



TAMILNADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD
(A GOVERNMENT OF TAMILNADU UNDERTAKING)

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BID REFERENCE: 465/B1/PUR/TEND/18

TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SEMI-AUTOMATIC CHOORANAM PACKING MACHINE, SEMI- AUTOMATIC LEHIYAM PACKING MACHINE , AUTOMATIC CARTON BOX STRAPPING MACHINE, SEMI-AUTOMATIC WET GLUE LABELLING MACHINE,AUTOMATIC ALUMINIUM FOIL INDUCTION SEALING MACHINE, HEAVY DUTY WET GRINDERS(10 LITRES), SCISSOR LIFT, 50 H.P IMPACT PULVERIZER, MASS MIXER, FLUID BED DRYER ,PUNCHES & DIES, PLASTIC PALLETS, S.S STORAGE VESSELS,DM WATER PLANT, AUTOIMATIC COMPOSTING MACCHINE,CHAFF CUTTER/CRUSHER MACHINE & PLATFORM ELECTRONIC WEIGHING BALANCE MACHINE FOR TAMPCOL FACTORY AT C-29, SIDCO PHARMACEUTICAL COMPLEX, ALATHUR, THIRUPORUR, KANCHIPURAM DISTRICT, TAMIL NADU.

LAST DATE OF RECEIPT OF TENDER: 17.04.2018 AT 2.00 PM

NOT TRANSFERABLE

ABSTRACT

SL. NO.	DESCRIPTION	PAGE NO.
1.	SECTION – I INVITATION FOR BIDDERS (IFB)	5
2.	SECTION – II INSTRUCTION TO BIDDERS (ITB)	7
3.	SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)	23
4.	SECTION – IV SPECIAL CONDITIONS OF CONTRACT (SCC)	34
5.	SECTION – V SCHEDULE OF REQUIREMENTS	42
6.	SECTION – VI TECHNICAL SPECIFICATIONS	44
7.	SECTION – VI -A QUALIFICATION CRITERIA	58
8.	SECTION – VII BID FORM AND PRICE SCHEDULE	61
9.	SECTION – VIII CONTRACT FORM	65
10.	SECTION – IX PERFORMANCE SECURITY FORM	68
11.	SECTION – X PERFORMANCE STATEMENT	69
12.	SECTION – XI MANUFACTURER'S AUTHORISATION FORM	71
13.	SECTION – XII AFFIDAVIT FORM	72

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**DATE OF COMMENCEMENT
OF SALE OF BIDDING DOCUMENT** : 02.04.2018

**LAST DATE FOR SALE OF BIDDING
DOCUMENT** : 16.04.2018

**LAST DATE AND TIME FOR
RECEIPT OF BIDS** : 17.04.2018, 2.00 PM

**TIME AND DATE OF OPENING
OF BIDS** : 17.04.2018, 2.45 P.M.

PLACE OF OPENING OF BIDS : Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus, Arumbakkam, Chennai- 600 106, Tamil Nadu.

ADDRESS FOR COMMUNICATION : Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus, Arumbakkam, Chennai- 600 106, Tamil Nadu

SECTION I : INVITATION FOR BIDS (IFB)

SECTION I : INVITATION FOR BIDS (IFB)

Sealed Tenders in duplicate will be received till 2.00 PM on 17.04.2018 by the Managing Director,
Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus,

Arumbakkam, Chennai- 600 106 for Supply, Installation and Commissioning of SEMI-AUTOMATIC CHOORANAM PACKING MACHINE, SEMI- AUTOMATIC LEHIYAM PACKING MACHINE , AUTOMATIC CARTON BOX STRAPPING MACHINE, SEMI-AUTOMATIC WET GLUE LABELLING MACHINE, AUTOMATIC ALUMINIUM FOIL INDUCTION SEALING MACHINE, HEAVY DUTY WET GRINDERS(10 LITRES), SCISSOR LIFT, 50 H.P IMPACT PULVERIZER, MASS MIXER, FLUID BED DRYER ,PUNCHES & DIES, PLASTIC PALLETS, S.S STORAGE VESSELS, DM WATER PLANT, AUTOIMATIC COMPOSTING MACHINE, CHAFF CUTTER/CRUSHER MACHINE & PLATFORM ELECTRONIC WEIGHING BALANCE MACHINE for Tampcol Factory at C-29, SIDCO Pharmaceutical Complex, Alathur, Thiruporur, Kanchipuram District, Tamil Nadu. PIN 603 110

1. Interested eligible Bidders may obtain further information from the office of the Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus, Arumbakkam, Chennai- 600 106.

2. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd., payable at Chennai.

3. The bidding document may be obtained from the office of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 600 106, during office hours from 10.00 hours to 17.00 hours on all working days either in person or by post.

a). Price of bidding document : Rs. 500 /-

(Non-refundable) (Inclusive of all taxes) (Alternatively, the document can also be downloaded at free of cost from website www.tenders.tn.gov.in and TAMPCOL website www.tampcol.in)

b). Postal charges, inland : Rs.200/- (extra)

c). Date of commencement of Sale of bidding document : 02.04.2018

d). Pre-bid meeting : 10.04 .2018 at 4.00 P.M.

e). Last date for sale of Bidding Document : 16.04.2018

f). Last date and time for Receipt of bids : 17.04.2018, 2.00 PM

g). Time and date of Opening of Technical bids :17.04.2018, 2.45 P.M.

h). Place of opening of bids : Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus, Arumbakkam, Chennai- 600 106, Tamil Nadu.

i). Address for communication : Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus, Arumbakkam, Chennai- 600 106, TamilNadu.

4. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

5. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

6. Bids will be opened in the presence of Bidders' representative who chooses to attend on the specified date and time.

SECTION II : INSTRUCTION TO BIDDERS

SECTION II: INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES CLAUSE NO. / TOPIC	PAGE NO.
A. INTRODUCTION	10
1. Eligible Bidders	10

2. Cost of Bidding	10
B. BIDDING DOCUMENTS	10
3. Contents of Bidding Documents	10
4. Clarification of Bidding Documents	11
5. Amendment of Bidding Documents	11
C. PREPARATION OF BIDS	12
6. Language of Bid	12
7. Documents Comprising the Bid	12
8. Bid Form	12
9. Bid Prices	13
10. Bid Currencies	14
11. Documents Establishing Bidder's Eligibility and Qualifications	14
12. Documents Establishing Goods Conformity to Bid Documents	14
13. Bid Security	15
14. Period of Validity of Bids	16
15. Format and Signing of Bid	16
D. SUBMISSION OF BIDS	17
16. Sealing and Marking of Bids	17
17. Deadline for Submission of Bids	17
18. Late Bids	18
19. Modification and withdrawal of Bids	18
E. BID OPENING AND EVALUATION	18
20. Opening of Bids	18
21. Clarification of Bids	19
22. Preliminary Examination	19
23. Evaluation and Comparison of Bids	20
24. Contacting the Purchaser	22
F. AWARD OF CONTRACT	23
25. Post-qualification	23
26. Award Criteria	23
27. Purchaser's Right to Vary Quantities at Time of Award	23
28. Purchaser's Right to Accept any Bid and Reject any or all Bids	23
30. Signing of Contract	24
31. Performance Security	24
32. Fraud and Corruption	24
33. Appeal	26

A. INTRODUCTION

1. ELIGIBLE BIDDERS

1.1. Manufacturing companies with an annual turnover of Rs.100.00 lakhs or their authorized presentatives / direct importers are eligible to participate in this tender.

1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.3. Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2. COST OF BIDDING

2.1. The Bidder shall bear all costs associated with the preparation and submission of its bid and Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, 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.

