

Ref.No.:MPC-Hingoli/SFURTI/Retender/02/2024

**Multi Product Cluster, Hingoli  
INVITATION TO TENDER  
For Machineries**

Procurement of machines for Multi Product Cluster, Hingoli at village Tondapur taluka Kalamnuri dist.Hingoli as detailed, for implementation of “SFURTI Scheme” of Khadi and Village Industries Commission to be implemented by the Sant Namdev Sevabhavi Sanstha Regd.for the year 2021-2022 under Agro Based and Food Processing Industry, Khadi and Village Industries Commission, Ministry of MSME, Government of India, Mumbai-400056.

**Cost of Tender Document Rs.500/-**

Date of Tender Issue	21 August 2024
Date of Submission of pre-bid queries	24 August 2024
Pre-bid meeting: at 1.00 PM on	28 August 2024
Last date of Tender submission	10 September 2024 by 5.00 PM
Opening of Technical Bids	20 September 2024 at 1.00 PM
Validity of Tender document	Six month

Opening of Financial Bids: After Evaluation of Technical Bid/Specification then Financial Bid will be opened at Proposed CFC building site of Multi Product Cluster, Hingoli, Tondapur Road village Tondapur Taluka Kalamnuri dist. Hingoli or any place suggested by KVIC including KVIC state office.

Request for Proposal (RFP)in respect of Procurement of machinery for production of following category of products as per the list enclosed in Annexure 4A,4B,4C

**List of machineries / equipments**

Sr. No	Name of Machine/Equipment	Number	Purpose	DPR Price for total purchase
1	Rhizome Cookers ( 500 kg batch size) SS	8	Pre-cooking of Rhizome at Satellite village level	4,00000

for implementation of “SFURTI SCHEME ” to be implemented by Sant Namdev Sevabhavi Sanstha, Village Tondapur, Tal. Kalamnuri, Dist. Hingoli under Agro Based and Food Processing Industry, KVIC, Mumbai under supervision of KVIC, State Office, Mumbai

**General terms and conditions: -**

**1. Background and Scope**

Sant Namdev Sevabhavi Sanstha is registered institution under Society Registration act 1860, one of the empanelled institutions under SFURTI Scheme of Khadi and Village Industries Commission (KVIC), Ministry of MSME, G.O.I.

Turmeric, Chilly, Ginger and Soybean based variety of products making Industry is taken up by Sant Namdev Sevabhavi Sanstha promoting Turmeric, Chilly, Ginger and Soybean product making Activity with necessary research, technical knowhow, outreach, training and extension programme.

The Turmeric, Chilly, Ginger and Soybean based variety of products, making activity to be implemented under “SFURTI SCHEME during the year under Agro Based and Food Processing Industry, KVIC, Ministry MSME, Govt. of India that will increase the income of unemployed women, needy people, including migrant workers.

With this endeavour, under Agro Based and Food Processing Industry, KVIC proposed to provide the employment opportunities to Turmeric, Chilly, Ginger and Soybean-based variety of products, for the Turmeric, Chilly, Ginger and Soybean artisans in and around Kalamnuri taluka of Hingoli dist through Sant Namdev Sevabhavi Sanstha Regd.

## **2. Machines to be procured –**

### **1. Turmeric, Chilly, Ginger and Soybean and related products making Machines -**

This above task of purchasing of machines for making Turmeric, Chilly, Ginger and Soybean based variety of products, will be completed by **10<sup>th</sup> October 2024** Hence the total machines will be available for live demonstration on or before **15<sup>th</sup> October 2024** for imparting the five days training program. Actual quantities of machines and place of machine to be delivered for making of Turmeric, Chilly, Ginger and Soybean-based variety of products, is given in the annexed Form- 4-A, 4-B, 4-C. with details of technical specifications individually of each machine separately.

(i) Manufacturers **should quote for all machines**. The successful bidder will be selected, who will quote lowest price (L1) for the complete machines and rate of each consumable parts. Incomplete bids will be rejected.

(ii) 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. The machines should be installed at CFC site and 1 months live successful production demo should be given.

(iii) the referred machines need regular maintenance and replacement of consumable parts. So, standard parts must be available In Maharashtra at reasonable price.

(iv) The manufacturer must arrange a physical class during training period through providing video or physical demo of replacing the consumable parts of machine, assembly and de-assembly of machine, etc. During training the representatives of the Institution must be trained for the repair/ assembly and de-assembly of machine.

