

MURLU CLAY TILES CLUSTER INDUSTRIAL CO-OPERATIVE SOCIETY LTD
Govt. Regd. No. 3/M & SSE, WB OF 2009-2010, DATED-22.12.2009
AT & PO-MURLU, PS-SALTORA, DIST-BANKURA

NIT No. 83/Murlu/ 2014-15

Dated: 08-09-2014

NAME OF WORK: - Supply, Installation, testing & Commissioning of Diesel fired shuttle kiln for Setting up of Common facility centre (CFC) of Murlu clay tiles cluster Industrial co-operative society ltd. at & PO-Murlu, PS-Saltora, Dist-Bankura.

OFFICER INVITING BIDS: Secretary, Murlu clay tiles cluster, Industrial co-operative society Ltd.

1. Bids are invited for the above -mentioned work from the Manufacturers/suppliers **from India**. The details of Tender conditions and terms can be downloaded from the website www.murluclaytiles.com, www.apitco.org, www.mssewb.org & www.wbseps.com

Bid reference	:	MCTC ICSL / 14-15/02
Date of placing of bidding document on website	:	08-09-2014
Cost of Tender Document (Non Refundable)	:	Rs. 1000/- (One Thousand Only)
Earnest Money Deposit (EMD)	:	As per Schedule in Page.No.2
Last date for receipt Of Queries/clarifications Addressed to Bid Inviting Officer (Only By email as mentioned in address of communication.)	:	15-09-2014
Date , Time & Place of Pre-Bid meeting	:	1200 Hours, 17-09-2014, DISTRICT INDUSTRIES CENTRE BANKURA
Queries/Clarifications answered by	:	17-09-2014
Last date and time for receipt of Bids	:	1700 Hours, 24-09-2014
Time and date of opening of Technical bid	:	1200 Hours, 25-09-2014
Time and date of opening of Financial bid	:	To be Confirmed later
Address for Communication	:	Secretary MURLU CLAY TILES CLUSTER INDUSTRIAL CO-OPERATIVE SOCIETY LTD AT & PO-Murlu, PS-Saltola, DIST-BANKURA, West Bengal Pincode - 722158 Phone No. 9647917195 Email: manikchandrakumbhakar@gmail.com

2. The following works are put to tender:

SCHEDULE OF REQUIREMENTS:

Sl. No.	Name of the Work	Earnest Money (Rs.) (EMD)	Time Allowed for Completion (Months)
1	Supply, Installation & Commissioning of Shuttle Kiln as per Schedule-A enclosed	As per Schedule-1	1 month

3. ELIGIBILITY CRITERIA:

- i) The Bidder must have an average annual turnover in the last 3 years of at least 50% of the estimated cost (In case of bidders participating for multiple schedules, the average annual turnover should be at least 50% of the cumulative estimated cost) and also to have a positive net worth and as certified by a Chartered Accountant.
- ii) The Bidder must have supplied one or all the items mentioned under schedule of requirements during last 3 years for which he is quoting for.

4. GENERAL CONDITIONS:

1. The Bidders can quote for any no. of items (one or many) as per their choice.
2. Bidders would be required to submit their bids in the paper form only.
5. The total E.M.D. payable is 2 ½ % of the supply value. Part of the E.M.D (**AS SHOWN IN THE ABOVE TABLE UNDER SCHEDULE OF REQUIREMENTS**) should be paid along with bids. The E.M.D. should be paid by way of Bank Crossed Demand Draft of any Nationalized Bank and drawn in favour of **Murlu clay tiles cluster Industrial co-operative society Ltd**, payable at "**United Bank of India, Saltora Branch**". The balance EMD to be paid at the time of concluding agreement.
6. The intending Bidders will have to produce the following valid documents to the undersigned along with the application for participating in the tender.
 - a) Company Registration Certificate
 - b) PAN / TAN Certificate.
 - c) VAT/CST Registration Certificate.
 - d) Service Tax registration.
 - e) In case of partnership firms, the partnership deed along with AOA and MOA.
 - f) Balance sheets for the last 3 financial Years 2011-12. 2012-13 & 2013-14
 - g) Professional Tax Clearance Certificate.
 - h) Valid Trade license.
 - i) Credentials for successful completion of similar type of works in last three years. Documents to be produced. (Performance Certificates from the clients to substantiate the Eligibility Criteria)