B. THE BIDDING DOCUMENTS

3. CONTENTS OF BIDDING DOCUMENTS

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

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications / Qualification criteria;
- f. Bid Form and Price Schedules;
- g. Bid Security form
- h. Contract Form;
- i. Performance Security Form;
- j. Performance statement and
- k. Manufacturer's Authorisation Form

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

4. CLARIFICATION OF BIDDING DOCUMENTS

4.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by telex or cable 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 not later than 7 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.

4.2. PRE-BID MEETING.

- a). The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus, Arumbakkam, Chennai- 600 106, Tamil Nadu on 10.04.18 at 3.00 P.M.
- b). The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at that meeting
- c). The Bidder is requested to submit any questions in writing or by cable to reach the Purchaser not later than 3 days before the meeting.
- d). Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents.
- e). Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

5. AMENDMENT OF BIDDING DOCUMENTS:

- 5.1. 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 an amendment.
- 5.2. All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.
- 5.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at his discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

6. LANGUAGE OF BID

6.1. The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. DOCUMENTS COMPRISING THE BID:

- 7.1. The bid prepared by the Bidder shall comprise the following components:
 - (a). a Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 9 and 10;
 - (b). documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c). documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and
 - (d). Bid Security furnished in accordance with ITB Clause 13.

8. BID FORM

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

9. BID PRICES

9.1. The Bidder shall indicate on the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract.

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

(i). The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:

a. on components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or

b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(ii). any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;

(iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv). the cost of incidental services listed in Clause 7 of the Special Conditions of Contract.

9.3. The Bidders separation of the price components in accordance with ITB Clause above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 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, pursuant to ITB Clause 22.

9.5. The Purchaser will arrange to get the Customs Duty on the Supplies to be made, be exempted from Government Authorities and certificate to the effect will be provided to the bidder on award of contract. Hence bidder should indicate separately the Customs Duty payable on the goods to be supplied by the Bidder. The bidder shall indicate the value of imported items on which the customs duty is payable. Any other duties / levies should be borne by the Bidder / Supplier.

10. BID CURRENCIES

10.1. Prices shall be quoted in Indian Rupees.

11. Documents establishing bidder's eligibility and qualifications

11.1. Pursuant to ITB Clause 7, 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.

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

(a). that, 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 been duly authorised (as per authorisation form in Section XII) by the goods manufacturer or produce to supply the goods in India.

(b). that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A. to this end, all bids submitted shall include the following information:

(i). The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii). Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI).

12. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS.

12.1. Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

12.2. 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, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of five years, following commencement of the goods used 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.

12.3. For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments 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 substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. BID SECURITY

13.1. Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.

13.2. The bid security is required to protect the Purchaser against risk of Bidders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3. The bid security shall be in Indian Rupees and shall be in one of the following forms:

a. Deleted

b. A Banker's cheque, or demand draft obtained from any scheduled bank in favour of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, payable at Chennai.

13.4. Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 22.

13.5. Unsuccessful bidders bid security 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, pursuant to ITB Clause 14.

13.6. The successful bidder's bid security will be discharged upon the bidders signing the contract, pursuant to ITB Clause 30, and furnishing the security, pursuant to ITB Clause 31.

13.7. The bid security may be forfeited:

(a). If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; (or)

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

(i). to sign the contract in accordance with ITB Clause 30; or

(ii). to furnish performance security in accordance with ITB Clause 31.

14. PERIOD OF VALIDITY OF BIDS

14. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under ITB Clause 13 shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

15. FORMAT AND SIGNING OF BID

15.1. The bidder shall prepare two copies of the bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The bidder shall prepare the bid technical bid (Cover A) and the price bid (Cover B) and placed in separately sealed covers clearly marking "Technical bid" and "Price bid" as appropriate.

15.2. 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 authorised 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.

15.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

16.1. The bidder shall seal the "Technical bid" and "Price bid" in separate inner envelopes only making the envelopes as "Technical bid" and "Price bid". Further the bidders shall seal the original and a copy of the bid in separate inner envelopes duly marking the envelopes as "Original Bid" and "Copy Bid". He shall then place these two inner envelopes in an outer envelope.

16.2. The inner envelopes and outer envelopes and the cover shall be:

(a). addressed to the Purchaser at the following address:

**Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus,
Arumbakkam, Chennai- 600 106 Tamil Nadu**

(b). bear the project name, the invitation for bids (IFB) number and the words **"Do not open before 2.45 P.M. on 17.04.2018"**

16.. The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

16.4. If the cover containing the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16.5. Telex, cable or facsimile bids will be rejected.

17. DEADLINE FOR SUBMISSION OF BIDS

17.1. Bids must be received by the Purchaser at the address specified under ITB Clause 16.2 not later than the time and date specified in the Invitation of Bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

17.2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. LATE BIDS

18.1. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

19. MODIFICATION AND WITHDRAWAL OF BIDS

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

19.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

19.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 13.7.

E. BID OPENING AND EVALUATION

20. Opening of Bids by Purchaser

20.1. The Purchaser will open only the Technical bids (Cover A) of all bids, in the presence of bidder's representatives who choose to attend, at 2.45 PM on __.03.2018 at the following location:

**Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus,
Arumbakkam, Chennai- 600 106 Tamil Nadu**

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

20.2. The bidders names, modifications, bid withdrawals and the presence or absence of the 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 bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 18.

20.3. The Purchaser will prepare minutes of the bid opening.

20.4 The "Price Bid" (Cover B) will be opened after evaluation of "Technical bids"(Cover A) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.

21. CLARIFICATION OF BIDS

21.1. During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the "Price bid" "Cover B". The change in price shall be submitted in a separately sealed covers with marking in the cover "supplemental price bid" before opening of the "original price bid".

22. PRELIMINARY EXAMINATION

22.1. 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 Representatives, without proper authorisation from the manufacturer as per Section XII, shall be treated as non-responsive.

22.2. 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 the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

22.4. Prior to the detailed evaluation, pursuant to Clause ITB 23, 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 (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Applicable law (GCC Clause 29) and Taxes and Duties (GCC Clause 31) will be deemed to be 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.

22.5. A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of non-conformity.

23. EVALUATION AND COMPARISON OF BIDS

23.1. The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 22.

23.2. 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 and to the extent indicated in ITB Clause 23.3 and in the technical specifications:

(a).i). cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination; for price evaluation, the rate without sales tax quoted by domestic bidders will be compared with the rate with tax quoted by bidders outside Tamilnadu as per Tenders Act.

ii). **The Guarantee Period should be for a minimum period of three years and subsequent to guarantee period of three years, further extended guarantee period of two years should be provided and it is essential.**

(b). delivery schedule offered in the bid;

i). Manufacturer Bidders :-

- a. An undertaking for the uninterrupted supply of adequate spares for at least a period of 10 years shall be furnished.
- b. Availability/ establishment of after sales service facility at Chennai, Tamil Nadu to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished in their bid.

ii). Non-Manufacturer Bidder:-

- a. The bidder shall furnish an undertaking for the uninterrupted supply of adequate spares for at least a period of 10 years with the backup undertaking from their manufacturer.
- b. Availability/ establishment of after sales service facility at Chennai, Tamil Nadu to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished in their bid.

23.3 Pursuant to ITB Clause 23.2 the following evaluation methods will be applied:

(a). Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.

(i). Inland transportation, insurance and other incidentals, for delivery of goods to the project site as stated in ITB Clause 9.2

ii). The Purchaser's responsibility is only to provide the site and electrical power at one point near the site. All other works including the civil foundation for the equipment is the responsibility of the supplier.

(iii). The above costs will also be added to the bid price.

(b). Delivery schedule:

No Deviation in delivery schedule is permissible. Bids received with deviation in delivery schedule will be treated as non-responsive.