(v) Machines will be provided by the selected manufacturer or suppliers.

(vi) 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.

(vii) 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.

## **3. Eligibility and Pre-Qualification Criteria**

The bidder should have a **minimum 3 years of experience** on as 1st January 2024 in manufacturing /supply of the above-mentioned machines with average annual turnover should not be less than Rs. 40lakhs. **Or more than the value of machines for which the Supplier filling Tender.** *The bidder should have “UdyogAadhar” or Udyam Registration and other necessary Registration of Firms /Societies, which is applicable and valid GST number in manufacturing/supply of tools, machines related items where it is applicable.*

**Start-ups /MSME** is eligible from exemption of Earnest Money Deposit (EMD) as per Rule 170 (i) of GFRs, 2017 regarding Bid Security. Udyam/UdyogAadhar holders will also be exempted from Bid Security amount. Other bidders should furnish bid security along with their bids. **EMD for the supplier who are partially filing the tender will be 1% of the value of machines been coated by that particular bidder as per the DPR cost the total price of machinery under retendering becomes 4,000,00/- therefore the EMD for machineries is 4000/-**

#### **4. 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 Sanstha and the bidder agency before awarding the work.

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**

##### **Bidding process**

A Tender Evaluation Committee will be constituted for overseeing the whole tendering process. Each bidder shall pay the cost of bid document amounting to Rs. 500/- (Rupees Five hundred only) (non-refundable).

Bidder shall pay EMD RS.1% through Account Payee Demand Draft or online from any of the Commercial Banks or payment online in an acceptable form.

Sant Namdev Sevabhavi Sanstha 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.

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 Sanstha.

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 (without interest) 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 Sanstha @ 3% (Rs. 44550 ) 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:

Certificate of "Udyog Aadhar" / Registration of Firm, with registration number with Central/State government.

EMD or exemption certificate for manufacturing units and firms registered with MSME & NSIC, etc.

Details of offices/Branches of the agency / associates in the Country with full address, phone numbers and email id, if any.

GST No. of the manufacturing/ supplying firm.

The copy of previous supply order of government supplies, if any.

**6. Amount of EMD (& performance bank guarantee & tender cost)**

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 Holders Name: SANT NAMDEV SEVABHAVI SANSTHA

Name of the Bank : MAHARASHTRA GRAMIN BANK

Branch : AKOLA ROAD, HINGOLI

Account No. :50426200040

IFSC Code : MAHG0004262

**7. Last Date for submission of bids** shall be 10 September 2024, Tuesday before 5.00 PM.

**8. The tender document can be obtained from** The President or Representative of Sant Namdev Sevabhavi Sanstha, Contact Address: The President, Sant Namdev Sevabhavi Sanstha, Village Tondapur, Tal.Kalamnuri, Dist. Hingoli .

The tender Documents can be also obtained on email by sending request with proof of payment of Fees for tender document on [kvkhingoli@gmail.com](mailto:kvkhingoli@gmail.com) or [cfchingoli@gmail.com](mailto:cfchingoli@gmail.com).

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.

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.

If a Bid is not technical and commercial responsive, it will be rejected by Sanstha and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

#### **9. The delivery of machines**

Delivery of machine shall start 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.

#### **10. Technical Evaluation**

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

#### **11. Financial proposal**

The Tender Evaluation Committee will assess the financial bids of the bidders and the lowest financial bid (L1) for complete set or different sets of machines separately 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, including loading/ unloading charges.

#### **12. Award of the Assignment**

The agency who qualifies the physical examination will have to furnish an 'Unconditional Acceptance' of the assignment, within seven days from the date of the award of the supply order regarding supply of set of machines.

#### **13. Quantity given in the tender document is approximate. It is likely to vary.**

President, Sant Namdev Sevabhavi Sanstha 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.

Defective / damaged machines, if any, will be replaced by the supplier at its cost and consequences.

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.

Sant Namdev Sevabhavi Sanstha reserves the right to procure or reject the machines or set of machines in part or full if found unsatisfactory.

#### **14. Packing & Marking**

**Packing:** Each machine will be properly packed to protect it from any damage during transit. Required warranty of machines as well as onsite warranty is to be provided by supplier.

**Marking:** The Firm logo will be affixed on each machine with ISI specification at an appropriate place with serial number, which should be visible.

