

KOSISH

Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha
Mobile: 9437279244 E-mail: kosishodisha@gmail.com

REFERENCE TENDER No. KO/AHC/02/2021

TENDER FOR SUPPLY ERRECTION AND COMMISSIONING OF MACHINERIES, EQUIPMENT AND ACCESSORIES FOR THE COMMON FACILITY CENTRE OF ATHMALIK HANDLOOM CLUSTER ON TURNKEY BASIS

Date & Time of Release of Tender	Friday 29.1.2021	10.00 am
Date & Time of Pre-Bid Meeting	Wednesday 03.02.2021	11.00 am
Last Date & Time for Submission of Bid	Thursday 18.02.2021	05.00 pm
Date & Time of Opening of Bid (Technical Bid Only)	Friday 19.2.2021	02.00 pm

Technical Agency
Entrepreneurship Development Institute of India (EDII)

CONTENTS

1. Background
2. Scope of Work
3. Qualification Criteria
4. Language of the Tender
5. Purchase of Tender Document
6. Pre-Bid Meeting
7. Clarification on the Tender Document
8. Amendment of Tender Document
9. Authorisation of the Tenderer
10. Submission of Tender
11. Earnest Money Deposit
12. Validity
13. Opening and Evaluation of the Tender
14. Price Offer
15. Evaluation of the Financial Bid
16. Award of Contract
17. Security Deposit
18. Agreement
19. Issue of Purchase Order
20. Schedule of Supply
21. Performance Test
22. Training of Staff
23. Performance Guarantee
24. Payment Terms
25. Penalty
26. Termination of Contract
27. General Conditions
28. Arbitration
29. Jurisdiction of the Court

ANNEXURES

1. TECHNICAL SPECIFICATIONS
2. Part – I (COVERING LETTER)
3. DETAILS OF THE TENDERER
4. ANNUAL TURNOVER STATEMENT
5. LIST OF SIMILAR ORDERS EXECUTED
6. DECLARATION OF NOT BEING BLACKLISTED
7. DECLARATION FOR NOT HAVING TEMPERED THE TENDER DOCUMENT
8. PART – II (COVERING LETTER)
9. PRICE BID
10. CHECKLIST OF DOCUMENTS

TENDER FOR THE SUPPLY, ERECTION & COMMISSIONING OF MACHINERIES, EQUIPMENTS AND ITS ACCESSORIES FOR THE COMMON FACILITY CENTRE OF “ATHMALIK HANDLOOM CLUSTER, ANGUL” ON TURNKEY BASIS

1. Background

Ministry of MSME, Government of India has formulated “**Scheme of Fund for Regeneration of Traditional Industries (SFURTI)**”, for the development of Village industries and Coir clusters in order to organize the traditional industries and artisans for their growth and long-term sustainability. **Institute of Entrepreneurship Development (IEDO)** is the Nodal Agency for the development of clusters under the scheme, undertakes the role of programme fund management, in addition to monitoring and evaluation of project implementation

The scheme specifies the following institutional arrangement at the operational level:

- (i) a Special Purpose Vehicle (SPV) is formed to develop and manage the cluster
- (ii) an Implementing Agency (IA) is appointed to undertake scheme implementation
- (iii) a Technical Agency (TA) is designated to assist and guide the scheme implementation

Athmalik Handloom Cluster is approved under the scheme. SAKSHYAM, having its registered office at Kandhabareni, Padmapur, Angul-759103, is the Special Purpose Vehicle (SPV) of the Cluster. **KOSISH** is the Implementing agency of the cluster and **Entrepreneurship Development Institute of India (EDII)** is the designated Technical agency for the cluster.

The scheme envisages establishment of upgraded production infrastructure, as the Common Facility Center (CFC), for the **Athmalik Handloom Cluster** 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.

SAKSHYAM, the Special Purpose Vehicle (SPV) of **Athmalik Handloom Cluster**, having the registered address at Kandhabareni, Padmapur, Angul-759103 propose to establish a Common Facility Centre (CFC) at **Kaladhuni, Kampala, Athmalik, Angul-759125, Odisha** with the financial assistance from Government of India under SFURTI.

In this context, on behalf of SPV, **KOSISH**, the Implementing Agency (IA) of **Athmalik Handloom Cluster**, having administrative office at **Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha** 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 the Common Facility Center of **Athmalik Handloom Cluster** on turnkey basis through transparent bidding process.