(c). Deviation in Payment Schedule:

No Deviation in payment schedule is permissible. Bids received with deviation in payment schedule will be treated as non-responsive.

(d). Spare parts and after sales service facilities in India:

The cost of the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

(e). Annual Maintenance Contract (AMC):

i. The purchaser desires to have a comprehensive maintenance contract for a period of five years after the expiry of free maintenance period of 1 year. Bidders should clearly indicate year wise comprehensive maintenance charges in the price schedule which shall be added to the bid price at a discount rate of 8% per annum. Bids without this charges will be considered as non-responsive.

ii. Any major repair pointed out by the Purchaser shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser.

24. CONTACTING THE PURCHASER

24.1. Subject to ITB Clause 21, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

24.2. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

24.3. The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority bidder shall be sufficient reason to disqualify the bidder.

24.4. Notwithstanding anything contained in clause 24.3 above pursuant to ITB clause 21, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide

clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

F. AWARD OF CONTRACT

25. Post Qualification

25.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2. The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the Purchaser deems necessary and appropriate.

25.3. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

26. AWARD CRITERIA

26.1. Subject to ITB Clause 28, 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.

27. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

27.1. The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

28.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

29. NOTIFICATION OF AWARD

29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

29.2. The notification of award will constitute the formation of the contract.

29.3. Upon the successful bidders furnishing of performance security pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 13.

30. SIGNING OF CONTRACT

30.1. 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.

30.2. Within 7 days of receipt of notification of award, the successful bidder shall sign and date the contract and return it to the Purchaser.

31. PERFORMANCE SECURITY

31.1. Within 7 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in accordance with the Special Conditions of Contract, in the performance security form provided in the bidding documents or in another form acceptable to the Purchaser.

31.2. Failure of the successful bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 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.

32. FRAUD AND CORRUPTION

It is purchaser's policy to require that the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts.

1. In pursuance of this policy, the purchasers;

(a). defines, for the purposes of this provision, the terms set forth below as follows:

(i). “corrupt practice”

is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii). “fraudulent practice”

is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to as defined in Clause 32.1.

In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

2. “another party” refers to a public official acting in relation to the procurement process or contract execution.

In this context, “public official” includes staff and employees of other organizations taking or reviewing procurement decisions.

3.a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii). “collusive practice”

4. is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv). “coercive practice”

5. is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v). “obstructive practice” is

(aa). deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb). acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause 32 (e) below.

(b). will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c). will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d). will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e). will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors and to have them audited by auditors appointed by the purchaser.

Furthermore, Bidders shall be aware of the provision stated in Sub Clause 32 of the General Conditions of Contract.

33. APPEAL

a). “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

b). a “party” refers to a participant in the procurement process or contract execution.

33.1 This tender is governed by the provisions of Tamilnadu Transparency in Tenders Act 1998 and the Rules there under.

33.2 Any tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt.

33.3 No Appeal shall be preferred while the tender is in process until tender is finalized and Notification of award as stated ITB in clause 29 is completed by the purchaser.

SECTION III : GENERAL CONDITIONS OF CONTRACT

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TABLE OF CLAUSES

Clause No.	Topic	Page No.
1.	Definitions	24
2.	Application	24
3.	Standards	24
4.	Use of Contract Documents and Information	25
5.	Patent Rights	25
6.	Performance Security	25
7.	Inspection and Tests	26
8.	Packing	26
9.	Delivery and Documents	26
10.	Insurance	27
11.	Transportation	27
12.	Incidental Services	27
13.	Spare Parts	28
14.	Warranty	28
15.	Payment	28

16. Prices	29
17. Change Orders	29
18. Contract Amendments	29
19. Assignment	29
20. Subcontracts	29
21. Delays in Supplier's Performance	29
22. Liquidated Damages	30
23. Termination for Default	30
24. Termination for Insolvency	30
25. Termination for Convenience	31
26. Force Majeure	31
27. Resolution of Disputes	31
28. Governing Language	31
29. Applicable Law	32
30. Notices	32
31. Taxes and Duties	32
32. Fraud and corruption	32

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1. In this contract the following terms shall be interpreted as indicated:

(a). "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;

(b). "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c). "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d). "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;

(e). "GCC" means the General Conditions of Contract contained in this section.

- (f). “SCC” means the Special Conditions of Contract.
- (g). “The Purchaser” means the Organisation purchasing the Goods, as named in SCC;
- (h). “The Supplier” means the individual or firm supplying the Goods under this Contract;
- (i). “The Project Site”, where applicable means the place or places named in SCC.
- (j). “Day” means calendar day.
- (k). “Delivery period” means the period applicable upto completion of supply, installation, testing and commissioning of the equipment by the supplier at the Project site and accepted by the Purchaser.

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

4.2. The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier’s performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS

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

6. PERFORMANCE SECURITY

6.1. Within 7 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.

6.2. 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.

6.3. The Performance Security shall be denominated in India Rupees and shall be in one of the following forms:

(a). A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the Purchaser; or

(b). A cashier's cheque, certified cheque, or demand draft.

6.4. 50% of the performance security will be discharged by the Purchaser and returned to the supplier not later than 30 days following the date of completion of the supplier's performance obligations, including any warranty obligations. The balance 50% of the performance security will be retained towards performance security for the extended guarantee period to be provided for two years after the expiry of three years warranty period and this 50% will be discharged after completion of performance obligations under extended guarantee period of 5 years. The supplier shall accordingly, either furnish a fresh bank guarantee for the 50% value or an extension of bank guarantee for 50% of the value covering the two years extended guarantee period of three years guarantee period. Only after receipt of the above, the 50% of the performance security will be discharged after the guarantee period.

7. INSPECTION AND TESTS

7.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

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

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

7.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods' arrival in at 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 despatched.

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

7.6. Inspection and Audit

(i). The supplier shall permit the purchaser and or persons appointed by the purchaser to inspect the supplier's office and / or the accounts and records of the suppliers and its sub contractors relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the purchaser if required.

(ii). The Supplier's attention is drawn to Clause 32, which provides, inter alia, that acts intended to materially impede the exercise of the purchaser inspection and audit rights provided for under Sub-Clause 7.6 (i) constitute a prohibited practice subject to contract termination.

(iii) The successful tenderer/supplier have to produce a sample for verification before manufacturing our total requirement and it has to be got approved from the inspecting authorities.

(iv) The complete expenditure for travelling, boarding and lodging for the inspecting authorities to the works place has to be borne by the successful tenderer/supplier.

8. PACKING

8.1. 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.

8.2. 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, specified in SCC and in any subsequent instructions ordered by the Purchaser.

9. DELIVERY AND DOCUMENTS

9.1. 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 despatching and / or other documents to be furnished by the supplier are specified in SCC.

10. INSURANCE

10.1. The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

11. TRANSPORTATION

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

12. INCIDENTAL SERVICES

12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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.

The Purchaser responsibility is only provide the site and electrical power at one point near the site. All other works including the civil foundation for the equipment is the responsibility of the supplier

12.2. Prices charged by the Supplier for incidental services, if not included in the contract Price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. SPARE PARTS

13.1. As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

- a). Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election 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:
 - (i). advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii). following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

14. WARRANTY

14.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the 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 conditions obtaining in the country of final destination.

14.2. This warranty shall remain valid for one year after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

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

14.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.

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

15. PAYMENT

15.1. The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

15.2. The Suppliers request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3. Payment shall be made promptly by the Purchaser 70% after the supply on submission of the invoice/claim by the Supplier and 30% after the commissioning of the Machine.

15.4. Payment shall be made in Indian Rupees.

16. PRICES

16.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.

17. CHANGE ORDERS

17.1. The Purchaser may at any time by written order given to the Supplier pursuant to GCC Clause 30, 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; or

(d). the services to be provided by the Supplier.

