

# **DISTRICT INDUSTRIES CENTRE**

**Gandhi Road, P.O.Vellayil, Nadakkavu**

**Kozhikode – 673 011**

**Phone:+914952765770, 2766563 email:diccalicut@gmail.com**

**Tender Document for Supply, Installation &  
Commissioning of Wood Processing Machinery for the  
establishment of Common Facility Center (CFC) at the  
M/s.Zamorian's Furniture Consortium Pvt. Limited,  
Mannankavu, Naduvannoor, Kozhikode – 673614,  
Kerala State.**

**Tender Reference No.: DICKKD/2164/2019-C4**

**Tender ID No: 2022\_DIC\_523891**

**Last date for submission of bids:**

**24<sup>rd</sup> November, 2022 (17:30 Hrs)**

**Opening of Pre-Qualification-cum-Technical bids:**

**26<sup>th</sup> November, 2022 (10:30 Hrs)**

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## SECTION I: INVITATION FOR BIDS

Chairman, Zamorian's Furniture Consortium Pvt. Limited & General Manager, District Industries Centre, Kozhikode, Kerala invites e-tenders from the reputed Original Equipment Manufacturers/Authorized Dealers for the supply, Installation and commissioning of various machineries for the establishment of Common Facility Center (CFC) at Zamorian's Furniture Consortium Pvt. Limited, Mannankavu, Kozhikode under '**Micro & Small Enterprises - Cluster Development Programme (MSE-CDP)**' of Ministry of MSME, Govt. of India.

**Please note that physical bids shall not be accepted.**

### 1. Contact information

Chairman, Zamorian's Furniture Consortium Pvt. Limited &  
General Manager, District Industries Centre  
Gandhi Road, P.O.Vellayil, Nadakkave, Kozhikode - 673011  
Phone: +91 495 2765770/2766563  
Email: [diccalicut@gmail.com](mailto:diccalicut@gmail.com)

### 2. Two Cover System

The two cover system of tender will be followed for this e-tender. In this system, the bidder shall submit the offer thru online in two parts viz. Pre-Qualification-cum-Technical Bid and Financial Bid to the e-tender portal <https://etenders.kerala.gov.in/>

The offers submitted by telegram/ fax/ e-mail/ by hand or any other mode except e-tender <https://etenders.kerala.gov.in/> as noted above shall not be accepted. No correspondence will be entertained in this matter.

**Part 1: "Pre-Qualification-cum-Technical Bid" shall be uploaded in the form of following documents:**

- i. Details of **Earnest Money Deposit (EMD) of Rs.1,50,000/= (Rupees One Lakh Fifty Thousand only)** in the form of online payment shall be uploaded. If exemption from EMD is sought by manufacturers/MSME then a copy/letter of necessary registration registered with NSIC/ MoMSME for the particular item/machine as per the tender document must be uploaded along with Pre-Qualification-cum-Technical Bid. In case of non-submission of supportive document for EMD, the bid shall be rejected
- ii. Duly filled Pre-Qualification-cum-Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the Firm / Company whose signature should be

verified and certificate of authority should be scanned and submitted as per format given at **Annexure-I**. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be scanned and annexed to the bid.

- iii. Copy of all documents related to Firm Registration/ Partnership Deed/ Memorandum and Articles of Association or Proprietorship Deed, Certificate of Incorporation etc. of the bidder shall be uploaded.

iv. Copy of Supply Orders/ Contracts/ Agreements/commissioning report duly signed and stamped by the supplier and the buying organization/customer, for similar work (for each machines in the tender), received from the buyers and executed by the bidder in last seven years. The bidder shall submit the commissioning report duly signed and stamped with date mutually by the supplier and the buying organization/customer or commissioning report duly issued, signed and stamped with date by the supplier with attestation by a Notary. The bidder/OEM should have completed supply of at least three similar machineries against each item in the last seven years. Similar units mean machineries with same technical specifications, production capacity in this tender, or higher, which the bidder quoted against an item in this tender. The financial net worth of the bidder as per the latest audited annual report shall be positive and a copies of the audited annual reports duly signed and stamped by the auditor for the last three years shall also be uploaded.

- v. The bidders are required to submit supporting document for the past experience i.e. copy of the purchase order/work order / work completion report etc. along with contact details of the end buying organization/Customer. These supportive documents submitted would be subject to further verification by the Purchase Committee, if required.

**Submission of any false information would lead to forfeiture of EMD and legal action as per the government laws.**

- vi. Copy of GST and PAN Registration certificate, Copy of GSTR-3B & GSTR-1 return, Copy of latest Income Tax Return etc., as applicable shall be uploaded.
- vii. An affidavit as per format given at **Annexure-II** must be uploaded by the bidder along with un-priced Pre-Qualification-cum-Technical Bid.
- viii. OEM' authorization letter in **Annexure X** and Declaration by Agents/Associates of Foreign Principals in **Annexure XI** shall be uploaded with un-priced Pre-Qualification-cum-Technical Bid, in the case if the offer is submitted by Authorized Dealer/Authorized agency.
- ix. Technical Compliance Document with complete detailed technical specification, make,

model and cross reference compliance with the data sheets sheets/Original Product Literature / Photograph of the offered machineries should be uploaded in the Pre-Qualification-cum-technical bid, failing which will lead to the rejection of the bid.

- x. If the bidder is quoting as an agent for an OEM in overseas for an imported machinery, he shall ensure to import the quoted machinery as a final assembly from the OEM from overseas and the related HSN code of the offered machinery shall be mentioned in the technical offer mandatorily.
- xi. Signed and scanned copy of the Checklist as per format given at **Annexure-IV** must be uploaded along with un-priced Pre-Qualification-cum-Technical Bid.
- xii. Documents related to holiday listing, MSE Preference, Restrictions on Trade with Border countries, Purchase Preference Linked to Local Content (PP-LC) etc. as mentioned in the tender documents, shall be uploaded.
- xiii. Signed and scanned copy of all other related documents, mentioned in the tender document but not listed here are shall be uploaded.
- xiv. All documents like Offers, enclosures, annexures and all other correspondence uploaded to e-tender portal, must be in English language only.

**Part 2: “Financial Bid” shall be uploaded in the form of following documents:**

- xv. Price schedule should be submitted online only in the form of BOQ\_XXXX.xls.
- xvi. **The bidder shall mandatorily quote the lowest rate for all the items in the tender. This tender will be finalized on overall L1 basis. Hence quoting separate rate for all the items in the tender is mandatory to qualify the quote for further evaluation.** The prices should be mentioned in figures as well as in words wherever mentioned in the BOQ\_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words.

