



M/S END POVERTY

2nd Floor, Munshi Ram House, Opp.
Andhra Bank, Badshahpur, Gurgaon-122101
Contact:8506853209 | nitin@endpovertyindia.org



NOTICE INVITING RE-TENDER

End Poverty at 2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101 invites tender in a sealed cover under **Double bid (Technical and Financial Bid)** from eligible **Manufacturers (OEM), Authorized distributors for supply of machineries and equipments** in supply of machineries to agro and food processing industries prior to the date of issue of this tender notice for establishment of Common Facilities Centre of **Tijara Fruit And Vegetable Cluster** on turnkey basis at **Bhalesar, Teh – Tijara, District- Alwar, Rajastan- 301707** for **Dinker Agriculture Producer Company Limited (SPV)**.

Date of Commencement of Retender	Last date and time of submission of tender	Date and time for opening of Technical Bid	Cost of tender paper
20-07-2021	02-08-2021	03-08-2021	Rs.10,000

A complete set of the Bid documents containing the details of the terms and conditions may be downloaded from the website: **www.endpoverty.org.in** and the same can be submitted along with the cost of tender paper on the shape of Bank Draft. Any corrigendum/ addendum/ information related to this will only be uploaded to the **END POVERTY website** which will not be published in Newspapers. The authority reserves the right to accept/reject any part or all the bids without assigning any reason thereof. The authority has the right to increase/decrease/cancel the quantity without assigning any reason thereof.

**PRESIDENT
END POVERTY**

INDIAN MICRO ENTERPRISES DEVELOPMENT FOUNDATION (IMEDF)

B-32, Tara Crescent, Qutab Institutional Area,

New Delhi – 110016

Ph: +91-11-2654-4144

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END POVERTY

2nd Floor, Munshi Ram House, Opp. Andhra Bank,

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TENDER DOCUMENTS

For

SUPPLY, INSTALLATION AND TRIAL RUNNING OF MACHINERIES AND EQUIPMENTS

To Establish:

COMMON FACILITY CENTRE (CFC) OF

DINKER AGRICULTURE PRODUCER COMPANY LIMITED (SPV)

At Bhalesar, Teh – Tijara, District- Alwar, Rajasthan- 301707



M/s END POVERTY

2nd Floor, Munshi Ram House, Opp.
Andhra Bank, Badshahpur, Gurgaon-122101

Contact:8506853209 | nitin@endpovertyindia.org



RE-TENDER NOTICE

(Supply, Installation and trial running of the machineries and equipment's for Dinker Agriculture Producer Company Limited (SPV) of **Tijara Fruit and Vegetable Cluster** on turnkey basis at **Bhalesar, Teh – Tijara, District- Alwar, Rajasthan- 301707**)

Sealed tenders are invited from Manufacturers and Authorized distributors for supply of machineries and equipments for establishment of Common Facility Centre at: **Bhalesar, Teh – Tijara, District- Alwar, Rajasthan- 301707** being facilitated by **End Poverty** at **2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101**. Re-Tender should be submitted in double bid system (technical and financial bid separately) along with earnest money of **₹ 1,88,722 (Rupees One Lakh Eighty-Eight Thousand Seven Hundred Twenty-Two Only)** if bidding for all the tendered machines (Package- I and II). If bidding for the individual packages, then the following amount needs to be deposited in shape of DD as Earnest Money Deposit:

Package	EMD
I	₹1,68,722 (One Lakh Sixty-Eight Thousand Seven Hundred Twenty-Two only)
II	₹ 20,000 (Twenty Thousand Only)

The completed tender papers in all respects should be submitted at the following address: **END at 2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101** up to **05.00 PM of Dt. 02.08.2021**.

Tenders received will be opened in the presence of the Working Committee of the proposed Common Facility Centre on **Dt. 03.08.2021** at 11.00 AM either physically or on virtual platform.

Tender form can be obtained from the office i.e., **END at 2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101** on any working day between **Dt. 20.07.2021 to Dt. 01.08.2021** from 10.00 AM to 5 PM. Tender forms can also be downloaded from the website of **END POVERTY** i.e., **www.endpoverty.org.in**

The details of works and Terms & Conditions are available in the Re-tender Form. President, **END POVERTY** reserves the right to cancel any or all the Retenders without assigning any reason.