The tender comprises of 2 packages. The Tender for each package has to be submitted separately and **each package will be considered as separate tender.** The tenderer can bid one or more packages subject to fulfilment of eligibility criteria for the respective package. The successful bidder to be selected through this tender is expected to undertake supply, erection and commissioning of machineries, equipments and its accessories as specified, for each package, in the tender. The Tender notification has been published fixing the date of opening of tender as 29.1.2021 at 10.00 am.

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 **Athmalik Handloom Cluster** on turnkey basis. The tender comprises of 1 package and the details are given in the Tender document.

The tenderer can bid one or more packages subject to fulfilment 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 (Section 20).
- c) The successful tenderer should undertake supply, erection, commissioning and performance testing of the above said machineries at **At Kaladhuni, Kampala, Athmalik, Angul-759125, Odisha.**

3. Qualification Criteria

S.No.	Qualification Criteria	Supportive Documents
a.	Legal Entity	<p>In case of Private / Public Limited Companies</p> <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association <p>(ii) In case of Partnership firm,</p> <ul style="list-style-type: none"> • Registered Partnership deed <p>(iii) In case of Proprietorship Concern,</p> <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST Registration Certificate / PAN Card.
b.	Manufacturer/ authorized dealer of Original Manufacturer	<p>(i) In case of Manufacturer,</p> <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST registration.

	of the machinery.	(ii) In case of Authorized dealer of the Manufacturer, • Valid dealership certificate from OEM
c.	Experience as on 31 st August, 2020 (Should have atleast 3 years of experience in the field of manufacture/ sales of the items for which it has tendered)	(i) Purchase orders issued by clients (ii) Performance certificate issued by clients (iii)List of similar orders executed in the last 3 years as per Annexure- V
d.	Average Annual Turnover in the last 3 Financial Years Note Min. Annual Turnover is package specific, irrespective of number of packages tendered	(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure IV (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years
e.	Not Blacklisted for manufacture/supply of any item it has tendered by any Government or 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, 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.kosish.org.in** at free of cost. The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).
- b) tender document can be downloaded from **29.1.2021** to **18.2.2021**.

6. Pre-Bid Meeting

There will be a pre-bid meeting on **3.2.2021 (Wednesday) and 11.00 am** in the office of the at **Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha** 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.kosish.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.

In case of any extended (COVID 19) lockdown period on the date of pre-bid meeting or any other such circumstances, the pre-bid meeting would be conducted by Video Conferencing on the same date, for which the interested bidders are requested to mail their Email-Id and WhatsApp/phone number to the mail Id of the IA kosishodisha@gmail.com before **31.1.2021**, 05.00 PM.

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 **Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha** or by e-mail to kosishodisha@gmail.com. IA will upload the clarification on www.kosish.org.in. It is binding on the part of tenderers to check the above said website for any amendment or clarification 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.kosish.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

- (a) **The tender comprises of 2 packages. The tenderer can bid one or more packages.**

Tender for each package have to be submitted separately and each package will be considered as separate tender. Bidders who apply multiple packages shall comply with the conditions and clauses pertaining to the respective packages and shall submit the bid for each package separately. **The Technical Specification of each package is given in Annexure I**

- (b) 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.**
- (c) Tenders should be submitted in **two parts for each package separately:**
- i. Part I will cover Technical bid and
 - ii. Part II will cover Financial/Price bid
- (d) 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.
- (e) Tenderers are requested to place Part I and Part II documents in separate sealed covers. Part I cover to be superscribed as **“Part I – Technical bid (Package No: ___)”** and Part II cover to be superscribed as **“Part II – Financial bid (Package No:_____)”** respectively, mentioning the name and address of the Tenderer in each of the two covers. These two sealed covers (Part I and Part II) must be placed in a single outer cover superscribed as **“Tender for the supply, erection & commissioning of machineries, equipments and its accessories for the Common Facility Centre of Athmalik Handloom Cluster on Turnkey basis (Package No:___)”** and addressed to **“Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha”** 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.**
- (f) Tenders should be dropped only in the tender box kept at the office of **Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha** on or before 01.00 PM on **Thursday, 18.2.2021**. Tenders will not be received by hand.
- (g) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 05.00 PM on **Thursday, 18.2.2021**. Tenders received after the specified time will not be considered and IA will not be liable or responsible for any postal delays.
- (h) A tender once submitted shall not be permitted to be altered or amended.

