

GLOBAL TENDER
e-NIT No. 07 of 2015-16
Dated 27-11-2015

For and on behalf of the Governor of J&K State, e-Tenders are invited from Manufacturer/ Authorized Dealers for supply, installation and commissioning of following equipments/ machinery.

Sl. No	Particulars	Tentative Quantity	Earnest money	Cost of Tender documents
1	2 MT Capacity Cocoon Drying Machine with conveyer Heat Changing system, Air feeding system, Drying chamber, Cocoon –carrying operational device, Variable speed drive, Cocoon feeding and delivery device, Air draft and electric control panel (as per specification mentioned in bidding documents).	COCOON DRYING MACHINE -1 SET	Rs. 65000/- or 2% of the value of the quoted cost	Rs. 1000/-

01.	Date Of Publishing Of Tender Notice	27-11-2015
02.	Period of Downloading of Documents.	27-11-2015
03.	Date of Submission of online Documents.	27-11-2015 to 26-12-2015 up to 04:00 P.M
04.	Date of Submission of Hard Copy.	26-12-2015 up to 03:00 P.M
05.	Date of opening tender (Technical Bid).	30-12-2015 in the office chamber of Director Sericulture Dev. Department, B.C. Road Jammu.

The tender documents along with the other terms and conditions of the NIT and relevant documents can be downloaded from the Departmental website jktenders.gov.in. The tender shall be uploaded in electronic format on the departmental website jktenders.gov.in. The Indian bidders shall have to upload scanned copy of all necessary bidding documents including CDR/ PAN/ TIN/ Demand Draft/ Tender Fee/ Registration and foreign bidder shall have to upload all necessary bidding documents including CDR/ Demand Draft/ Tender Fee. The original document/ technical bids shall be submitted in a single big size envelope containing super- scribed as tender for supply of machinery as per Annexure A (from Page No. 01 to 30) up to 26-12-2015 up to 03:00 P.M through registered post/ speed post/ courier or by hand in the office of Director Sericulture J&K Camp B.C Road Jammu. Any postal delay shall not be responsibility of the department. The cost of tender documents shall be in the form of Bank Draft in favour of Accounts Officer Sericulture Development Department J&K payable at Srinagar/ Jammu and earnest money deposit in the shape of Call Deposit Receipt (CDR/ FDR) shall be pledged to Director Sericulture J&K. Cost of tender documents is non- refundable while as the earnest money is refundable

- The earnest money for the unsuccessful tenderer will be refunded after the necessary formalities.
- Successful tenderer has to execute an agreement/ deed before receiving the supply order and shall have to deposit 4% of total cost of machinery. This will be in addition to earnest money.


- Any information regarding machinery/ equipment can be had from the office of The Director Sericulture Development Department Govt. of Jammu and Kashmir during working hours.
- Supply of the machinery should be ensured within three months after issuing the final order.
- Warranty period of the machinery to be installed be indicated in the tender.
- Tender should submit the rates for complete package i.e for all the items along with the installation charges. Rates quoted for the part of the package will not be accepted.
- The bidder shall examine all instructions, forms, terms and specifications mentioned in the bidding documents. Failure to furnish all information required by the bidding documents are submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of its bid.
- The Director Sericulture Development Department, Govt. of Jammu & Kashmir has the right to reject or accept the quotation with assigning any reason.

NO. DS/JK/Acctts/HAD/NIT/2015-16/3125-39
Dated: 26/11/2015


DIRECTOR
SERICULTURE DEV. DEPARTMENT
JAMMU & KASHMIR
26/11/15

Copy to the:

1. Director Finance Agriculture Production Department Civil Secretariat Jammu (Member SLPC) for favour of information.
2. Director Information Department J&K Srinagar/ Jammu along with Gist of NIT for publication in the Tender Journal, two local and national dailies.
3. Director Industries & Commerce Department Jammu for information.
4. Director Agriculture Kashmir/ Jammu for information.
5. Station Director Doordarshan, Srinagar/ Jammu for telecast of the Tender Notice for two consecutive days.
6. Station Director Radio Kashmir Srinagar/ Jammu for putting the Tender Notice in broadcast for two consecutive days.
7. Additional Director Sericulture Dev. Department Jammu (SLPC Member) for information.
8. Additional Director Sericulture Dev. Department Kashmir for information.
9. Deputy Director Sericulture IIC General Store, Srinagar for information.
10. Incharge Personnel Section to upload the e-NIT on the departmental website.
11. Notice Board / Concerned file.