**PRESIDENT
END POVERTY**

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1. PREAMBLE

Ministry of MSME, Government of India has formulated “**Scheme of Fund for Regeneration of Traditional Industries (SFURTI)**”, for the development of Village industries and Coir clusters in order to organize the traditional industries and artisans for their growth and long-term sustainability. **IMEDF, NEW DELHI** as 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:

1. Special Purpose Vehicle (SPV) is formed to develop and manage the cluster
2. Implementing Agency (IA) is appointed to undertake scheme implementation
3. Technical Agency (TA) is designated to assist and guide the scheme implementation

TIJARA FRUIT AND VEGETABLE CLUSTER is approved under the scheme.

DINKER AGRICULTURE PRODUCER COMPANY LIMITED is the Special Purpose Vehicle (SPV) of the Cluster.

END POVERTY is the Implementing Agency of the cluster.

INQUISIT CONSULTANTS is the designated Technical Agency for the cluster.

The scheme envisages establishment of upgraded production infrastructure, as the Common Facility Center (CFC), for manufacturing of agro-based products and stipulates that the Building Construction and Machinery Procurement for the establishment of CFC should adhere to the General Financial Rules (GFR) of Government of India. Accordingly, the tender procedures are being undertaken for construction of the CFC and procurement of machineries, equipments and its accessories.

Dinker Agriculture Producer Company Limited, the Special Purpose Vehicle (SPV) of **Tijara Fruit and Vegetable Cluster** having the administrative office at **2nd Floor, SS properties Opposite OBC Bank, Alwar Road, Tapukara-301707** is establishing a Common Facility Centre (CFC): **Bhalesar, Teh – Tijara, District- Alwar, Rajasthan- 301707** with the financial assistance from the Government of India under SFURTI.

In this context, on behalf of the SPV, **Dinker Agriculture Producer Company Limited**, the Implementing Agency (IA) of **Tijara Fruit and Vegetable Cluster- End Poverty** having its administrative office at **2nd Floor, Munshi Ram House, Opp. Andra Bank, Badshahpur, Gurgaon-122101** invites sealed tenders from **Manufacturers, Authorized distributors for supply of machineries and equipments** (Having minimum three years of experiences in supply of machineries for agro and food processing industries) for establishment of Common Facilities Centre at **Bhalesar, Teh – Tijara, District- Alwar, Rajasthan- 301707**.

The tender comprises of 1 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 in the tender. The Tender notification has been published fixing the date of opening of tender as **09.07.2021 at 11.00 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 **TIJARA FRUIT AND VEGETABLE CLUSTER**, on a turnkey basis. The tender comprises of 2 packages.
- b) The detailed specification is given in **Annexure-I**.
- c) The successful tenderer should adhere to the schedule of supply as prescribed in the schedule of supply. The location of contract execution is at **CFC: Bhalesar, Teh – Tijara, District- Alwar, Rajasthan- 301707**. The successful tenderer should undertake supply, erection, commissioning and performance testing in the above said location.

3. QUALIFICATION CRITERIA

CLAUSE	QUALIFICATION CRITERIA	SUPPORTING DOCUMENTS
3(A)	The tenderer should be a registered legal entity.	i) In case of Private / Public Limited Companies <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association (ii) In case of Partnership Firm <ul style="list-style-type: none"> • Registered Partnership deed (iii) In case of Proprietorship Concern <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST Registration Certificate / PAN Card.
3(B)	The tenderer should be an eligible manufacturer/ authorized dealer of Original Manufacturer of the machinery.	(i) In case of Manufacturer, <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST registration. (ii) In case of Authorized dealer of the Manufacturer, <ul style="list-style-type: none"> • Valid Dealership certificate from OEM