11. Earnest Money Deposit (EMD)

- (a) The Tender should be accompanied by an Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft drawn on any Nationalized Bank in favour of **“KOSISH”**, payable at **Bhubaneswar**, EMD for each package is given below:

S.No.	Package	EMD Amount
1	Package 1	Rs. 60,000

(b) 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.

(c) 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.

(d) 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.

(e) 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 tenderer is valid till the entire contract is fully completed. Escalation in the rates will not be entertained under any circumstances.

13. Opening and evaluation of the Tender

(a) The tender box will be closed at 05.00 PM as per the office clock on **Thursday, 18.2.2021** 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 on **19.2.2021** at 02.00 PM in the presence of the available tenderers/ representatives of the Tenderers who choose to be present. **The venue of the Bid opening shall be at Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha.** 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 03.00 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) IA may arrange for field inspection, if necessary, to verify their pre-qualifying conditions before opening of Part II (Financial/Price) cover and in case if any failure to satisfy the requirements, their Tender will be rejected and their Part-II Cover will not be opened.

(f) After the completion of evaluation of technical bids, the tenderers declared as qualified by the Committee, will be informed the date of opening of Price bid (Part II).

14. Price Offer

(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 Price 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 Bid

(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. 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 Financial proposals 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

Financial (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 "KOSISH", payable at **Bhubaneswar**, 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 7 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 (Section 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 accessories for the respective packages shall be completed within **90 days from the date of issue of purchase order**. Delay beyond this period will attract penalty.

(c) The machineries, equipments and its accessories should be delivered and installed at **Kaladhuni, Kampala, Athmalik, Angul-759125, Odisha**. The list of machineries, equipments and its accessories with quantity for each package is given below:

S. No.	Name of the Machinery	Specifications	Qty
1	Pit Looms	54" (5 nos), 72" (1 Nos)	6
2	Frame Looms	54" (6 nos), 72" (2 Nos)	8
3	Jacquards with harnessing	200-400 hook	8
4	Warping Machine	with creel stand(Manual and mechanised)	2
5	Winder	8 spindles electric/motorised	2
6	Jigger Dyeing Plant	10 Kg	1
7	Yarn Dryer	Semi automatic hand dryer, max temperature 80 to 95 deg C	1
8	Pattern making machine & Software Vindicate solution,	62" plotter with pattern cutting table	1
9	Multi Head Needle Computerized Embroidery Machine		1
10	Juki Stitching Machine with fabric cutting table, steam press, Interlocking Machine, Kaj Button Machine	6 & 12 head	1
11	Stain Removing Machine,	(140- 150mpg)	1
12	Commercial washing machine,	35 kg capacity	1
13	CAD/CAM Design complete set up with camera	Camera 4K full HD, wi-fi, with full accessories, Light Set Up -Elinchrom FRX-400, Tripods & Stand, fcp software, CAD/CAM complete set up .	1
14	Solar plant	5 kw off-grid	1
15	Testing Lab	Different set of testing equipments	1
16	Loom Accessories for CFC	Heald, Shuttle, Bobbin, Pirn, Reed, Punching Plate, Cumber board, warp beam, lingose etc	50 Sets As defined by IA/SPV
17	Accessories for beneficiaries	Bobbin, Pirn, Reed, warp beam	374 Sets As defined by IA/SPV

(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 upto 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 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 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 (Section 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 at no extra cost.
- (b) The successful tenderer should provide 2 hard copies and 1 soft copy of brochures & operation manuals for the machineries, equipments and its accessories to IA.

23. Performance Guarantee

- (a) The machineries, equipments and accessories are to be guaranteed for a period of at least 12 months from the date of completion of performance test against manufacturing defect, bad workmanship 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 problem, 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 no extra 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 or tenderer should raise a Demand Draft, in the name of the buyer, of amount equal to 5% of the total contract value. If necessary, the bank guarantee/DD should be extended for the required period as requested by IA.
- (b) **30% of the contract value** will be paid, against bills, on receipt of the complete set of machinery, equipments and 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 **60% of Contract value** on supply of the complete set of machinery, equipments and accessories as per the order in full in good condition, at the CFC site, after acceptance by the tender committee, instead of claiming first instalment of 30% as advance payment against bank guarantee.

