORM-6

### AGREEMENT

THIS AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ among Community Action For Social Transformation, Poothathankudieruppu, Thiruviruththanpulli Post. Cheranmahadevi, Tirunelveli having its Office at -----, hereinafter called "**CAST**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **of the One Part** AND M/s. ....having its office at .....here in after called "**Supplier**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its survivors or survivor of them and heirs, executors and administrators of the last survivor and their/him/her permitted assigns) **of the Second Part**

**ANDWHEREAS**, the CAST engaged in the promotion and development of Sisal and Banana Fibre Products in the region and also provides technical and marketing support to artisans and for that purpose establishes linkage with other organizations and agencies wherever feasible.

**ANDWHEREAS**, under KRDP-ADB Cluster, Sisal and Banana Fibre Products making is an activity taken up by CAST for promotion, by providing Training and equipment to upgrade the lively hood of Sisal and Banana Fibre Products making artisans and for generating sustainable employment to rural mass including SC/ST population and unemployed youth & women at their doorstep. SSS is working for the overall promotion of Sisal and Banana Fibre Products making training in the area with an objective to develop artisan.

**ANDWHEREAS**, for the aforesaid purpose, CAST has invited tenders from manufacturers / suppliers for the supply of various Sisal and Banana Fibre Products making machines.

**ANDWHEREAS**, a contractor being a manufacturer / supplier of various machines has emerged as a successful bidder for the aforesaid supply.

**NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The contractor agrees to undertake the supply of machines as referred in Tender No. \_\_\_\_\_ as per the requirement of the CAST at the rates quoted by him. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.

## **2. Right of rejection**

CAST shall have the right to reject the Sisal and Banana Fibre Products making machine ..... supplied by the contractor, which are not in conformity with the requirements/ specifications mentioned in the Tender document as well as purchase order.

## **3. Duration of agreement**

This Agreement shall be valid for a period of 1 year from the date of signing of the Agreement. The contract may be extended with the same terms and conditions and rates with the consent of both the parties. The warranty period of the machines is 1 year.

## **4. Integrity Pact**

An Integrity Pact Agreement to be executed on a Stamp Paper of Rs.100/- between Divisional Office and the selected bidder before placing the work order.

## **5. Bank Guarantee**

Bank performance guarantee is to be submitted by the contractor to Directorate of PCBI as per applicable GFR norms. If any renewal of the Bank Guarantee is required, that will be the sole responsibility of the bidding agency. The Program Director on behalf of CAST will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform / fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

## **6. Right to vary the TOR**

During the period of the assignment, authority may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen its scope/ coverage.

## **7. Force majeure**

Neither party shall bear responsibility for the complete or partial non performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 7 (Seven) days from the moment of their beginning.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

### **8. DELAY AND LIQUIDATED DAMAGES**

- i. The CAST shall have right to impose a penalty @ 2% of value of order on the party if he fails to deliver the contractual obligation on time.
- ii. Quantum of liquidated damages assessed and levied by the CAST and decision of the CAST thereon shall be final and binding on bidder provided further the same shall not be challenged by bidder either before Arbitration tribunal or before the Court. The same should stand specifically excluded from the purview of the arbitration. As such, the same shall not be preferable to arbitration.

### **9. Dispute of Resolution**

The CAST will appoint an Arbitrator for dispute resolution and will be binding on the both the parties. For all legal suits, the Courts of Tirunelveli alone shall have exclusive jurisdiction.

### **10. Tender conditions to form part of this agreement**

That the tender schedule, instructions to the bidders and terms and conditions shall also form part of this agreement. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

IN WITNESS whereof the parties hereto have signed and executed this agreement the day and the year first herein above written and affixed the common seal of the parties.

For & on behalf of the CAST }

By its duly authorized representatives

In the presence of witnesses –

1)

2)

For & on behalf of the contractor }

By its duly authorized representatives}

In the presence of witnesses –

1)

2)



**FORM 7**

**CERTIFICATE OF DECLARATION**

I \_\_\_\_\_ Son/Daughter of \_\_\_\_\_ /  
W/O \_\_\_\_\_ R/O \_\_\_\_\_ hereby confirm and  
declare that my/our firm/company M/s..... is not  
blacklisted/delisted or debarred or on Holiday list with any company of  
Private/Public Ltd. or Government Company/Govt. dept. from participating in  
the tender as on date.

In case at any stage, it is found that the information given by me is false/  
incorrect, KVIC-India shall have the absolute right to take any action as deemed  
fit/ without any prior intimation to me.

