

AYESHBAGH. S.K.U.S. Ltd.
(NOTICE INVITING TENDER)

Memo. No.1/A.S.K.U.S.L /2011

Dated:04.1.2012

The Ayeshbagh. S.K.U.S. Ltd. invites Rates & Technical Details for *Supply, Installation, Testing and Commissioning for the Fruits & Vegetable Processing Plant consisting of under-mentioned items* in sealed envelope (**Two-Bid System**) from **Manufacturers** only for the following items and as per details given below:

Sr. No.	Tender No.	Specifications & quantity of the item	Quantity	Estimated cost
		Fruit & Vegetable Processing Plant consisting of:		
		a) Fruit Crusher	a)1no	
		b) Twin Pulper.	b)1 no	
		c) Stem Jacketed Kettle	c)2 no	
		d) Mixing Tank .	d)1 no	
		e) Homogenizer (single stage).	e)1no	
		f) Stainless Steel Pump.	f)1 no	
		g) Stainless Steel Collection Vessel .	g)5no	
		h) Stainless Top Table.	h)2no	
		i) Volumetric Filling Machine .	i)1no	
		j) Weighing Scale.	j)2 sets	
		k) Steam generator Boiler, Non-IBR grade Oil fired Baby Boiler.	k)1set	
		l) Chimney for boiler.	l))1no	
		m) Steam Pipe Line	m)1no	
		n) Straight Line Exhaust Box	o)2no	
		o) Crown Corking machine.	p)2no	
		p) Twist off Lug Cap Sealing Machine.		
		q) Hot Air Drier.	q)1no	
		r) Plastic crates & pallets.		
		s) Batch Printing Machine.	s)1 set	
		t) Water Treatment Plant.		

The Tender Documents for items will be on Two-Bid System consisting of Technical Bid and Price Bid. The Tender Documents will be submitted item-wise in two separate sealed covers clearly mentioning on the envelope the details of items for which bid is submitted. Any firm may bid for any number of items against the Tender Document but each offer must be item-wise in two bid cover.

The Tender Document (non-transferable) along with detailed specifications, terms and conditions may be obtained by the **Interested Manufacturer** on submission of a written application to the undersigned. The Tender document may be collected during office Hrs. (from 10.00 am to 4.00 pm) on all working days (Monday to Saturday) either in person or by post from the office of the undersigned. The postal charges of Rs. 100/- (Rupees Hundred only) will be charged extra if tender document is required to be sent by post.

b) Date of commencement of sale of Tender Document: From the date of issue of the tender notice i.e.

c) Last date for collection of Tender Document:

d) Last date and time for receipt of Tender Document: 30 days from the date of issue of tender notice in the News Papers.

The tender should be addressed to the undersigned and should be delivered in person or sent by Registered post so as to reach the **Ayeshbagh S.K.U.S. Ltd. Vill:- Ayeshbagh,P.O:- Roshanbagh;**

Dist:- Murshidabad, West Bengal. by the due date. No tender will be accepted after the due date and time and the **Ayeshbagh S.K.U.S. Ltd. Vill:-Ayeshbagh,P.O:- Roshanbagh;Dist:- Murshidabad, West Bengal.** will not be responsible for any type of postal delay.

The Ayeshbagh S.K.U.S. Ltd. reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.

Secretary
Ayeshbagh S.K.U.S. Ltd.
Vill:- Ayeshbagh
P.O:- Roshanbagh
Dist:- Murshidabad
West Bengal.