*BOQ of the tender should mention the prices are quoted with reference to the description of the Item(s) / Quality and Quantity wise offered in Technical Bid by Bidder.*

### **3. Pre-Bid Meeting**

The pre-bid meeting shall be held at 11 AM on 15<sup>th</sup> November, 2022 at the following location thru online only.

Chairman, Zamorian's Furniture Consortium Pvt. Limited & General Manager  
District Industries Centre, Gandhi Road, P.O.Vellayil, Kozhikode - 673011  
Phone: +91 495 2765770/2766563, Email: [diccalicut@gmail.com](mailto:diccalicut@gmail.com)

All Interested bidders are requested to note that the Pre-Bid meeting as per the above schedule will be held thru online only. Interested bidders are requested to contact the above office for meeting link for pre-bid meeting. Meeting link will be shared to the bidders as per the email id shared to the above office. The purpose of the pre- bid meeting is to clarify any doubts, if any, of the Bidders on the interpretation of the terms, conditions, provisions of tender documents/attachments. Bidder(s) are requested to submit their queries, mentioning firm name, clause no. & clause by a letter/e-mail to the contact persons given above in order to have fruitful discussions during the meeting. All Bidders are requested to acquaint themselves about the tender terms and conditions, technical specifications for better clarity, before submitting their bids. Necessary clarifications (if any), may be obtained prior to submission of the bid.

The queries for clarifications should be mandatorily submitted only on <https://etenders.kerala.gov.in/> latest 5 pm on 14<sup>th</sup> November 2022. The answer to the queries will be provided through <https://etenders.kerala.gov.in/> on 16<sup>th</sup> November, 2022. The queries received after due date and time through e-Mail/ letter will not be considered.

However, over and above uploading queries to the portal, the bidders can also email the queries to [diccalicut@gmail.com](mailto:diccalicut@gmail.com) & [cfckozhikode2018@gmail.com](mailto:cfckozhikode2018@gmail.com) as an advance intimation regarding the queries uploaded to the portal for clarifications within the above time schedule for submission of queries.

We would like to request all the bidders, who are interested to respond to this tender, to participate in the pre-bid meeting scheduled as noted above, to enable them to understand the technical and commercial conditions in the tender and clarify the doubts, if any.

#### **PRE-QUALIFICATION CRITERIA:**

Quotations from Bidders fulfilling all the Pre-Qualification criteria shall only be considered for further evaluation. Please refer to **Annexure-V** attached regarding Pre-Qualification criteria. Bidders are requested to upload the required documents as noted in the **Annexure-V** without fail.

#### **4. Submission of bids and opening of the Technical bids:**

Last date and time for submission of online bids will be **17:30 hours on 24<sup>th</sup> November 2022. Pre-Qualification-cum-Technical bids will be opened online at 10:30 Hours on 26<sup>th</sup> November, 2022.** The bids should be submitted online only at <https://etenders.kerala.gov.in/>. The bidders' authorized representative (maximum two) may choose to attend the bid opening/s, if desired so.

The Pre-Qualification-cum-technical bids will be evaluated to shortlist the eligible bidders. The Pre-Qualification-cum-technical bids of only the short listed bidders shall be considered for further processing i.e. technical evaluation.

Bidders whose Pre-Qualification-cum-technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the Financial Bid.

## **5. Opening of Financial Bids**

The online Financial Bids of the bidders who are short listed after Technical Evaluation (by the SPV/Purchase Committee members) will be opened on online in the presence of the bidders or their authorized representative (maximum two), who choose to attend, at the time, place and date to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the online Financial Bid opening.

The bidder's name, bid prices, discounts and such other details considered as appropriate by SPV/Purchase Committee members will be announced at the time of the opening of the bids.

**Note:** Technically accepted online competitive bids ONLY will be considered for the opening of online Financial Bids.

**END OF SECTION I**



## **SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**

### **1. Scope of Work / Project Timelines**

The bidder is required to supply, install, commission and provide on-site support for the smooth operation of machineries during guarantee / warranty period at Zamorian's Furniture Consortium P. Ltd., Kozhikode. The delivery and installation of machineries at CFC site must be completed **within 100 days** from the date of placement of supply order by SPV/Purchase Committee.

**This tender will be finalized on overall L1 basis for the Four tendered machineries in this tender. Bidders are requested to quote mandatorily for all the items in the tender to qualify for an acceptable bid.**

### **2. Locations for the Supply, Installation & Warranty Services**

The items as detailed in this document are required to be supplied, installed and commissioned at CFC site of Mannankavu, Naduvannoor, Kozhikode, Kerala. The detail of consignee address of the site for supply, installation & commissioning and on-site warranty support is as under:

**M/s.Zamorian's Furniture Consortium Pvt. Limited,**

**Mannankavu, Naduvannoor,Kozhikode – 673614, Kerala State.**

### **3. Special Condition**

- (i.) Tender items have to be delivered, installed and commissioned at the said CFC site.
- (ii.) The machineries supplied against this tender shall be on warranty and the Warranty period shall be 18 months from the date of supply or 12 months from date of commissioning, whichever is earlier, against all manufacturing defects/poor workmanship. A Warranty card ensuring liability for 18/12 months as above for all the machinery and equipment shall be issued in the name of SPV.
- (iii.) Vendors should also provide necessary training to the SPV members & workers directed by the SPV for a period of two weeks on the operation of machinery, maintenance, and information about Do's & Don'ts, if any, required by SPV.

### **4. Order Placements and Release of Payment**

The supply order will be issued by the SPV after getting necessary approval from the Purchase Committee constituted by the Government of Kerala to supervise the procurement process. Payment will be released by KBIP for this procurement.

## 5. Eligible Bidder

- (i.) Bidder/OEM must be a competent firm in India and in the business of supply, installation and commissioning of the tendered machineries and equipment. The bidder/OEM should be in this business for at least last 3 (three) years prior to the date of issue of this tender. In case, if the bidder offer machineries which are originated from a country or countries which shares land border with India, such bidders must have valid registration with the Registration committee constituted by, DPIIT, Government of India.
- (ii.) The bidders are required to submit supporting document for the past experience i.e. copy of the purchase order / work completion report etc. along with contact details of the buying organization/Customer. These documents would be subject to further verification with buying organization/Customer, if required. Startups registered with DIPP, seeking relaxation on submission of Pre-Qualification documents shall submit their registration certificate with DIPP as Startup in the respective field along with the “Pre-Qualification-cum-Technical bid”. Submission of any false information would lead to forfeiture of EMD.
- (iii.) Bidder should be registered with Income Tax Department of Government of India and should possess a valid GST/ PAN Number/ Registration etc.
- (iv.) In case if the bidder is participating in this tender as an authorized dealer or authorized agency, Bidder should have the valid authorization letter issued from OEM for quoting on his behalf in this tender as per **Annexure X** attached.
- (v.) Bidders should not be under a declaration of ineligibility for **corrupt and Fraudulent** practices.