17.2 . If any such changes cause 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.

18. CONTRACT AMENDMENTS

18.1. Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE:

21.1. 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 its Schedule of Requirements.

21.2. If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the 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.

21.3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless any extension of time is agreed upon pursuant to GCC clause 21.2 without the application of liquidated damages.

22. LIQUIDATED DAMAGES:

22.1. Subject to GCC Clause 24, 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 the percentage specified in SCC 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 the percentage specified in the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT:

(a). 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;

(i). if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to clause 21; or

(ii). if the Supplier fails to perform any other obligation(s) under the Contract; or

(iii). if the supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in GCC clause 32, in competing for or in executing the contract.

(b). In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1(a), 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 additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. TERMINATION FOR INSOLVENCY

(a). 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 that has accrued or will accrue thereafter to the Purchaser.

25. TERMINATION FOR CONVENIENCE

a). The Purchaser, may 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 work under the Contract is terminated, and the date upon which such termination becomes effective.

(b). 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.

(i). to have any portion completed and delivered at the Contract terms and prices; and /or

(ii). 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.

26. FORCE MAJEURE

26.1. Notwithstanding the provisions of GCC Clauses 21,22,23, the Supplier shall not be liable for forfeiture of its performance security, liquidation 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.

26.2. 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.

26.3. 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. Appropriate delivery extension will be permitted by the purchaser for delay if any in execution, for reasons not attributable to the supplier and under Force Majeure conditions.

27. RESOLUTION OF DISPUTES

27.1. 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.

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

28. GOVERNING LANGUAGE

28.1. The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. APPLICABLE LAW

29.1. The Contract shall be interpreted in accordance with the laws of the Union of India.

30. NOTICES

30.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or fascimile and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.

31.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

31. Taxes and Duties

31.1. 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. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

32. FRAUD AND CORRUPTION

32.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such termination had been made under clause 23.

(a). For the purposes of this Sub-Clause:

(i). "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii). "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii). "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv). "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v). "obstructive practice" is

(aa). deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

32.2. Notwithstanding the clause 32 above, Should any employee of the Supplier be determined to have engaged in or obstructive practice during the purchase of the Goods, then that employee shall be removed.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

(The corresponding Clause number of the General Conditions is in parentheses)

Clause Number / Topic	Page Number
1. Definitions (Clause 1)	36
2. Performance Security (Clause 6)	36
3. Inspection and Tests (Clause 7)	37
4. Packing (Clause 8)	37
5. Delivery and Documents (clause 9)	37
6. Insurance (Clause 10)	38
7. Incidental Services (Clause 12)	38
8. Spare Parts (Clause 13)	38
9. Warranty (Clause 14)	38
10. Payment (Clause 15)	38
11. Prices (Clause 16)	39

12. Sub Contract (Clause 20)	39
13. Liquidated Damages (Clause 22)	39
14. Resolution of Disputes (Clause 27)	39
15. Notices (Clause 30)	40
16. Annual Maintenance Contract	40
17. Enclosures to Bid	40

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions(GCC Clause 1)

(a). The Purchaser is Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai.

(b). The Supplier is.....

(c). Project site is the place(s) mentioned in the Schedule of Requirements

2. Performance Security (GCC Clause 6)

2.1. Substitute Clause 6.1 of GCC by the following:

Within 7 days after the supplier’s receipt of Notification of Award, the supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value valid upto 60 days after the date of completion of performance obligations including the warranty obligations. 50% of the performance security amount will be retained towards performance security for the maintenance services to be provided for 5 years after the 1 year warranty period and this 50% will be discharged after completion of performance obligations under maintenance services of 5 years. The supplier shall accordingly, either furnish a fresh bank guarantee for the 50% value or an extension of bank guarantee for 50% of the value covering the 5 years maintenance period after 1 years warranty period. Only after receipt of the above, the 50% of the performance security will be discharged after the warranty period.

2.2. Substitute Clause 6.3 (b) of GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Purchaser.

2.3. Substitute Clause 6.4 of the GCC by the following:

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 obligations, under the Contract.

2.4 . Add Clause 6.5 to the GCC of the following:

In the event of any contract amendment, the supplier shall, within 7 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 further period of 60 days thereafter.

3. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the Purchaser;

The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

The Purchaser or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

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.

4. Packing (GCC Clause 8)

Add as Clause 8.3 of the GCC the following:

Packing Instruction: The Supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i). Project
- ii). Contract No.
- iii). Supplier's Name
- iv). Packing list reference number

5. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the Supplier shall notify the Purchaser and the Insurance Company by cable or Telex or fax the full details of shipment including the Contract number, railway receipt number and date, description of Goods, quantity, names 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 Supplier invoice (in duplicate) showing Goods description, quantity, unit price, total amount;
- (ii). Railway receipt/acknowledgment of receipt of goods from the Consignee(s)
- (iii). Insurance Certificate;
- (iv). Manufacturer's/ Supplier's warranty and test Certificate;
- (v). Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The above documents shall be received by the Purchaser before arrival of Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

6. Insurance (GCC Clause 10)

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 Strike.

7. Incidental Service (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- (a). Unloading, safe storage and handling of consignment of site.
- (b). On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
- (c). Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

8. Spare parts (GCC Clause 13)

Add as Clause 13.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

9. Warranty (GCC Clause 14)

9.1. Substitute GCC Clause 14.2 by the following:-

This warranty shall remain valid for 1 year after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

9.2. The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a). make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3:

10. Payment (GCC Clause 15)

Payment for Goods and Services shall be made in Indian Rupees as follows:

(i). No advance payment is payable.

(ii). Payment shall be made promptly by the Purchaser. 70% after the supply on submission of the invoice/claim by the Supplier and 30% after the commissioning of the Machine and handing over of the equipments to the end user' against furnishing of installation report, stock entry certificate, technical compliance statement from the end user'.

11. Prices (GCC Clause 16)

Substitute Clause 16.1 of the GCC with the following:

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

12. Sub-Contract (Clause 20)

Add at the end of sub-clause 20.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

13. Liquidated Damages (GCC Clause 22)

13.1. For delays:

Substitute GCC Clause 22.1 by the following

Subject to Clause 24, if the Supplier fails to deliver any or all of the Goods or perform of services within the time 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 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

14. Resolution of Disputes (GCC Clause 27)

Add as GCC Clauses 27.3 and 27.4 the following:

27.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

(a). In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute 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 nominated 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 Arbitrator appointed by the parties to reach upon a consensus with in a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

27.4 The venue of arbitration shall be the place from where the Contract is issued (i.e.) Chennai.

15. Notices (clause 30)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Anna Hospital Campus ,Arumbakkam,Chennai- 600 106, Tamil Nadu.

Supplier:

(To be filled in at the time of Contract signature)

16. Annual Maintenance Contract (AMC):

16.1. The supplier shall under take at least one preventive maintenance visit per quarter and attend to all break down calls. The payment for the maintenance services will be made at the end of each quarter based on the certificate from the end user for completion of preventive maintenance and break down maintenance as per schedule.

16.2. An uptime guarantee of 95% shall be maintained out of total usage period of the equipment by the end users during warranty and maintenance period.

16.3. Any major repair pointed out by the Purchaser shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10,000/- per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

16.4. The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 1 year.

16.5. The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 5 years subsequent to free maintenance period and shall clearly indicate year wise

maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges.