(c) **35% 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 90 days** from the date of issue of purchase order will attract a penalty of 1% per week, on the full value of the contract upto 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 timeline 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-fulfilment 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 circumstance 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 Institute of Entrepreneurship Development Odisha (IEDO) 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 office of the Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha. 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 Bhubaneswar Only.

29. Jurisdiction of the Court

Any dispute arising out of non-fulfilment 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 Bhubaneswar only.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

TECHNICAL SPECIFICATION**PACKAGE -1**

S. No.	Name of the Machinery	Specifications	Qty
1	Pit Looms	54" (5 nos), 72" (1 Nos)	6
2	Frame Looms	54" (6 nos), 72" (2 Nos)	8
3	Jacquards with harnessing	200-400 hook	8
4	Warping Machine	with creel stand(Manual and mechanised)	2
5	Winder	8 spindles electric/motorised	2
6	Jigger Dyeing Plant	10 Kg	1
7	Yarn Dryer	Semi automatic hand dryer, max temperature 80 to 95 deg C	1
8	Pattern making machine & Software Vindicate solution,	62" plotter with pattern cutting table	1
9	Multi Head Needle Computerized Embroidery Machine		1
10	Juki Stitching Machine with fabric cutting table, steam press, Interlocking Machine, Kaj Button Machine	6 & 12 head	1
11	Stain Removing Machine,	(140- 150mpg)	1
12	Commercial washing machine,	35 kg capacity	1
13	CAD/CAM Design complete set up with camera	Camera 4K full HD, wi-fi, with full accessories, Light Set Up -Elinchrom FRX-400, Tripods & Stand, fcp software, CAD/CAM complete set up .	1
14	Solar plant	5 kw off-grid	1
15	Testing Lab	Different set of testing equipments	1
16	Loom Accessories for CFC	Heald, Shuttle, Bobbin, Pirn, Reed, Punching Plate, Cumber board, warp beam, lingose etc	50 sets as defined by IA/SPV
17	Accessories for beneficiaries	Bobbin, Pirn, Reed, warp beam,	374 as defined by IA/SPV

All the above machinery specifications are proposed for the required Product/ Machine output/ performance stated. Electric Motor should be of reputed brand, three phases with optimum output power suitable for smooth functioning, maximum production with minimum power consumption provided with starters and safety features with minimum warranty of one year. Machinery should be capable of producing the required quality and quantity prescribed. Specific Details of the machineries developed by adopting suitable technologies for quality improvement, output and reduced operational cost can be submitted on separate sheet.

The tenderer shall offer the specified machinery in this package with EQUIVALENT / SUPERIOR specifications to meet the Product/ Machine output/ performance requirements mentioned above in this section. 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.

(On the Letter Head of the Tenderer)

PART-I

Date:_____

From,

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

To,

KOSISH
Plot No. 496/3023, Jagannath Math Marg,
Hatasahi, Old Town, Bhubaneswar-751002, Odisha

Sir,

Sub: Tender for the supply, erection and commissioning of machineries, equipments and accessories for the Common Facility Centre (CFC) of "Athmalik Handloom Cluster on turnkey basis (Package No.: _____) – Submission of Part I - regarding

Ref: Your Tender Notice No..... Dated

With reference to your tender notice, we submit herewith our sealed Tender for the supply, erection and commissioning of machineries, equipments and accessories for the Common Facility Centre (CFC) of Athmalik Handloom Cluster on turnkey basis, as specified by IA in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions
- 2) Demand Draft No. _____ for Rs. _____/- (Rupees _____ only), in favour of "KOSISH", drawn on _____ Bank payable at Bhubaneswar, towards Earnest Money Deposit.
- 3) Authorisation 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 being blacklisted by any Govt. agencies (as per Annexure – VI)
- 8) Declaration for not having tampered the Tender documents downloaded from the website www.kosish.org.in (Annexure – VII).
- 9) The copy of certificate of incorporation/registration (as 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/Udyam Registration Certificate, GST Registration Certificate & PAN Card
- 13) Copy of valid dealership certificate from OEM (In case of dealer)
- 14) The Annual Report/certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive Financial Years FY 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20
- 15) Latest IT Return
- 16) Notarized translated English version of the documents in a language other than English, if any.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

Details of the Tenderer

S.No.	Particulars	Details
1	Name of the Tenderer	Telephone Number: Fax : Email : Website, if any
2	Contact Person	Name Designation Phone Mobile Email Id
3	Date of Incorporation/ Registration	
4	Legal Status	Proprietorship/partnership/Pvt. Limited/Public Limited/ Other (Write the relevant one)
5	Eligible License Holder of any dealership	
6	Brief profile of the Tenderer	
7	No. of staff on regular payroll	Technical: Administrative:
8	PAN Number	
9	GSTIN	

Signature of the Tenderer

(With Seal and Address)

ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s for the past three years

(either Sl.No.1,2 & 3, or Sl.No.2,3 & 4) are given below and certified that the statement is true and correct.

S.No.	Financial Year	Turnover (Rs. In Lakh)
1	2016-17	
2	2017-18	
3	2018-19	
4	2019-20	
	Total	
Average Annual Turnover of last 3 years		

DATE :

SIGNATURE OF THE TENDERER

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

ANNEXURE - V

LIST OF SIMILAR ORDERS EXECUTED IN THE PAST

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

S.No.	Name & Address of the Client	Phone/Mobile No.	Name of the Machinery	Quantity supplied	Year of Supply	Purchase Order/Completion Certificate enclosed (Yes/No)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

SIGNATURE OF THE TENDERER

(with seal and address)

DECLARATION

Date: _____

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

SIGNATURE OF THE TENDERER

(with seal and address)

DECLARATION FORM

Date: _____

a) I/We having our office at..... do declare that I/We have carefully read all the conditions of tender floated by the **KOSISH** vide tender ref. no..... for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Centre of “**Athmalik Handloom Cluster**” on turnkey basis and will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site **www.kosish.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 <Name of the IA> or prosecuted.

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

PART – II

From,

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

To,

KOSISH
Plot No. 496/3023, Jagannath Math Marg,
Hatasahi, Old Town, Bhubaneswar-751002, Odisha

Sir,

Sub: Tender for the supply, erection and commissioning of machineries, equipments and accessories for the Common Facility Centre (CFC) of “Athmalik Handloom Cluster” on turnkey basis (Package Number: _____) – Submission of Part II – Price Offer regarding

Ref: Our tender (technical Bid) submitted for the “supply, erection and commissioning of machineries, equipments and accessories for the Common Facility Centre (CFC) of “Athmalik Handloom Cluster” on turnkey basis”

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 Centre of “Athmalik Handloom Cluster, Athmalik, Angul” on turnkey basis” 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

PRICE – BID (PACKAGE -1)*(for the Supply, erection and commissioning of machineries and accessories)**(Bidders to bid for the respective package)*

S. No.	Name of Machinery	Cost per Unit					Qty in Nos	Total price for all units including taxes (in Rs.)
		Basic Price	SGST	CSGST	IGST	Total price incl of taxes		
1								
2								
3								
4								
5								
6								
7								
8	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)

Lowest Evaluated Price: The Grand Total Cost with Taxes in the above table will be evaluated to identify the lowest evaluated price.

CHECKLIST OF DOCUMENTS

Documents to be enclosed in Part – 1

S.No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1	A covering letter on your letter head addressed to the Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha (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 only), in favour of "KOSISH", payable at Bhubaneswar towards Earnest Money Deposit.		
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 Accountant (as per Annexure-IV)		
7	List of similar orders executed in the as per Annexure-V		
8	Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI)		
9	Declaration for not having tampered the Tender documents downloaded from the website www.kosish.org.in (Annexure-VII).		
10	The copy of certificate of incorporation/registration.		
11	Copy of Memorandum and Articles of Association		
12	Copy of Registered Partnership deed, in case of Partnership Firm		
13	Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card		
14	Copy of valid dealership		

	certificate from OEM (In case of dealer)		
15	Purchase Orders issued by the clients		
16	Performance certificate issued by the clients		
17	The Annual report/ certificate copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-2020		
18	Latest I.T return		
19	Notarized translated English version of the documents in a language other than English/Kannada, if any		

Documents to be enclosed in Part – 2

S.No.	Checklist	Enclosed (Yes/No)
1	A covering letter on your letter head addressed to The Secretary, KOSISH, Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha (as in 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 Athmalik Handloom Cluster on turnkey basis (Package No:_____)" and addressed to "KOSISH, Plot No. 496/3023, Jagannath Math Marg, Hatasahi, Old Town, Bhubaneswar-751002, Odisha", containing the name and address of the Tenderer.

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