**Note:** SPV/Purchase Committee members) reserves the right to award/ reject the orders to any particular bidder without assigning any reason thereof.

## 6. Amendment of Tender Document

- (i.) At any time prior to the deadline for submission of bids, GM, DIC, Kozhikode/ Purchase Committee may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- (ii.) GM, DIC, Kozhikode / Purchase Committee at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
- (iii.) Bidders should keep viewing the above-mentioned websites for any corrigendum/ change. There wouldn't be any newspaper advertisement towards the same. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

## A. PREPARATION OF BIDS

Bidders are advised the e-submission of the bids online through the <https://etenders.kerala.gov.in/>

Bid documents may be scanned and uploaded to the above e-tender portal.

Bidder shall not tamper/modify the tender form including downloaded Financial Bid template in any manner. In case if the same is found to be tampered/ modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for **suitable penal** action.

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.

### **Earnest Money Deposit (EMD)**

- (I.) The tender documents must be accompanied by Earnest Money Deposit of Rs.1,50,000/- (Rupees One lakh fifty thousand only)

EMD will not be accepted in the form of cash/ cheque/DD/ FDR or any other form except online payment to the link available in the e-tender portal <https://etenders.kerala.gov.in/> . No interest shall be payable on EMD.

If exemption from payment of EMD is sought by manufacturers/MSME/Startup then a copy of necessary registration certificate showing registered with NSIC/ MoMSME /DIPP for the particular item/machinery as per the tender document shall be submitted along with “Pre-Qualification-cum-Technical Bid”.

Quotations without sufficient amount of EMD amount will be rejected and will not be considered for further evaluation.

- (ii.) The EMD will be returned to the bidder(s) whose offer is not accepted by GM, DIC/Purchase Committee within 30 days from the date of opening of Financial Bids. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee. However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- (iii.) The successful bidder, on award of contract/order, must send the contract/order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited.

(iv.) The EMD shall be forfeited:

- (a.) If the bidder withdraws the bid during the period of bid validity specified in the tender.
- (b.) In case a successful bidder, fails to furnish the Performance Bank Guarantee.
- (c.) If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.
- (d.) If the bidder fails to supply the material.

## **7. Period of validity of bids**

- (i.) Bids shall be **valid for minimum 120 days from** the date of submission. Bid valid for a shorter period shall stand rejected.
- (ii.) GM, DIC /Purchase Committee may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

## **B. SUBMISSION OF BIDS**

The online bid shall be neat, plain and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

## **8. Deadline for Submission of Bids**

Bids must be submitted online before the specified due date and time i.e. **17:30 Hours on 24<sup>th</sup> November, 2022**. Purchase Committee/GM, DIC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

## **9. Late Bids**

The online bid submission would not be possible after the deadline for submission of bids.

## **C. BID OPENING AND EVALUATION OF BIDS**

### **10. Opening of Bids**

- (i.) The Pre-Qualification-cum-technical bids will be evaluated to shortlist the eligible bidders. The Pre-Qualification-cum-technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).
- (ii.) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the Financial Bid.

- (iii.) SPV/Purchase Committee will open Financial Bids of only the technically short listed bids by the SPV/Purchase Committee, at the time and date to be informed later.

## **D. AWARD OF CONTRACT**

### **11. Evaluation of Proposals & Award Criteria**

- (i.) **The bidder shall quote the lowest rate mandatorily for all the items in the tender. This tender will be finalized on overall L1 basis, considering all the basic rate, taxes, etc. quoted in the BOQ. Hence quoting separate rate for all the items in the tender is mandatory to qualify the quote for further evaluation. (Refer Section IV – SCHEDULE OF REQUIREMENT -list of items with detailed Technical specifications, quantity, etc.)**
- (ii.) Preliminary scrutiny of the proposal will be made to determine whether they are complete, bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- (iii.) Bids complying with all the eligibility requirements shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.
- (iv.) S P V / Purchase Committee, if required, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. SPV/ Purchase Committee decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- (v.) Financial Bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder, subject to the other provisions as per law in force with respect to MSME, Make in India, and Restriction on Procurement with border country's policies of the Government of India.
- (vi.) Bidder should quote their rates by uploading in the prescribed Proforma in BOQ\_XXXX.xls only. Financial Bids/ prices/ rates other than in the format provided or elsewhere in the Bid Document shall be rejected by SPV/Purchase Committee.
- (vii.) The rates quoted in figures would be automatically converted in words in BOQ\_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.

- (viii.) In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of Pre-Qualification-cum-technical/ Financial Bids and the eligibility of the bidder shall be determined accordingly.

## **12. Purchaser's Right to amend Scope of Work**

- (i.) If, for any unforeseen reasons, SPV/ Purchase Committee are required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.
- (ii.) SPV/ Purchase Committee reserve the right to reject one/ all the bids or cancel the tender without assigning any reasons. Therefore Opening of Financial Bid of tender is no commitment whatsoever and does not prejudice the aforesaid rights of the SPV/ Purchase Committee to reject any or all offers without assigning any reason or accept any tender in whole or in part without assigning any reason whatsoever. The successful Bidder shall be notified of the acceptance of the tender by releasing Purchase Order and till such intimation is received, Bidder(s) should not make any arrangement or incur any expenditure in anticipation of the receipt of notice of acceptance; he / they will have no claim for compensation of any sort.
- (iii.) SPV/ Purchase Committee reserve the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders is found to have minor deviation.

## **13. Corrupt or Fraudulent Practices**

- (i.) It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- (ii.) S P V / Purchase Committee will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- (iii.) S P V / Purchase Committee may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

## **14. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document; The SPV/Purchase Committee interpretation of the clauses shall be final and binding on all parties.