3(C)	The tenderer should have at least 3 years of experience (as on 31 st March 2021) in the field of manufacture/sales of tendered items, for which the bidder bids.	(i) Purchase orders issued by clients. (ii) Performance certificate issued by clients. (iii) List of similar works executed in last 3 years as per Annexure-V
3(D)	The tenderer should have been awarded and successfully completed at least three works of similar nature in the last 3 years (as on 31 st March 2021).	(i) Work orders issued by clients. (ii) Performance certificate issued by clients.
3(E)	Average turnover during the previous three consecutive financial years (FY- 2017-18,2018-19, 2019-20 and 2020-21) should be at least rupees 1.25 crore, if applying for package I or both. Average turnover during the previous three consecutive financial years (FY- 2017-18,2018-19, 2019-20 and 2020-21) should be at least rupees 50 lakhs, if applying package II only.	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 previous 3 consecutive financial years.
3(F)	The tenderer should not have been blacklisted for supply of any items or services by any Government departments/Private Agency	The declaration form as per Annexure VI should be enclosed. Also, the Notarized Copy needs to be submitted.

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

The tender can also be obtained from the office i.e., address: **END POVERTY, at 2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101 on any day between dt.20/07/2021 to 02/08/2021** from 10.00 AM to 05.00 PM by payment of Rs. 10,000/-.

Tender forms can also be downloaded from the website i.e., **www.endpoverty.org.in**. A demand draft of Rs. 10,000/- purchased in favor of **“DINKER AGRICULTURE PRODUCER COMPANY LIMITED”** should be enclosed along with the Technical Bid for the Tender Forms downloaded from the website.

6. PRE-BID MEETING

Pre-Bid is not necessary as we are going for re-tendering.

7. CLARIFICATION OF THE TENDER DOCUMENT

The tenderers may ask for queries on 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 “**2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101**” or by e-mail to **info@endpovertyindia.org**. IA will upload the clarification on **www.endpoverty.org.in**.

It is binding on the part of tenderers to check the above-mentioned website for any amendments or clarifications posted during the entire tender process.

8. AMENDMENT OF THE TENDER DOCUMENT

To issue Amendment; IA in consultation with NA/TA 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/working committee. Any such addendum or corrigendum will be uploaded on **www.endpoverty.org.in** and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

9. AUTHORIZATION OF THE TENDERER

The Tender should be signed on each page by the tenderer or by the person who is duly authorized for the same by the tenderer.

10. SUBMISSION OF TENDER IN TWO COVER SYSTEM

- i. **The tender comprises of 1 package. 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 for 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.**

- ii. 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.
- iii. Tenders should be submitted in **two parts for each package separately**:

Part I will cover **TECHNICAL BID**

Part II will cover **FINANCIAL BID**
- iv. 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.
- v. Tenderers are requested to place Part I and Part II documents in separate sealed covers.

Part I cover to be superscripted as **“Part I – Technical bid”**

Part II cover to be superscripted as **“Part II – Financial bid”**

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 superscripted as **“Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Centre of TIJARA FRUIT AND VEGETABLE CLUSTER on Turnkey basis”** and addressed to **“END POVERTY”** 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.**
- vi. Tenders should be dropped only in the tender box kept at the office of IA i.e. **“2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101”** on or before 05:00 PM on **02/08/2021**. Tenders will not be received by hand.
- vii. A tender once submitted shall not be permitted to be altered or amended.
- viii. Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 05.00 PM on **02/08/2021**. Tenders received after the specified time will not be considered and IA will not be liable or responsible for any postal delays.

11. EARNEST MONEY DEPOSIT

- i. The Tender should be accompanied by an Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft drawn from any Banking Branch in favour of SPV Account “**DINKER AGRICULTURE PRODUCER COMPANY LIMITED**”. EMD is given below:

Package	EMD
I	₹1,68,722 (One Lakh Sixty-Eight Thousand Seven Hundred Twenty-Two only)
II	₹ 20,000 (Twenty Thousand Only)

- ii. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful tenderers at the earliest on the expiry of final bid validity and latest on or before the 30th day of the award of contract. **The bids received without EMD will be summarily rejected.** Exempted bidder should submit relevant supporting documents (Declaration, Certificate of Exemption with Udyog Aadhar Number). Only NSIC or MSME certified bidders will be exempted from paying EMD.
- iii. 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.
- iv. 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

- i. The rate quoted in the Tender should be valid for the acceptance by the IA for a minimum period of 100 days from the date of opening of the Tender.
- ii. 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

- i. The tender box will be closed at 5.01 PM as per the office clock on **02/08/2021 (Place of tender submission- IA’s Office at 2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101)** and the received tenders in the tender box will only be considered. Tenders received after

specified date and time will not be accepted. The Tender will be opened by the Tender committee at 11.00AM on **03/08/2021** 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: **2nd Floor, Munshi Ram House, Opp. Andhra Bank, Badshahpur, Gurgaon-122101**. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.

