TENDER NOTICE for CUDDALORE SARVODAYA SANGH POTTERY CLUSTER (No : KVIC /SFURTI/Villupuram Pottery/02/2022 -23)

M/s. Cuddalore Sarvodaya Sangh

HO.No.86, Sarvodaya Nagar, Vadalur, Cuddalore District Email: sangh277@gmail.com, Mobile:9942979237

Sealed Tenders are invited by M/s. Cuddalore Sarvodaya Sangh, HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, TamilNadu the Implementing Agency (IA) of Cuddalore Sarvodaya Sangh Pottery Cluster, from reputed Manufacturers only for supply, erection, installation and commissioning of the Machinery & Equipment for the Common Facility Centre (CFC) to be set up at S.No.331-2A, Santhanur Village, Vikravandi, Villupuram District, TamilNadu under the "Scheme of Fund for Regeneration of Traditional Industries" (SFURTI) of Khadi and Village Industries Commission (KVIC), Ministry of MSME with financial assistance from Government of India.

S.No.	Name of the Machinery	Nos.	EMD
1	Up-draught Kiln	5	
2	Bug Mill (Small Size)	20	Rs.69,800/- or 2% of total value of machineries
3	Jigger and Jolly	21	quoted in the tender in the form of Demand
4	Blencher	10	Draft drawn in favour of "CUDDALORE
5	Toggle Press (Hand Operated)	9	SARVODAYA SANHG" Payable at Cuddalore or NEFT transfer to Account No. : 1250256010031
6	Ball Mills (with 5 H.P.Motor Fitting)	1	IFSC Code : CNRB0001250 Bank : Canara Bank
7	Drier Shed (with 5 H.P.Motor)	1	Branch : Cuddalore

Tender document may be DOWNLOADED from the date of advertisement (26-06-2023 @ 11.00 AM onwards) from the website **www.kvic.org.in** and **www.sippo.org.in**

Date of commencement of issue of tender Pre-bid meeting Last date for issue of Tender Last date for submission of Tenders Date of opening of sealed Tenders (Technical bid only) 26-06-2023 @ 11.00 am 05-07-2023 @ 11.00 am 17-07-2023 @ 05.00 pm 18-07-2023 @ 01.00 pm 18-07-2023 @ 02.00 pm

Secretary M/s. Cuddalore Sarvodaya Sangh

M/s. Cuddalore Sarvodaya Sangh

HO.No.86, Sarvodaya Nagar, Vadalur, Cuddalore District Email: sangh277@gmail.com, Mobile:9942979237

TENDER DOCUMENT

TENDER REFERENCE No. KVIC / SFURTI / Villupuram Pottery/ 02/2022 - 23

TENDER FOR THE SUPPLY, ERECTION AND COMMISSIONING OF MACHINERIES, EQUIPMENTS AND ITS ACCESSORIES FOR THE COMMON FACILITY CENTRE OF CUDDALORE SARVODAYA SANGH POTTERY CLUSTER, SANTHANUR VILLAGE, VIKRAVANDI, VILLUPURAM DISTRICT,

Date & Time of Release of Tender	26.06.2023, 11.00 AM
Date & Time of Pre-Bid Meeting	05.07.2023, 11.00 AM
Last Date & Time for Submission of Bid	18.07.2023@ 01.00 pm
Date & Time of Opening of Bid	18.07.2023@ 02.00 pm
(Technical bid only)	

Prepared by

Small Industries Product Promotion Organisation

No.52, T.B.Road, Mahaboobpalayam, Madurai -625016 Ph:0452-2602339, 2603085, Cell: 9443053104 Website: <u>www.sippo.org.in</u>, Email:mdusippo@gmail.com

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TENDER FOR THE SUPPLY, ERECTION AND COMMISSIONING OF MACHINERIES, EQUIPMENTS AND ITS ACCESSORIES FOR THE COMMON FACILITY CENTRE OF CUDDALORE SARVODAYA SANGH POTTERY CLUSTER UNDER SFURTI SCHEME

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. Khadi Village Industries Commission (KVIC) is the Nodal Agency for the development of Khadi and Village industry 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

Cuddalore Sarvodaya Sangh Pottery Cluster is approved under the scheme. **M/s.Cuddalore Sarvodaya Sangh,** having administrative office at Cuddalore Sarvodaya Sangh, HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, TamilNadu, is the Special Purpose Vehicle (SPV) & Implementing agency (IA) of the cluster and **M/s. Small Industries Product Promotion Organisation** (SIPPO) 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 Pottery 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. Cuddalore Sarvodaya Sangh, the IA/SPV of **Cuddalore Sarvodaya Sangh Pottery Cluster**, having the administrative office at HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, Tamil Nadu propose to establish a Common Facility Centre (CFC) at S.No.331-2A, Santhanur Village, Vikravandi, Villupuram District, TamilNadu with the financial assistance from Government of India under SFURTI.