Detailed Specifications of Fruits & Vegetable Processing Plants

Sl. No	Items of Project	Power(H. P)	Unit	Qty.
1	Plumbing, Water treatment plant		2 Cu. Mtr/hr	L.S.
2	Washing Vat-6Ft*3Ft*3Ft.		54 Cu. Mtr.	
3	Fruit Crusher: for crushing light skin fruit to small pieces and smashed for extracting pulp. Body made of 304 SS sheet	1	Capacity- 500 kg/hr	One set
4	Twin Pulper- extracting pulp from climacteric fruits. Sieve 1/32 made of Stainless steel, two nylon brush included, made of 304 SS sheet.	2	Capacity	One set
5	Stem Jacketed Kettle: for preparing sugar solution boiling of pulp etc. Tilting type—Made of 3mm thick 304 S S Sheet of Pan and 2.5 mm thick of jacket. Supporting structure is made of MS channel.		Brimful capacity 225 lit.	Two sets
6	Mixing Tank- for mixing of pulp with sugar solun. and other solun. Made of Ms channel		Capacity: 500 Lit.	One set
7	Homogenizer (single stage): for homogenizing fruit juices, ketch up mango pulp. All parts of head fabricated in stainless steel (Food grade), pressure gauge 6000PSI.	3	Capacity: 150 Lit.	One set
8	Stainless Steel Pump: for transferring semi finished, finished products from one vessel to next vessel.	2		One Set
9	Stainless Steel Collection Vessel – for collection and on process storing of pulp. juice, sugar syrup Made of 304 SS 16 swg sheet for lid.		Capacity: 200 lit. each	Five nos.
10	Stainless Top Table- structure of mild steel square heavy duty pipe. Top is of ¾” thick ply wood covered with Stainless Steel sheet polished.		5Ft*3Ft*3Ft	Two
11	Volumetric Filling Machine- Twin Head. To fill squash juice in bottles, made of 304 S.S. The machine is suitably arranged to upper and lowering of filling head with nozzle to prevent spillage during filling and accurate fill.	1	Capacity: 100ml-500ml/600mk-1000ml/10-16 bottles per minutes	One Set with additional part for higher capacity
12	Weighing Scale		Capacity: 400 Kgs /Readability 20Gm & 3 Kgs./readability 0.1 gm	Two Set
13	Steam Generator Boiler, Non-IBR	2	Capacity:400	One set

	grade Oil fired Baby Boiler- made of MS prime plate combined with seamless tubes; comprising of Steam generator, Pre-heater, Steam exhauster, can-opy and oven. Equpd with auto oil fired burner, oil filter, digi tem. indicator, pressure gauge, safety valve, Feed Pump, water glaze glass, valves for steam release Water drainage, NRV.		kgs steam per hour at 7 Bar pressure	
14 a)	Chimney for boiler:- 32 Ft. ht. MS Plate of 4mm & 3mm thickness 10" & 8" dia. Complete with tie rod and rope			One
14 b)	Steam Pipe Line		80 running Ft	One set
15	Retort:- 3mm thick M.S ring, Paddle lifted lid, supported on MS structures		Capacity 400 bottles of 500 gm. At a time	One set
16	Straight Line Exhaust Box- Can/Jar pass- 2nos at a time. Bottom and cover of aluminium. in three speed	1.5	Capacity: 18 ft. length	One Set
17	Crown Corking machine- Hand operated, Heavy Duty			Two
18	Twist off Lug Cap Sealing Machine- for 100% leak proof airtight, hermetically seal bottle/jar products to preserve flavour and taste. Semi auto manual and pneumatic working attached with air compressor.		Capacity 1000 bottles/hr of 53-88 mm caps	Two
19	HOT AIR DRIER- Inner chamber with aluminium sheet Outer cabinet with CRC sheet Insulation: 3" thick layer of glasswool, BDH Nichrome Wire Make heating element, : 5 ⁰ C+ Ambinet to 80 ⁰ C, PID ON /OFF type Digital Temperature Indica-tor cum Controller with 100 sensor. Air Circulation: 2 nos 0.5 H.P. motor operated blower and 2 heAir Circulation :2 nos 0.5 H.P. motor operated blower. ater of 2KW each. Complete with switch, neou, cable etc.	7.5	Capacity with 48 S.S. Tray of 16"*16" Size	One
20	Plastic crates & pallets			100 Crates & 25 Palates