- ii. 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.
- iii. If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be opened at 11.00 AM on the next day.
- iv. 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.
- v. After the completion of evaluation of technical bids, the tenderers declared as qualified by the Committee, will be informed the date of opening of Financial Bid **(Part II)**.

14. PRICE OFFER

- i. The Financial bid should be kept only in the Part II cover.
- ii. The Financial bid should be prepared as per Annexure-IX.
- iii. The price should be neatly and legibly written both in figures and words.
- iv. In case of discrepancy between the prices quoted in words and figures lower of the two shall be considered.
- v. If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- vi. **Part-II (Financial 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

- i. The Tender committee will examine for complete, properly signed and error-free nature of the **Financial Bid (Part II)**.
- ii. The comparison of the rates offered shall be based on the total inclusive rates offered (i.e., sum of all inclusive rate offered for all the tendered items).

16. AWARD OF CONTRACT

- i. The Tenderer who has quoted lowest price (L1) will be issued the 'Letter of Acceptance' by the Implementing Agency.
- ii. In unavoidable circumstances, such as receipt of very limited bids or the proposal prices are substantially higher than the market value / updated cost estimate or available budget, the committee may decide upon resorting to Negotiation with the lowest evaluated responsive bidder. In such cases, the Tenderer who has quoted lowest price (L1) will be invited for negotiations and after finalizing the negotiated rate, Letter of Acceptance will be issued.

17. SECURITY DEPOSIT

- i. On receipt of the Letter of Acceptance from IA, the successful tenderer should remit a Security Deposit (SD) of **3%** of the value of the contract in the form of Account payee Demand Draft from any Banking Branch or irrevocable Bank Guarantee with a validity period of one year in favour of **"DINKER AGRICULTURE PRODUCER COMPANY LIMITED"**, within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
- ii. Any other amount pending with IA will not be adjusted under any circumstances, against the Security Deposit if so requested.
- iii. 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.
- iv. Security Deposit amount remitted will not earn any interest.

18. AGREEMENT

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

19. ISSUE OF PURCHASE ORDER

After payment of Security Deposit and successful execution of the agreement, Purchase Order will be released within 10 days by the IA. The successful tenderer should complete **the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Centre of TIJARA FRUIT AND VEGETABLE CLUSTER** within 100 days from the date of receipt of Purchase Order.

20. SCHEDULE OF SUPPLY

- i. The specification of machineries, equipments and its accessories should be as per Annexure-I.
- ii. The supply, erection & commissioning and performance test of machineries, equipments and its accessories shall be completed within 100 days from the date of issue of purchase order. Delay beyond this period will attract penalty.
- iii. The machineries, equipments and its accessories should be delivered and installed at the address as given below:

Package	EMD
I	₹1,68,722 (One Lakh Sixty-Eight Thousand Seven Hundred Twenty-Two only)
II	₹ 20,000 (Twenty Thousand Only)

- iv. 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.
- v. In the event of non- performance of the contractual provisions or failure to effect the supply, erection & commissioning and performance test within the stipulated time or during the extended period and if it is found that the supplier, has not fulfilled the contractual obligation with IA in any manner during the currency of the contract or also found on later date, Tender Committee reserves the right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 3 years.
- vi. Every step will be taken by the IA to make infrastructure ready at the scheduled time of dispatch of Machinery, equipments and its accessories. If there is any delay due to any reason on the part of the IA, release of payment will be considered on the basis of delivery schedule given in Purchase Order.

21. PERFORMANCE TEST

- i. The successful tenderer shall demonstrate the performance of the machineries, equipments and its accessories in complete conformity with the relevant technical specifications and performance parameters as specified in the Purchase Order.
- ii. This demonstration should be done as stipulated by the IA.