17. Enclosures to Bid:

17.1. Technical bid (Cover A):

Technical Bid shall include the duly filled up Tender documents along with

- a). Bid Security.
- b). Duly attested copy of License if any, approved by the concerned Licensing Authority.
- c). For Importers Photocopy of License renewed upto date.
- d). Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- e). Authorisation of senior responsible officer of the Company to transact business.
- f). Annual turnover statement last for three years certified by the Auditor.
- g). Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h). Sales Tax clearance Certificate as on 31.03.2010
- i). Notarised statement of the Installed manufacturing capacity of the Items quoted.
- j). Qualification Criteria – Section VI-A
- k). Performance Statement - Section XI
- l). Manufacturer's Authorisation Form - Section XII
- m). Technical literature and other documents in support of the goods / services.
- n). Any deviations
- o). List of items quoted (without prices)

17.2. Price Bid (Cover B):

Price bid shall include

- a). Duly filled in Price Schedule - Section VII
- b). Bid Form

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

18. PLACE OF DELIVERY:

ALL MATERIALS SHOULD BE DELIVERED AT TAMILNADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE CORPORATION LTD, C-29, SIDCO INDUSTRIAL PHARMACEUTICAL COMPLEX, ALATHUR,

THIRUPORUR (TK) KANCHEEPURAM DISTRICT – 603110, TAMILNADU. THE COST OF TRANSPORTATION, PACKING AND FORWARDING CHARGES, INCIDENTAL EXPENDITURES TO BE BEAR BY THE SUPPLIER.

1

SECTION V : SCHEDULE OF REQUIREMENTS

SECTION – V

SCHEDULE OF REQUIREMENTS

SL. No.	Brief Description	Unit/No	Bid security
1	SEMI AUTOMATIC CHOORANAM FILLING MACHINE WITH SUITABLE DOISER"	1.No	1% of Total quoted value
2	SEMI- AUTOMATIC LEHIYAM PACKING MACHINE	1.No	
3	AUTOMATIC CARTON BOX STRAPPING MACHINE	1.No	
4	SEMI-AUTOMATIC WET GLUE LABELLING MACHINE	1.No	
5	AUTOMATIC ALUMINIUM FOIL INDUCTION SEALING MACHINE	1.No	
6	HEAVY DUTY WET GRINDERS(10 LITRES)	2.Nos	
7	SCISSOR LIFT	1.No	
8	50 H.P IMPACT PULVERIZER	1.No	
9	MASS MIXER	1.No	
10	FLUID BED DRYER	1.No	
11	PUNCHES & DIES	130 Sets	
12	PLASTIC PALLETS	300.Nos	
13	S.S STORAGE VESSELS	100 Lit-3Nos & 250 Lit-4Nos	
14	De – WATER PLANT	1.No	
115	AUTOMATIC COMPOSTING MACHINE (CAPACITY – 250KGS)	1 No	

16	CHAFF CUTTER/CRUSHER MACHINE(FOR CUTTING HERBAL STEMS & ROOTS)	1 No	
17.	PLATFOMELECTRONIC WEIGHING BALANCE MACHINE	1 No	

Note.

- Detailed requirement with technical specifications and related accessories are given under Section VI.
- Delivery Schedule : 8 to10 weeks from the date of receipt of purchase order.

SECTION VI : TECHNICAL SPECIFICATIONS

1. Technical Specification: Semi Automatic chooranam filling machine with suitable Doiser"

Filling range: 100 grams to 500 grams

Hopper Capacity : 50 Kilograms

Filling Accuracy : ± 1%

Power requirement : 440V / 3 Ø

Approx Dimension LBH (mm): 1000 x 700 x 2000

Power Load : 2.5 HP

Machine construction : Contact parts SS 304 and construction made of M.S with powder coating

Our samples will contain sugar and oily materials. Hence, our sample should flow freely in the machine

Our medicine samples and sample containers will be provided to successful tenderer



2. Technical Specification: Semi Automatic lehiyam filling machine

Filling Method : Piston system

Filling range: 100 grams to 500 grams

Filling Accuracy : $\pm 1\%$

Hopper capacity: 100 kilograms

Power Requirement: 440 V/3 \emptyset

Air Requirement : 8 Bars

Machine construction : Contact parts SS 304 and construction made of M.S with powder coating

Approx. Dimension LWH (mm): 1250X750X2000

The sample is in viscous form. Hence, electrical heater should be provided in the hopper so as to make the free flow of our sample

Our medicine samples and sample containers will be provided to successful tenderer



3. Technical Specification: Automatic Carton Box strapping machine

Arch size: W850 x H600

Table height: 810 mm (approx)

Power supply: 440 V, 50 Hz, 3 Phase

Power consumption: 1 KW

Tension range in Kgf: 80

Strap width : 9-15 mm

Maximum packing size: W750 x H500

Strapping speed: 2 sec/ strap

Joint of strap: Heat seal

Strap coil size: 200 mm diameter

Number of straps to be required initially: 1000 strap rolls (May be procured separately)

Our sample carton boxes will be provided to successful tenderer



4. Technical Specification: Semi-Automatic wet glue labelling machine

Container Diameter :	40 mm to 150 mm
Height of Container :	35 mm to 260 mm
Label Width :	25 mm to 160 mm
Label Length :	90 mm to 325 mm
Electrical :	415 VAC, Three Phase Power Supply (50 Hz)
Power :	0.25 H.P
Speed :	Up to 40 Labels per minute
Bottle Change Over :	Provision to be given
Label Change Over :	Provision to be given
Label stacking Capacity :	500 Labels Appx.

Our HDPE container samples & label samples will be provided to successful tenderer



5. Automatic Aluminium Foil Induction cap sealing machine

Neck size of container: 20 mm to 70 mm

Sealing speed: 40 to 60 containers per minute

a. Control Panel: Input Voltage : 250 Volts AC 50 Hz, Input Current : 15 Amps Max, Output Power: 3 KW.

b. Induction Unit : Epoxy encapsulated Induction Head, Output Transformer Unit.

c. Conveyor : Length : 1.5 meters, Width : 6", Height : 950 mm from Ground Level, MS Powder Coated Cover, Slat Chain, ¼ Hp DC Motor with Control.

Other accessories: Adjustable Head Stand and cables

The samples of our containers will be provided to successful tenderer

6. Heavy duty Wet Grinders

Capacity : 10 litres (Heavy duty)

Motor : 1 H.P (Heavy), 3 Phase, 1440 rpm, 415 V, 50 Hz

Material of construction of Drum : Stainless Steel 304 grade sheet

Motor and gear box should be covered with stainless steel sheets

Stone: Single stone

7. Technical Specification: 2.0 Ton capacity Electro-Hydraulic Scissor Lift Platform (Stationary)

Capacity: 2000 Kilograms

Platform Size: 2000 mm x 1800 mm (approx)

To be provided with checkered Sheet on top of the Platform for easy material Shifting

Lifting Height: 6000 mm (From ground floor) (Approx)

Railing: 1000 mm height at all sides & one side with openable gate

Power supply: 415VAC, 3Ph

Motor rating: 3 HP

No. of Stops: 2 numbers (Ground and 1st floor)

Operating pendant : Push button operated 24 VDC

Safety features:

1. Hose Burst valve to be provided to arrest sudden rupture of hydraulic hoses
2. Overload relay to be provided
3. Emergency push button to be provided

In case of power failure: Manual Release Valve to be provided to bring down Lift

Hydraulic oil: Required quantity to be supplied by the party

Civil works: Required civil works to be done at site by the party

Installation & Commissioning and Safety interlocking to be done by the party

CEIG approval (if required) to be obtained and submitted by the party

8. Impact Pulverizer (50 HP) (For Siddha and Ayurvedha medicines)

Capacity: 200-280 Kg/hour (Based on material)

The raw drugs should be grinder to ultra-fine powder in a single machinery

Material of Construction: Mild steel

Number of hammers: 8 numbers

Grinding chamber diameter: 32 inches

Feed material size: 10mm to 15mm

Output material size: 20 to 120 microns

Motor: 3 Phase, 50 HP make with suitable BCH make or equivalent Automatic starter.