Accounts Officer,
Directorate of Sericulture J&K,
Jammu

**DIRECTOR
SERICULTURE DEVELOPMENT DEPARTMENT
GOVT. OF JAMMU & KASHMIR
INDIA-91**

**TENDER DOCUMENT FOR
PROCUREMENT OF HOT AIR DRYER**

01.	Date Of Publishing Of Tender Notice	27-11-2015
02.	Period of Downloading of Documents.	27-11-2015
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Annexure A

Enclosure-Schedule of Requirement and technical details

INSTRUCTIONS TO BIDDER

1. Cost of Bidding The Bidder shall bear all costs associated with the preparation and submission of its bid, and **OFFICE OF The Director, Sericulture Development Department Govt. of Jammu & Kashmir**, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

2. Content of Bidding Documents 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:

1. Instruction to Bidders (ITB) ;
2. General Conditions of Contract (GCC) and Restrictions
3. Schedule of Requirements (details of demands of goods, consignees ,services, etc..)
4. Technical Specifications;
5. Bid Form;
6. Price Schedules (BOQ);
7. Bid Security Form;
8. Contract Form;
9. Performance Security Form;
10. Performance Statement Form;
11. Manufacturer's Authorization Form;
12. Performance Security Form for CMC;
13. Specification to Hot air dryer;

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.

3. Clarification of Bidding Documents A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or email or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders, which have received the bidding documents.

4. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

5. Language of Bid

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. Supporting documents and printed literature furnished by the Bidder may be in Hindi provided they are accompanied by an accurate translation of the relevant passages in the English language.

6. Documents Constituting the Bid The bid prepared by the Bidder shall comprise all the documents according to bid document.

7. Bid Form The Bidder shall enclose the complete furnished Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

8. Bid Prices The Bidder shall indicate on BoQ the unit prices and total bid prices of the goods it proposes to supply under the Contract online only. Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids shall not be taken into account for evaluation and shall not be considered for award. Bidder should quote the cost of Comprehensive Maintenance Service a period of 03 years on a yearly basis, after expiry of the 2 (Three) years Warranty period. **Fixed Price.** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected,

9. Documents Establishing Bidder's Eligibility and Qualifications

1. The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction, at the time of submission of its bid.

3. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

4. In the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has to enclose the authorization, been duly authorized (as per authorization form) by the goods' Manufacturer or producer to supply the goods in India.

[**Note:** Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.]

10. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1. The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

2. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, necessary for the proper and continuing functioning of the goods, following commencement of the use of the goods by the Purchaser; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(d) For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

11. Bid Security/Earnest Money Deposit:

The Bidder shall furnish, as part of its bid, a bid security/ Earnest Money Deposit in the amount as specified.

1. The bid security/ Earnest Money Deposit is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

2. The bid security/ Earnest Money Deposit shall be denominated in Indian Rupees and shall:

3. At the bidder's option, be in the form of a demand draft from a nationalized/ Scheduled Bank located in India in favor of **The Director, Sericulture Development Department, Govt. of Jammu & Kashmir**, submitted in its original form; copies will not be accepted; and remain valid for a period of 45 days beyond the original validity period of bids,

4. Any bid not secured with bid security/ Earnest Money Deposit will be rejected by the Purchaser as non-responsive.

5. Unopened or Unsuccessful bidder's bid securities/ Earnest Money Deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

6. The successful Bidder's bid security/ Earnest Money Deposit will be discharged upon the Bidder signing the Contract and after furnishing the performance security

7. The bid security/ Earnest Money Deposit may be forfeited:

(a) If a Bidder

(i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(ii) Does not accept the correction of errors pursuant to GCC; or

(b) In case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract in accordance with GCC; or

(ii) To furnish performance security in accordance with the terms and conditions..

12. Period of Validity of Bids

1. Bids shall remain valid for 180 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

13. Formats and Signing of Bid

1. The bidder shall prepare two separate bid copies for technical bid i.e hard and soft copies.

2. The Bidder shall upload financial bid as per BOQ.

3. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

4. Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

5. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

14. Sealing and Marking of Bids

1. The Bidders shall seal original copy of technical bid in a separate envelope duly marking the envelop as (“Technical Bid for supply of machinery”)

2. In the technical bid the bidder should not indicate any price details, if there is any price indication of the quoted equipment, the bids will be rejected.