- iii. 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.

22. TRAINING OF STAFF

- i. 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.
- ii. The successful tenderer should provide 2 hard copies and soft copies of brochures & operation manuals for the machineries, equipments and its accessories to IA.

23. PERFORMANCE GURANTEE

- i. The machineries, equipments and its accessories are to be guaranteed for a period of 12 months from the date of completion of performance test against manufacturing defect, bad workman ship or poor performance.
- ii. During performance guarantee period of 12 months the successful tenderer should attend any call from IA immediately, in case of any problems, related to operation or malfunctioning of the machinery, equipments & accessories, without any delay for regular operation of the machinery. The above service should be done at Free of cost.
- iii. The successful tenderer should submit bank guarantee equivalent to 3% of the total value of contract valid for 1 year towards performance guarantee.
- iv. 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

- i. **20%** of contract value will be paid as advance on execution of agreement against Bank guarantee. The Tenderer should produce Bank guarantee for the equal amount, which should be valid for a minimum period of 12 months. If necessary, the bank guarantee should be extended for the required period as requested by IA.
- ii. **50%** of the contract value will be paid, against bills, on receipt of the complete set of machinery, equipments and its accessories as per the order in full in good condition, at the CFC site, after acceptance by the tender committee.

(OR)

Alternatively, the bidder may opt for **70%** of Contract value on supply of the complete set of machinery, equipments and its accessories as per the order in good condition, at the CFC site, after acceptance by the tender committee, instead of claiming first installment of **30%** as advance payment against bank guarantee.

- iii. **20%** of the contract value will be paid on successful completion of performance test.
- iv. The balance 10% 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.
- v. 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

- i. Failure to execute the entire contract within **100 days** from the date of issue of work order will attract a **penalty of 1% per 30 days**, on the full value of the contract up to a **maximum of 10%**. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- ii. The response time for attending the complaint raised by IA has to be **within 48 hours** and resolution time for the same has to be **within the next 48 hours**. Failure to comply with the above time line will attract a **penalty of Rs.1000/- per day**.
- iii. Any delay on the part of IA should be intimated and sorted out immediately without affecting the progress of works.

26. TERMINATION OF CONTRACT

IA reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or for any of the reasons.

27. GENERAL CONDITIONS

- i. Conditional tender in any form will not be accepted.
- ii. Any notice regarding any matters, to the contractor shall be deemed to be sufficiently served, if given in writing to his usual or last known place of business.
- iii. Tender committee reserves the right to relax or waive or amend any of the tender conditions.
- iv. The successful tenderer shall not outsource/off load either full or part of the work to any other agency / individual
- v. 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

- i. 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 **IMEDF, NEW DELHI** for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.
- ii. The venue of the Arbitration shall be at **IMEDF, NEW DELHI**. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- iii. 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 in **Rajasthan**.

29. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the state of **RAJASTAN** only.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE-I

PACKAGE -I

SL.NO	LIST OF MATERIAL	H.P.	QUANTITY
A	FOR USAGE AT CLUSTER		
1	Smart Android Terminal (Handheld)	-	4
2	Bluetooth Serial Device	-	4
3	Electronics Weighing Scale - 100 kgs. with 600*600 mm platform - Powder Coated, SS top (FG00036) Everest Electronics Weighing Scale - 100Kg 600*600 mm Powder Coated AC	-	4
B.	FOR USAGE AT WAREHOUSE		
1	Smart Android Terminal (Table-top)	-	1
2	Electronics Weighing Scale - 1,000 kgs. with 750*750 mm platform - Powder Coated, SS top (FG00999) Everest Electronics Weighing Scale - 1,000Kg 750*750 mm P-202 Powder Coated-DC	-	1
3	Bluetooth Serial Device	-	1
C	Sorting & Grading		
1	Feeding Cum Inspection Belt Conveyor M.O.C: CNC fabricated M.S sheet metal work with powder coating finish. Framework of M.S. structural members of different sections. Length conveyor: 2480 mm. Width conveyor: 900 mm of belt. Belt: 2 mm PVC Driver: 0.75 KW, 3 Ph.	-	1
2	Washing Cum Sponing Section: M.O.C: CNC fabricated M.S sheet metal work with powder coating finish. Framework of M.S. structural members of different sections. Length: 2000 mm. Roller length: 1000 mm No. of rollers: 15 Nylon bristle rollers: 8 Sponge rollers: 7 Water pump: 0.5 HP with pipeline and sprinkler system Driver: 0.75 KW, 3 Ph.	-	1