Signature:

For and on behalf of the Bidder

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## **Form- 8**

**Plant address, machines to be delivered:**

**Community Action For Social Transformation (CAST),  
Poothathankudieruppu, Thiruviruththanpulli Post,  
Cheranmahadevi – 627 414, Tirunelveli Dist. TamilNadu**

### **Specifications of Sisal and Banana Fibre Products Making Machine**

<b>S.No.</b>	<b>Name of the Machines</b>	<b>QTY.</b>	<b>Total Cost (in Lakhs)</b>
1	Sisal Fibre Extracting Machines	1 No.	1.00
2	Fibre Softening Machine	1 No.	0.50
3	Banana Rope Making Machine	3 Nos.	0.90
4	Improved Tool Kit Machine	10 Nos.	2.00
5	Yarn Making Machine	1 No.	1.00
6	Mould Different Sizes	4 Nos.	0.20
7	Ordinary Loom	1 No.	0.20
8	Vessels for Dying	1 No.	0.25
9	Weighing Machine	1 No.	0.20
10	Furniture/Fittings	1 Set.	2.00
11	Packaging & Labeling Machine	1 No.	0.75
	<b>Total</b>		<b>9.00</b>

**Annexure-A**  
**Part-I - Technical Bid**  
**(In Technical cover)**  
**Letter head**

**Address:** .....

**APPLICATION FORM**

Sub:- Supply of **Sisal and Banana Fibre Products** making machine under promotional activities of KRDP Cluster during the year 2020-21reg.

**Ref:** -Notice Inviting Tender vide advertisement No. \_\_\_\_\_ dt. \_\_\_\_\_ in CPP Portal.

\*\*\*\*\*

<b>S.No</b>	<b>PARTICULARS</b>	
<b>1</b>	Name & full postal address of the machine manufacturer. PIN code, STD code, Fax/Tel. No., e-mail ID	
<b>2</b>	Registration no. with State or Central Govt.	
<b>3</b>	Year of registration (Please enclose the certified copy of the registration)	
<b>4</b>	Legal Status of the manufacturing firm (Whether Registered Proprietorship Firm/Partnership Firm/Company under Companies Act/Consortium/Startups or any other)	
<b>5</b>	Year of Commencement of Operation with annual manufacturing capacity.	
<b>6</b>	Brief profile of the manufacturer along with infrastructural details and manpower available	
<b>7</b>	Details of information i.e. Office and other branches / places in the country with address ,PIN code, STD Code, Fax/Tel. No., e-mail, web site, if any	
<b>8</b>	Past Experience in manufacturing of machines, etc. furnished separately	
<b>9</b>	Average annual Turn Over not less than Rs. 10 Lakhs during last three years (Enclose Chartered Accountant Certified Balance Sheet for reference).The bidder should have a minimum three years of experience on as on 31st March 2020 in manufacturing of machines. Exempted for Start-up farms.	
<b>10</b>	Whether the manufacturer is graded/rated by any competent authority/ professional agency, if so, give details	

<b>11</b>	Financial position of the manufacturing firm (Enclose last three years audited Balance Sheets)	
<b>12</b>	a. GST No (Please enclose certified copy)	
	b. Copy of government supply order, if any	
<b>13</b>	a) Details of Earnest Money Deposit (EMD) deposited through Account Payee cheque/ Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form i.e. NEFT/RTGS/ if exempted the certified copy of exemption	
	b) Details of cost of the Tender Document deposited through NEFT/RTGS	
<b>14</b>	Any other information about the manufacturing firm feels relevant but not covered in the form	

For the procurement of machines, the 'Technical Bid' and 'Financial Bid' should be submitted to the Institution in two separate covers.

Two separate NEFT/RTGS i.e. one for cost of the Tender Document and another for Earnest Money Deposit (EMD) must be enclosed along with the Technical Bid only.

**Note:** While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement.

Place:

Date:

Signature of Authorized person:

Name:

Designation:

Seal:

**Annexure-B**  
**Financial Bid-Part-II**  
**Financial Bid Format for Supply of Sisal and Banana Fibre**  
**Products Making Machines to CAST**

<b>Financial Bid for Supply of Sisal and Banana Fibre</b> <b>Making Machines to CAST</b>					
Name of the manufacturing Firm :					
Address					
Telephone / Mobile No.					
Email:-					
No.	Name of the item	Qty. (No.)	Rate quoted F.O.R. at Destination (ref. To R)	Taxes	Total rate including all taxes
1	Sisal Fibre Extracting Machines	1 No.			1.00
2	Fibre Softening Machine	1 No.			0.50
3	Banana Rope Making Machine	3 Nos.			0.90
4	Improved Tool Kit Machine	10 Nos.			2.00
5	Yarn Making Machine	1 No.			1.00
6	Mould Different Sizes	4 Nos.			0.20
7	Ordinary Loom	1 No.			0.20
8	Vessels for Dying	1 No.			0.25
9	Weighing Machine	1 No.			0.20
10	Furniture/Fittings	1 set.			2.00
11	Packaging & Labeling Machine	1 No			0.75
<b>Total</b>					<b>9.00</b>

Place:

Date:

Signature of Authorized person:

Name:

Designation:

Seal

**Note:** While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement. Since this is a fixed price contract and therefore, price quotation shall include inter-alia direct and indirect wages, overheads, cost of transport, and cost of items.