7. The documents as above will be scrutinized in order to assess the eligibility of the applicant to participate in the Tender. On being fully satisfied about the eligibility the necessary permission may be granted. However the Tender inviting authority reserves the right in this respect.
8. The contract documents shall comprise of the tender notice and the following documents;-
 - a) Specifications, Terms & conditions.
 - b) Necessary drawing.
 - c) Technical Specifications and description along with the make of major items.
 - d) Power and utility requirements.
9. The prices to be quoted against the respective item as given in the schedule of items for which bidder is quoting.
10. The bidder must quote the price along with the applicable taxes and duties, Erection & Commissioning charges, Transportation Charges, Loading & Unloading Charges at site or any other charges. The quoted price will be the final price and no other charges will be entertained on later date after signing in to the agreement of contract.
11. Before submitting any tender the Bidders are to satisfy themselves by actual visit & acquaintances with the site of work & local conditions there.
12. Each page of the tender documents i.e. Schedule, Drawing & Specification must be signed by the Bidder with the date & seal of the firm, In case of any correction, in the tender documents, it must be signed by the Bidders with date before submission of the tender. All rates should be quoted in ink.
13. Bidder who sign tender on behalf of the Company / Firm must produce the valid Power of Attorney in support of their competency.
14. Tenders which do not fulfill the above condition or incomplete in any respect will be liable to rejection.
15. The rates quoted shall remain valid for acceptance up to 3 (Three) months from the date of opening the tender.
16. The undersigned is bound neither to accept the lowest of any tender nor to assign any reason for rejection of any tender and reserves the right to accept the whole or any part of the tender. The tender accepting authority also reserves the right to split the work or to cancel a portion of work, without assigning any reason thereof.
17. If any Bidders withdraw his tender before its acceptance or rejection without satisfactory justification, he shall be disqualified to participate in the tender for a period, and the deposited earnest money will be forfeited.
18. The successful Bidders will be awarded Notification of Award and shall enter in to Agreement of Contract within 7 days of issue of Notification of Award failing of which the acceptance notice will stand cancelled & the earnest money will be forfeited.
19. All electrical work shall be carried out in accordance with provision of Indian Electricity Act, Indian Electricity rules and Regulation & Byelaws of the local Electric supply Authority.

20. The entire work shall be completed within the stipulated time from the date of issue of the work order/Agreement of Contract.

21. All the machinery/equipment/items shall conform to their respective standards and any other statutory regulations which are required like PCB etc.

22. Procedure for submission of Bids:

The tender papers following two Bid System (Technical Bid-A and Financial Bid-B) can be submitted on all working days (except holidays) during office hours either by Speed Post/Registered Post addressed to the Office of the “**Murlu clay tiles cluster Industrial co-operative society Ltd**” At & Po-Murlu, Ps-Saltora, Dist-Bankura, West Bengal, or by dropping those in the Tender box within the stipulated period.

The envelope should be super-scribed with item of bid and submitted to “**Murlu clay tiles cluster Industrial co-operative society Ltd**” At & Po-Murlu, Ps-Saltora, Dist-Bankura, West Bengal. The tender should be submitted in a proper manner with index for easy identification.

23. Guide lines for submission of Tender Papers

Envelope with superscription as Envelope-A should contain the Technical Bid, Tender Fee (if downloaded from the website) and EMD. (If purchased, to enclose the original receipt of the Tender purchase fee)

Envelope with superscription as Envelope-B should contain the Price Bid.

Both the Envelopes A & B are to be put together in a single envelope and to be super-scribed with particular item of Tender. No.

Earnest Money Deposit (EMD) – Along with their bids the Bidders are required to submit an EMD amount as specified in the form of an A/c Payee Demand Draft only, drawn in favour of “**Murlu Clay Tiles Cluster Industrial Co-Operative Society Ltd**” and payable at “**United Bank Of India, Saltora Branch**”. Any tender without demand draft for EMD will be **DISQUALIFIED** and **REJECTED** and **price bid will not be** considered. Photo/Fax copies of the demand draft will not be accepted.

Sd/-
Secretary,
Murlu clay tiles cluster,
Industrial co-operative society Ltd.

INSTRUCTIONS TO TENDERERS

1. Return of E.M.D. to unsuccessful Bidder:

The earnest money deposit will be refunded to the unsuccessful tenderer by registered post at the expiry of the period of validity of tender or the entrustment of the work to the successful tenderer whichever is earlier.