3	4 Lane Diametric Grader: O/A length 3200 mm approx... O/A width 3200 mm. Belt width 250 mm each Belt PVC green Rollers Nylon core. No of Sizes 4 No of lanes 4 Power: Total 4 HP, 3 Ph M.O.C CNC fabricate M.S sheet metal components with powder coated. M.S frame work of different structural members.	4hp	1
4	EXIT BELTS: O/A length: 3200 mm. Belt width: 250 mm each Belt: PVC green No of Belts: 4 M.O.C: CNC fabricate M.S sheet metal components with powder coated. M.S frame work of different structural members. Power: Total 1 HP, 3 Ph	1 hp	1
5	Control Panel	-	1
D	CRATES		
1	Storage Crates	-	600
E	Crate Washer		
1	Washmatic Rack Washer - Model WM820 - Theoretical capacity (Crates/hour): 200 - Electronic controls - Control panel at Bottom - Dry run protection .- Single phase Machine	-	
2	Washmatic Detergent -Packaging 25 L		
3	Washmatic Liquid Rinse Agent Concentrate -Packaging 25 L	-	
F	COLD ROOM RIPENING CHAMBER		3
1	Cold Room Ripening Chamber External Over all Room Dimensions (LX B X H): 15 ft x 20 ft x 9 ft Height (Over all sizes External) Desired temperature range: +4 OC + 2 OC Ambient Temperature: 45 Deg. C	-	

	<p>Product stored: Fruits and Pomegranate Product incoming qty: 6000 Kg Approx Product incoming temperature: +25 to 30 OC pre cooled Pull down time desired: 24 hours No of Door openings / day: 2 to 4 times during day for 1 to 1½ min duration Any people working in the CR & duration: 2 person /hour/day (assumed average) Wall & Ceiling Insulation and thickness: 60 mm thick PP/PP BSL make Cyclopentane PUF Panels Floor insulation and thickness: 60mm puff slabs{Water Proofing PCC & Kota Flooring under customer scope} Door type and size: Flush Type self-closing swing Door with PPGI lamination inside & outside.60mm thick. 34” x 78” clear opening Accessories: Anti-condensation lock, Posi seal closure, Human safety release knob.1 No' No of Doors: 1 Product stacking details: On Racks Refrigeration systems and model: RUAH04012KP Refrigerant: R-22 Split type & AIR cooled No. of refrigeration system each room: 1 each Room Refrigeration machine capacity: 40000 BTU/Hr unit Controller: Digital Controller Compressor make: Emerson Scroll Hermetic energy efficient compressor Compressor Type: Air Cooled Power supply: 410 V/ 3 PH / 50 Hz Evaporator: SS 304 casing. 2 Fans Motor unit. Up to 40 ft air throw Power Consumption: 4.2 units per hr/Actual Runtime 16 to 18 hr day. Per Mach. (Total Load 5.5 KW per Machine)</p>		
2	<p>BSL MAKE COLD ROOM PANELS 60mm the size of Room 40000 BTU/hr</p>	-	1
3	<p>Pre-Cooling and Cold Store (15*20)</p>		3
		-	

PACKAGE II SOFTWARE SOLUTION			
1	<p>IT Services: Software Solution - General Software Solution for Retail Application fully integrated with the hardware system i.e., weighing scale, billing system and with central application system.</p> <ul style="list-style-type: none"> • Android based mobile application must Capture all farmer members details in to the system – member code, district, village, personal details etc. • Capture Fruit and vegetables item details to be procured from farmer members on daily basis. <p>Rate chart and billing management system</p> <ul style="list-style-type: none"> • Manage and maintain computerize details of items received and dispatched to warehouse • Computerize inventory management of Item procured from farmer members • Item dispatched to external agencies for further sale process • Computerize payment to the farmer members • Generate computerize reports (MIS) to take effective decisions 	-	1
2	Cloud Hosting		
	<p>IT Services: Cloud Hosting Cloud Hosting rate per month per unit</p>	-	1

"Any accessories, parts, components not specified/stated in the specifications but which are necessary for satisfaction operation of the machinery shall deem to be included in the scope of supply".