**END OF SECTION II**

## SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. Prices

- (i.) The price quoted shall be considered firm and final and no price escalation will be permitted.
- (ii.) Bidders must quote the prices in INR only and as per the prescribed Proforma in **BOQ\_XXXX.xls** only.
- (iii.) **The firm and final prices quoted (price for each item) should be inclusive of basic cost, all applicable taxes, and freight charges till destination at CFC site, insurance charges, installation and commissioning charges, trial run charges, training charges for operating staff & SPV members, and additional requirement like Software, Stabilizer, if required, and charges for on-site services during the guarantee/warranty period (Inclusive of spares and components required). Cost of initial fill of consumable, if required, are also to be included in the quoted rate.** The packing shall be transport worthy so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to open storage. In case of imported supplies, export worthy packing comply with international norms shall be ensured. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site duly certified by users.

In case if the bidder have taken any deviation on the technical specifications or commercial terms, the deviation taken shall be specifically mentioned in the "Techno Commercial Deviation Sheet" attached as **Annexure-IX** in this tender document with details as requested there in and upload along with the "Pre-Qualification-cum-Technical Bid". Bidders are requested to seek clarifications thru pre bid meeting to all queries related to technical and commercial terms in the tender to avoid deviations, as deviations taken may lead to rejection of the offer.

### 2. Taxes and Duties:

- (i.) The basic price including all applicable taxes and/ or duties and other cost components should be included in the final price quoted by bidder for each items as noted above in clause 1 (iii)
- (ii.) I n c a s e o f i m p o r t o f f e r s , Bidder shall arrange to clear the consignment complying customs formalities and shall arrange to deliver the consignment to the end user's site. The cost and risk of the consignment rests with the bidder till it is delivered to the end user & accepted.

## **Procurement from MSE Vendors.**

Please note that the Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 is applicable to this tender, thereby the offers from MSE units registered with the District Industries Centre/other registering authorities are given benefits as per the provisions of the said order while finalizing the successful vendor for the award of the order for procurement of the items under the above tender.

MSE vendors registered with District Industries Centre/other registering authorities are requested to submit the declaration as per **Annexure-VI** certificate from practicing Chartered Accountant duly filled, signed, and stamped with necessary documents showing the valid registration details along with the Pre-Qualification-cum-Technical bid to consider them for extending benefits as per the said order.

## **Preference Policy-Linked with Local Content (PP-LC)**

SPV/Purchase committee also reserves its right to allow bidders Purchase Preference, based on the Purchase Preference Policy-Linked with Local Content (PP-LC) notified vide by the Government of India and subsequent amendments.

- a. As part of price break-up, bidder shall provide percentage of local content in the bid, taking into account the factors and criteria listed out in the policy.
- b. The bidder shall submit an undertaking from the authorized signatory of bidder having the power of attorney along with the Pre-Qualification-cum-technical bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the order / contract.

## **Restrictions on procurement from a Bidder of a country which shares a land border with India.**

Bidders are requested to refer to the Policy of Government of India on compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020. In line with the guidelines issued on this, bidders are requested to upload the Declaration as per **Annexure-VII** in the tender document along with Pre-Qualification-cum-Technical Bid.

## **Holiday listing status:**

Bidder should submit a Declaration regarding their “holiday listing status” in their letter head as per the attached format in **Annexure-VIII** to the effect that are not currently serving any black-listing /holiday listing / negative listing / suspension / banning list order issued by Central Government or any State Governments or their PSUs /autonomous bodies etc. de-barring me / us from carrying on business dealings with the said establishments.

Offers not accompanied with above declaration or any wrong declaration in this context shall lead to



rejection of bid and if the bid has resulted in a contract, the contract is liable to be terminated. Any wrong declaration in this context shall make the agency liable for action under holiday listing procedure of company.

Offer shall not be considered for un-priced bid opening /evaluation priced bid opening, if bidder does not submit a declaration that they are 'not black-listed / holiday listed / negative listed /suspended / banned by any said Governments / establishments.

### **3. Performance Bank Guarantee (PBG):**

The successful bidder within 30 days must submit a Performance Bank Guarantee (PBG) equivalent to 3% of the order value (with a validity period of 18 months from the date of supply or 12 months from date of installation and commissioning, whichever is earlier, against all manufacturing defects/poor workmanship) on receipt of supply order from SPV/Purchase Committee as per the format provided in **Annexure- III** of this tender document. This Bank Guarantee should remain valid till completion of warranty period.

### **4. Inspection**

- (i.) SPV/Purchase Committee reserve the option of inspecting the goods by representative of SPV of this CFC/ third party designated by the Purchase Committee at suppliers works prior to Packing and Dispatch. Supplier shall provide all facilities for carrying out the inspection. However if required the final inspection will be carried at installation site.
- (ii.) If demanded by the SPV/ Purchase Committee, the successful bidder will be required to furnish the certificate from a Registered Chartered Engineer certifying that the items/machinery supplied are in compliance with the requirements of the supply order issued by SPV/Purchase committee.

### **5. Completeness Responsibility:**

Notwithstanding the scope of work, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which are necessary for the performance of items/goods supplied by vendor at CFC in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respect.

### **6. Warranty and Support:**

All the items covered in the schedule of requirements, shall carry minimum 12 months on site comprehensive warranty from the date of its installation & commissioning. The bidder must undertake to provide the on-site support during the warranty period. Any defect

notified during this period shall be rectified free of cost which include replacement of part or in full as needed. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only.

Failure to do so would result in the levy of penalties. The PBG will be released by SPV/Purchase committee only after the submission of satisfactory performance certificate issued & verified by end-user after the completion of the aforesaid comprehensive warranty period of 18 months.

## **7. Payments Terms:**

The payment shall be made to the bidder by KBIP on the basis of invoice submitted by the bidder as per the order terms and conditions, subject to availability of security deposit/ Performance Bank Guarantee (P.B.G) valid up to the completion of warrantee period.

The payment terms are as follows:

(1) 90% of the cost through Irrevocable and confirmed letter of credit (LC) on receipt of the Machinery at site (Zamorins Furniture Consortium Pvt Ltd., Naduvannur) in good working Condition and on verification and certification by the competent authority (\*).

(2) Balance 10% after erection, installation and successful commissioning of the machinery, Satisfactory Trial Run, Training on working of Machinery and commissioning of the Project.

(\*) Competent authority for the machinery inspection is the General Manager District Industry Centre, Kozhikode, representatives from MSME DI Thrissur, Technical Expert of the Consortium and the Managing Director of the Consortium.