In this context, M/s. Cuddalore Sarvodaya Sangh invites sealed tenders from reputed manufacturers / authorized dealers in "Two Cover System" for the supply, erection and commissioning of machineries, equipments and its accessories for Cuddalore Sarvodaya Sangh Pottery Cluster through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 18-07-2023 at 2.00 pm.

2. SCOPE OF WORK

a) The successful tenderer should undertake supply, erection and commissioning of machineries, equipments and its accessories for the common facility centre of Cuddalore Sarvodaya Sangh Pottery Cluster, 331-2A, Sathanur Village, Vikkiravandi Taluk, Villupuram District,.

Supply, erection and commissioning of machineries, equipments and its accessories for the manufacture of Pottery Products:

S.No	Name of the Machinery	Quantity	Cost in
			Lakhs
1	Up-draught Kiln	5	7.50
2	Bug Mill (Small Size)	20	8.00
3	Jigger and Jolly	21	8.40
4	Blencher	10	2.50
5	Toggle Press (Hand Operated)	9	4.50
6	Ball Mills (with 5 H.P.Motor Fitting)	1	2.00
7	Drier Shed (with 5 H.P.Motor)	1	2.00
		Total	34.90

The tenderer can bid one or more packages subject to fulfillment of eligibility criteria for the respective package.

- b) The detailed specification is given in Annexure-I for each package separately. The successful tenderer should adhere the schedule of supply and complete erection, commissioning and performance testing as prescribed in the schedule of supply for each package (Chapter 20).
- c) The successful tenderer should undertake supply, erection, commissioning and performance testing of the above said machineries at S.No.331-2A, Santhanur Village, Vikravandi, Villupuram District, TamilNadu

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QUALIFICATION CRITERIA

Clause	Clause Qualification Criteria Supporting Document						
3(a)	The tenderer should be a registered legal entity.	 (i) In case of Private / Public Limited Companies, Copy of Incorporation Certificate issued by the Registrar of Companies Copy of Memorandum and Articles of Association (ii) In case of Partnership firm, Registered Partnership deed (iii)In case of Proprietorship Concern, Copy of Udyog Aadhaar/ GST Registration Certificate /PAN Card. 					
3(b)	The tenderer should be a manufacturer/ authorized dealer of Original Manufacturer of the machinery.	 Copy of Udyog Aadhaar/ GST Registration Certificate /PAN Card. (i) In case of Manufacturer, Copy of Udyog Aadhaar/GST registration. (ii) In case of Authorized dealer of the Manufacturer, 					
		• Valid dealership certificate from OEM					
3(c)	The tenderer should have at least 3 years of experience (as on 31 st March 2023) in the field of manufacture/sales of tendered items, for which the bidder bids.	 (i) Purchase orders issued by clients (ii) Performance certificate issued byclients (iii)List of similar orders executed in the last 3 years as per Annexure- V 					

3(d)	The minimum Average Annual Turnover of the tenderer in the last three financial years should be minimum of 50 LAKHS. i.e. 2019-20, 2020-21 & 2021-22 or 2020-21,2021-22 & 2022-23 shall be as given below:	 (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
	Note: The turnover stipulated is package specific, irrespective of the number of packages tendered.	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 form as per Annexure VI should be enclosed.

4. LANGUAGE OF THE TENDER

The Tender prepared by the tenderer as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/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.kvic.org.in** or <u>www.sippo.org.in</u> at free of cost. The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).
- The tender document can be downloaded from 26.06.2023, 11.00 AM to 17.07.2023 , 5.00 PM.

6. PREBID MEETING

There will be a pre-bid meeting on 05.07.2023 at 11.00 am in the office of the M/s. Cuddalore Sarvodaya Sangh, HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, TamilNadu, 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, which would be promptly addressed in the meeting. The tenderers are advised to check **www.kvic.org.in** or **www.sippo.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 "M/s. Cuddalore Sarvodaya Sangh, HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, TamilNadu" or by e-mail to **sang277@gmail.com**. IA will upload the clarification on **www.kvic.org.in** or **www.sippo.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.kvic.org.in or www.sippo.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 for each package separately**:
 - i. Part I will cover technical bid and
 - ii. Part II will cover price bid

- (c) Tenderers should ensure submission of all documents pertaining to Part-I and Part II proposals separately as per the Check list given in Annexure -X.
- (d) Tenderers are requested to place Part I and Part II documents in separate sealed covers. Part I cover to be superscripted as "Part I – Technical bid" and Part II cover to be superscripted as "Part II – Price bid" respectively, mentioning the name and address of the Tenderer in each of the both covers. These two sealed covers (Part I and Part II) must be placed in a single outer cover superscripted as "Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Centre of Cuddalore Sarvodaya Sangh Pottery Cluster, Villupuram" and addressed to "HO. No. 86, Sarvodaya Nagar,Vadalur, Cuddalore District, Tamil Nadu" 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. Cuddalore Sarvodaya Sangh, HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, TamilNadu" on or before 01.00 PM on 18.07.2023. 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 01.00 PM on 18.07.2023. 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

The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of **Rs. 69,800/- (Rupees Sixty Nine Thousand and Eight Hundred Only) or 2% of the machinery cost** in the form of Account Payee Demand Draft drawn on any Indian Nationalized / Scheduled Commercial Bank in favour of ""CUDDALORE SARVODAYA SANHG", payable at Cuddalore or NEFT to Account No. : 1250256010031; IFS Code : CNRB0001250; Canara Bank, Cuddalore Branch.

(a) The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful tenderers at the earliest on the expiry of final bid validity and latest on or before the 30th day of the award of contract. **The bids received without EMD will be summarily rejected.**

- (b) The Earnest Money Deposit will be retained in the case of successful tenderer and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- (c) Any request of the tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.
- (d) If the tenderer emerges as the successful bidder and after subsequent issuance of letter of acceptance by the IA, failure to sign the agreement, to remit the Security Deposit or to execute the contract as per tender conditions, will result in the forfeiture of the EMD amount remitted.

12. VALIDITY

- (a) The rate quoted in the Tender should be valid for the acceptance by the IA for a minimum period of 90 days from the date of opening of the Tender.
- (b) The accepted rate of the successful tender 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 01.00 PM as per the office clock on 18.07.2023 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 02.00 PM on the same 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 01.00 PM on the next working day and opened at 02.00 PM on the same day.
- (d) The Technical bid will be evaluated by the tender committee in terms of the qualification Criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.
- (e) After the completion of evaluation of technical bids, the tenderers declared as qualified by the Committee, will be informed the date of opening of Price bid (Part II).

14. **PRICE OFFER**

- (a) The Price bid should be kept only in the Part II cover.
- (b) The price bid should be prepared as per Annexure-IX.
- (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 **5%** 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 favour of "CUDDALORE SARVODAYA SANGH", payable at Cuddalore, within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
- (b) Any other amount pending with IA will not be adjusted under any circumstances, against the Security Deposit if so requested.
- (c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- (d) Security Deposit amount remitted will not earn any interest.

18. AGREEMENT

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

19. ISSUE OF PURCHASE ORDER

After payment of Security Deposit and successful execution of the agreement, Purchase Order will be released within 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

- (a) The specification of machineries, equipments and its accessories should be as per Annexure-I of the respective package.
- (b) The supply, erection & commissioning and performance test of machineries, equipments and its accessories for the respective packages shall be completed within 75 days from the date of receipt of Purchase Order. Delay beyond this period will attract penalty.
- (c) The machineries, equipments and its accessories should be delivered and installed at S.No.331-2A, Santhanur Village, Vikravandi, Villupuram District, Tamilnadu"
- (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 of EMD and Security Deposit.
- (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.
- (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.

21. **PERFORMANCE TEST**

- (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.
- (b) This demonstration should be done as stipulated by the IA.
- (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).

22. TRAINING OF STAFF

- (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.
- (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.

23. **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 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.

24. PAYMENT TERMS

- (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.
- (b) **40% of the contract value** will be paid, against bills, on receipt 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.

(**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.

- (c) **25% of the contract value** will be paid on successful completion of performance test.
- (d) **The balance 5% 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.

25. **PENALTY**

- (a) Failure to execute the entire contract within the stipulated time 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 beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- (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. 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.

27. GENERAL CONDITIONS

- (a) Conditional tender in any form will not be accepted.
- (b) Any notice regarding any matters, to the supplier shall 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.

28. ARBITRATION

- (a) In case of any dispute in the tender, including interpretation, if any, on the clauses of the tender or the agreement to be executed, the matter shall be referred by IA / Tenderer to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the State Director, KVIC, Chennai 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 State Office, KVIC, Chennai. 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 Cuddalore only.

29. 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 Cuddalore only.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE – I

TECHNICAL SPECIFICATION

S.No.	Name of The Machine	Detailed Specification of Machine etc)
1	Up-draught KILN	Firing Capacity 1 tone. Upper Lower, Middle Lower and Lower consist of the Car 3 ½ breath and 7 feet length
2	Pug Mill (Small Size)	Clay Processing Machine, 1 tone capacity for 1 day, mixing the clay uniformly.
3	Jigger and Jolly	1 day production capacity 250kg. making cup and saucer
4	Blencher	¹ / ₂ tone capacity for 1 day, liquating the clay and mixing with glaze
5	Toggle Press (Hand Operated)	Production capacity 300 to 400 per kg per day, pressing the product
6	Ball Mills (with 5 H.P.Motor Fitting)	Liquid mixing ½ tone to ¾ tone capacity per day
7	Drier Shed (with 5 H.P.Motor)	Uniform dry in a shed to avoid to crack of the products

Any accessories/parts/components not specifically stated in the specification but which are necessary for satisfactory operation of the machine shall deem to be included in the scope of supply.

ANNEXURE – II

PART-I

Date:

From,

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

To,

The Secretary, M/s. Cuddalore Sarvodaya Sangh HO. No. : 86, Sarvodaya Nagar, Vadalur, Cuddalore District, Tamil Nadu

Sir,

Sub: Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of Cuddalore Sarvodaya Sangh Pottery Cluster, Villupuram - Submission of Part I - Reg 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 Cuddalore Sarvodaya Sangh Pottery Cluster, Villupuram, 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
- Demand Draft no._____for Rs.____/- (Rupees_____only), in favour of "Cuddalore Sarvodaya Sanhg", Drawn on______ Bank payable at Cuddalore, towards Earnest Money Deposit.
- 3) Authorization letter from the Company for the person to sign the tender.
- 4) Details of the Tenderer (as per Annexure-III)
- 5) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV).
- 6) List of similar 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 **www.kvic.org.in** or <u>www.sippo.org.in</u> (Annexure-VII).
- 9) The copy of certificate of incorporation/registration (If applicable)
- 10) Copy of Memorandum and Articles of Association (If applicable)
- 11) Copy of Registered Partnership deed, in case of Partnership Firm (If applicable)
- 12) Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card
- 13) Copy of valid dealership certificate from OEM (In case of dealer)
- 14) Purchase Orders issued by the clients.
- 15) Performance certificate issued by the clients.
- 16) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2019-20, 2020-21 and 2021-22 or 2020-21, 2021-22 and 2022-23.
- 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

ANNEXURE - III

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 staffs on	Technical:
regular payroll	Administration:
9. PAN Number	
10. GST Registration Number	

DETAILS OF THE TENDERER

ANNEXURE -IV

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	2019-2020	
2	2020-2021	
3	2021-2022	
4	2022-2023	
	Total	
Avera	ge annual turnover	
0	f latest 3 years	

DATE :

SIGNATURE OF THE TENDERER

SIGNATURE OF CHARTERED ACCOUNTANT

(with seal and Address)

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)

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

ANNEXURE - VI

CERTIFICATE

Date: _____

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

ANNEXURE - VII

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.______ for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of Cuddalore Sarvodaya Sangh Pottery Cluster and will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site **www.kvic.org.in** or **www.sippo.org.in** and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with KVIC and M/s. Cuddalore Sarvodaya Sangh or prosecuted.

PART-II

From,

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

To,

The Secretary, M/s.Cuddalore Sarvodaya Sangh HO No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, TamilNadu

Sir,

- Sub: Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of Cuddalore Sarvodaya Sangh Pottery Cluster, Villupuram - Submission of Part II - Price Offer-Reg.
- Ref:- Our tender (Technical Bid) submitted for the "supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of "Cuddalore Sarvodaya Sangh Pottery Cluster", Villupuram"

In continuation of our above tender, we submit herewith the price offer for the "Supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of "Cuddalore Sarvodaya Sangh Pottery Cluster", Villupuram" 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

ANNEXURE - IX

PRICE BID

	(A)							(Amount in Rs.)
S.No	Name of the Machinery		Cost Per			Quantity	Total Price	
				Unit			(in Nos.)	Incl. taxes
		Basic	SGST	CGST	IGST	Total Price	, , ,	for entire Qty.
		price				incl. taxes		
	(As per the technical specifications of	f Package I	given in A	Annexure -	– I)			
1	Up-draught Kiln						5 Nos.	
2	Bug Mill (Small Size)						20 Nos.	
3	Jigger and Jolly						21 Nos.	
4	Blencher						10 Nos.	
5	Toggle Press (Hand Operated)						9 Nos.	
6	Ball Mills (with 5 H.P. Motor Fitting)						1 No.	
7	Drier Shed (with 5 H.P.Motor)						1 No.	
	Erection & Commissioning charges including transportation, loading and unloading etc. (For entire							
	quantity)	_	_			-		
	Grand Total Amount (in Rs.)							

Amount in Words: Rupees_____

____only

SIGNATURE OF THE TENDERER (with seal and address)

Price bid evaluation: The Grand Total Amount with Taxes in the above table will be price comparison parameter among the qualified bids.

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 SecretaryM/s.		
	Cuddalore Sarvodaya Sangh, HO		
	No.86, Sarvodaya Nagar, Vadalur,		
	Cuddalore District, TamilNadu		
	(as per Annexure-II)		
2.	Tender conditions duly signed in each		
	page and enclosed in token of		
	accepting the Tender conditions		
3.	Demand Draft for Rs/- (Rupees		
	$\frac{1}{(G-1)}$ only), in favour of		
	"Cuddalore Sarvodaya Sanhg",		
	payable at Cuddalore, towards Earnest		
4	MoneyDeposit.		
4.	Authorization letter from the Company		
	for the person to sign the tender		
5.	Details of the Tenderer (as per		
	Annexure-III)		
6.	Average annual turnover statement		
	duly certified by a Chartered		
7	Accountant (as per Annexure-IV) List of similar orders executed in the		
7.			
8.	last 3 years as per Annexure-V		
0.	Declaration for not having black listed		
	by any other Govt. agencies (as per Annexure-VI)		
9.	Declaration for not having tampered		
9.	the Tender documents downloaded		
	from the websites www.kvic.org.in or		
	www.sippo.org.in (Annexure-VII).		
10.	The copy of certificate of		
10.	incorporation/registration.		
11.	Copy of Memorandum and Articles of		
11.	Association		
12.	Copy of Registered Partnership deed,		
12.	in case of Partnership Firm		
13.	Copy of Udyog Aadhaar, GST		
	Registration Certificate & PAN Card		
14	6		
14.	Copy of valid dealership certificate		
	from OEM (In case of dealer)		

S.No	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
15.	Purchase Orders issued by the clients		
16.	Performance certificate issued by the clients		
17.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2019- 20, 2020-21 and 2021-22 or 2020-21, 2021-22 and 2022-23		
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 Secretary, M/s. Cuddalore Sarvodaya Sangh, HO.No.86, Sarvodaya Nagar, Vadalur, Cuddalore District, Tamilnadu. (as per Annexure- VIII)	
2.	Price Bid as per Annexure- IX of the Tender document.	

Both 'Part I – Technical bid' cover and 'Part II – Price bid' cover must be placed in a separate sealed cover superscripted as "Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of Cuddalore Sarvodaya Sangh Pottery Cluster" and addressed to "M/s. Cuddalore Sarvodaya Sangh, H.O.No.86, Sarvodaya Nagar, Vadalur, Cuddalore District", containing the name and address of the Tenderer.

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