2. Return of EMD to successful Bidder:

The EMD paid by the successful tenderer at the time of tendering will be adjusted against the security deposit payable at the time of signing the agreement.

- i. The E.M.D. shall be forfeited.
 - (a) If the Bidder withdraws the Tender during the validity period of Tender.
 - (b) In the case of a successful Bidder, if he fails to sign the Agreement for whatever the reason.

3. TENDER OPENING AND EVALUATION

Tender opening:

- 3.1 The Technical bids will be opened by the Secretary or his nominee at the time and date as specified in the **Notice Inviting Tender**. All the Statements, documents, certificates, Demand Draft etc., submitted by the Tenderers will be verified for technical evaluation. The technical bids will be evaluated against the specified parameters / criteria and the technically qualified bidders will be identified.

4. Pre-Bid Queries

- 4.1 Bidders may address any queries arising out of the tender document by email or by post on or before the last date of receipt of the pre-bid queries as mentioned in Notice Inviting Tender.
- 4.2 The pre-bid meeting will be conducted as per the time and schedule mentioned in NIT.
- 4.3 The response to the pre-bid queries will be placed on the website of the Tender Inviting Authority without identifying the source of the query.

5. Clarification on the Technical Bid:

- 5.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information submitted by the tenderer. The clarification called for from the bidder shall be furnished within the stipulated time, which shall not be more than a week.
- 5.2 The Bidder if so desirous shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

6. Examination of technical Bids and Determination of Responsiveness:

- 6.1 The Secretary or his nominee will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.
- 6.2 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

7. Price Bid Opening:

- 7.1 At the specified date and time, the price bids of all the technically qualified bidders will be opened by the Secretary or his nominee and the result will be displayed on the notice board of the society which can be seen by all the bidders who participated in the Tenders.
- 7.2 The Price Bid of the Unqualified Tenderers will not be opened.
- 7.2.1.1 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy or non-adherence to conditions, the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity or dispute, the decision taken by the Tender Accepting Authority on tenders shall be final.

8. Evaluation and Comparison of Price Bids:

- 8.1 The Secretary or his nominee will evaluate and compare the price bids of all the qualified Bidders.
- 8.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.
- 8.3 Selection of Bidder among the lowest & equally quoted Bidders will be in the following orders:
 - a) The tenderer whose experience in similar works is higher will be selected.
 - b) In case the experience is also same the tenderer whose annual turnover is more will be preferred.
 - c) Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

AWARD OF CONTRACT

1. Award Criteria:

- i. The Secretary or his nominee will award the contract on approval of the tender by competent authority.
- ii. The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

2. Notification of Award and Signing of Agreement.

- i. The Tenderer whose Tender has been accepted will be notified of the award of the work prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Society will pay the Manufacturer/supplier in consideration of the execution, completion, and maintenance of the Works by the Manufacturer/supplier as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
- ii. When a tender is to be accepted the concerned tenderer shall attend the office of the Secretary on the date fixed in the Letter of acceptance. Upon intimation being given by the Secretary, of acceptance of his tender, the Tenderers shall make payment of the Performance Security and additional security deposit wherever needed by way of Demand Draft or Bank Guarantee obtained from a Nationalized / Scheduled Bank with a validity period of duration of Contract period plus Performance period of 12 months and sign an agreement in the form prescribed by the Society for the due fulfillment of the contract. Failure to attend the Secretary's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the Manufacturer/supplier and the Society shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the Manufacturer/supplier and then by the proper officer authorized to enter into contract.
- iii. The successful tenderer has to sign an agreement within a period of 7 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

3. Corrupt or Fraudulent Practices

- a. The Tenderer require that the Manufacturers/bidders / suppliers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government
- b. define for the purposes of the provision, the terms set forth below as follows:

- (i) "corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Government official in procurement process or in contract execution: and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- c. Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d. Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- e. Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

4. Rights of the Society:

- i. The management of the society reserves the right to reject any part off or all of the tenders, without assigning any reason whatsoever.
- ii. In the event of any dispute regarding any of the tender conditions, the decision of the management shall be final.
- iii. In the event of any condition where the bids were not received for any or all of the schedules, the Society reserves the right to extend the time of bidding.