Boiler Technical Specifications
Boiler Dimensions 150-250kW (0.5-0.85 Million Btus)

Heat Output kW (MMBtu)	150 (0.5)	180 (0.6)	220 (0.75)	250 (0.85)
Height mm (ft)	1825 (6')	1825 (6')	1825 (6')	1825 (6')
Length (X) mm (ft)	2100 (6'11)	2220 (7'4")	2340 (7'9")	2460 (8'1")
Width mm (ft)	2700 (8'10")	2700 (8'10")	2700 (8'10")	2700 (8'10")

BOILER TECHNICAL DATA						
Marking		150	180	220	250	300
Full load output	Btu	510,000	610,000	750,000	850,000	1,000,000
Partial load output	Btu	137,000	154,000	188,000	222,000	256,000
Boiler efficiency at full load	%	85-90	85-90	85-90	85-90	85-90
Boiler class (ASME)		IV	IV	IV	IV	IV
Water						
Water volume	gal	100	110	122	132	182
Diameter of the water connection	in	3	3	3	3	4
Hydraulic-pressure drop of the boiler at the temperature fall 35 °F	mbar	65	73	80	87	95
Boiler operating temperature	°F	140-240	140-240	140-240	140-240	140-240
Minimum return water temperature	°F	135	135	135	135	135
Maximum operational pressure	psi	30	30	30	30	30
Test pressure	psi	75	75	75	75	75
Temperature of furnace	°F	1650 – 2000				
Pressure of furnace	in (H ₂ O)	- 0.016	- 0.016	- 0.016	- 0.016	- 0.016
Required draught of the chimney	in (H ₂ O)	0.08	0.08	0.08	0.08	0.08
Requirement for the forced draught		Yes	Yes	Yes	Yes	Yes
Exhaust temperature at full load	°F	430	430	430	430	390
Exhaust temperature at partial load	°F	280	280	280	280	250
Flue gas output at full load	lbs/h	760	860	960	1040	1150
Flue gas output at partial load	lbs/h	200	230	260	280	310
Flue diameter	in	9	9	9	9	12
Chimney diameter	in	10	10	10	10	14
Type of chimney		Moisture-resistant				
Fuel						
Maximal size	in	1	1	1	1	1
Maximal moisture	%	30	30	30	30	30
Electrical installation						
Connector		230V, 60 Hz, 3-phase				

7. WATER TREATMENT PLANT

Special Conditions:

1. MCC/Motors/On-Off Switches etc.: All electric motors will be of standard make viz. Crompton/Kirloskar/GE/Greaves/Siemens and all on-off switches should be of Siemens/ L&T/Allen Bradley make.
2. Manufacturer must provide all MS piping, SS Piping, Cabling, Water lines, MCC Panel as required to proper functioning of the equipments and it must be included in the scope of the supply of equipments.

Enclosure-2

TENDER DOCUMENT FOR: Fruits & Vegetable Processing Plant

BID REFERENCE	1/A.S.K.U.S.L /2011
DATE OF COMMENCEMENT OF AVAILABILITY OF BIDDING DOCUMENT	AFTER PUBLICATION OF TENDER NOTICE IN NEWS PAPER
LAST DATE TIME FOR COLLECTION OF BIDDING DOCUMENTS	21 DAYS FROM PUBLICATION OF TENDER NOTICE IN NEWS PAPER
LAST DATE AND TIME FOR RECEIPT OF BIDS	One month (30days) from Publication of Tender notice in news paper upto 12.00 noon.
DATE AND TIME OF OPENING OF SEALED BIDS	Same day at 1:30 P.M
ADDRESS FOR COMMUNICATION	Secretary Ayeshbagh S.K.U.S. Ltd. Vill:- Ayeshbagh P.O:- Roshanbagh Dist:- Murshidabad West Bengal. PIN-742164