## **8. Penalty for delayed Services:**

- (i.) SPV/Purchase Committee reserves the right to levy penalty @ 0.5% of order value per week or part thereof for the delay beyond the scheduled timeline of completion of delivery/installation at site i.e. 100 (one hundred ) days from order placement, subject to maximum penalty of 5% of the total order value unless the same is waived by the Purchase Committee. SPV/GM, DIC on instruction of Purchase Committee reserves the right to cancel the order in case the delay is more than 10 weeks. The penalties, if any shall be recovered from the Performance Bank Guarantee (PBG) submitted by the successful bidder or from the Balance payment reserved with SPV/Purchase Committee.
- (ii.) SPV/Purchase Committee / GM DIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances not attributed to the bidder. For any such relaxation, the bidder should sought prior written approval from Chairperson, Purchase Committee/SPV by submitting

proper justification with documentary evidences.

**9. Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Kozhikode jurisdiction only.

**10. Force Majeure:**

SPV/ Purchase Committee may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms, pandemic etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's OEM premises.

**11. Arbitration:**

All disputes of any kind arising out of supply, installation & commissioning, acceptance, warranty maintenance etc., shall be referred by either party (SPV/Purchase Committee /GM DIC or the bidder) after issuance of 30 (thirty) days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement. The Arbitration and Conciliation Act 1996 and the rules made there under with all/ any modifications or amendments thereof for the time being in force shall apply to the arbitration proceedings.

**END OF SECTION III**

## SECTION IV – SCHEDULE OF REQUIREMENT

Tender Reference No.....		Date.....			
Bidder Name:					
Address :					
<b>Tender Technical Specifications for item nos. D.1 to D.4 in the tender</b>					
SL NO	GROUP D MACHINE NAME	CORE SPECIFICATION	Qty. Required	Specification offered	Brand/ Model
D.1	Veneer stitching splicer (Edge Glue/Zigzag)	Veneer strip thickness(depending on veneer condition): approx. 0.5 ~ 5.0 mm	1 No.		
		Veneer stripe length: min.350mm and above			
		Veneer stripe width: min.55mm and above			
		Production speed: approx. up to 45m/min (depending on veneer strip thickness)			
		Electric power: approx. 10.5 kw and above			
		Compressed air: 5 bar and above			
		Heating temperature: 100 ~200° C and above			
		Heating zone: 1500mm and above			
		Dimensions(LxWxH): 2300x1950x1450mm and above			
D.2	Hydraulic veneer pack guillotine (veneer cutting machine)	Cutting length: 2800mm and above	1 NO		
		Daylight opening: 80 mm and above	.		
		Veneer thickness of single sheet: max. 2.5mm			
		Electric power: 7.5 kw and above			
		Hydraulic motor: 7.5 HP and above			
		Cutting width: 30~470MM and above			
		Dimensions of guillotine : 4500x1700x1800 mm and above			

D.3	Glue spreader machine size 56 (top pressure roller)	Max. gluing width: 1300mm and above	1 No.		
		Max. gluing speed: 10m/min			
		Number of roller 3nos and above			
		Length of glue coating roller 55"			
		overall size 2100x900x1150 mm and above			
		Max. opening thickness: 35mm			
		Max, gluing width;1300 mm and above			
D.4	Hydraulically operated single day light cold press	Max. pressure: 100 ton	1 No.		
		Plate & size: 2500 x 1300mm and above			
		Max. plate & opening: 950mm and above			
		No of cylinder: 4 nos			
		Dia of cylinder: 90 x 125mm and above			
		Power required: 4 HP and above			
	Note:				
	Any essential parts/components/accessories/equipment which seems to be critical for running/maintenance and life of the supplies must be deemed to be included in the supply/installation. In case if any deviations are taken on the required technical specification, please mention the same against specification line itself in the space provided for the same. Bidders are requested to note that the deviations so taken, if any, shall also be mentioned in the "Techno commercial Deviation sheet" attached in <b>Annexure-IX</b> in the tender document and upload the same along with Pre-Qualification-cum-technical bid.				
	Signature with date.....				
	Name and Designation.....				
	Duly authorized to sign Bid for and on behalf of.....				
	(Name & address of the bidder and Seal of Company.....				

ANNEXURE-I

(On company Letter Head & to be signed by MD/ CEO/ Proprietor)

Date:

To

The General Manager  
District Industries Centre,  
Gandhi Road, P.O.Vellayil, Nadakkavu, Kozhikode – 6736014

**Phone:+914952765770, 2766563 email:diccalicut@gmail.com**

Dear Madam/Sir,

Subject: **Authorization to sign the bid document**

This has a reference to your tender no. ....dated ..... for Supply, Installation, Commissioning of machinery and on-site support at CFC, Zamorian's Furniture Consortium P.Ltd., Mannankavu, Naduvannoor, Kozhikode, Kerala.

It is hereby confirmed that, Mr/ Ms .....working as ..... is entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The specimen signature of Mr/ Ms.....is as given below.

(Signature 1)

(Signature 2)

I, ....., certify that I am .....<designation> of..... <company> , and that Mr/Ms..... whose specimen signatures are given above is authorized to bind the corporation by authority of its governing body.

For M/s .....(Name of the bidder)  
Signature & company seal).....  
Name : ..... Designation.....  
Email:..... Mobile :.....

**(On company Letter Head)**

Date:

The General Manager  
District Industries Centre,  
Gandhi Road,P.O.Vellayil, Nadakkavu, Kozhikode – 673 01

**Phone:+914952765770, 2766563 email:diccalicut@gmail.com**

Dear Madam/Sir,

Subject: **Affidavit**

This has a reference to your tender no. .... dated .....for Supply, Installation, Commissioning of machinery and on-site service at CFC, Zamorian's Furniture Consortium P.Ltd., Mannankavu, Naduvannoor, Kozhikode, Kerala.

1. Having examined the 'Invitation for Bids', 'Instructions to Bidders' 'Special Conditions of Contract', 'Technical Compliance Document', 'Schedule of Requirements' and the Annexures for the above referred tender, we, the undersigned offer to supply, install & commission, on-site service and guarantee the whole of the said 'Scope of work (supply & service)' in conformity with the said Special Conditions of Contract and Technical Specifications for the sum mentioned in Financial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/ services for which we have submitted our Pre-Qualification-cum-Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and given our informed consent to them.
3. We undertake, if our Bid is accepted, we shall commence the supply of items/ services as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a **Bank Guarantee** of **3%** order value with a validity of **18 months** to cover delivery, installation & warranty period.
5. We have independently considered the amount shown in 'Special Conditions of Contract' as per- estimated liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of **120 days** from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/ confirmation given by us and your written

acceptance thereof, shall constitute a binding contract between us.