FORMS OF TENDER
AND
UNDER TAKING OF TENDERER

DECLARATION (To be submitted on the Letter head of the Bidder)
[Also to be submitted along with the copies of work done certificates.]

Place:

Date:

To

The Secretary

MURLU CLAY TILES CLUSTER INDUSTRIAL CO-OPERATIVE SOCIETY LTD

AT & PO-Murlu, PS-Saltola,
DIST-BANKURA, West Bengal
Pin Code – 722158.

I / WE have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Society against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any Society in West Bengal or in any State due to any reasons.

Signature of the Tenderer (with Seal)

Name and Complete address of Tenderer

STATEMENT OF RESPONSIVENESS

Name of Bidder/Firm: M/s.:

S.No.	Content/Requirement	Remarks
1.	Name & address of the Firm/Bidder:	
	a. Legal Status : (Proprietary/Partnership/Private Limited/Limited/LLP)	
	b. Place & date of Registration	(As per VAT)
	c. Principal Place of Business	
	d. Charter documents to be submitted viz: ➤ MOA & AOA along with certificates of incorporation and commencement of business in case of companies / Registered Partnership Deed along with a copy latest Income Tax Return filed in case of Partnership Firm / Registration certificate, in case of proprietorship firm along with a copy of latest income tax return filed – All are to be attested by the authorized signatory.	
	e. Approved Annual Reports and Annual Financial statements for the preceding .2013-14	
	f. Copy of the VAT/Sales Tax Registration and details of IT – PAN / TIN copies.	
	Name of the Authorized Person with Tel/email.	
	Is the Power of Attorney attached?	
2.	Is the cost of tender document is paid? (Rs.1,000)	
3.	Tender Schedule no.	
4.	Is the Bid Security (E.M.D) Paid?	
5.	Is the Declaration Form submitted?	
6.	Is the Price Schedule submitted?	

7.	Is the Bid Form Submitted?	
8.	Is the Performance Statement submitted?	
	Are the relevant certificates for each performance submitted?	
9.	Is the Bid in English Language?	
10.	List of Clientele provided or not?	
11.	Are Technical specifications to all machinery items provided or not?	
12.	Financial capability of the bidder as per tender condition.	
13.	Data supporting the financial and technical capabilities to perform the contract.	
14.	Any other information relevant to the tendered works .	

**Signature of the Tenderer
with Seal**

STATEMENT – I

Details of Annual turnover of the Bidder for the last 3 financial years supported by the audited balance sheets.

Year	2011-12	2012-13	2013-14	Average
Amount in Lakhs				

Bidders Positive Net Worth in the latest financial year -----

Signature of the Tenderer

Signature of the Chartered Accountant

Statement-II

The Clientele list:

Year	Name of the Client /Organization	Description/Works Executed	Quantity	Amount of work	Whether successfully completed (Enclose Performance certificate)
2011-12					
2012-13					
2013-14					

Signature of the Tenderer

STATEMENT – III

Information on litigation history in which Tenderer is the Petitioner.

S. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents	Present Stage.
1	2	3	4	5	6

Signature of the Tenderer

UNDERTAKING OF TENDER

[To be submitted on the Letter Head of the Bidder)

Date:

To
The Secretary,
Murlu Clay Tiles Cluster,
Industrial Co-Operative Society Ltd.

Sir,

I / We do hereby tender and if this tender be accepted, under take to Supply, Testing, Installation & Commissioning of the following items/machinery viz as shown in the drawings and described in the specifications available in the tender schedule and also in the office of the Secretary, **Murlu Clay Tiles Cluster** Industrial Co-Operative Society Ltd with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum as quoted .

I/WE have quoted individual amounts for various items/machinery in Schedule ‘A’ both in words & figures. In case of any discrepancy between the amounts in words and figures, the rates quoted in words only shall prevail.

I/WE agree to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Corporation.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the Specifications and the modes of payment therein and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Society based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE enclosed to my/our tender a crossed demand draft (No.....
dated:.....) for Rs.....towards earnest
 money deposit not to bear any interest.

I/WE fully understand that the written agreement to be entered into between me/us and
 Society shall be the foundation of the rights of the both the parties and the contract shall not
 be deemed to be complete until the agreement has first been signed by me/us and then by
 the proper officer authorised to enter into contract on behalf of Government.