3. The technical bid (hard copy) should be sealed by the bidder in separate cover/ duly super scribed. The online financial bids of only those bidders shall be opened who have qualified in the technical bid for further evaluation in ranking.

4. Telex, email, post or facsimile bids will be rejected.

15. Deadline for Submission of Bids

1. Bids must be received by the Purchaser at the address specified (a) no 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 on the appointed time on the next working day.

2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Bids Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and/or returned unopened to the Bidder.

17. Withdrawal of Bids

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

18. Opening of Bids by the Purchaser

1. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at technical bid opening, except for late bids, which shall be returned unopened to the Bidder

2. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

19. Preliminary Examination

1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive.

2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

3. Prior to the detailed evaluation the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, CMC, Force Majeure, Limitation of liability,

law Taxes & Duties and other important documents as per ITB, GCC, Schedule of Requirements, if there is any Special conditions in the technical specification will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

4. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

5. The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner indicated in ITB and in the Technical Specifications:

6. Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

7. Delivery schedule offered in the bid;

8. The cost of incidental services and Comprehensive Maintenance charges for Four years (year wise) after expiry of warranty period including spare parts to be used for CMC.

9. Other specific criteria indicated in Schedule of requirements or Technical Specification.

10. Inland Transportation, Insurance and Incidentals:, Inland transportation, insurance and other incidentals for delivery of goods to the final destination

11. Goods offered from outside India, customs Duty, Insurance & freight, Clearance charges, Transportation Charges to the project site etc. The above costs will be added to the bid price for calculating lowest responsive bid.

12. If the bidder quoted in foreign currency, the same value of Indian rupee at the time of opening of the financial bid shall be taken for price comparison.

13. Determination of a bid's responsiveness should be based on the bid itself without recourse to extrinsic evidence or oral discussions.

20. Delivery Schedule:

The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the equipment at the site should be calculated for each bid after allowing for reasonable transportation time.

21. Award Criteria

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 lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22. Purchaser's right to vary Quantities at Time of Award

The Purchaser reserves the right at the time of Contract award to increase or decrease by 50% of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

23. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids:

The Purchaser reserves the right to accept or reject any bid or all the bids at any time of the bidding procedure without assigning any reasons

24. Notification of Award

1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

2. The notification of award will constitute the formation of the Contract.

3. Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify the name of the winning bidder at the notice board at Directorate of Sericulture and will discharge its bid security

4. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

5. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However the lowest acceptable bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder

6. In the rate contract system, where a number of firms are brought on rate contract for the same item, negotiation as well as counter offering of rates is permitted to the bidders under specific permission of the government.

25. Signing of Contract

1. At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

26. Performance Security

1. Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
2. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
3. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the suppliers/ bidders including warranty/CMC obligations.
4. Bid security should be refunded to the successful bidder on receipt of performance security.

27. The Department shall be at liberty to add or alter any terms and conditions while finalizing the supply order/ agreement, which will be binding on the supplier/ bidder.

GENERAL CONDITIONS OF CONTRACT AND RESTRICTIONS:

1. Definitions In this Contract, the following terms shall be interpreted as indicated:

1. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
3. "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
4. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
5. "GCC" means the General Conditions of Contract contained in this section.
6. "The Purchaser" means the organization purchasing the Goods
7. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
8. "Day" means calendar day.

2. Country of Origin

1. For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
2. The origin of Goods and Services is distinct from the nationality of the Supplier.

3. Turnover

1. Certified documents of gross sales turnover of supplying equipment of last three financial years, certified by Chartered Accountant, which shall be not less than Rs.3.00 Crore (Rupees Three Crore) per annum for same industry
2. **The Jammu & Kashmir** manufacturing units exempted from above terms & conditions but without compromising to the quality of the equipment.

4. Sale Tax/Trade Tax

1. The bidder should submit a copy of their sale tax/Trade Tax registration certificate and latest sale/Trade tax clearance certificate

5. Standards

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.

2. The highly modern equipment costing Rs one lakh or more should have the valid ISO 9000 series Certificate or equivalent. The equipment having same technical features & the cost having less than Rs one lakh should have preferentially the certificate ISO 9000 series or ISI/BIS.

6. Use of Contract Documents and Information

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.

2. Any document, other than the Contract itself, enumerated 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.

3. The supplier shall permit the purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by the officers appointed by the purchaser, if so required by the Purchaser.

7. Patent Rights 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.

8. Performance Security

1. Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security in favor of **The Director, Sericulture Development Department, Govt. of Jammu & Kashmir** to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

3. The Performance Security shall be **denominated in Indian Rupees**.

4. A Bank guarantee issued by a nationalized/scheduled bank located in India in the form provided in the bidding documents or another form acceptable to the Purchaser

5. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

6. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

7. In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty Obligations.

8. If the supplier fails to perform any duties in the contract period or any breach of contract, the performance Security shall be forfeited

9. Inspections and Tests

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. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

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.

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.

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.

5. The purchaser may ask the supplier to demonstrate the quoted model of equipment to confirm the quality and performance at no extra cost. If the equipments fails to meet the quality and performance, the bidder shall be disqualified, thus the demonstration of the equipment will be the part of the technical bid.

10. Packing

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.

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, if any, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier.

12. Insurance

1. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

2. 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.

13. Transportation

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

14. Incidental Services The supplier may be required to provide any or all of the following services, including additional services. (a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods; (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods Original Equipment Manufacturer (OEM) should ensure that in house biomedical staff of the consignee should be able to rectify all kinds of problems; for which it is mandatory for OEM /Supplier to impart Factory / workshop training and technical know how to biomedical engineering staff for preventive maintenance, servicing, faults diagnostics.

15. Spare Parts

1. The spare parts of the quoted model should be available for minimum 10years from the date of successful installation

16. Warranties and Comprehensive Maintenance Contract (CMC)

1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those 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.

2. This warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered and successfully installed and accepted at the final

destination indicated in the Contract, or for 48 months after the date of shipment from the place of loading whichever period concludes earlier.

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

4. In the time of warranty and CMC period the supplier shall to perform, yearly minimum three Preventive Maintenance Service of the equipments at the sites and produce report to the facility in charge.

5. Upon receipt of such notice, the Supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where Applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, 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

6. After warranty period, Comprehensive maintenance and repairs of the entire system including supply of spares, labour etc., for next Four years be done by the supplier. The supplier shall quote rate for four year comprehensive maintenance separately (year wise) .The bid evaluation will take into account the bid price quoted & comprehensive annual maintenance Charges for four years after warranty.

7. During Comprehensive contract Period the Unit must function in totality for 325 days in a year. In case of non-compliance of the above a financial penalty at the rate of 0.75% of the CC value per day shall be imposed and equivalent amount shall be deducted from the CMC value. During Comprehensive Maintenance Period the unit must be made functional within 7 working days (including response time) from the time a defect is reported to the bidder. In case, a replacement of defective item / Unit needs more than 7 working days, as an interim solution the bidder must take available a service unit / part for complete functioning of the Unit within the same specified time frame as mentioned above. However, the defective item must be replaced within 30days.

8. The authorized supplier also responsible for warranty and CMC services.

9. The equipment costing Rs 1 lakh (rupees one lakh) wherever applicable should have warranty for three years.

17. Payment:

Payment for Goods and Services shall be made as follows:

1. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate describing, as appropriate, the Goods delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract.

2. On Delivery: 70% of the contract price shall be paid within sixty (60) days on receipt of Goods and upon submission of the documents specified below,

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/telex/fax/email, the full details of the shipment including contract number, date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s);
- (iii) Three Copies of packing list identifying the contents of each package
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate, If any issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

3. On Final Acceptance: the remaining 20% of the Contract Price shall be paid to the supplier within 30 days after the date of the consignee's acceptance certificate (the given Performa) issued by the Purchaser's representative for the respective delivery. This acceptance certificate will issue only after the completion of successful installation and training of the equipment and 10% after expiry warranty period.

4. **Where payments are to be effected through Letter of Credit (LC)**, the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;

5. Where payments are to be effected through Letter of Credit (LC) the purchaser shall release only 70% of the contract value through LC balance 20% shall be paid only after completing the successful installation and training of the equipment and 10% after expiry of warranty period.p

6. The LC will be confirmed at Supplier's cost if requested specifically by the Supplier;

7. If LC is required to be extended/ reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

8. Payment of Comprehensive Maintenance Charges- The Comprehensive Maintenance & Repair Cost (after warranty period) shall be paid in equal yearly installments after receipt of claim at the start of each year, after completion of warranty period.

9. Obligations of the previous year, at the rates quoted in the price schedule, on the receipt of Bank guarantee for 2.5% of the cost of equipment (excluding CMC cost) in the form provided in the bidding documents valid for 60 months from the date of completion of warranty period. (The Bank Guarantee submitted towards performance guarantee will be released only after receipt of the above).

18. Prices:

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 its bid, with the exception of any price adjustments authorized or in the Purchaser's request for bid validity extension, as the case may be.

19. Change Orders 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. 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.

20. Contract Amendments No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

21. Assignment 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.

22. Subcontracts (for Turn Key projects only) 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.

23. Delays in the Supplier's Performance

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 in the Schedule of Requirements.

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.

24. 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 0.5% per week and the maximum deduction is 10% of the contract price from the Contract Price, as liquidated damages, 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.

25. Termination for Default 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 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 fraud and corruption, in competing for or in executing the Contract. 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.

26. Force Majeure

1. The Supplier shall not be liable for forfeiture of its performance security, 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.

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.

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.

27. Termination for Insolvency 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.

28. Termination for Convenience

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.

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. For the remaining Goods, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

29. Settlement of Disputes

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.

2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other

party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

4. Arbitration proceedings shall be conducted in accordance with the rules of procedure

5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

6. 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. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the 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 Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

7. In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules and Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third or sole 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 Chief Justice of India or the person or institution designated by him may appoint an arbitrator of a nationality other than the nationalities of the parties where the parties belong to different nationalities Indian Council of Arbitration.

8. " International Commercial Arbitration" means an arbitration relating to disputes arising out of legal relationship, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is;

I. An individual who is a national of, or habitually resident in, any country other than India;

II. A body corporate which is incorporated in any country other than India; or

III. A company or an association or a body of individuals whose central management and control is exercised in any country other than India; or

IV. The Government of a foreign country.

9. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

10. Arbitration proceedings shall be held at **Jammu & Kashmir, India**, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

11. 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..

30. Limitation of Liability Except in cases of criminal negligence or willful misconduct, and in the case of infringement (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

31. Governing Language The contract shall be written in 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.

32. Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India as well as Laws of Jammu & Kashmir State.

33. Taxes and Duties Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption The purchaser requires that the Bidders, Suppliers, Contractors, and Consultants under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the purchaser: defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (ii) "fraudulent practice" means a misrepresentation, false representation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property

to influence their participation in the procurement process or affect the execution of a contract; purchaser have the right to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the purchaser. If the supplier firm founds faulty purchaser can take appropriate action against the supplying firm

35. Miscellaneous Conditions

1. If the supplier firm founds faulty (any type of breach of contract) purchaser can take appropriate action against the supplying firm including "blacklisting of the firm".
2. Goods to be installed within 15 days from date of supply. Pre – requisites for Installation should be clearly mentioned at the time of submitting the bid.
3. Any conditions specified as special conditions of the contract (SCC) with the technical specification, the SCC shall overrule the GCC in the particular matter.
4. Installation should include minor Civil Works, Electrical Works & Mechanical Fabrication Works. Consignee shall provide the required space/room and electrical supply.
5. Following should be compulsory supplied to each of the consignee (Note- all written material should be preferably in both English and local language i.e. Hindi)
6. All necessary attachments required to run the System / Unit. Installation manual, Operative manual, Day to day maintenance manual / chart, Dos and Don'ts manual/chart.
7. Mention if the unit can be used Off Line UPS, on line UPS, Petrol Generator, or Diesel Generator.
8. All the judiciary procedures against this tender shall be under the Jurisdiction of **Jammu & Kashmir**.
9. One additional copies of all the above along with one copies of service Manual (complete with Preventive maintenance, troubleshooting, fault finding, repairs manual, comprehensive & authentic circuit Diagrams, etc.) should be submitted at **The Director, Sericulture Development Department, Govt. of Jammu & Kashmir** for necessary verification and certification of the same.
10. System / Unit models having minimum life span with good functional working of minimum 10 years should only be quoted.
11. The Department shall be at liberty to add or alter any terms and conditions while finalizing the supply order/ agreement, which will be binding on the supplier/ bidder.

BID FORM

Date :.....

Bid.Ref No :.....

To,

**The Director,
Sericulture Development Department,
Government Of Jammu & Kashmir,
India 91.**

Sir/Madam,

Having examined the Bidding Documents and technical specifications and we offer as..... (Describe Manufacturer or Manufacturer's Authorized Representative) to supply and deliver the goods..... (*Description of Goods and Services*) in conformity with the said bidding documents We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser. We agree to abide by this bid for the Bid validity period mentioned in the bid document and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We, the authorized supplier (In the case of goods supplied by authorized supplier not by the OEM), also equally responsible for the after service in Warranty and CMC period of the quoted equipments Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept the lowest or any bid you may receive. The agreement shall be governed and construed in accordance with the laws of India and we agree to submit to the exclusive jurisdiction of the Indian Courts at **Jammu & Kashmir** I do here by solemnly affirm that all the information furnished with the offer is true and nothing material is concealed Dated this day of 2013

(Signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of Bidder

BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*). KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2013

THE CONDITIONS of this obligation are:

1. If the Bidder (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) Does not accept the correction of errors in accordance with the ITB/GCC; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders; we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank) _____ *Name of Bidder*

CONTRACT FORM

THIS AGREEMENT made theday of....., 20..... Between
(Name of purchaser) of *(Country of Purchaser)* (hereinafter called "the Purchaser") of
the one part and *(Name of Supplier)* of *(City and Country of
Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,
..... *(Brief Description of Goods and Services)* and has accepted a bid by the
Supplier for the supply of those goods and services in the sum of *(Contract
Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract and restrictions;
 - (e) The Special Conditions of Contract; and (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S.No	Brief	Quantity to be supplied	Unit Price	Total price	Delivery terms & Services	Description

TOTAL VALUE:

DELIVERY SCHEDULE: IN WITNESS

whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, Sealed and Delivered by the said *(For the Purchaser)* in the presence of:.....
Signed, Sealed and Delivered by the said *(For the Supplier)* in the presence of:.....

PERFORMANCE SECURITY FORM

To,

**The Director,
Sericulture Development Department,
Government Of Jammu & Kashmir,
India 91.**

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply..... (Description of Goods and Services) hereinafter called "the Contract". **AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until theday of.....20..... Signature and Seal of Guarantors Date.....20.... Address:.....

PROFORMA FOR PERFORMANCE STATEMENT IN INDIA (For a period of last three years)

Bid No.
 Date of opening
 Time
 Name of the Firm :

Order Placed by (Full address of Purchaser with phone and fax number)	Order No. and Date	Description and quantity of ordered items	Value of Order	Date of completion of delivery	Remarks indicating reasons for late delivery, if any	Have the items been supplied satisfactorily and working properly. (Attach the certificates from the Purchaser/ Consignee with contact address, Land line telephone Number, Fax Number and mobile number)	
	As per Contract				Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Countersigned by Chartered Accountant

(Signature, Seal and full address of the CA)

MANUFACTURERS' AUTHORIZATION FORM
(From the Original Equipment Manufacturer)

Dated-.....

To,

**The Director,
Sericulture Development Department,
Government Of Jammu & Kashmir,
India 91.**

Dear Sir/Madam:

Bid Reference No. We who are established and reputable manufacturers of
(name and description of goods offered) having factories at *(address of factory)* do hereby authorize M/s *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above Bid Ref. No..... No company or firm or individual other than M/s are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific Tender. We hereby extend our full guarantee and warranty as per the bid document of the General Conditions of Contract and the Special Conditions of Contract for the goods and services offered for supply by the above firm against this Tender.

Yours faithfully,

(Name) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer with full address, phone number, email, and website address, and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

Consignee's Acceptance Certificate
(To be given by consignee's authorized representative)

The following stores have been received in good condition:

1. Name of item supplied :
2. Product No. :
3. Name of Supplier/ Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Name and address of consignee :
 Along with Tel. No. & Fax No.
7. Date of Receipt by Consignee :
8. Date of Satisfactory Installation. :
9. Signature of Authorized Representative :
 of Consignee with date
10. Name & Designation of the authorized : Representative
11. Seal of consignee :

FORMAT FOR BANK GUARANTEE AGAINST COMPREHENSIVE MAINTAINENCE CONTRACT
(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No: _____

Date:

To

**The Director,
Sericulture Development Department,
Government Of Jammu & Kashmir,
India 91.**

Whereas(Name of the Purchaser) hereinafter called "the supplier" has undertaken, in pursuance of Contract No..... dated2013.

To Supply (Description of Goods and Services) hereinafter called "the Contract". AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs.....(Amount of Guarantee in words and figures) being **2.5%** of the total cost of equipment and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil argument, any sum or sums within the limit of Rs.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This Guarantee is valid until.....day of2013

Signature and Seal of Guarantors.

Date:20.....

NOTE: SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

Annexed Price Schedule
PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE AND REPAIR CHARGES AFTER
WARRANTY PERIOD

A	B	C	D
Item No.	Item Description	Quantity in No.	Comprehensive Annual Maintenance & Repair charge (including spares) for each Unit Price in Rupees
1			
	Year 1	One	Under Warranty
	Year 2	One	Under Warranty
	Year 3	One	Under Warranty
	Year 4	One	
	Year 5	One	
	Year 6	One	
	Year 7	One	
	Total		

Note- 1. This should be given item wise, year wise with total in column D. 2. In case of discrepancy between unit price and total prices, the unit price shall prevail.

Signature of Bidder.....

Name of Bidder.....

Business Address.....

Place-

Date-

CHECK LIST		
The tenderness are hereby instructed to arrange the required tender document as per the check list and must mention the page numbers against each column of the check list. They are requested to put page number on each page on each paper submitted with tender.		
Technical Bid.		
S.NO.	NAME OF DOCUMENT	PAGE NOS.
1-	a.) Manufactures of The Firm	
	b.) Authorized Dealer Certificate of Authorization	
2-	Original Tender Form	
3-	Bid Form	
4-	Sale Tax / Trade Tax Registration	
5-	Valid certification of ISO 9000 Series / equivalent or ISI/BSI or equivalent.	
6-	Registration with Department of Industries of own state for Indian Manufacturer.	
7-	Bid Security / Earnest Money deposited.	
8-	Certificate of turn over for last 3 year certified by Chartered Accountant with Balance Sheet of Business India Agent	
9-	Certificate of 4year CMC after 3 year Warranty	
10-	CA verified Certificate about/ state of equipment over past three year. (Performing Certificate as per Tender Document)	
11-	Declaration of not being debarred/ prosecuted by any Govt. Agency	
12-	Under taking declaration for training Personnel	
13-	Declaration for availability of spare parts for 10 year	
14-	Any other document as per tender Document.	
Financial Bid		
1-	Financial Bid in given Performa (BoQ)	
2-	Two order copies of same equipment (quoted Model) Supplied by the firm to other different institutions	

**SPECIFICATION
FOR
COCOON DRYING MACHINE 2 SET**

The cocoon drying chamber/hot air dryer machine shall be conveyor type. The machine consists the following specification:

Heat Changing system, Air feeding system, Drying chamber, Cocoon –carrying operational device, Variable speed drive, Cocoon feeding and delivery device, Air draft and electric control panel

Main Specification			
SI.No	Particulars	Remarks	QTY
COCOON DRYING MACHINE			
1	Drying Medium:	Drying and hot air	
2	Temperature of hot wind	(Adjustable) (°C): 120-150	
3	Temperature of drying room (Adjustable)		
	High Temperature zone (°C):	105-115	
	Middle Temperature zone (°C):	90-100	
	Low Temperature zone (°C):	60-75	
4	Thickness of cocoon layer (m) :	0.05-0.06	
5	Weight of cocoon layer (Kg/m ²)	6.0-6.5	
6	Speed of net belt(Adjustable) (m/min)	0-0.7	
7	Time of drying cocoon (Minute):		
	Fresh Cocoon- Total dry cocoon	270-300	
	Fresh Cocoon- Half dry cocoon	120-150	
	Half dry cocoons- total dry cocoons:	150-180	
8	Uniformity of cocoons	> 95 %	
9	Daily capacity ability of cocoons drying (Tones)		
	Total dry by once:	2	
	Half dry by twice	5	
10	Dimension of the machine(m)	(LXWXH) 12.9x4.5x2.2	
11	Dimension of the Drying Room (LXWXH) (m)	7.5x4.3x2	
12	The pressure of steam	6 Kgs	
13	Means of wind supply and exhaust humidification	Two wind supply and one exhaust humidification	
14	Number of temperature zone	1	
15	Quantity of hot wind kiln	1	
16	Number of netting of cocoons layer	4	
17	Power (KW)	7.05	