8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same. All documents submitted are genuine and if SPV/GM DIC/ Purchase Committee find that we have submitted any forged document, SPV/GM DIC/ Purchase Committee may reject our bid, forfeit the EMD/ BG and take stringent action against us as per Government rules.
11. We accept that all doubts, concerns or ambiguity in the tender document (if any) would be uploaded by us on portal <https://etenders.kerala.gov.in/> before the pre-bid meeting. If we raise any doubt, concerns, ambiguity issues, interpretation issues, after the Pre-Bid meeting, SPV/GM DIC/ Purchase Committee may not consider the request or reply.
12. We will accept SPV/GM DIC//Purchase Committee's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate from the bid process and not try to stall the process; if do so, SPV/GM DIC/ Purchase Committee may take stringent action against us.
13. We undertake that our company is not under the declaration of ineligibility for corrupt & fraudulent practices. We also undertake that our company has not been blacklisted by any Government entity in India/ abroad till today.
14. We will follow all guideline mentioned in the tender documents.

For M/s \_\_\_\_\_(Name of the bidder)

Signature & company seal

Name:.....

Designation:.....

Email:.....

Mobile No.:.....



**PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE**  
(on non-judicial paper of appropriate value)

Dated:

**To**

The Managing Director,  
M/s.Zamorian's Furniture Consortium Pvt. Limited,  
Mannankavu, Naduvannoor, P.O. Kavil, Kozhikode – 673614, Kerala State.

Dear Manager/Sir,

This has reference to the Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_  
placed by (SPV/PURCHASE COMMITTEE) on M/s \_\_\_\_\_ for the Supply,  
Installation, Commissioning and On-site support at CFC of M/s.Zamorian's Furniture Consortium  
Pvt. Limited, Kozhikode.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of SPV/PURCHASE COMMITTEE and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site in India as per the warranty clause in said purchase order.

M/s \_\_\_\_\_ has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. \_\_\_\_\_ on M/s. \_\_\_\_\_ holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

SPV/PURCHASE COMMITTEE shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of SPV/PURCHASE COMMITTEE under any security (i.e) now, or hereafter held by SPV/PURCHASE COMMITTEE and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of SPV/PURCHASE COMMITTEE hereunder or of prejudicing right of SPV/PURCHASE

COMMITTEE against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of SPV/PURCHASE COMMITTEE and liabilities of the supplier arising up to and until \_\_\_\_\_.

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that SPV/PURCHASE COMMITTEE may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and/ or in connection with the said contract and SPV/PURCHASE COMMITTEE shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of SPV/PURCHASE COMMITTEE in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We \_\_\_\_\_ hereby agree and irrevocably undertake and promise that if in your (SPV/PURCHASE COMMITTEE's) opinion any default is made by M/s \_\_\_\_\_ in performing any of the terms and/or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s \_\_\_\_\_, then on notice to us by you, we shall on demand and without demur and without reference to M/s \_\_\_\_\_, pay you, in any manner in which you may direct, the amount of INR \_\_\_\_\_/- ( INR \_\_\_\_\_ Only ) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s \_\_\_\_\_ and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s \_\_\_\_\_.

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to SPV/PURCHASE COMMITTEE hereunder.

The amount stated in any notice of demand addressed by SPV/PURCHASE COMMITTEE to the Bank as claimed by SPV/PURCHASE COMMITTEE from the supplier or as suffered or incurred by SPV/PURCHASE COMMITTEE on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and SPV/PURCHASE COMMITTEE be conclusive of the amount so claimed or liable to be paid to SPV/PURCHASE COMMITTEE or suffered or incurred by SPV/PURCHASE COMMITTEE, as the case may be and payable by the Bank to SPV/PURCHASE COMMITTEE in terms hereof.

You (SPV/PURCHASE COMMITTEE's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contact with the said M/s and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s

\_\_\_\_\_ which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. .... which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute/ disputes have been raised the said M/s \_\_\_\_\_ and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s. \_\_\_\_\_ but shall in all respects and for all purposes be binding and operative until payment of all dues to SPV/PURCHASE COMMITTEE in respect of such liability or liabilities.

Our liability under this guarantee is restricted to INR.....Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within three months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed INR \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to \_\_\_\_\_ & unless a suit for action to enforce a claim under guarantee is filed against us within three months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after three months from the date of expiry of this Bank guarantee.
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before .....
- D. The Bank guarantee will expire on .....granted by Bank.

Yours faithfully,

SEAL OF THE BANK

(On company Letter Head)

## CHECK LIST

Bidders are requested to note the following points in this check list and ensure to upload the applicable documents/enclosures/attachment along with the Pre-Qualification-cum-technical bid to comply with the tender terms and conditions.

Sr. No.	Item Description	Attached ( Yes/ No)	Page No.
1	Copy of the Proprietorship, Partnership deed/ Memorandum of article (whichever is applicable) along with firm/company registration documents and Annexure I authorization to sign the bid documents.		
2	Details of payment of Earnest Money Deposit (EMD) thru online payment Rs1,50,000/= (Rupees One Lakh Fifty Thousand only)		
3	Duly Signed including Technical Bid in prescribed format along with Duly filled Certificate of authority as per format given at <b>Annexure-I</b> and Bid Form as per format given at <b>Annexure-II</b> .		
4	Copy of GST and PAN Registration certificate, Copy of GSTR-3B & GSTR-1 return, Copy of latest Income Tax Return etc.		
5	OEM authorization letter as per <b>Annexure X</b> and Declaration by Agents/ Associates of Foreign Principals as per <b>Annexure XI</b> , in the case of tender submitted by Authorized Dealer/Authorized agency.		
6	Pre-Qualification documents as per <b>Annexure V</b> , like Copy of Supply Orders / Contracts/ Agreements for similar work, executed by the bidders in last seven (seven) years along with the commissioning report and performance certificate duly issued, signed and stamped by the purchasing organization/customer or mutually issued signed and stamped by the purchasing organization/Customer and supplier. Copy of the purchase order / work completion report shall be shared with contact details of the buying organization/Customer.		
7	Technical Compliance Document with detailed technical specification, make, model and cross reference compliance with the data sheets/Original Product Literature / Photograph of machinery quoted in the tender.		
8	Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India. <b>Annexure-VII</b> in the tender document.		
9	MSME Declaration & certification from Practicing Chartered Accountant – Refer <b>Annexure-VI</b>		