I AM/WE ARE professionally qualified an my/our qualifications are given below:

Name	Qualified

I/WE will employ the following technical staff for supervising the work and will see that one
 of them is always at site during working hours, personally checking all items of works and pay
 extra attention to such works as required special attention (eg) Reinforced cement concrete
 work.

Name of technical staff proposed to be employed	Qualification.

TENDERERS / Manufacturer/SUPPLIER'S CERTIFICATE.

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the West Bengal P.W.D Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the Society.
- (2) I/WE certify that I/We have inspected the site of the work before quoting my amount/amounts, I /We have satisfied about the quality, availability and transport facilities for all the materials.
- (3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/WE hereby declare that I/We will not claim any price escalation.
- (5) I/WE hereby declare that I am/We are accepting for the defect liability period as 12 months.

- (6) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted work for respective schedule 'A' items.
- (7) I/WE declare that I/WE will execute the work as per the mile stone programme, and if I/WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (8) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

**Signature of Tenderer
With Seal**

DECLARATION OF THE TENDERER.

- 1) I/WE have not been black listed in any Society / Corporation of State / Central Government due to any reasons.
- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer:

Phone No.:

Fax No.:

Signature of the tenderer.

Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.

1.2 The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Agreement
- 2) Letter of Acceptance, notice to proceed with the works
- 3) Manufacturer/supplier's Tender (Technical bid)
- 4) Conditions of contract
- 5) Specifications
- 6) Drawings
- 7) Bill of quantities (Price-bid)
- 8) Any other document listed as forming part of the Contract.

2. Engineer-in-Charge's Decisions:

2.1 The society/Engineer-in-charge will be the final decision maker and once there agreement of contract is entered, there will not be any changes.

3. Communications:

3.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

4. Other Contractor/suppliers:

The Manufacturer/supplier shall cooperate and share the Site with other contractor/suppliers, Public authorities, utilities, and the Society. The Contractor/supplier shall also provide facilities and services for them as directed by the Engineer-in-charge.

5. Contractor/supplier's Risks:

5.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor/supplier.

6. Insurance:

6.1 The Contractor/supplier shall provide, in the joint names of the Society and the contractor/supplier, insurance cover from the Start Date to the end of the Defects Liability Period i.e., 12 months after completion for the following events which are due to the Contractor/supplier's risks.

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to the Equipment;
- c) loss of or damage of property in connection with the Contract; and
- d) personal injury or death of persons employed for construction.

6.2 Policies and certificates of insurance shall be delivered by the Contractor/supplier to the Secretary **at the time of concluding agreement of the work**. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

- i) The contractor/supplier shall furnish insurance policy in force in accordance with proposal furnished in the Tender and approved by the Society for concluding the agreement.
- ii) The contractor/supplier shall also pay regularly the subsequent insurance premium and produce necessary receipt to the Engineer-in-Charge, well in advance.
- iii) In case of failure to act in the above said manner the Society will pay the premium and the same will be recovered from the Contractor/suppliers payments.

6.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.

7. SETTLEMENT OF CLAIMS:

Except as otherwise provided in the contract, any disputes and differences arising out of or relating to the contract shall be referred to adjudication as follows.

ARBITRATION FOR SETTLEMENT OF ALL CLAIMS

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Society and a contractor/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. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Secretary and the Manufacturer/supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India).
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party then the President of the Institution of Engineers (India) both in cases of the Foreign Contractor/supplier as well as Indian Contractor/supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India) making such appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the

arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (e) In the event of value of the contract is below Rs.50 millions, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the President of the Institution of Engineers (India).
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor/supplier shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Note : Claims means all claims in that contract.

B. COST CONTROL

8. Bill of Quantities:

- 8.1 The Bill of Quantities shall contain items for the construction work/supply of material/supply of machinery to be done by the Contractor/supplier/supplier.
- 8.2 The Contractor/supplier is paid for the quantity of the work done/ supply of material/supply of machinery at the rate quoted in the price bid for each item.

9. Taxes included in the bid:

- 9.1 The rates quoted by the contractor/supplier shall be deemed to be inclusive of the sales Tax (VAT) and other taxes and freight on all materials that the Manufacturer/supplier will have to purchase/supply for performance of this contract.

10. Securities:

- 10.1 The Earnest Money Deposit shall be provided to the Society not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Society. The Earnest Money shall be valid until a date 28 days from the date of expiry of Defects Liability Period.