TENDER DOCUMENT FOR: Fruits & Vegetable Processing Plant

INVITATION FOR BIDS

1. Sealed bids in Two Parts (Techno Commercial Unpriced & Priced bids) are invited from eligible bidders for the following

Sr. No.	Tender No.	Specifications & quantity of the item	Quantity	Estimated cost
		Fruit & Vegetable Processing Plant consisting of: a) Fruit Crusher b) Twin Pulper c) Stem Jacketed Kettle d) Mixing Tank 1 no. e) Homogenizer (single stage) 1no. f) Stainless Steel Pump 1 no. g) Stainless Steel Collection Vessel 5no. h) Stainless Top Table 2no. i) Volumetric Filling Machine 1no. j) Weighing Scale 2 sets. k) Steam Generator Boiler, Non-IBR grade Oil fired Baby Boiler 1set. l) Chimney for boiler 1no. m) Steam Pipe Line 1no n) Straight Line Exhaust Box o) Crown Corking machine 2no. p) Twist off Lug Cap Sealing Machine 2no. q) Hot Air Drier 1no. r) Plastic crates & pallets. s) Batch Printing Machine 1 set. t) Water Treatment Plant.	a)1no b)1 no c)2 no d)1 no e)1no f)1 no g)5no h)2no i)1no j)2 sets k)1set l))1no m)1no o)2no p)2no q)1no s)1 set	

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the **Ayeshbagh S.K.U.S. Ltd. Vill:- Ayeshbagh,P.O:- Roshanbagh; Dist:- Murshidabad, West Bengal.**
3. Each set of bidding document can be collected by any interested eligible bidder from **Ayeshbagh S.K.U.S. Ltd.**
4. The Ayeshbagh S.K.U.S. Ltd. reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons therefore.
5. This Tender Document contains the following:
- A. Instructions to Bidders
 - B. General conditions of contract
 - C. Tender form (Techno Commercial Unpriced Bid)
 - D. Tender form (Priced Bid)
 - E. Check-list for Bid/Tender submission

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Qualification Criteria/ Eligible Bidders

- 1.1 This Invitation for Bids is open to all manufacturers to quote in response to this NIT.
- 1.2 Copies of valid Central/State sales tax registration certificate, Income tax clearance certificate, proof of manufacturing unit/general order suppliers and copies of two major supply orders valuing more than Rs. 20.00 Lakh executed during the preceding two years for Govt. Depts. /PSUs /Universities/ Research Laboratories/Institutes and Central Autonomous bodies have to be submitted.
- 1.3 A copy of ISO – 9001 certificate must be submitted along with the technical bid.
- 1.4 Bid will be accepted only from the manufacturers of the item required.
- 1.5 The bid offering all equipments of Fruit & vegetable Processing Plant consisting of all components with installation, testing and commissioning shall be eligible. Parties who are unable to quote/offer all the equipments for processing unit as per the required specifications will not be entertained.
- 1.6 The individual price of each component is required to be quoted. However the cumulative total of all the equipments and their installation/testing/commissioning/taxes/transportation//pipelines etc. shall be considered for price comparison and awarding the tender for the items mentioned under Fruit & Vegetable Processing Plant equipments as one unit.
- 1.7 The experienced firms having executed at least 5 complete Fruit & vegetable Processing Plant/Units in the Government organizations/University/Research Institutes shall be given preference (list to be provided). Also the firm should have more than 10 years of experience in the industry.
- 1.8 SSI/NSIC Registered units will be given preference.
- 1.9 Manufacturer will have to provide maintenance for running the pilot-plant for one year from the date of commissioning.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Schedule of requirements;
- (d) Tender Form (technical bid).
- (e) Tender Form (financial bid)

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

C. Preparation of Bids

5. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language.