10	Declaration on Blacklisting/Holiday listing as per Annexure-VIII		
11	Techno-Commercial Deviation as per Annexure- IX		

I/We further undertake to produce on demand the original certificate / permission / documents/ clarification etc. for verification at any stage during the processing of the tender.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

## Annexure V

<b>PRE-QUALIFICATION CRITERIA</b>			
Tender Reference No. :		Dated:	
M/s.			
Offer No.			
S.NO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
<p>Note: The bidders who intend to participate in the e-tendering process shall meet all the following minimum technical &amp; commercial pre-qualifying criteria requirements and only such qualified bidders shall be pre-qualified for further evaluation. The documents noted below and as per the tender conditions to prove their pre - qualification criteria shall be submitted along with the un-priced Pre-Qualification-cum-Technical bid.</p>			
<b>1.0</b>	<b>Technical Criteria:</b>		
1.1	<p>The bidder, (OEM or his authorized dealer or authorized agency) should have experience in the supply, erection, installation and commissioning of at least three similar units of each wood processing machinery quoted in this tender, in the immediately preceding seven financial years, before the date of submission of the offer. (Similar units means machineries with same technical specifications, production capacity as in the machineries in this tender, or higher versions, which the bidder quoted against the machineries in this tender)</p>	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
1.2	<p>The bidder should be manufacturer of the quoted machineries or their authorized distributor or agent. In case of bid submission by authorized distributor or agent, the bidder has to upload valid OEM's authorization letter in the attached format in Annexure X and Declaration by Agents/ Associates of Foreign Principals as per Annexure XI. These Annexures shall be prepared and uploaded as advised there in the Annexures along with the Pre-qualification-cum-technical bid.</p> <p>OEM or their authorized distributor or agent can participate in the tender, but both cannot be participated in the same tender.</p>	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
<b>2.0</b>	<b>Financial Criteria:</b>		
2.1	<p>The gross annual average turnover of the bidder/OEM shall not be less than Rs.40 lakhs. (Rupees Forty Lakh Only) in the immediately preceding three financial years ending on 31st March, 2022.</p>	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
2.2	<p>The financial net worth of the bidder as per the latest audited annual report shall be positive. "Net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not</p>	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	

	include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.		
<b>3.0</b>	<b>Documents to be submitted towards Pre-Qualification</b>		
<b>3.1</b>	<b>1. Technical criteria</b>		
	a. The bidder / OEM shall submit all relevant documents like purchase orders/contract/work order etc. to prove their proven track record from at least three customers for the quoted machineries including the detailed reference of the buying organization/Customers. The name and address details of the customers, current contact details and email ids of the customers are mandatory.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
	b. Performance Certificate from at least one customer, showing the satisfactory supply, and working of the supplied machinery for the last one year just before the bid submission date, duly signed and stamped by the supplier and the buying organization/customer, either in the letter head of the supplier or in the letter head of the buying organization/Customer.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
	All documents in support of the Technical Criteria to be uploaded by the bidders shall necessarily be duly certified and attested by the authorized person to participate and sign the documents for participating in the tender and attested by Notary public with his legible seal and signature with date.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
<b>3.2</b>	<b>2. Financial Criteria</b>		
	a). The Audited Balance sheet and Profit and Loss Account statement for the preceding three financial years (2019-20, 2020-2021 & 2021-22) shall be submitted along with Pre-Qualification-cum-technical bid.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
	b). Certificate showing the 'net worth' of the bidder 'positive' as per the latest audited Balance sheet for the financial 2021-22.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
	All relevant documents uploaded in support of financial criteria shall be duly certified by the statutory Auditor of the Bidder and a practicing Chartered Accountant with his legible seal/signature and UDIN number.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
<b>4.0</b>	The Bidder shall not be on the Holiday List of any Government or PSU or government Organization in India and shall upload the declaration for the same as per Annexure-VIII along with un-priced Pre-Qualification-cum-Technical Bid.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
<b>5.0</b>	<b>Note to Bidders</b>		

5.1	Bidders to submit the following Documents along with the un-priced Pre-Qualification-cum-Technical Bid, in addition to the other documentary requirement mentioned elsewhere in this tender.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.2	Company profile indicating organization structure of bidding entity.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.3	Bidder should ensure submission of complete information/ documentation in the first instance itself. Pre-Qualification may be completed based on the details so furnished without seeking any subsequent additional information. Failure to meet the above Pre-qualification criteria will render the bid to be summarily rejected.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.4	Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (email address/ contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about performance of the system installed at their location.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.5	Submission of authentic documents is the prime responsibility of the bidder.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.6	All documents uploaded against this tender in the e-tender portal shall only be in English. In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of bidder's country.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.7	Bidder should ensure submission of complete information/ documentation in the first instance itself. Pre-Qualification may be completed based on the details so furnished with or without seeking any subsequent additional information. Failure to meet the above Pre-qualification criteria will render the bid to be summarily rejected.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	
5.8	All the certified documentation towards Pre-qualification criteria shall be uploaded by the bidder on e-tendering website mentioned above along with the Pre-qualification-cum-technical bid only.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT TO BE ENCLOSED	

(Signature with date)  
(Name and designation)  
Duly authorized to sign Bid for and on  
behalf of

(Name & address of the Bidder and Seal of  
Company)



**Provisions for Micro and Small Enterprises under  
Public Procurement Policy (PPP), 2012**

In line with the Public Procurement Policy (PPP), 2012 for Micro & Small Enterprises (MSEs) issued by the Ministry of Micro, Small & Medium Enterprises and its subsequent amendments, Purchase Preference for MSEs shall be applicable subject to following terms and conditions:

Ministry of MSME vide Gazette notification no.2119 (E) dated 26-06-2020 had notified the re-classification of enterprises as Micro, Small and Medium Enterprises and started a new process of MSME registration known as Udyam Registration (for complete details of policy, refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Bidders claiming purchase preference as MSE under Public Procurement Policy as per Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 / Public Procurement Policy Order 2012 and subsequent amendments need to submit the following documents:

Micro and Small Enterprises (MSEs) shall be required to submit self-attested copy of all the pages of valid Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012. An Enterprise registered prior to 30-06-2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period up to 31-12-2021. Such Enterprise shall submit valid EM Part-II Certificate or Udyog Aadhaar Memorandum (UAM) or National Small Industries Corporation (NSIC) Certificate or Registration Certificate from District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises in the Public Procurement Policy of MSEs-2012 and subsequent amendments.