11. Standards

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.

12. Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or test any or all the equipments for their conformity to the contract, prior to dispatch from the manufacturer's premises or may waive such prior inspection Such inspection and clearance will not prejudice the right of the

consignee to inspect and test the equipment on receipt at destination. The Purchaser shall also have the right to specify as to what inspections and tests it needs and the places to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

If the inspections are conducted by the supplier at 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.

If the equipment fails to meet the laid down specifications, the Supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser free of cost.

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.

On successful completion of acceptability test, receipt of deliverable, training etc. and after the purchaser is satisfied with the Performance of the equipment (after the 72 hours non-stop running of the machines), the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system.

13. Insurance

For delivery of goods at site, the insurance shall be obtained by the Supplier 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 and also covering loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

14. Incidental Services to be included in the price bid

The following services shall be furnished and the cost shall be included in the contract price:

- a) Submit general arrangement drawings, equipment foundation, lay out plan, Electrical & civil load data drawings with in 15 days from the date of signing of the contract.
- b) Performance of the on-site assembly, commissioning and start up of the equipment.
- c) Furnishing of detailed operation and maintenance manuals for each appropriate unit of supplied goods.
- d) Conduct of training of the Purchaser's personnel at the Project site on operation and maintenance of each appropriate unit of supplied goods.
- e) Furnishing of the tools required for assembly and maintenance of the supplied goods.
- f) Performance of maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract. The maintenance of the equipment shall be carried out on regular basis to ensure at least 95% up time or minimum down time.

15. Spare Parts

The Supplier is required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. In the event of termination of production of the spare parts:
- c. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- d. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within one months of placement of order.

16. Warranty

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 (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for 12 months after the successful commissioning i.e., after the issue of Acceptance Certificate.

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

Upon receipt of such notice, the Supplier shall, within 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser to the Purchaser's Site.

17. Payment terms of Machinery suppliers

Payment for the Goods and Services shall be made in Indian Rupees for Indian machinery and in currency of the bid.

- (i) **First Advance Payment: Twenty percent (20%)** of the Contract Price (excluding the charges of erection & Commissioning and taxes & duties) shall be paid within 30 days of signing of Contract against a duly stamped receipt and a Bank guarantee for an equivalent amount issued by a scheduled Commercial Bank located in India or a Bank acceptable to the Purchaser, valid until the Goods are delivered and in the form provided in the contract.
- (ii) **Second Advance Payment: Ten percent (10%)** of the Contract Price (excluding the charges of erection & Commissioning and taxes & duties) shall be paid within 30 days of receipt of complete set of machinery and civil load data drawings against a duly stamped receipt and a Bank guarantee for an equivalent amount issued by a scheduled Commercial Bank

located in India or a Bank acceptable to the Purchaser, valid until the Goods are delivered and in the form provided in the contract.

- (iii) **On Delivery: Fifty percent (50%)** of the contract price with taxes & duties (excluding the charges of erection & Commissioning) shall be paid on receipt of Goods in full at project Site of the Purchaser and upon submission of the documents specified. In respect of furnace oil tank “on delivery” includes erection and installation at the site.
- (iv) **On Final Acceptance: Ten percent (10%)** of the Contract Price (excluding the charges of erection & Commissioning) shall be paid to the supplier at the end of 12 months after the date of the acceptance certificate issued by the Purchaser’s representative for the respective delivery and on successful completion of acceptability tests, training etc. The supplier has the option to receive this amount against providing bank Guarantee for the same amount for this period.
- (v) **Erection & Commissioning charges and remaining 10%:** Erection & Commissioning charges shall be paid on successful completion of acceptability tests, training etc and on issue of acceptance certificate the date of which is deemed as the date of successful commissioning. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the contract price agreed upon under this Agreement. Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits / transportation cost, etc., incurred until delivery of the contracted Goods to the Purchaser at Project Site of the Purchaser.

Any change in taxes and duties will be to the account of the purchaser.

18. Discharge of Bid Security (EMD):

The successful Bidder's bid security will be discharged when the second advance payment falls due.

19. Liquidated Damages

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 liquidated damages, a sum equivalent to 1.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the total Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract.