Accessories required: Rotary airlock valve below cyclone collector with 1 H.P Geared motor, Heavy duty bearing block, Foot mounted foundation rubber bush and plate channel frame for machinery and motor

9. Mass Mixer (GMP Model) –For Siddha & Ayurvedha products

1. Capacity: 80 Kilograms/Batch

2. Container capacity: 200 litres

4. Model: Should be standard and GMP compliance

5. Purpose: To mix paste with chooranam for producing tablets. Trial to be taken with our product before delivery. Samples will be provided.

6. Motor: 7.5 HP (Make: Kirloskar or equivalent) with suitable gear box, 50 Hz AC, 3 Phase, 1440 rpm

7. Starter: DOL –BCH make

8. MOC: All contact parts: SS 316 grade. Body frame & mountings: SS 304 grade

9. Stirrer speed: About 20 rpm

10. Tilting angle : Approximately 135 degree

11. U shape vessel with tilting arrangement for unloading finished product. The top of the vessel should be with transparent acrylic glass lid.

12. The gear connected with shaft should be coupled with machinery through chain drive (Not through belt)

10. Fluid Bed Dryer (Batch Capacity: 60 Kg) – GMP Model General Specification:-

Model : GMP Model

Batch capacity	: 60 to 70 Kg/batch
Contact Parts	: Stainless steel SS 316
Non-contact Parts	: Stainless steel SS 304
Surface finish	: Contact parts-Mirror finish; Non contact -Matt finish
Blower motor	: 10 HP with suitable starter
Power supply	: 415 V, 3 Phase, 50 Hz
Gasket MOC	: Inflatable Silicon

Steam Heating

Heating media	: Steam Heating
M.O.C of coil	: S.S. 304 quality
M.O.C. of fins	: S.S. 304 quality
Steam Consumption:	100-120 Kg/Hr
Steam pressure	: 3-5 kg / cm ²

Steam radiator: Radiator will be having Steam coil made out of SS 304 quality pipes with fins to attain temp of 80 degree centigrade at about 3 to 5 kg/ sq. Cm.

Equipment

Pressure Shock resistance	: 2 bar
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Inlet Air filter & Hot air Chamber

Inlet Butterfly Valve	: Automatic or Manual damper
Seal with Product Container:	Inflatable Silicone Seal.
Inlet Air filter	: HDPE filter (10 micron)
Heating arrangement	: Steam coil having SS tubes and SS fins
Inlet Air chamber	: SS sheets with TC connection
Supporting system	: For holding equipment, 2 vertical columns to be given

Product Container

MOC	: SS 316 quality
Inspection (View) glass	: Toughened glass
Movable trolley	: SS 304 quality – 1 No. with PU/Nylon wheel
Temperature sensor	: To be provided
Hollander Sieve	: At bottom of the bowl with supporting perforated plate
Sampling valve	: To be provided with bowl

Retarding Chamber

MOC	: SS 316 quality
Filters	: PC Satin filters/ Finger bags

Filter Bag Shaking, Raising &

Lowering : By Telescopic Pneumatic Cylinder

Operating & Control System:-Flame Proof Control Panel

- Digital temperature indicator for inlet temperature to control Steam valve
- Temperature indicator for outlet temperature to be provided.
- Required control cabinet to be provided.

General Description:

The System should be generally designed & based on the Fluid bed principle, where the product Drying & Mixing is done of conventionally produced, fluidisable substance. The whole unit should be designed as per the G.M.P. standard in which the atmospheric air should be first treated for its purity through filters and then passed through Heating chamber where its gets heated and then flowed through the product to get the drying effect.

11. PUNCHES & DIES:-130 SETS (Round & Concave Shape)

Size : 8mm (10/32”), 9.5mm (12/32”) & 11.11mm (14/32”),

Material: HCHC

Type : ‘D’ Tooling

12. Heavy duty Plastic pallets –300 Nos

Size: 4 ft x 3 ¾ ft

Should made from HDPE/ PP + additives and should be ergonomically designed without screws or nails

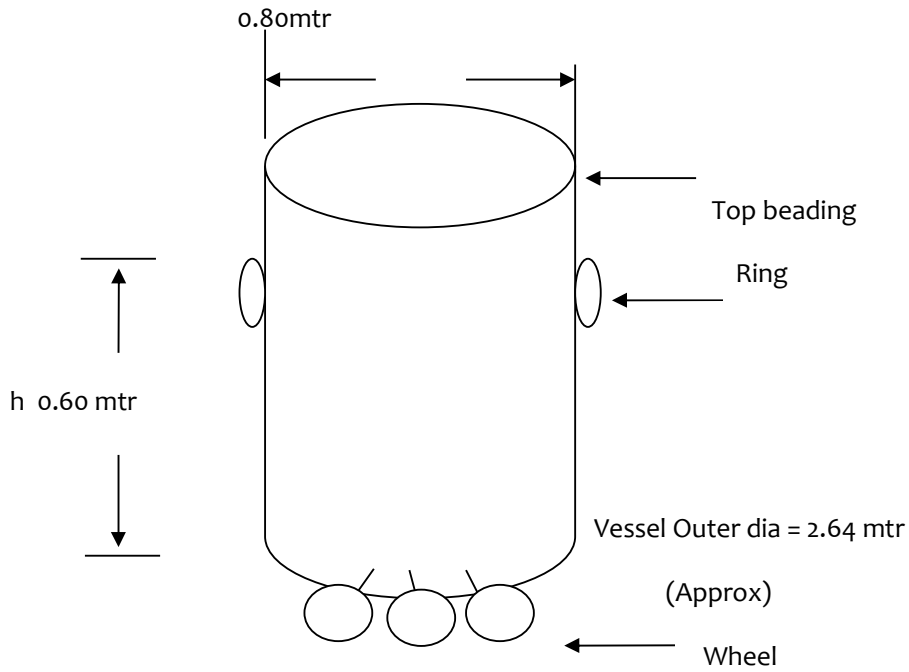
Each pallet can support a load of up to 4,000 kg (Static)

Type : Single face & 4-way entry

No of legs: Nine

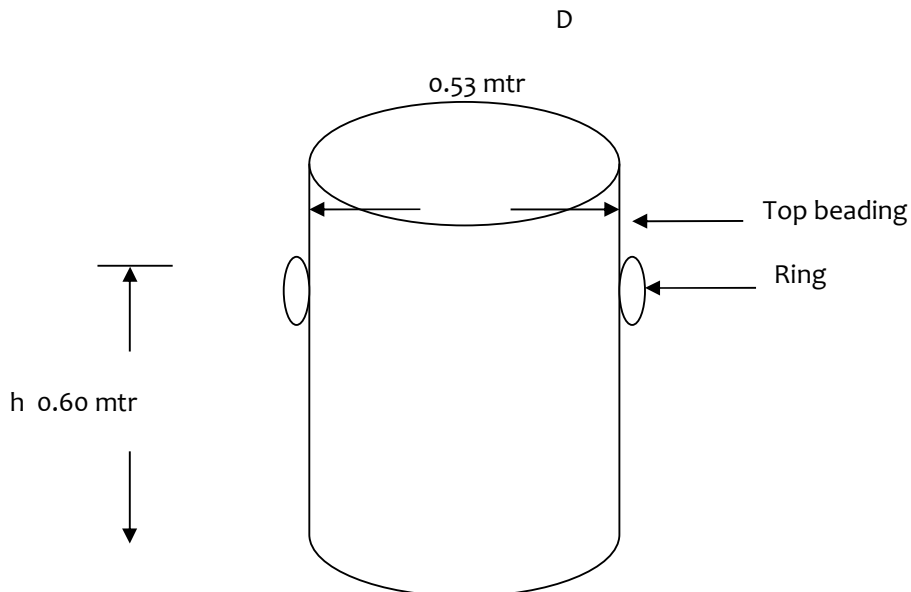
13. Specification of S.S. Vessel

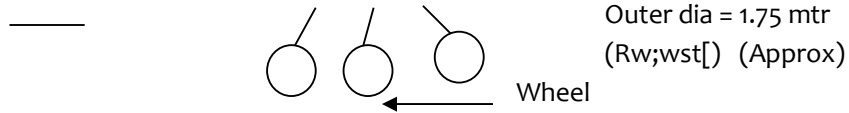
1. 250 lit capacity S.S Vessel:



1. Inner diameter - 0.80 mtr
2. Height - 0.60 mtr
3. Outer diameter - 2.64 mtr (Approx)
4. Grade - S.S 316
5. Sheet Thickness - 4 mm
6. Side ring - 4 Nos
7. Bottom Wheel - 4 Nos
8. Top beading essential

2. 100 lit Capacity S.S Vessel





1. Inner diameter – 0.53 mtr
2. Height – 0.60 mtr
3. Outer diameter – 1.75 mtr (Approx)
4. Grade – S.S 316
5. Sheet Thickness – 3 mm
6. Side ring – 2 Nos
7. Bottom Wheel – 4 Nos
8. Top beading essential

14. De-Mineralized water plant – 1 No

Sand Filter – 1 No

Make: FRP

Height: 1060 mm

Diameter: 304mm

Operating Flow rate: 500 LPH

Minimum Operating Pressure: 1.5kg/cm²

Maximum Operating Pressure: 2.5kg/cm²

Filtering Media: Sand and Silex

Carbon Filter – 1 No

Make: FRP

Height: 1060mm

Diameter: 304mm

Operating Flow rate: 500LPH

Minimum Operating Pressure: 1.5kg/cm²

Maximum Operating Pressure: 2.5kg/cm²

Filtering Media: Carbon

Reverse Osmosis Plant:

Product Flow rate: 250 Liters/Hour

Recovery: 50%

Micron Filter: One No

Membrane: One No.

Membrane Make: Filmtech/hydranautics or equivalent

High Pressure Pump: One No

High Pressure Pump: Make CRI / Grundfos/equivalent

Residual TDS: 90-95% Salt Free

Cation Column – 1 No

Make: FRP

Height: 8”

Diameter: 44”

Operating Flow rate: 200Liters/Hour

Minimum Operating Pressure: 1.5kg/cm²

Maximum Operating Pressure: 2.5kg/cm²

Filtering Media: Cation

Anion Column – 1 No

Make: FRP

Height: 8”

Diameter: 44”

Operating Flow rate: 200Liters/Hour

Minimum Operating Pressure: 1.5kg/cm²

Maximum Operating Pressure: 2.5kg/cm²

Filtering Media: anion

Mixed Bed:

Mixed Bed flow rate: 100 to 300LPH

Diameter: 200 mm

Height: 875 mm

MOC: FRP

Cation Resin: 12Ltrs

Anion Resin: 20Ltrs

Frontal Pipe: ¾”

No Of Valves: 8 Nos

Operating Pressure: 2.5 Bar

Required Blower: 1HP.

Per Day Waste Processing Capacity	250 Kg
Composting System	Microorganism Based 24Hr Composting
Operation & Processing	Fully Automatic & Within 24 Hrs
Machine Dimensions	9*5.5*5.5 ft approx.
Input	Segregated Organic Waste
Output	Dry Organic Compost

15.

Automatic composting machine (Capacity: 250 Kg) – Specification:-

Power Supply & Frequency	415-440 Volts /50 Hz
Power Rating of Machine	10.5 KW
Composting Tank Material, Waste Input Door, Compost Removal Door	SS(Stainless Steel)
Control Panel System	PLC + LED indicator Lamp (Schneider make or equivalent)
Composting Method	Microorganism based natural composting in high temperature
Volume Reduction	85-90%
Compost Generated Per Day	10-15% of Waste Input

16. Chaff cutter/Crusher machine (For Cutting Herbal Stems &Roots)

Specification:-

Motor: 5 HP, 3 Phase, 1440 rpm with suitable starter

Output: 200 Kg/hr approx.

Machine flywheel speed: 300 to 350 rpm

Feed material size : ½ ” to 1 ”

Pulley size on motor: 5 ”

Other details: Machine should be fitted with hardened steel gears.

MOC of feeding box: Mild Steel

Accessories required: Flywheel cover, Machine pulley of 24” diameter and 3” face

17. Platform Electronic weighing balance (Capacity: 500 Kg) – 1 No

Accuracy : 50 gm

Material : Steel

With Powder Coated Body, Power Saving Capability and Auto-calibration facility

SECTION VI-A : QUALIFICATION CRITERIA

(Referred to in Clause 11.2 of ITB)

For determining the lowest-evaluated bid, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 11.2, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. Manufacturer Bidders

(i). The bidder must have manufactured and supplied satisfactorily the similar model quoted in each schedule of the Schedule of Requirements either directly or through of any other authorized dealer to the extent of at least 1 No. under "Section – V, Schedule of Requirements" in any one of the last five years of which minimum 1 No. should have been supplied to Indian Institution and should be in use satisfactorily with no adverse report for at least one year preceding the date of bid opening.

(ii). The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.

(iii). The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

2. Non- Manufacturer Bidders

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (1) above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and

a). The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section XII] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and

b). The bidder, as authorized by the manufacturer, must have supplied and provided after sales service to the extent of at least 1 No. of the quantities of similar model in the Schedule of Requirements in any one of the last five (5) years to Indian Institution, which must be in satisfactory operation at least for one year on the date of bid opening.

3. Common to Both Manufacturer and Bidder

(i). The information on past supplies and satisfactory performance should be given in the Pro-forma given under Section-XI.

(ii). Documentary evidence (end users certificate) in support of the satisfactory operation of the goods as specified above shall invariably furnished.

(iii). Data to support that the manufacturer has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. for the non-manufacturer bidder data to support that he has the financial capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. Reports on financial standing shall be in the form of profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificate, etc.,

a). The bidder should have a manufacturing capacity of atleast 12 nos. in the Schedule of Requirements of similar capacity machines per annum certified by licensing authority/ chartered accountant.

b). The annual sales turnover for the bidder should be atleast Rs. 100 lakhs for the Schedule of Requirements in any one of the last three years (2014-15,2015-16 & 2016-17), and it should be certified by the chartered accountants.

c). The bidder should have a cash / credit limit of atleast Rs. 10 lakhs for the Schedule of Requirements with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.

(iv). Further, the manufacturer should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 5 years prior to bid opening. In case of non-manufacturer bidders, this condition should be satisfied by the manufacturer of the product.

(v). The legal status, place of registration and principal place of business of the company or firm or partnership, etc.

Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or

Note:

1). The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non manufacturer bidders) and

qualification of group/sister/parent companies will not be considered for meeting the above requirement.

2. For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:

a. The supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit confirming that the performance statement given is correct along with copy of purchase order, copy of invoices, proof of payment received from Purchasers, documentary evidence (end user certificate) in support of satisfactory completion of orders and function as stated above.”

b. The foreign manufacturer is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct.

SECTION VII : BID FORM AND PRICE SCHEDULES

Date:.....2018

Contract No.....

To:

Gentlemen,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

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 5% 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 a period of(Number) days from the date fixed for bid opening under Clause 20 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of 2018

Signature :

(in the Capacity of) :

Duly authorized to sign bid for and on behalf of

.....