### **15. Payment terms**

The bills for the supply of machines will be submitted in favour of Sant Namdev Sevabhavi Sanstha as per agreed rates.

No advance will be paid, however in agreement with IA 30% advance payment can be made against equal amount of Bank guarantee. In general 60% amount will be paid after receiving the machine on site, within minimum 7 days to 15 days (Subject to release by KVIC Mumbai).

30% amount will be paid after installation of machines by supplier and remaining 10% will be paid after trial run production.

The bill raised by the firm should have all tax registration numbers printed on the bill. Validity of the tax registration during the current period of contract shall be the sole responsibility of the firm. TDS and other Taxes if any will be deducted as per the GFR of Government of India.

**The prices/rates quoted should include GST, transportation and any other such charges and should be indicated in words as well as in figures and in INR only.**

**Part payment 60% will be made after supply of machinery at site of CFC i.e. Waranga Fata in Kalamnuri Tahsil of Hingoli District of Maharashtra. Balance payment of 30% and 5% shall be released after installation of machines and successful trial run.**

To ensure timely delivery schedule and achieve the target in time, Trust will release the payment within 15 days of supply through RTGS against bills and Income Tax and other taxes, if any, shall be deducted against bills submitted for which bank details should be furnished with the bill.

The amount of TDS on GST will be credited in the account of Trust. They will file return before 10th of each month.

**No payment is admissible for goods rejected.**

### **16. 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 Trust apart from returning the substandard machines at the cost of the supplier/Contractor" may be added at the end.

### **17. Delay and liquidated damages**

The Sant Namdev Sevabhavi Sanstha, Hingoli 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.

Quantum of liquidated damages assessed and levied by Trust and decision of the Trust 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.

### **18. Termination of contract**

The Sant Namdev Sevabhavi Sanstha 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.

If the performance is found unsatisfactory due to the negligence on the part of manufacturer/ supplier, depending upon the severity of negligence, Trust reserves the right to blacklist the agency from further participation in any of Trust KVIC tenders/ contracts. The decision of Sanstha/ KVIC shall be final in this regard.

For all legal disputes, the Courts of Kalamnuri alone shall have exclusive jurisdiction.

### **19. 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 Trust 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.

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

**20.** In case the date fixed for opening of bids is subsequently declared as holiday by the Sant Namdev Sevabhavi Sanstha, 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.

**21.** Sant Namdev Sevabhavi Sanstha reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered with Sant Namdev Sevabhavi Sanstha or KVIC.

**22.** No sub-contracting is permissible.

**23.** Conditional bid will not be accepted.

**24.** Sant Namdev Sevabhavi Sanstha 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 Sant Namdev Sevabhavi Sanstha.

25. Sant Namdev Sevabhavi Sanstha 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.
26. Prices shall remain fixed and valid during the period of contract.
27. **Dispute of Resolution** The Sant Namdev Sevabhavi Sanstha 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 Mumbai
28. EMD will be forfeited, if successful bidder refuses or neglects to execute the contract within timeframe specified by the Trust.
29. EMD will be forfeited, if the bidder withdraws his bid during the validity period of Tender.
30. **Applicable Laws**  
All the acts, bye-laws, rules and regulations shall be applicable on the supplier and supplier is required to execute the same in its letter and spirit



**SECTION-II**

**FORM-1**

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the Sant Namdev Sevabhavi Sanstha, (hereinafter called Trust) 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 fulfilment 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 Trust an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by Sanstha, 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 theTrust 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 Trust 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 Trust 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 Trust under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....Trust 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) 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 Trust that the Trust 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 Trust 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 Trust or any indulgence by the Trust 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 Trust in writing.

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

**FORM-2**

**AGREEMENT**

THIS AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ among Sant Namdev Sevabhavi Sanstha Regd. having its office at Saraswati Nagar, Hingoli, hereinafter called “Trust” (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 Trust engaged in the promotion and development of Turmeric, Chilly, Ginger and Soybean manufacturing industry 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 Service Industry, Turmeric, Chilly, Ginger and Soybean making is an activity taken up by Trust for promotion, by providing Training and equipment to upgrade the lively hood of related artisans and for generating sustainable employment to rural mass including OBC population and unemployed youth & women at their doorstep. Trust is working for the overall promotion of Turmeric, Chilly, Ginger and Soybean products making training in the area with an objective to develop women and other needy artisan.