PART-I (TECHNICAL BID)

Date: _____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The PRESIDENT,

END POVERTY

Sub: Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **TIJARA FRUIT AND VEGETABLE CLUSTER** on turnkey basis

Ref: Your Tender Notice _____

Sir,

With reference to your tender notice, we submit herewith our sealed Tender for supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center for **TIJARA FRUIT AND VEGETABLE CLUSTER**, 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 _____, in favor of **SPV Account DINKER AGRICULTURE PRODUCER COMPANY LIMITED (SPV)**", drawn on Bank _____ towards Earnest Money Deposit.
- 3) Authorization letter from the Company for the person to sign the tender.
- 4) Details of the Tenderer (as per Annexure-III)

- 5) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV).
- 6) List of Machinery works executed in last 3 years (as per Annexure-V)
- 7) Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI).
- 8) Declaration for not having tampered the Tender documents downloaded from the websites **www.endpoverty.org.in** (Annexure-VII).
- 9) The copy of certificate of incorporation/registration (If applicable).
- 10) Copy of Memorandum and Articles of Association (If applicable).
- 11) Copy of Registered Partnership deed, in case of Partnership Firm (If applicable)
- 12) Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card
- 13) Copy of Valid Dealership Certificate from OEM (In case of Dealer)
- 14) Purchase Order issued by Clients.
- 15) Performance Certificate issued by Clients.
- 16) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 4 consecutive financial years FY 2018-19, 2019-20 and 2020-21
- 17) Latest I.T return.
- 18) Notarized translated English version of the documents in a language other than English.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

ANNEXURE-III

DETAILS OF THE TENDERER

NAME OF THE TENDERER	
REGISTERED OFFICE ADDRESS	TELEPHONE NO: FAX: EMAIL: WEBSITE:
CONTACT PERSON	NAME: DESIGNATION: PHONE: MOBILE: EMAIL:
DATE OF INCORPORATION	
LEGAL STATUS	PROPRIETORSHIP/PARTNERSHIP/PVT.LIMITED/ PUBLIC LIMITED/OTHERS (PL. MENTION)
ELIGIBLE LICENSE HOLDER OF	
BRIEF PROFILE OF THE TENDERER	

NUMBER OF STAFFS ON REGULAR PAYROLL	TECHNICAL: ADMINISTRATION:
PAN NUMBER	
GST REGISTRATION NUMBER	

SIGNATURE OF THE TENDERER
(with seal and address)

ANNEXURE-IV

ANNUAL TURNOVER STATEMENT

The Annual turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

SL.NO	YEAR	TURNOVER (Rs. IN LAKHS)
1	2017-2018	
2	2018-2019	
3	2019-2020	
4	2020-2021	
TOTAL		
AVERAGE ANNUAL TURNOVER (FOR LATEST 3 YEARS)		

DATE:

SIGNATURE OF THE TENDERER:

SIGNATURE OF CHARTERED ACCOUNTANT:
(with seal and Address)

ANNEXURE-V

LIST OF SIMILAR WORK EXECUTED IN THE PAST 3 YEARS

CERTIFICATE

Date: _____

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

SIGNATURE OF THE TENDERER
(with seal and address)

ANNEXURE-VII

DECLARATION FORM

Date: _____

I/We _____ having our office at _____ do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no. _____ for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center of **TIJARA FRUIT AND VEGETABLE CLUSTER** and will complete the contract as per the tender conditions.

I/We have downloaded the tender document from the internet site **www.endpoverty.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 **DINKER AGRICULTURE PRODUCER COMPANY LIMITED / END POVERTY** or prosecuted.

SIGNATURE OF THE TENDERER
(with seal and address)

ANNEXURE-VIII

PART-II (FINANCIAL BID)

Date: _____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

END POVERTY

Sub: Tender for the supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center for **TIJARA FRUIT AND VEGETABLE CLUSTER** - Submission of Part II - Price Offer-Reg.