Subject to the performance requirements specified in the technical specifications, where the supplied goods are not in conformity with all the technical specifications, the Purchaser may consider some minor deviations in the supplied goods which do not affect the Performance of the Goods in the delivery of specific service. Recovery shall be made from the Supplier for not meeting the complete specifications required including performance requirements, by assessing the amount of the deviation with the Technical specifications asked for. The Purchaser reserves the right to either reject them outright or impose such liquidated damages as may be deemed fit by him under the circumstances.

Equipment offered shall have a minimum productivity specified under the Technical Specifications of machinery. For each percentage drop in the machinery performance or efficiency below the norm of 100, the liquidated damages will be imposed by deducting from the payments an amount @ 1% of the Contract price for every 1% drop in production. The accepted limit for the under- performance deviation is 5%. However, no Credit will be given for higher performance.

Since the production cannot be stopped during the round the clock operating hours, the machinery must be built in adequate reliability, and a fail safe design. The production loss is unacceptable and liquidated damages will be imposed for not maintaining the required machinery uptime. The overall uptime of the machinery supplied shall be 95% computed on a weekly basis.

For not maintaining prescribed uptime, a penalty of 3% of the Contract value to be paid for that machinery will be levied for each day of downtime of the machinery. During the warranty period, if the Supplier fails to attend the complaint within 2 days of the date of notice, a penalty as said above will be imposed on the Supplier.

20. Termination for Default

For breach of the Agreement or for any default by the Supplier, the Purchaser shall, without prejudice and in addition to any other remedy under this Agreement or law or equity, have the right to terminate the Agreement in whole or part, by a written notice of default to the Supplier.

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser 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 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” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, 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 purchaser of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, 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.

21. Synchronization:

The supplier is to coordinate/support for coordinating and synchronizing in the installation & Commissioning of the machinery with other suppliers of the project and in giving the required output specified by him (so as to synchronize/match with the other suppliers for the rated production).

Indemnity Bond:

The tenderers should submit Indemnity Bond at the time of the Agreement as specified below.

Name of work:.....

I _____ contractor/supplier S/o. _____ aged _____ Resident of _____ do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification there of and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor/supplier labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie., Failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the Corporation and with other Government Societys / Corporations.

Signature of the Tenderer (With Seal)

TECHNICAL SPECIFICATIONS

[INCORPORATED AS PER REQUIREMENT OF THE WORK PUT TO TENDER WITH THE RELEVANT SPECIFICATION AND NUMBER]

**MACHINERY DETAILS
AND
PRICE BID
(Schedule – A)**

Schedule - 1

Details/specifications of machinery

S. No	Name of M/C with specification	Nos. required	E.M.D (Rs.)	Price in (Rs.)
1	<p>Shuttle kiln for decorative and ordinary tiles (Diesel fired shuttle kiln with double car, Operating Temperature 950° C, 6 Burners)</p> <p>Loading :- On kiln car Flue exhaust :- down draft kiln (natural draft/forced draft). Door. :- from front of the kiln Design :- diesel fired trolley type. Insulation :- Ceramic fiber.</p> <p>Size of the Kiln Outside : a. Width :- 3000 mm b. Depth :- 3330 mm + door c. Height :- 1290 mm (bench level to roof) Size of the kiln (loading/car) :- a. Width :- 3000 mm b. Depth :- 1000 mm + door c. Height :- 1100 mm</p>	01	18,500	

DECLARATION

I/We hereby declare that I / We have inspected and satisfied myself / ourselves thoroughly and I / We am / are conversant with the local conditions, regarding all materials and labour required for the work on which I / We have based my / our rates for the work. The Specifications, Plans, Designs and conditions of contract on which the offer has been based completely studied by me / us before submitting the tender.

Signature of the Tenderer (With Seal)

Name and Address of the Tenderer

PRICE BID

I/We, Sri / Smt./M/s. do hereby express my/Our willingness to execute the aforesaid machinery/ item nos.----- of the schedule and supply material and machinery as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender documents as per the price abstract tabulated below and also as per the detailed breakup enclosed to this price bid.

Sl. No.	Name of the Work	Price in Figures	Price in Words
1	Supply, Installation, Testing & Commissioning of Shuttle Kiln		

SIGNATURE,

NAME OF THE TENDERER / AUTHORISED SIGNATORY

* Note:- List of machinery for which tenderer is bidding with detailed Specification which they are offering. Insert additional rows as required. Enclose catalogue of the products as required.