PRICE SCHEDULE

Sl. No	DESCRIPTION	QTY/NOS	RATE/UNIT	TAX IF ANY	TOTAL COST
			(Rs)	(Rs)	(3x4x5) (Rs)
(1)	(2)	(3)	(4)	(5)	(6)
1	SEMI AUTOMATIC CHOORANAM FILLING MACHINE WITH SUITABLE DOISER"	1.No			
2	SEMI- AUTOMATIC LEHIYAM PACKING MACHINE	1.No			
3	AUTOMATIC CARTON BOX STRAPPING MACHINE	1.No			
4	SEMI-AUTOMATIC WET GLUE LABELLING MACHINE	1.No			
5	AUTOMATIC ALUMINIUM FOIL INDUCTION SEALING MACHINE	1.No			
6	HEAVY DUTY WET GRINDERS(10 LITRES)	2.Nos			
7	SCISSOR LIFT	1.No			
8	50 H.P IMPACT PULVERIZER	1.No			
9	MASS MIXER	1.No			
10	FLUID BED DRYER	1.No			
11	PUNCHES & DIES	130 Sets			
12	PLASTIC PALLETS	300.Nos			
13	S.S STORAGE VESSELS	100 Lit-3Nos			
		250 Lit-4Nos			
14	DE-MINERALISED WATER PLANT	1.No			

15	AUTOMATIC COMPOSTING MACHINE (CAPACITY – 250KGS)	1 No			
16	CHAFF CUTTER/CRUSHER MACHINE(FOR CUTTING HERBAL STEMS & ROOTS)	1 No			
17.	PLATFORM ELECTRONIC WEIGHING BALANCE MACHINE	1 No			

Note: The price should including Transportation, Incidental charges, Packing & Forwarding charges.

This price schedule should be placed in separate sealed cover and marked as “COVER B”.

Place:

Signature of Bidder:

Date:

Name:

Address:

Annual Maintenance Charges (Comprehensive) for 5 years / per year / per unit after free guarantee period

SEMI-AUTOMATIC CHOORANAM PACKING MACHINE, SEMI- AUTOMATIC LEHIYAM PACKING MACHINE , AUTOMATIC CARTON BOX STRAPPING MACHINE, SEMI-AUTOMATIC WET GLUE LABELLING MACHINE,AUTOMATIC ALUMINIUM FOIL INDUCTION SEALING MACHINE, HEAVY DUTY WET GRINDERS (10 LITRES), SCISSOR LIFT, 50 H.P IMPACT PULVERIZER, MASS MIXER, FLUID BED DRYER ,PUNCHES & DIES, PLASTIC PALLETS, S.S STORAGE VESSELS,DM WATER PLANT, AUTOIMATIC COMPOSTING MACHINE,CHAFF CUTTER/CRUSHER MACHINE & PLATFORM ELECTRONIC WEIGHING BALANCE MACHINE Rs.....

Note:

- (a). In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b). This price schedule should be placed in separate sealed cover “Cover B”
- (c). Service tax applicable for Annual Maintenance Charges shall be indicated separately. Otherwise it will be considered as included in the rates quoted.

Place : Signature of Bidder

Date : Name

Business Address

SECTION VIII : CONTRACT FORM

SECTION VIII: CONTRACT FORM

THIS AGREEMENT made the day of, 2018 between (Name and Address of Purchaser) represented by the Managing Director (hereinafter “the Purchaser”) of one part and(Name and Address of Supplier) (hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part: WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, 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 “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 constructed as part of this Agreement, viz.:
 - (a). the Bid Form and Price Schedule submitted by the Bidder;
 - (b). the Schedule of Requirements;
 - (c). the Technical Specifications;
 - (d). the General Conditions of Contract;
 - (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
SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl.No	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Amount (3x4)	Sales Tax & other Taxes Payable
1	2	3	4	5	6

Total Value: 5 + 6

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) (Signature, Name, Designation and Address with Office seal)

in the presence of

- 1). (Signature, Name and Address of witness)
- 2). (Signature, Name and Address of witness)

SECTION IX : PERFORMANCE SECURITY FORM

To : _____ (Name of Purchaser)

WHEREAS (Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 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 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, upto 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 the day of 2018.

Signature and Seal of Guarantors

.....

.....

.....

Date 2018`.....

Address

.....

.....

SECTION X: PERFORMANCE STATEMENT

(Please see Clause 11.2(b) (ii) of Instructions to Bidders)

SECTION X

Proforma for Performance Statement (for a period of last five years)

Bid No.

Name of the Firm

Order place by (Full address of purchaser)	Order No. & Date	Description and Quantity of ordered equipment	Value of Order	Date of Completion of delivery	Remarks indicating reason for late delivery, if any	Has the equipment been Satisfactorily functioning? (Attach a certificate from the purchaser / consignee)
				As per Actual Contract		

Signature and Seal of the Bidder

.....

SECTION XI

(Please see Clause 11.2(a) of Instructions to Bidders)

MANUFACTURER'S AUTHORISATION FORM

No..... dated

To

.....

.....

.....

Dear Sir,

IFB No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorise M/s. _____ (Name and address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above IFB NO.

No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)

for and on behalf of M/s. _____

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

SECTION XII

AFFIDAVIT

(In Rs.10 NJ Stamp Paper)

1) I _____ S/o. _____ residing at No. _____ proprietor / partner / Managing Director of _____ (Proprietary concern / Partnership firm / Company) carrying on business at No. _____ do hereby solemnly affirm and sincerely state as follows:-

2) I state that our concern / company participated in the tender Ref.No. _____ for the supply of _____ with Tamilnadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd.,

3) Our concern / company had supplied _____ nos. of similar equipment for the Govt. Departments / institutions detailed below and the same is considered by us to meet the post qualification criteria prescribed in the tender above.

Sl.no Date of Invoice Name and address of Govt. Departments / Institution supplied

Date of Installation Date of end user performance certificate

4) I satisfy that the equipment supplied to the above Govt. Departments // Institutions are working well and being maintained by us. The complaints received from the Govt. Departments / / Institutions are attended to on time as per the Annual Maintenance Contract entered between us.

5) The performance certificate, invoice copy and payment proof are attached for the above supply
Solemnly affirm at _____ Signed before me Chennai on this _____ Day 2012 and signed in my presents

(Notary Public)

CHECK LIST

Sl.No	Particulars	Enclosed Yes / No	Page No	
			From	To
1	Annual Turnover for the Years 2014-15, 2015-16 & 2016-17			
2	Experience of supplying of Semi-Automatic Chooranam Packing Machine, Semi- Automatic Lehiyam Packing Machine , Automatic Carton Box Strapping Machine, Semi-Automatic Wet Glue Labelling Machine, Automatic Aluminium Foil Induction Sealing Machinery, Heavy Duty Wet Grinders(10 Litres), Scissor Lift, 50 H.P Impact Pulverizer, Mass Mixer, Fluid Bed Dryer ,Punches & Dies, Plastic Pallets, S.S Storage Vessels, De-Mineralized Water Plant, Automatic Composting Machine, Chaff Cutter/Crusher Machine & Platform Electronic Weighing Balance Machine to Govt. Organization/Public Sector Unit for not less than 6 Nos. of machines of similar type.			
3	Possession of Good Manufacturing practice license			
4	Earnest Money Deposit			
a.	If exempted, whether proof enclosed.			
5	Whether Manufacturer/Distributors/Agents for which nomination should be sent along with tender.			
A	If agent Distributor declaration from the manufacturer.			
6	Duly attested license for manufacturing machines			
7	Details of License Valid upto			
8	Annexure – C, Declaration			
9	Fixed asset details and each credit arrangements with Banks.			
10	Market stand and list of service centre in Tamilnadu			

Note: The bidder shall submit the above documents failing which the tender documents are liable for rejection. Please enter page number only,

Signature of Tenderer: