



## खादी और ग्रामोद्योग आयोग

**KHADI AND VILLAGE INDUSTRIES COMMISSION**

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय, भारत सरकार

Ministry of Micro, Small & Medium Enterprises, Govt. of India,

निदेशालय, बहुलक रासायनिक आधारित उद्योग

**DIRECTORATE OF POLYMER & CHEMICAL BASED INDUSTRY**

No. PLI/KVIC/Tender for Footwear/2021-22

11.11.2021

### Invitation to Tender

#### For

Procurement of Machinery and Tools Equipment for Pilot Project of Repairing / Manufacturing of Footwear through SHG in respect of State & Divisional Offices of KVIC in the country for the year 2021-22 under the vertical of Leather and Plastic Industry, of **Gramodaya Vikas Yojana**, Khadi and Village Industries Commission, Ministry of MSME, Govt. of India, Mumbai-400056.

**Cost of the Tender Document Rs: 500/- (Rupees Five Hundred) only**

**Date of Tender Issue: 11.11.2021**

**Date of Submission of pre-bid queries: 18.11.2021**

**Pre-bid meeting through VC: at 11.00 AM on 23.11.2021**

**Last date of Tender submission: 08<sup>th</sup> December 2021 by 4.00 PM (Wednesday)**

**Opening of Technical Bids: 09<sup>th</sup> December 2021 at 4.00 PM**

**Opening of Financial Bids: After Evaluation of Technical Bid/Specification then Financial Bid will be opened at Central Office, KVIC, Mumbai.**

KVIC invites **Request for Proposal (RFP)** in respect of Procurement of Machinery and Tools Equipment for the implementation of **“Pilot Project of Repairing/Manufacturing of Footwear”** through SHGs for the vertical of Leather & Plastic Industries under **Gramodaya Vikas Yojana** in the country for the year 2021-22, KVIC, Mumbai-400056.

## 1. BACKGROUND AND SCOPE

11. Khadi and Village Industries Commission (KVIC) is a statutory body created by an Act of Parliament No. 61 of 1956 and as amended by Act. No. 12 of 1987 and Act. No. 10 of 2006, established in April 1957 with a social objective of providing employment, economic objective of producing saleable articles and wider objective of creating self-reliance amongst the people and building up of a strong rural community spirit.
12. Footwear making activities under the vertical of Handmade Leather and Plastic Industry is taken up by KVIC, since inception and promoting Footwear making activities with necessary research, technical knowhow, outreach, training and extension programs.
13. The Zone-wise/State-wise Footwear making activities to be implemented under Pilot Project of Repairing / Manufacturing of Footwear through “Gramydog Vikas Yojana” during the year 2020-21 under HMLPI, KVIC, Ministry MSME, Govt. of India, which will increase the income of leather Artisans / un-employed youth including SC/ST/NEZ candidates and SHGs.
14. With this endeavor, under the Leather and Plastic Industry, KVIC proposed to provide the following footwear making tools and machines, quantity to be provided per set attached at **Annexure I**.
  - i) **Footwear machines**–Stitching Machine –(K-31) /Indian, Post bed Stitching Machine/(Reputed ), Upper Skiving Machine ( Reputed), Combined Roughing & Finishing machine (Indian), Heat re-activator (Indian), Pneumatic Sole Attachment Press (Indian), Air Compressor (Indian), Shoe last HDPE (Indian), Lasting jacks 4 nos. fitted on the table (Indian), Working tables (Designing-1, Clicking-1, Closing -1) (Indian).
  - 2) **Tools**–Designing knife (NT cutter) 9mm with comfortable grip, Spring Divider Suitable for Leather works (100mm), Leather cutting Knife handle with removable blade, Folding Hammer suitable leather footwear making, Thread Nipper/ Trimmer suitable for nylon thread cutting, Nail Puller with PVC grip on Handle, Punch Set for Shoe Making size 1 – 10, Eyelet Setter(200& 400), Rampi-Hand skiving with wooden handle, Rampi-Bottom, Material Steel, Brass handled scissor(10 inch), Trimming scissor(8 inch), Lasting Jack Steel Based, Pincer for footwear work, Cobbler Hammer with wooden handle 10-12 inch long, Polishing brush good quality ,Shoe Last 6 Pair ,PP Board 12\*10\*1 inch, Three legged Jack Cobbler 4 kg cast Iron, Hand Ironing tool 230V, 50 Watt, Sharpening Stone Size (8”) 200mm\*50mm\*25mm Weight 300-500 gm Approx., Tool Box,

Size of Tool Box of L-18 inch, W-11inch, H- 7.25 inch, with Khadi India Sticker outside.

15. Set/s of machines, tools and equipment will be distributed to each SHGs at the mentioned places of the country as per **Annexure-II**.
16. KVIC invites open tenders through e-procurement site “<https://eprocure.gov.in/cppp/>” for purchasing Machines directly from the manufacture and supplier of machine stools/equipment.
17. The prospective bidders are expected to send their queries / suggestions by email id [pcbi.kvic@gov.in](mailto:pcbi.kvic@gov.in) or before **18<sup>th</sup> November 2021**.
18. Manufacturers and Supplier should quote for all machines, tools and equipment. The successful bidder will be selected, who will quote **lowest price** (lowest bidder) for the complete machines and rate of each consumable parts. Incomplete bids will be rejected.
19. All above machines, tools and equipments preferably should be indigenously developed and manufactured in India. The selected supplier will give the necessary undertaking to this effect.
110. The standard parts of footwear manufacturing machine must be locally available in reasonable price.
111. Machines, tools and equipment will be supplied by the selected Manufacturers and Supplier at the specific location as per **ANNEXURE-II**.
112. Manufacturers and Supplier will provide one-year free warranty and after sale support i.e., toll-free number, technician’s mobile number and afterwards paid support to machines supplied.
113. All prospective bidders are expected to refer the website <https://eprocure.gov.in/cppp/> for any updates on regular interval till the closing day of submission of the bid.
114. The validity period of Bid is 180 days.
115. The period of assignment will be for **three years** from the date of awarding of the work order. In the event of any changes in the scheme, machines, tools & specification etc., tender will be terminated and further separate tender will be called for.

## 2. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

The bidder should have a minimum 3 years of experience as on **31<sup>st</sup> March, 2021 in Manufacturing** and Supplying of the above-mentioned machines, tools and equipments and supplying with average annual turnover of not less than **Rs.52.50 Lakhs**. The bidder should have registered with “Udyog Aadhar” with valid GST number for supplying tools, machines and related items.

## 3. INTEGRITY CLAUSE

Integrity clause in line with guidelines issued by Department of Expenditure vides O.M.14 (12) 2008-E-II (A) will be complied with GFR Norms as applicable will be followed. The Integrity pact will be signed between KVIC and the bidder agency before awarding the work.

## 4. PROCEDURE FOR REVIEW OF THE WORK OF THE AGENCY AFTER AWARD OF THE ASSIGNMENT

A Tender Evaluation Committee will evaluate the Bid and ensure the veracity of the bidder and performance of the selected agency, as per the criteria mentioned in Tender document.

## 5. BID EVALUATION CRITERIA AND SELECTION PROCESS OF THE AGENCY

### (a) Bidding process

(i) Each bidder shall pay the cost of bid document amounting to Rs. 500/- (Rupees Five Hundred only)(non-refundable).

(ii) **As per the OM No.F.9/4/2020-PPD 12/11/2020 by Ministry of Finance dated 13.11.2020**, participating Bidder have to submit under taking for **EMD** along with the Tender documents (the format of the undertaking is attached in Annexure-C).

(iii) **As per the OM No.F.9/4/2020-PPD 12/11/2020 by Ministry of Finance dated 13.11.2020**, no provision is kept in this Tender Document regarding **Additional Security Deposit/Bank Guarantee** in case of **abnormally low bid**.

KVIC invites two-part bids from eligible firms for the scope of work mentioned in the document. The two-part bid shall consist of **Part-I: Technical bid** and **Part-II: Financial bid**.

- (i) Technical bid and financial bid should be submitted online in two separate covers, “**Technical Bid**” and “**Financial Bid**” respectively. Technical bid will be filled as per **Annexure-A**, and shall be uploaded in PDF format & submit in Technical cover.
- (ii) The Technical Bid would be opened first. If Financial Bid is submitted with Technical Bid than the bid of particular bidder will be rejected. The Financial Bid would be opened only in the case of those bidders, who qualify the technical evaluation and meet the requisite parameters laid down by the KVIC.
- (iii) Financial bid will be filled as per **Annexure-B**, and shall be uploaded in financial cover by filling the BoQ provided. After award of tender the manufacturer/supplier will sign an agreement.

After signing the agreement and submitting the Performance Bank Guarantee in favour of KVIC @ 3% (As per the OM No.F.9/4/2020-PPD12/11/2020 by Ministry of Finance dated 13.11.2020), of total tender cost of machines amount as per GFR norms. The Performance Bank Guarantee will be returned to the successful bidder after one year of supply of machines/tools and equipments.

Following **supporting documents** should be enclosed along with Technical bid:

1. Certificate of “Udyog Aadhar”, “Shops & Establishment” with registration number with **Central/State government**.
2. Application fee or exemption certificate for manufacturing units and firms registered with MSME & NSIC etc.
3. Details of offices/branches of the agency/associates in the Country with full address, phone numbers and e-mail ID, if any.
4. GST No. of the manufacturing firm.
5. The copy of previous supply order of government supplies, if any.
6. The amount of application fee of **Rs.500/-(Rupees Five Hundred) only through** Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or through online payment in an acceptable forms i.e. NEFT/RTGS. in the favour of **CEO, KVIC** to the Bank details as mentioned below:-
  - a) Name of the Bank :State Bank of India
  - b) Branch :Vile Parle(West)
  - c) Account No. :38696818444(Tender fee)
  - d) IFSC Code :SBIN0000515

Last Date for submission of bids shall be **08<sup>th</sup> December, 2021(Wednesday) on or before 4.00PM.**

- (iv) The tender document can be obtained from the website of CPP portal.
- (v) Contact Address: The Director, PCBI Khadi and Village Industries Commission, 3, Irla Road, Vile Parle (W) Mumbai. For any further clarifications (if any) you may please reach us through email: [pcbi.kvic@gov.in](mailto:pcbi.kvic@gov.in).
- (vi) The evaluation committee will examine the bids to determine, whether required tender cost and EMD undertaking has been furnished. Whether the bids are generally in order and all other requirements are fulfilled for its acceptance.
- (vii) The evaluation committee may waive any minor infirmity, on -conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
- (viii) If a Bid is not technical and commercial responsive, it will be rejected by KVIC, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- (ix) The delivery of machines shall be started from the date of issuing purchase order in favour of selected bidder. If delivery schedule of machines is not followed & if it is found that the supplier is unable to supply the machines, he will be black-listed and his performance bank guaranty will be forfeited.

**(b) Technical Evaluation**

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

**(c) Financial proposal**

The Tender Evaluation Committee will assess the financial bids of the bidders and the lowest financial bid (L1) for complete sets of machines and tool-kit will be selected for award of the supply order. The rate of individual machine and tools will be not taken to award the L1. The rate of complete set of machines and tools must be inclusive of all taxes i.e., GST, etc and transportation F.O.R.

## 6. Award of the Assignment

- (i) The selected agency (lowest bidder/L1) will have to send one set of machines and tools equipment, consumable parts to National Technical Institute (selected by KVIC, Mumbai) for physical examinations as per technical specifications.
- (ii) The agency who qualifies the physical examination will have to furnish an 'Unconditional Acceptance' of the assignment, within five days from the date of the award of the supply order regarding supply of set of machines.
- (iii) Quantity given in the tender document is **35 sets** that is approximate and likely to vary as per requirement.
- (iv) Director, LPI, KVIC, or his representative will collect random sample without any prior notice to supplier and verify the technical specification of set of machines and tools equipment that should be within the prescribed limits.
- (v) Defective / damaged machines, if any, will be replaced by the supplier at its own cost and consequences.
- (vi) Onsite warrantee period for machines will be for one year from the date of receiving of the equipments/tools/machines by artisans. If any defect is found during the warrantee period, the manufacturer will do the necessary repairs / replacements within 10 days from the date of information by e-mail/phone. If supplier is not turned up to repair the defect then it will be repaired through other agency and the repairing cost will be claimed / adjusted through performance bank guarantee and supplier will be black listed.
- (vii) KVIC reserves the right to procure or reject the machines or set of machines and tools/equipments in part or full if found unsatisfactory.

## 7. PACKING & MARKING

1. **Packing:** Each machines tools & equipments will be properly packed to protect it from any damage during transit.
2. **Marking:** The **Khadi India** logo will be affixed on each machine at an appropriate place with serial number, which should clearly be visible.

## 8. PAYMENT TERMS

- A. The bills for the supply of machines will be submitted in favor of Director, LPI, KVIC, Mumbai as per agreed rates.

- B. The supplier will supply the machine and tools equipment only at the address provided by Director, LPI, Mumbai. Director, LPI, Mumbai will provide the details of F.O.R. i.e. locations to deliver the machine and details of contact person(s).
- C. The bill raised by the firm should have all tax registration numbers printed on the bill. Validity of the tax registration during the current period of contract shall be the sole responsibility of the firm.
- D. The prices/rates quoted should be indicated in words as well as in figures and in INR only.
- E. Payment shall be made on receipt of machines as per the specifications against bill for the supply made after the machines have been checked and accounted and there is no damage/shortage.
- F. To ensure timely delivery schedule and achieve the target in time, Director, LPI, KVIC, Mumbai will release the payment within 15 days of supply through RTGS against bills and Income Tax and other taxes, if any, shall be deducted against bills submitted for which bank details should be furnished with the bill.
- G. The amount of TDS on GST will be credited in the account of Director of GST, KVIC. They will file return on or before 10<sup>th</sup> of each month.
- H. No payment is admissible for goods rejected.

#### **9. PENALTY CLAUSE**

At any time, if the performance of the selected party during the current assignment is not found to be satisfactory, or machines and tools equipment found to be of sub- standard quality, the agreement can be terminated and the performance bank guarantee shall be forfeited by the KVIC apart from returning the substandard machines at the cost of the supplier/Contractor" may be added at the end.

#### **10. DELAY AND LIQUIDATED DAMAGES**

- i. The KVIC shall have right to impose a penalty @ 2% of value of order on the party if he fails to deliver the contractual obligations on time.
- ii. Quantum of liquidated damages assessed and levied by the KVIC and decision of the KVIC thereon shall be final and binding on bidder provided further the same shall not be challenged by bidder either before Arbitration Tribunal or before the Court of Law. The same should stand specifically excluded from the purview of the arbitration. As such, the same shall not be preferable to arbitration.



## **11. TERMINATION OF CONTRACT**

The KVIC may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part thereof.

- A. If the agency/contractor fails to supply the items within the period(s) specified and agreed in the contract or any extension thereof granted by KVIC, MUMBAI.
- B. If the agency fails to perform any other obligation(s) under the contract.
- C. If the performance is found unsatisfactory due to the negligence on the part of manufacturer, depending upon the severity of negligence, KVIC reserves the right to blacklist the agency from further participation in any of KVIC tenders/contracts. The decision of KVIC shall be final in this regard.
- D. For all legal disputes, the Courts of Mumbai alone shall have exclusive jurisdiction.

## **12. FORCE MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of KVIC as to whether the supplies have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at their option terminate the contract.

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

- b. In case the date fixed for opening of bids is subsequently declared as holiday by the KVIC, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day. Time and venue remaining unaltered.
- c. KVIC reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with

KVIC.

- d. No sub-contracting is permissible.
- e. Conditional bid will not be accepted.
- f. KVIC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of KVIC' sanction.
- g. KVIC is not bound to accept the lowest tender or any tender or to assign any reason for rejecting any or all the tenders. It also reserves the right to accept/reject (part/whole) or any other tender(s) at their sole discretion without assigning any reason thereof. Its decision in the matter shall be final and binding.
- h. Prices shall remain fixed and valid during the period of contract.
- i. **For Dispute Resolution:** The KVIC will appoint an Arbitrator for dispute resolution and will be binding on the both the parties. For all legal suits, the jurisdiction will be High Court Mumbai.
- j. **Model Conciliation/Arbitration Clause**

“If a dispute arises out of or in connection with this contract/agreement, or in respect of any defined legal relationship associated herewith or derived there from, the parties agree either to seek an amicable settlement of that dispute by conciliation under the ICADR Conciliation Rules, 1996 or to submit that dispute to Arbitration under the ICADR Arbitration Rules, 1996.

The authority to appoint Conciliator/Arbitrator shall be the International Centre for Alternative Dispute Resolution.

The International Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Conciliation/Arbitration Rules, 1996.

The place of conciliation/arbitration proceedings shall be Mumbai”.

**SECTION-II**

**FORM-5**

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the Khadi and Village Industries Commission (hereinafter called 'KVIC) having agreed to exempt (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No..... dated.....made between .....and ..... for the supply of .....(hereinafter called "the said agreement "), of performance security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for we, (name of the bank) .....( hereinafter refer to as "the bank") at the request of .....(contractor(s)) do hereby undertake to pay to the KVIC-India an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by KVIC -India by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the bank) .....do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the KVIC by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee

where the decision of KVIC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the KVIC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there Under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We(name of the bank) ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KVIC -India under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... (office/Department) KVIC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE/TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank) further agree with the KVIC-India that the KVIC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the KVIC against the said Contractor(s) and to forbear or

enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the KVIC or any indulgence by the KVIC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the KVIC in writing.

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

**FORM-6**

**AGREEMENT**

THIS AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between Khadi & Village Industries Commission (KVIC), a statutory body created by an Act of Parliament (No.61 of 1956) having its Office at \_\_\_\_\_, hereinafter called “**KVIC**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **of the One Part**

AND

M/s.

.....having its office at .....here in after called “**Supplier**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its survivors or survivor of them and heirs, executors and administrators of the last survivor and their/him/her permitted assigns) **of the Second Part**

**ANDWHEREAS**, the KVIC engaged in the promotion and development of

Khadi& Village Industries in the Zone/country and also provides technical, financial and marketing support to its implementing agencies and for that purpose establishes linkage with other organizations and agencies wherever feasible.

**ANDWHEREAS**, under Directorate of Polymer & Chemical Based Industry, repairing and manufacturing of footwear is an activity taken up by KVIC for promotion, by providing Training and equipment to upgrade the lively hood of Leather Craft artisans and for generating sustainable employment to rural mass including SC/ST/NEZ population and unemployed youth & women at their doorstep. KVIC is working for the overall promotion of Leather Craft artisans in the country with an objective to develop artisan/SHGs.

**ANDWHEREAS**, KVIC functions with its Central Office in Mumbai and having 6 Zonal Offices, 45 State/ Divisional/ Sub Offices all over the Country. The Directorate of LPI, KVIC, Mumbai have been allocated the Physical and financial target for Procurement of required machines and tools & equipments for distribution to the beneficiaries to all State/Divisional Offices of KVIC. This task will be completed by\_\_\_.

**ANDWHEREAS**, under the scheme, machines and tools equipment to be distributed to each SHGs by State/Divisional Offices, KVIC, so that artisans/beneficiaries may get employment opportunities to unemployed youth with the aim of providing sustainable employment and income to the rural and urban unemployed youths.

**ANDWHEREAS**, for the aforesaid purpose, KVIC has invited tenders from manufacturers / suppliers for the supply of various lists of machines and tool kits equipment for footwear manufacture.

**ANDWHEREAS**, a contractor being a manufacturer / supplier of various machines has emerged as a successful bidder for the said supply.

**NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO ASFOLLOWS:**

1. The contractor agrees to undertake the supply of machines and tools equipment as referred in Tender No. \_\_\_\_\_ as per the requirement of the KVIC at the rates quoted by him. The prices are inclusive of all the levies taxes like sales tax and excise duty (GST) freighted etc.

**2. Right of rejection**

KVIC shall have the right to reject the machines and Tool kits equipment used in Footwear manufacturing ..... supplied by the contractor, which are not in conformity with the requirements/ specifications mentioned in the Tender document as well as purchase order.

**3. Duration of agreement**

This Agreement shall be valid for a period of **3 years** from the date of signing of the Agreement. The contract may be extended with the same terms and conditions and rates with the consent of both the parties. The warranty period of the machines and tools equipment is 1(one) year.

**4. Integrity Pact**

An Integrity Pact Agreement to be executed on a Stamp Paper of Rs.100/- between Zonal Office and the selected bidder before placing the work order.

**5. Bank Guarantee**

Bank performance guarantee is to be submitted by the contractor to Directorate of LPI as per applicable GFR norms. If any renewal of the Bank Guarantee is required, that will be the sole responsibility of the bidding agency. The CEO on behalf of KVIC will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

**6. Right to vary the TOR**

During the period of the assignment, authority may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen its scope/coverage.

**7. Force majeure**

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and any other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 7 (Seven) days from the moment of their beginning.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

#### **8. DELAY AND LIQUIDATED DAMAGES**

- i. The KVIC shall have right to impose a penalty @ 2% of value of order on the party if he fails to deliver the contractual obligation on time.
- i. Quantum of liquidated damages assessed and levied by the KVIC and decision of the KVIC thereon shall be final and binding on bidder provided further the same shall not be challenged by bidder either before Arbitration tribunal or before the Court. The same should stand specifically excluded from the purview of the arbitration. As such, the same shall not be refer to arbitration.

#### **9. Dispute Resolution**

The KVIC will appoint an Arbitrator for dispute resolution and will be binding on the both the parties. For all legal suits, the Courts of Mumbai alone shall have exclusive jurisdiction.

##### Model Conciliation/Arbitration Clause

“If a dispute arises out of or in connection with this contract/agreement, or in respect of any defined legal relationship associated herewith or derived there from, the parties agrees either to seek an amicable settlement of that dispute by conciliation under the ICADR Conciliation Rules, 1996 or to submit that dispute to Arbitration under the ICADR Arbitration Rules,1996.

The authority to appoint Conciliator/Arbitrator shall be the International Centre for Alternative Dispute Resolution.

The International Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Conciliation/Arbitration Rules, 1996.

The place of conciliation/arbitration proceedings shall be Mumbai”.

#### **10. Tender conditions to form part of this agreement**

That the tender schedule, instructions to the bidders and terms and



conditions shall also form part of this agreement. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

IN WITNESS whereof the parties hereto have signed and executed this Agreement the day and the year first herein above written and affixed the Common seal of the parties.

For & on behalf of the KVIC}

By it's duly authorized representatives

In the presence of witnesses—

1)

2)

{For & on behalf of the contractor}

{By it's duly authorized representatives}

In the presence of witnesses –

1)

2)

**FORM 7**

**CERTIFICATE OF DECLARATION**

I \_\_\_\_\_ Son/Daughter of \_\_\_\_\_ /  
W/O \_\_\_\_\_ R/O \_\_\_\_\_ hereby confirm and  
declare that my/our firm/company M/s..... is not  
blacklisted/delisted or debarred or on Holiday list with any company of  
Private/Public Ltd. or Government Company/Govt. dept. from participating in the  
tender as on date.

In case at any stage, it is found that the information given by me is false/  
incorrect, KVIC-India shall have the absolute right to take any action as deemed  
fit/without any prior intimation to me.

Signature:

For and on behalf of the

Bidder Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**SPECIFICATIONS OF MACHINES & TOOLS****List of machines and tools equipment for footwear manufacturing (1 set)**

<b>Sr. No</b>	<b>Consolidated Machine Name and tool set name (Refer description for detail specification)</b>	<b>Quantity</b>
1	Stitching Machine –(K-31)(Indian Make)	02 Nos
2	Post bed Stitching Machine (Preferably Imported)	1 Nos
3	Upper Skiving Machine	1 Nos
4	Combined Roughing & Finishing machine(Indian Make)	1 Nos
5	Heat Re-activator(Indian Make)	1 Nos
6	Pneumatic Sole Attachment Press (Indian Make)	2 Station
7	Air Compressor (Indian Make)	1 Nos
8	Shoe last HDPE	50 Pairs
9	Lasting jacks 4 nos. fitted on the table	1Nos
10	Working tables (Desiging-1, Clicking-1, Closing-1)	3 Nos
11	Hand tools and equipment with toolbox	5 Set

<b>List of Tool Kit to be used in Shoe Manufacturing</b>		
<b>Sr. No.</b>	<b>Detailed specification of machine</b>	<b>Quantity</b>
1.1	<p><b>1.Stitching Machine –(K-31) Indian Make</b></p> <p>Flatbed Single needle Complete set with Table stand (Heavy ply) and motor  Motor Type -Copper winding  Voltage -220 V  Motor Power -1/4 HP  Driving Arrangements -Pedal Operated Machine, Roller feed type Sewing Mechanism -Single needle flat-bed sewing machine designed for producing two-thread lock stitch. Suitable for stitching leather of thickness of 6 mm (Maximum) (31k series) Reverse Stitch Mechanism: Thread Spool Pin: Table/ Base/ Stand Integral part of Sewing Machine Wooden table or Base: Metal Stand: Size- L 42" X B 23" X H 30" Sewing Speed - 1600 SPM: Lubrication orifices: An automatic thread tension release Accessories Supplied with each machine in service box One oil bottle filled with 50 ml oil min, Two Screw drivers (engineering), one large and one small Three bobbins with bobbin cases Ten Needles.  A booklet containing manufacturers operating instruction and technical characteristics, Spool pin Pad or felt washer (4 Nos), Needle threaded.  Machine should be supplied in Plug and use condition</p>	1 No
2	<p><b>Post bed Stitching machine Single needle (preferably Taiwan Make because Indian make is not available)</b>  Imported  Sewing speed :1400 to 1600SPM (Stitches per minute) Max stitch length:6.0 to 7.0mm  Lifting pressure foot:14 to15 mm  Needle system : DPx5  Needle bar stroke 36 mm Voltage :230V-50/60Hz With multiple guides  Single needle lockstitch post bed machine with driven roller Pressure, double intermittent wheel and needle feed, back tacking with large vertical hook, safety clutch. With Power saving Motor(with speed control)  • Complete stand, Table &amp; Clutch motor with working lamp to perform stitching on leather components</p>	1 No

	<ul style="list-style-type: none"> <li>• Upper driven roller, Lower circular feed, and needle feed. With vertical feed.</li> </ul> <p>Machine should be supplied in Plug and use condition</p>	
3	<p><b>Upper Skiving Machine</b>  Upper skiving machine with stand and table  Fitted with  Voltage :230V-50Hz  Motor HP-1/3 to 1  hp  Machine Speed RPM 1000-1200  Complete with table Dust extractor and collector  With Multiple angle skiving foots/tools</p> <ul style="list-style-type: none"> <li>• Bell knife</li> <li>• Emery feed roller</li> <li>• Pressure foot (Small, Medium and Large)</li> <li>• Grinding wheel</li> <li>• With necessary safety guards.</li> <li>• With pedal controlled mechanism for material feeding.</li> <li>• Separate control for knife grinding.</li> </ul> <p>Machine should be supplied in Plug and use condition</p>	1 No

4	<p><b>Combined Roughing &amp; Finishing machine Indian Make</b>  Main Motor 1-HP  Dust Collector Motor-1 HP  Speed -Variable with pulley system  RPM - 2850  Wire Brush/Woolen Brush /Emery Belt  Dimension in Inches L 50 *W 17 * H 16 approximately  power -Single phase 220 V – 50Hz</p> <p>Machine to rough the Lasting margin of lasted uppers  Fitted with</p> <ul style="list-style-type: none"> <li>• Reversible motor with switch control</li> <li>• Spindle with a circular wire brush at one end and a rubber roller to mount emery paper at other end</li> <li>• Vacuum dust collector with detachable fabric bag for easy disposal of dust</li> </ul> <p>Working position: Standing poster</p> <p>Machine should be supplied in Plug and use condition</p>	1 No
5	<p><b>Heat re-activator (Indian Make)</b>  Watt -2000 (Heater )  Type -Flash heat  Power -Single phase /220 V  Halogen Tube  Auto Timer control  Dimension in Inches L 28 *W 15* H 18 approximately  Provision to activate one pair Shoe at a time.  Machine should be supplied in Plug and use condition</p>	1 No
6	<p><b>Pneumatic Sole Attachment Press (Indian Make) Station - Double</b>  Type -Pneumatic  Pressure -6 Bar Auto Timer control  Dimension in Inches L 36 W 21 • H 54  approximate Power- 230V 50 Hz  Machine should be supplied in Plug and use condition</p>	01No

7	<p><b>Air Compressor (Indian Make)</b>  Motor power 1.5 KW /2 HP,  Piston Displacement 2.49m<sup>3</sup>/min, approx.  CFM -10,  Power 230 V  Speed -2880 RPM,  No of cylinders -1,  No of piston -1,  Air receiver Capacity -100  Mount – Horizontal  PVC Nylon Braided Hose Circular Pipe, Size 12 to 14 mm(Outer Diameter),Working Temperature(-5degree to 65 degree Centigrade, Length 6Meter)  All necessary safety guards must be in place</p> <p>Machine should be supplied in Plug and use condition</p>	1 No
8	<p><b>Shoe last HDPE</b>  C Hinged Shoe Last in Pair, Material HDPE</p>	50 Sets
9	<p><b>Lasting jacks 4 nos. fitted on the table</b>  Hand lasting fixture with table (4 in 1)  • Metal table fitted with 4 telescopic, adjustable, rotating Lasting jacks.  • Covered with wooden top.  • Fitted with 4Nos of tools storage draws with lock and key arrangement.</p>	
10	<p><b>Working tables (Designing-1, Clicking-1, Closing -1)</b>  Designing &amp; Cutting table:  • 1.5' square steel tube frame with hinged (To get the desire inclination) wooden top laminated with 18 gauge GI Sheet  • Equipped with tool box/ draw with lock and key arrangement  • Fitted with scrap collection bin with door arrangement for easy removal of scrap  • Fitted with one tube light fitting with reflector. Working position: Standing posture  Assembling Working table:  • 1.5" Square steel tube frame with wooden top  • Overall size; 3'X2'X2.5'Height.</p>	3 Nos 1 each

<b>List of Tool Kit to be used in Shoe Manufacturing</b>		
Sr. No.	Details: Hand tools and equipment with tool box	Quantity
11.1	Designing knife (NT cutter) 9mm , with comfortable grip , and 10 pcs of 9mm NT cutter blade	1 Sets
11.2	Spring Divider Suitable for Leather works, 100 mm	1 No
11.3	Leather cutting Knife handle with removable blade type having 5 pcs of blade	1 Sets
11.4	Folding Hammer suitable leather footwear making.	1 No
11.5	Thread Nipper/ Trimmer suitable for nylon Thread cutting	1 No
11.6	Nail Puller with PVC grip on Handle	1 No
11.7	Punch Set for Shoe Making size 1 –10	1 Set
11.8	Eyelet Setter (200& 400) Eyelet Punch Die Tool Set	02 Sets
11.9	Rampi -Hand skiving with wooden handle Length 6 inch with wooden handle, blade material mild steel, Weight 150 gm to 200gm Approx.	1 No
11.10	Rampi - Bottom, Material Steel	1 No
11.11	Brass handled scissor – 10 inches	1 No
11.12	Trimming scissor with brass handle- 8 Inch, Standard	1 No
11.13	Lasting Jack, Steel based, Standard	1 No
11.14	Pincer for footwear work Length 8-inch, Weight 300 to 400gm Approx.	1 No
11.15	Cobbler Hammer with wooden handle 10-12 inch long steel head, Weight 500gm Approx	1 No
11.16	Polishing brush good quality Wooden Length 8 inch, Weight 100gm Approx.	01 Nos.
11.17	Tool Box Size of Tool Box of L-18-inch, W-11 inch, H-7.25 inch with Khadi India Sticker outside and inside. On inside sticker “Tool Kit supplied by Khadi and Village Industries Commission is to be mentioned clearly. Printed Sticker above the box “KHADI INDIA with LOGO size (9-inch x 6 inch)	1 No
11.18	Shoe last 6 pair (3pairs ladies and 3 pairs gents)	6 pairs
11.19	PP board 12x10x1 inch	1 No
11.20	Three-legged Jack Cobbler 4 KG cast Iron	1 No
11.21	Hand Ironing tool 230v, 50 Watt for removing wrinkles	1 No
11.22	Sharpening Stone Size (8”) 200mm x 50 mm x 25 mm, Weight 300- 500gm Approx.	1 No
<b>Note: - Tools/Material will be tested for quality by appropriate authority / Agency</b>		



**ANNEXURE II**

<b>Sr. No.</b>	<b>ZO NE</b>	<b>Name of the SO/DO</b>	<b>No of Machine Set/ Tools and Equipments to be delivered to the 35 SHGs</b>
1	<b>SZ</b>	<b>Karnataka (Bangalore)</b>	<b>1</b>
2		<b>Hubli (KNT)</b>	<b>1</b>
3		<b>Chennai (Tamil Nadu)</b>	<b>2</b>
4		<b>Madurai</b>	<b>1</b>
5	<b>CZ</b>	<b>Madhya Pradesh</b>	<b>1</b>
6		<b>Chhattisgarh (Raipur)</b>	<b>3</b>
7		<b>Lucknow</b>	<b>1</b>
8		<b>Varanasi</b>	<b>1</b>
9		<b>Meerut</b>	<b>2</b>
10	<b>WZ</b>	<b>Maharashtra (Mumbai)</b>	<b>1</b>
11		<b>Maharashtra (Nagpur)</b>	<b>1</b>
12		<b>Gujarat (Ahmedabad)</b>	<b>1</b>
13	<b>NZ</b>	<b>Delhi</b>	<b>1</b>
14		<b>Himachal Pradesh</b>	<b>1</b>
15		<b>Jammu (J &amp; K)</b>	<b>1</b>
16		<b>Punjab (Chandigarh)</b>	<b>1</b>
17		<b>Rajasthan (Jaipur)</b>	<b>1</b>
18		<b>Rajasthan ( Bikaner)</b>	<b>2</b>
19		<b>EZ</b>	<b>Bihar (Patna)</b>
20	<b>Jharkhand (Ranchi)</b>		<b>4</b>
21	<b>Orissa (Bhubaneswar)</b>		<b>3</b>
22	<b>NEZ</b>	<b>Assam</b>	<b>1</b>
23		<b>Tripura</b>	<b>1</b>
<b>TOTAL</b>			<b>35</b>

**Annexure-A**

**Part-I - Technical Bid**  
**(In Technical cover)**  
**Letter head**

**Address:** .....

T D. NO.: LPI – KVIC/Footwear Manufacturing Machine/2021-22 dated: - .....2021

**APPLICATION FORM**

Sub: - Supply of Footwear Manufacturing Machine under promotional activities of LPI during the year 2021-22 reg.

**Ref:-**Notice Inviting Tender vide advertisement No. \_\_\_\_\_  
Dated \_\_\_\_\_  
in CPP Portal.

<b>S. No.</b>	<b>PARTICULARS</b>	
1.	Name & full postal address of the machine manufacturer. PIN code, STD code, Fax/Tel. No., e-mail	
2.	Registration no. with State or Central Govt.	
3.	Year of registration (Please enclose the certified copy of the registration)	
4.	Legal Status of the manufacturing firm (Whether Registered Proprietorship Firm/Partnership Firm/Company under Companies Act/Consortium/Start-ups or any other)	
5.	Year of Commencement of Operation with annual Manufacturing capacity.	
6.	Brief profile of the manufacturer along with infrastructural details and manpower available	
7.	Details of information i.e., Office and other branches / places in the country with address, PIN code, STD Code, Fax/Tel. No., e-mail, web site, if any	
8.	Past Experience in manufacturing of machines /Trading of machines etc. furnished separately	
9.	Average annual Turn Over not less than Rs. <b>52.50Lakhs</b> during last three years (Enclose Chartered Accountant Certified Balance Sheet for reference).The bidder should have a minimum three years of experience on as on 31 <sup>st</sup> March 2021 in manufacturing / Trading of machines tools and Equipment. Exempted for Start-up farms.	

10.	Whether the manufacturer is graded/rated by any competent authority/ professional agency, if so, give details	
11.	Financial position of the manufacturing firm (Enclose last three years audited Balance Sheets)	
12	a. GST No (Please enclose certified copy)	
	b. Copy of government supply order, if any	
13.	a. Under taking for EMD.  b. Details of cost of the Tender Document deposited through NEFT/RTGS	
14.	Any other information about the manufacturing firm feels relevant but not covered in the form	

For the procurement of machines and tools equipment, the ‘Technical Bid’ and ‘Financial Bid’ should be submitted on <https://eprocure.gov.in/cppp/site> in two separate covers.

NEFT/RTGS i.e. for the cost of the Tender Document and Earnest Money Deposit (EMD) Undertaking must be enclosed along with the Technical Bid only.

**Note:** While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement.

Place:

Date:

Signature of Authorized person:

Name:

Designation:

Seal

## Annexure-B

### Financial Bid-Part-II

### Financial Bid Format for Supply of Footwear Manufacturing Machines Tool and equipment to KVIC

<b>Financial Bid for Supply of to KVIC Footwear Manufacturing Tool Kit</b>					
Name of the manufacturing Firm :					
Address					
Telephone / Mobile No.					
Email:-					
Sl. No.	Name of the item / Machine	Qty. (No.)	Rate quoted	Taxes	Total rate including all Taxes
1	Stitching Machine –(K-31) Indian Make	01			
2	Post bed Stitching machine Single needle (preferably Taiwan Make)	01			
3	Upper Skiving Machine	01			
4	Combined Roughing & Finishing machine Indian Make	01			
5	Heat re-activator (Indian make)	01			
6	Pneumatic Sole Attachment Press	01			
7	Air Compressor (Indian Make)	01			
8	Shoe last HDPE	50			
9	Lasting jacks 4 nos. fitted on the table	1			
10	Working tables (Desiging-1, Clicking-1, Closing -1)	3			
11	List of Tool Kit to be used in Shoe Manufacturing ( <b>sum total of 11.1 to 11.22</b> ).	01 Set			
11.1	Designing knife (NT cutter) 9mm , with comfortable grip , and 10 pcs of 9mm NT cutter Blade	01 Set			
11.2	Spring Divider Suitable for Leather works, 100 mm	01 Set			
11.3	Leather cutting Knife handle With removable blade type having 5 pcs. of blade	01 Set			

<b>11.4</b>	Folding Hammer suitable Leather footwear making.	01 Set			
<b>11.5</b>	Thread Nipper/Trimmer suitable for nylon thread Cutting	01 Set			
<b>11.6</b>	Nail Puller with PVC grip on Handle	01 Set			
<b>11.7</b>	Punch Set for Shoe Making size 1 – 10	01 Set			
<b>11.8</b>	Eyelet Setter (200&400) Eyelet Punch Die Tool Set	02Sets (01 Set each)			
<b>11.9</b>	Rampi -Hand skiving with wooden handle Length 6 inch with wooden handle, blade material mild steel, Weight 150 gm to 200gm Approx.	01 Set			
<b>11.10</b>	Rampi - Bottom, Material Steel	01 Set			
<b>11.11</b>	Brass handled scissor – 10 Inches	01 Set			
<b>11.12</b>	Trimming scissor with brass handle- 8 Inch, Standard	01 Set			
<b>11.13</b>	Lasting Jack, Steel based, Standard	01 Set			
<b>11.14</b>	Pincer for footwear work Length 8-inch, Weight 300 to 400gmApprox.	01 Set			
<b>11.15</b>	Cobbler Hammer with wooden handle10-12-inch- longsteel head,Weight500gmApprox	01 Set			

11.16	Polishing brush good quality Wooden Length 8-inch, Weight 100gm Approx.	01 Set			
11.17	Tool Box - Size of Tool Box of L-18-inch, W-11inch, H-7.25 inch with Khadi India Sticker outside and inside. On inside sticker "Tool Kit supplied by Khadi and Village Industries Commission is to be mentioned clearly. Printed Sticker above the box "KHADI INDIA with LOGO size(9-inch x 6 inch)	01 Set			
11.18	Shoe last 6 pair (3 pairs ladies and 3 pairs gents)	06 Pairs			
11.19	PP board 12x10x1 inch	01 Set			
11.20	Three-legged Jack Cobbler 4 KG cast Iron	01 Set			
11.21	Hand Ironing tool 230v,50 Watt for removing wrinkles	01 Set			
11.22	Sharpening Stone Size (8") 200mm x 50 mm x 25mm, Weight 300- 500 gm Approx.	01 Set			

Place:

Signature of authorized person:

Date:

Name:

Designation:

Seal

**Note:** While submitting the offer and quoting cost; the agency has to take into consideration the guidelines, terms & conditions and various clauses of the draft agreement. Since this is a fixed price contract and therefore, price quotation shall include inter-alia direct and indirect wages, overheads, cost of transport (**i.e. All India average cost**), and cost of items.

**BID-SECURING DECLARATION**

**Invitation to Bid No. (Insert reference number)**

To: (Insert name and address of the Procuring

Entity) I / We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof  
Pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security/ **Earnest Money Deposit (EMD) Undertaking** and signed the Contract.

**Signature of the Bidder with Seal**