Vendor's Declaration / Affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the Unit for which MSE Certificate has been submitted.

Certification from a practicing Chartered Accountant (CA), as per the enclosed format, (dated after the date of floating of tender and specific to the tender for which bid is being submitted) (not applicable in case of submission of valid NSIC certificate).

In case the bidder is a Micro or Small Enterprise with valid Registration certificate as prescribed above, then Purchase Preference under Public Procurement Policy, 2012 for MSEs shall be applicable and (i) Tender Documents shall be issued to MSEs free of cost, (ii) MSEs shall be exempted from payment of EMD.

**Purchase Preference for MSE:**

In Tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of the total tendered quantity / value. In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity), which is as admissible under the prevailing procurement policy for MSEs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

Further, out of above 25%, 4% shall be from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

In addition, out of above 25%, 3% shall be from MSEs owned by Women entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by women entrepreneurs.

If the MSE is owned by SC/ST or Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

**Notes:**

1. In case of non-divisible tenders, an MSE quoting in the price band of L1+15% shall be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned. In case of more than one such MSEs are in the price band of L1+15%, then L1 MSE will be offered first and if matches the L1 price, MSE shall be allowed to supply and installation of total tendered quantity. If L1 MSE does not match L1 price, other MSEs falling in range of L1+15% band will be offered in order of L2 MSE, L3 MSE etc. until they match L1 price. No separate preference to be given to MSE owned by SC/ST or Women Entrepreneurs over MSE owned by General person.
2. In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered based on the original prices of L1 bidder, not the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).
3. Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for Works contracts where supply of goods not produced by the MSEs is also involved.

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

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY.**

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits, turnover and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy as per MSMED Act, 2006 and Public Procurement Policy Order 2012 and their revisions for the tender mentioned above.

Micro Enterprise –

Small Enterprise –

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

(Membership No. of CA along with certification / stamp)

(Unique Document Identification Number-UDIN)

## Annexure to Bid Form: Eligibility Declarations

(To be submitted as part of tender/Technical Bid)  
(on company letter head)  
(Along with supporting documents, if any)

Tender Document No.....  
Tender Title:.....

Bidder's Name:.....  
(Address and contact details)

Bidder's Reference No..... Date:.....

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

\_\_\_\_\_  
(Signature with date)

\_\_\_\_\_  
(Name and designation)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_  
(Name & address of the Bidder and Seal of Company)

## **Annexure-VIII**

(To be submitted as part of tender/Technical Bid -on company letter head)

### **PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING**

We hereby declare that we have not been placed on any holiday list or black list declared by Central or State Government or any of their Public Sector Undertakings except as indicated below.

(If not black listed/holiday listed – mention “NIL”)

It is understood that if this declaration is found to be false in any particular respect, SPV/Purchase Committee shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

## Annexure-IX

(In Bidders letter head)

### TECHNO-COMMERCIAL DEVIATION SHEET

Tender Reference No.....dated.....

Quote NO.....dated.....

Serial No.	Tender condition applicable – (commercial or technical)	Conditions accepted.	Modifications	Reasons for change
1				
2				
3				
4				
5				
6				
7				

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on  
behalf of

(Name & address of the Bidder and Seal of  
Company)

## OEM's Authorization Letter

(On Company Letter Head - To be submitted as part of Technical bid)

OEM's Name\_\_\_\_\_

[Address and Contact Details]

OEM's Reference No.\_\_\_\_\_ Date.....

Head of Procurement, Procuring Organization

[Complete address of the Procuring Entity]

Dear Sirs,

Ref: Your Tender Document No. Tender No..... Tender Title: .....

- 1) We....., are proven and reputable manufacturers of the Tendered Goods. We have factories at..... We hereby authorize Messrs..... (name and address of the authorized dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is....., dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than Messrs.....  
..... ( name and address of the above-authorized dealer) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under:
  - (a) Name of the Company:.....
  - (b) Complete Postal Address: .....
  - (c) Pin code/ ZIP code: .....
  - (d) Telephone nos. (with country/ area codes): .....
  - (e) Fax No.: (with country/ area codes): .....
  - (f) Mobile Nos.: (with country/ area codes): .....
  - (g) Contact persons/ Designation: .....Email ID...
- 5) We enclose herewith, as appropriate, our----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

[signature with date, name, and designation]

for and on behalf of Messrs.....

(Name & address of the OEM and seal of company)

## Declaration by Agents/ Associates of Foreign Principals (Required only for Agents/ Associates of Foreign Principals)

(On Company Letter Head)

(Along with supporting documents, if any) (To be submitted as part of Technical bid)

Agent's Name [Address and Contact Details]

Principal's Reference No.....

Date.....

Head of Procurement Procuring Organization

[Complete address of the Procuring Entity]

Dear Sirs,

Ref: Your Tender Document No. Tender No..... dated.....

1) We are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/ OEM, Messrs.....(name and address of the principal to associate with them for participation in this Tender Process.

2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

3) The required details are as follows:

- i. Name of the Agent/ Associate:.....
- ii. Documents regarding ownership pattern: as appropriate — Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
- iii. Year of establishment:.....
- iv. Sister Concerns. ,
- v. Corporate Identity No. (CIN): .....
- vi. Aadhar Card of Owner/ CEO/ Partner
- vii. PAN number: .....
- viii. Complete Postal Address: .....
- ix. Pin code/ ZIP code: .....
- x. Telephone nos. (with country/ area codes): .....
- xi. Mobile Nos.: (with country/ area codes): .....
- xii. Contact persons/ Designation: .....
- xiii. Email IDs: .....
- xiv. Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM)



- xv. GSTIN number: in Consignor and Consignee States
- xvi. Registered office from where agency/ association services would be mainly provided for GST Purpose: .....
- xvii. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

4) Details required regarding the foreign principal/ OEM are given below.

- i. Name of the Company:.....
- ii. Nationality/ Country of operation/ incorporation.....
- iii. Status: Manufacturer or agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- iv. Complete Postal Address: .....
- v. Telephone nos. (with country/ area codes): .....
- vi. Mobile Nos.: (with country/ area codes): .....
- vii. Contact persons/ Designation: ..... Email IDs: .....

5) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.

6) We enclose herewith: as appropriate, our Bye-Laws/ Registration Certificate/Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.

Yours faithfully,

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the Agents/ Associates of Foreign Principals & seal of company]