6. Documents Comprising the Bid

7.1 Techno commercial unpriced bid and priced Bids: The bids are to be submitted in two parts in separate sealed envelopes i.e. Techno-Commercial unpriced bid and Priced Bids.

(a) Priced bid.

7.2 Techno commercial unpriced bid: The Techno commercial unpriced bid prepared by the bidder shall be provided in the following Model Response format :

Model Response format

- (a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier.
- (b) List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
- (c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the material.
- (d) Details of Permanent Account Number and latest income tax clearance certificate.
- (e) Details of S.T. No. along with a copy of certificate to be attached.
- (f) Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial unpriced bid without indicating the pricing components.
- (g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7.3 Priced Bid

The priced bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in the schedule of requirements.

- (a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores.
- (b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (c) The price quoted by the tenderers should be inclusive of Excise Duty & Sales Tax
- (d) Quoted prices should be firm and inclusive of Octroi, Freight and Forwarding charges, Handling charges, Loading and Unloading charges, Insurance charges etc.
- (e) The prices once accepted by the Ayeshbagh S.K.U.S. Ltd shall remain valid till the successful execution of the order and till supplies are fully effected and accepted for 12 months from the date of acceptance of tender whichever is later. The purchaser shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.

NOTE

1. **THE TWO BIDS (BOTH TECHNO COMMERCIAL UNPRICED BID) ALONG WITH EARNEST MONEY DEPOSIT (EMD) AND SAMPLES (IF REQUIRED) AND THE PRICED BID SHOULD BE SUBMITTED SEPARATELY FOR EACH TENDER.**
2. **CONDITIONAL BIDS WILL NOT BE ACCEPTED**

8. Bid Prices

8.1 The Bidder shall indicate on the Schedule of requirements, the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

9.1 Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

10.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

D. Submission of Bids

11. Sealing and Marking of Bids

11.1 The outer envelope containing Techno commercial unpriced bid and priced bid shall be addressed to **Ayeshbagh S.K.U.S. Ltd. Vill:- Ayeshbagh,P.O:- Roshanbagh, Dist:- Murshidabad, West Bengal.**

11.2 The inner envelope shall indicate the name and address of the bidder, tender number due date and contents i.e. "Techno commercial unpriced bid" and "Priced bid".

11.3 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

12. Deadline for Submission of Bids

12.1 Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

13. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.2 The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope

14.3 No bid may be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

E. Bid Opening and Evaluation of Bids

14. Opening of Techno-Commercial Unpriced Bids

15.1 The purchaser will open all techno commercial unpriced bids in the first instance.

15. Clarification of Bids

16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

16. Evaluation of Techno commercial unpriced Bid

16.1 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

16.2 The purchaser will reject a bid determined as not substantially responsive.

16.3 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

16.4 The bidders short-listed by the purchaser based on evaluation of their technical bids may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

17. Opening of Priced Bids

17.1 The Purchaser will open the Priced Bids of only those bidders whose techno commercial bids have been found to be substantially responsive.

17.2 The priced Bids of the technically qualified bidders shall be opened by the Purchase Committee.

18. Evaluation and Comparison of priced Bids

18.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected

18.2 Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

18.3 The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.

19. Purchasers right to accept any bid and to reject any bid or all bids

19.1 The Purchaser 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 thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

20 Award Criteria

20.1 Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21. Notification of Award

21.1 Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

22. Factors Affecting the Award of Supply

22.1 The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

22.2 Conformity with the Request for Bid/Tender required and conditions.

22.3 The assessment based on the response to Model Response Outline.

22.4 The assessment of the capability of the bidder to meet the terms and conditions.

22.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.

22.6 The cost and the discount offered, if any.

23. Fall clause

23.1 The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

23.2 The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price

payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

23.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "The Purchaser" means the organization purchasing the Goods i.e **Ayeshbagh S.K.U.S. Ltd. Vill:- Ayeshbagh,P.O:- Roshanbagh; Dist:- Murshidabad, West Bengal.**
 - (g) "The Purchaser's country" is India.
 - (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (i) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids.