Sir,

Ref: - Our tender (Technical Bid) submitted for the “supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center for **TIJARA FRUIT AND VEGETABLE CLUSTER**”

In continuation of our above tender, we submit herewith the price offer for the “Supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center for **TIJARA FRUIT AND VEGETABLE CLUSTER**” as specified by IA in this tender document.

We agree to abide by the terms and conditions stipulated by the IA and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by the IA in this tender will hold good as per IA tender conditions.

Yours faithfully,

SIGNATURE OF THE TENDERER

ANNEXURE-IX

(FINANCIAL BID)

SL.NO	NAME OF THE MACHINERY	QUANTITY	BASIC PRICE PER UNIT	GST	TOTAL PRICE PER UNIT
A	FOR USAGE AT CLUSTER				
1	Smart Android Terminal (Handheld)				
2	Bluetooth Serial Device				
3	Electronics Weighing Scale - 100 kgs.				
B.	FOR USAGE AT WAREHOUSE				
1	Smart Android Terminal (Table-top)				
2	Electronics Weighing Scale - Everest Electronics Weighing Scale - 1,000Kg				
3	Bluetooth Serial Device				
C	Sorting & Grading				
1	Feeding Cum Inspection Belt Conveyor				
2	Washing Cum Sponing Section:				
3	4 Lane Diametric Grader:				
4	EXIT BELTS:				
5	Control Panel				
D	CRATES				
1	Storage Crates				
E	Crate Washer				
1	Washmatic Rack Washer				
2	Washmatic Detergent				
3	Washmatic Liquid Rinse Agent Concentrate				
F	COLD ROOM RIPENING CHAMBER				
1	Cold Room Ripening Chamber				
2	Pre-Cooling and Cold Store (15*20)				
3	BSL MAKE COLD ROOM PANELS				
PACKAGE II SOFTWARE SOLUTION					
A	IT Services: Software Solution - General				
	Software Solution for Retail Application				
B	Cloud Hosting				
1	IT Services: Cloud Hosting				

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.

ANNEXURE-X

CHECKLIST OF DOCUMENTS

DOCUMENTS TO BE ENCLOSED IN PART-I

SL.NO	DESCRIPTION	ENCLOSED (YES/NO)	REFERENCE IN THE BID(PG.NO.)
1	A covering letter on your letterhead addressed to the PRESIDENT, END POVERTY (as per Annexure-II)		
2	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.		
3	Demand Draft No _____ for _____ In favour of " END POVERTY ", payable 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 Work Orders executed in the last 3 years (as per Annexure-V)		
8	Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI) (NOTARIZED IN STAMP PAPER)		
9	Declaration for not having tampered the Tender documents downloaded from the websites www.endpoverty.org.in (as per Annexure-VII).		
10	The copy of certificate of incorporation/registration		

SL.NO	DESCRIPTION	ENCLOSED (YES/NO)	REFERENCE IN THE BID(PG.NO.)
11	Copy of Registered Partnership deed, in case of Partnership Firm		
12	Copy of Memorandum and Articles of Association		

13	Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card		
14	Valid Registration Certificate from OEM		
15	Purchase Orders issued by the clients		
16	Performance certificate issued by the clients		
17	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2018-19, 2019-20 and 2020-21.		
18	Latest I.T return		
19	Notarized translated English version of the documents in a language other than English		

DOCUMENTS TO BE ENCLOSED IN PART-II

SL.NO	DESCRIPTION	ENCLOSED(YES/NO)
1	A covering letter on your letter head addressed to the President, END POVERTY (as per Annexure-VIII)	
2	Financial Bid (as per Annexure- IX) of the Tender document	

Both “**Part I – Technical bid**” cover and “**Part II – Financial bid**” cover must be placed in a separate sealed cover superscripted as “**supply, erection and commissioning of machineries, equipments and its accessories for the Common Facility Center for TIJARA FRUIT AND VEGETABLE CLUSTER**” and addressed to “**END POVERTY**”, containing the name and address of the Tenderer.

NOTE: TENDERS SUBMITTED IN UNSEALED COVER WOULD SUMMARILY BE REJECTED