**ANDWHEREAS**, for the aforesaid purpose, Trust has invited tenders from manufacturers / suppliers for the supply of *various Turmeric, Chilly, Ginger and Soybean based manufactures machines/tools & equipment's*.

**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. \_\_\_\_\_ Dated \_\_\_\_\_ as per the requirement of the Trust at the rates quoted by him. The prices are inclusive of all the levies taxes like GST tax and excise duty freighted.

**2. Right of rejection**

Trust shall have the right to reject the Turmeric, Chilly, Ginger and Soybean products manufacturing machine and equipment's 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 Trust and the selected bidder before placing the work order.

**5. Bank Guarantee**

Bank performance guarantee is to be submitted by the contractor to Trust 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 President on behalf of Trust 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 / fulfil 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**

- a. The Trust 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.
  
- i. Quantum of liquidated damages assessed and levied by the Trust and decision of the Trust 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 Trust will appoint an Arbitrator for dispute resolution and will be binding on the both the parties. For all legal suits, the Courts of Mumbai 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 Sant Namdev Sevabhavi Sanstha

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-3**

**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 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, SSS 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

**Form- 4-A**

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

**Common Facility Centre, Multi Product Cluster, Village Tondapur Tal-  
Kalamnuri, Dist. Hingoli**

**SPECIFICATIONS OF MACHINERIES  
REQUIRED AT CFC**

Sr. No	Machines / Equipment at CFC(a)	Quantity	Purpose of Machinery
1	Rhizome Cooker 500 kg batch size SS	8	Pre-cooking of Rhizome at Satellite village level

**ANNEXURE-A**

**Part-I - Technical Bid**

**(In Technical cover)  
Letter head**

**Address:** .....

**APPLICATION FORM**

**Sub:-** Supply of machine/ equipment for CFC of Multiproduct Cluster, Hingoli during the year 2022-23

**Ref:** -Notice Inviting Tender vide advertisement No.\_\_\_\_\_ date\_\_\_\_\_ in KVIC Portal/ Newspaper.

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S. No.	PARTICULARS	
1.	Name & full postal address of the machine manufacturer/ Supplier. PIN code, STD code, Fax/Tel.	

	No., e-mail ID	
2.	Firm Registration no. with State or Central Govt.	
3.	Year of registration (Please enclose the certified copy of the registration)	
4.	Legal Status of the manufacturing firm (Whether Registered Proprietorship Firm/Partnership Firm/Company under Companies Act/Consortium/Start-ups or any other)	
5.	Year of Commencement of Operation with annual manufacturing capacity.	
6.	Brief profile of the manufacturer along with infrastructural details and manpower available	
7.	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	
8.	Past Experience in manufacturing/ Supply of machines/ equipment's, etc. furnished separately	
9.	Average annual Turn Over not less than Rs. 0.40Crore 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 31 <sup>st</sup> March 2021 in manufacturing/ Supply of machines. Exempted for Start-up firms.	
10.	Whether the manufacturer is graded/rated by any competent authority/ professional agency, if so, give details	
11.	Financial position of the manufacturing/ supplying firm (Enclose last three years audited Balance Sheets)	
12	a. GST No (Please enclose certified copy)	
	b. Copy of government supply order, if any	
13.	a) Details of Earnest Money Deposit (EMD) deposited through Account Demand Draft 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	
14.	Any other information about the manufacturing/ supplying 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 Trust 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:

Signature of Authorized person:

Date:

Name:

Designation:

Seal

**Financial Bid-Part-II**  
**Financial Bid Format for Supply of various machines**

<b>Financial Bid for Supply of CFC related machine/ equipment to SantNamdevSevabhaviSanstha</b>	
Name of the manufacturing/ Supplier Firm :	
Address	
Telephone / Mobile No.	
Email:-	

**MACHINERY REQUIRED FOR CFC, COMMON FACILITY CENTER**

Sr. No	Machines / Equipment at CFC(a)	Quantity	Estimated Price as per DPR	Rate quoted F.O.R. at Destination (ref. ToR),	Taxes	Total rate including all taxes	% Below estimated price	% Above estimated price
1	Rhizome cooker 500 kg batch size SS	8	4,00000					
		Total Cost	<b>4,00000</b>					

Place:

Signature of Authorized person:

Name

Date:

Designation

Seal

**Note:** While submitting the offer and quoting cost; the agency has to take into consideration the specification, guidelines, details of machines and equipment with tender form, 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 at CFC, and cost of items.