6.1 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

6.2 Tender documents are available with the purchaser. Interested bidders may collect the tender documents. The purchaser shall not be liable for either non-receipt of the tender document or for delay in receipt of tender document.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

8.1 If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to :

- (a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
- (b) Reject the material, which shall be final and binding on the contractor.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 The Supplier shall make delivery of the items/pilot-plant within 3 months from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

10.2 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.

10.3 The delivery of Stores shall be affected at the premises free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

12. Transportation

12.1 Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.

13. Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in India.

13.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.

13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

13.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1 90% of the payment shall be made after inspection of the materials and satisfactory performance. Rest 10% six month of after the date of commissioning.

15. Prices

15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

16. Change Orders

16.1 The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.

20.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty

21.1 Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

"For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.

However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

24.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

25. Termination for Convenience

25.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

26. Resolution of Disputes

26.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

26.3 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

27. Governing Language

27.1 The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

28.1 The contract shall be governed by the Law of Contract for the time being in force.

28.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

28.3 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

28.4 One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

29. Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, licence fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

TENDER FORM

(Techno Commercial Unpriced Bid)
(On the letter head of the firm submitting the bid)
Tender No.....

To _____
The _____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. The following have been added to form part of this tender.
 - (a) Details of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped (without indicating price)
 - (c) Income Tax clearance certificate.
 - (d) Copy of last audited balance sheet.
 - (e) Copy of Valid Central/State sales tax registration certificate.
 - (f) Copy of relevant major purchase orders valuing Rs. 20.00 lakh/- executed during last three year for Govt. Deptts., PSUs & Central Autonomous bodies/Universities/Research Institutions etc.
 - (g) Proof of manufacturing Unit.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) Any other enclosure. (Please give details)
4. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
5. Certified that the bidder is:
A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
Or
A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
A company and the person signing the document is the constituted attorney.
(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).
6. We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,
(Signature of bidder)
Dated this day of _____
Address:.....
.....
.....
Telephone: _____
FAX _____
E-mail _____
Company seal

Tender Form

(Priced Bid)
(On the letter head of the firm submitting the bid document)

To
The _____

Ref: Tender No Dated-----

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R **Ayeshbagh S.K.U.S. Ltd. Vill:- Ayeshbagh,P.O:- Roshanbagh;Dist:- Murshidabad, West Bengal.** We enclose herewith the complete Financial Bid as required by you. This includes:

- i. Price Schedule as per schedule of requirement.
- ii. Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/
constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Details of enclosures

Signature of Bidder

Full Address:
Telephone No.
Fax No.
E-mail:
COMPANY SEAL

Checklist for Bid/Tender Submission

The following check-list must be filled in and submitted with the bid document:

Pre-qualification Bid

- | | |
|--|--------|
| 1. Was the bid document issued to you? | Yes/No |
| 2. Have you attached the techno commercial unpriced bid form duly filled in appropriately ? | Yes/No |
| 3. Have you attached a copy of the last audited balance sheet of your firm | Yes/No |
| 4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of Central/State sales tax registration certificate(as per clause 1.2 of ITB) | Yes/No |
| 5. Have you attached the copies of relevant work orders from Govt. Deptt/PSUs and Central Autonomous Bodies.(as per clause 1.2 of ITB) | Yes/No |
| 6. Have you submitted samples of all items indicated in the respective schedule of requirements. | Yes/No |
| 7. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid (as per clause 6 of ITB). | Yes/No |
| 8. Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender? | Yes/No |
| 9. Have you enclosed the statement of deviations from financial terms and conditions, if any? | Yes/No |

Priced Bid:

- | | |
|---|--------|
| 1. Have you signed and attached the priced bid form. | Yes/No |
| 2. Have you attached the schedule of requirements duly priced | Yes/No |