

# **COUNCIL FOR LEATHER EXPORTS**

(Sponsored by Ministry of Commerce & Industry, Government of India)

*Registered office & Head office:*

CMDA Tower II, 3<sup>rd</sup> Floor, Gandhi-Irwin Bridge Road, Egmore,  
Chennai – 600 008, India

Tel: 044 28594367-71 (5 Lines) Fax: 044-2859 4363-64

Email: [cle@cleindia.com](mailto:cle@cleindia.com) Website: [www.leatherindia.org](http://www.leatherindia.org)

## **Supply, Installation & Commissioning of Machinery and Equipment for Testing Lab & Design Studio (TL&DS) at Agra, Uttar Pradesh**

Under Export Promotion Bureau (EPB), Government of Uttar Pradesh

### **NOTICE INVITING TENDER**

CLE-HO/ EPB-UP/TL&DS/EQUIPMENT/dated 24.02.2017

### **TENDER DOCUMENT**

**Part – I**

**Volume – 1**

**General - Instruction to Bidders and General Conditions of  
Contract**

**Supply, Installation & Commissioning  
of Machinery and Equipments  
at Testing Laboratory and Design Studio,  
Agra, Uttar Pradesh**

**Promoter**

Agra Footwear Manufacturers & Exporters Chamber (AFMEC), Agra

# **SECTION 1**

## **INSTRUCTIONS TO BIDDERS (ITB)**

## 1. INTRODUCTION

1.1. The Agra Footwear Manufacturers & Exporters Chamber (AFMEC), a leading association of footwear manufacturers and exporters in Agra, proposes to establish a Testing Lab and Design Studio at Agra. Towards this task, the CLE has engaged CSIR-CLRI for establishment of Testing Lab and Design Studio with required facilities. CSIR-CLRI has been appointed as PMC for this project. The project is funded by the Export Promotion Bureau (EPB), Government of Uttar Pradesh.

1.2. The Council for Leather Exports (CLE), Chennai is the project implementation agency.

The contact details of the CLE is given below:

The Executive Director  
Council for Leather Exports (CLE)  
CMDA Tower II  
3rd Floor  
Gandhi-Irwin Bridge Road  
Egmore, Chennai - 600 008  
Tel: 044-2859 4367 (5 Lines)  
Fax: 044-2859 4363-64 (2 Lines)  
Email: [cle@cleindia.com](mailto:cle@cleindia.com)

The contact details of extension office CLE at Agra is:

AGRA EXTENSION OFFICE  
Council for Leather Exports  
S-6, 2nd Floor, Friends Tower  
Block No.41-B, Sanjay Place  
Agra - 282 002  
Tel: +91-562-2852619  
Fax: +91-562-2854053  
Email: [cleagra@cleindia.com](mailto:cleagra@cleindia.com)

1.3. CSIR-CLRI, Chennai is the Project Management Consultant (PMC) engaged by CLE for establishment of Testing Lab and Design Studio at Agra. As such the CSIR-CLRI will be responsible for overall management of the project. The contact details of CSIR-CLRI are given under:

The Director  
Central Leather Research Institute (CSIR-CLRI) Adyar,  
Chennai - 600 020  
Tel: 044-24916351/ 2443 7240  
Fax: 044-24911589  
Email: [rsrrajan@yahoo.com](mailto:rsrrajan@yahoo.com) / [srinivasansv@yahoo.com](mailto:srinivasansv@yahoo.com)

- 1.4. The testing lab and Design studio building is located 20 km away from Agra in Agra - Delhi Highway.



- 1.5. Council for Leather Exports (CLE) invites sealed bids for supply, installation and commissioning of machinery and equipment including training of personnel for operations at the Testing Laboratory and Design Studio being established at Agra Leather Cluster, in a two-part (two-cover) bid system from manufacturers and /or authorized suppliers having required sales, service and warranty support facilities, with sound technical and financial capabilities fulfilling the qualification criteria.

Part -I: Technical bid for qualification

Part -II Financial bid

- 1.6. The target bidders will be the manufacturers and / or authorized suppliers having required sales, services and warranty support facilities.

The overseas manufacturers can bid through their Indian counterpart (either their own subsidiary office situated in India or through their authorized suppliers in India).

Those overseas manufacturer(s) who do not have their own subsidiary office in India, will bid through their Indian agent company. In such case, it shall furnish a certificate to the effect the bidder is or will be represented by an agent in India, who will handle the import transactions in India on its behalf, and arrange for delivery of the machinery at project site, and the said agent will be able to carry out the supply, Installation, demonstration maintenance, repair obligations etc during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc during / post warranty period.

- 1.7. Any clarifications, technical or otherwise, should be addressed in writing to the PMC, and by marking a copy of the mail to other agencies as detailed below:

To	PMC	srinivasansv@yahoo.com rsrrajan@yahoo.com
CC	CLE, Head Office, Chennai	<a href="mailto:infra2@cleindia.com">infra2@cleindia.com</a> <a href="mailto:sp@cleindia.com">sp@cleindia.com</a>
CC	AFMEC	<a href="mailto:afmec.agra@gmail.com">afmec.agra@gmail.com</a> <a href="mailto:afmec.org@gmail.com">afmec.org@gmail.com</a>

- 1.8. Bidders are requested to undertake a visit to Testing Laboratory construction site at Agra at their own expense, to make an inspection of the current facility and make an assessment of the preparatory requirements for installation of machinery and equipment and thus obtain all information that may be necessary for preparing the Bid. For inspection visit, the bidders may contact Mr K.R. Kindhri. Manager, (Admin) and Shri R.K. Shukla Assistant Director CLE, Agra for scheduling the visit appointments.
- 1.9. The cost of visiting the project site shall be at their (Tenderer's) own expense.
- 1.10. All bids received are deemed to be prepared after inspection visit by the bidder.
- 1.11. The Council reserves the right to modify the specifications or even cancel the tender in full or in parts, and such modifications or cancellation will be intimated to the bidders as and when decided. The decision of the Council in this regard will be final and no correspondence will be entertained.

## 2. SCOPE OF WORK

- 2.1. Scope of work involves supply, installation and commissioning of Machinery and Equipment including training of personnel for operations, as mentioned in the Volume II - Technical Specifications for Machinery & Equipments. The scope of the work is broadly in the following areas:
1. Physical Testing Equipment with accessories
  2. Chemical Testing Equipment with accessories
  3. Software and Equipment for Design studio

## 3. PERIOD OF COMPLETION

- 3.1. The entire works given in the scope of work shall be completed within a maximum time frame of 4 months from the date of purchase of work order.
- 3.2. Supply, Installation and commissioning and training of personnel on operation of machines & equipment should be fully completed before the 4 months from the date

of purchase work order. Schedule for Installation, commissioning and training should be mentioned by the bidder.

#### **4. ELIGIBILITY CRITERIA FOR TENDERING AND DOCUMENTATION**

##### **4.1 Eligibility Criteria**

- 4.1. To be eligible for award of the contract, each bidder or its principal company,
  - i. Should have average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, at least 50% of estimated value of the equipment by the tenderer.
  - ii. Should have successfully commissioned a minimum of three Installation of similar equipment or machinery as per Part II of Technical Specifications during last 7 years ending last day of month previous to the one in which applications are invited
- 4.2. While the detailed lists of documents to be submitted are given in clause 22.7, the documentation related to eligibility should be the following :
  - a) Certified photocopies of the contracts in support of the technical experience in line with the requirements as per clause 4.1. In the event the contract/s is/are in a language other than English, a photocopy of the contract as well as a certified translation in English language (original copy) shall be submitted,
  - b) The Documentation: (All in English Language only)
  - c) Details of technical experience as per Annexure -1 duly filled in
  - d) Financial capacity as per Annexure - 2 duly filled-in
  - e) Audited annual reports for the years 2013-14, 2014-15 and 2015-16 along with IT returns for each year
  - f) All certification shall be carried out by Director/Partner/Authorized Signatory of the Company with his signature, seal and name.

#### **5. COST OF TENDERING**

- 5.1. The Tenderer shall bear all costs associated with the preparation and submission of this Tender and CLE will in no case be responsible or liable for these costs.

#### **6. CONTENTS OF TENDER DOCUMENTS**

- 6.1. The Tender documents for this Contract contain the following and any addenda issued in accordance with clause 20 of the Instructions to Tenderers.

**Part -I**

Volume 1: Instruction to Bidders (ITB) &  
General Conditions of Contract

Volume 2: Technical specifications for Machinery & Equipment

**Part -II**

Volume 3: Financial bid

**7. SALE OF TENDER DOCUMENTS**

- 7.1. The Tender documents can be obtained on payment of a non-refundable fee of Rs.10,000/- (Rupees Ten thousand only). Payment for the purchase of tender documents shall be made either by cash or by a crossed demand draft drawn in favor of "Council for Leather Exports" payable in Chennai. The cash or demand draft shall be enclosed with a letter of application for the Tender documents mentioning the project title as per the cover page of this document.
- 7.2. The Tender documents can be taken delivery by hand or by the authorized representative of the Tenderer. For this purpose, the Tenderer shall send along with the application a letter authorizing his representative to collect the Tender Documents personally upon payment of the cost of the Tender documents as specified above.
- 7.3. The tender documents are available in CLE's Head office and also all CLE's Regional Offices as mentioned in the following addresses. The application for obtaining Tender documents shall be made to the respective offices.

<b>Chennai</b>	The Assistant Director Council for Leather Exports CMDA Tower -II, 3 <sup>rd</sup> Floor Gandhi Irwin Bridge Road Egmore, Chennai 600 008 Ph: 044-28594367-71 ( 5 lines ) Fax:044-28594363 & 28594364 Email: <a href="mailto:cle@cleindia.com">cle@cleindia.com</a>
<b>Mumbai</b>	The Regional Director (West) Council for Leather Exports STAR HUB, Building 1, Unit No.102, 1 <sup>st</sup> Floor Near Hotel Hyatt Regency & ITC Maratha Sahar International Airport Road, Andheri (East), Mumbai – 400 099. Tel: +91 - 22 - 28392221 Fax: +91 - 22 - 67256236 E-mail: <a href="mailto:cleb@cleindia.com">cleb@cleindia.com</a>

<b>Kolkata</b>	The Regional Director (East), Council for Leather Exports, 1B, First Floor, "Duckback House", 41, Shakespeare Sarani, Kolkata - 700 017. Tel: +91-33-22835479/80. Fax: +91-33-22877270. E-mail: <a href="mailto:cleer@cleindia.com">cleer@cleindia.com</a> ,
<b>Kanpur</b>	The Regional Director (Central), Council for Leather Exports, H.B.T.I. Campus (Adjacent to Central Bank of India), NawabGanj, Kanpur-208 002. Tel: 0512-2534198. Fax: 0512-2534197. E-Mail: <a href="mailto:cleknp@cleindia.com">cleknp@cleindia.com</a> ,
<b>New Delhi</b>	The Regional Director (North) The Regional Director, Council for Leather Exports, Unit No.317, DLF Prime Towers, Plot No.79 & 80, Block F, Okhla Industrial Area, Phase-I, New Delhi-110 020 Tel : 011-26814501 / 502, Fax: 011-26814503, E-Mail: <a href="mailto:cledelhi@cleindia.com">cledelhi@cleindia.com</a>
<b>Agra</b>	The Assistant Director Council for Leather Exports, S-6, 2nd Floor, Friends Tower, Block No.41-B, Sanjay Place, Agra - 282 002. Tel: +91-562-2852619 / Fax: +91-562-2854053 E-Mail: <a href="mailto:cleagra@cleindia.com">cleagra@cleindia.com</a>
<b>Jalandhar</b>	The Office In-charge Council for Leather Exports CLRI Extension Centre (Testing Lab), Leather Complex, Kapurthala Road, Jalandhar - 144 021, Punjab, India. Tel: +91-181-2650967 / Fax: +91-181-2650967 E-Mail: <a href="mailto:clejalandhar@ymail.com">clejalandhar@ymail.com</a>

- 7.4. CLE does not accept responsibility either for delays in receipt of the completed Tender documents or any delay experienced by the applicant in receiving the documents including loss of documents in transit. Extension of the bid submission date and time



for receipt of the completed documents shall not be made on account of any such delays.

7.5. The bid documents are available for sale at Council for Leather Exports, Chennai from 27.02.2017 to 10.03.2017 on all working days up to 5.00pm by a written application to the Executive Director, CLE Chennai along with the payment of Rs.10,000/- by way of Demand Draft drawn in favor of Council for Leather Exports or in Cash.

7.6. The Tender documents are not transferable under any circumstances.

#### **8. TENDERER TO CHECK TENDER DOCUMENTS**

8.1. The Tenderer is particularly requested to check all technical data shown in the technical specifications and obtain his own information on all matters which may in any way affect his Tender price as no claim for extra compensation for any alleged ignorance in respect thereof shall be entertained.

8.2. Any discrepancy in the figures or specifications detected by the Tenderer shall be immediately intimated to CLE/ PMC. Any adjustment or assumption by the Tenderer without such verification shall be at his own risk and expense.

8.3. Notwithstanding the specifications in the Tender documents, the Contractor is responsible for successful completion and satisfactory performance. Any addition in the specifications shall not permit the Contractor for additional payments. The tendered price should be inclusive of such additional items required for successful completion and satisfactory performance of the Works.

#### **9. CLARIFICATIONS ON THE TENDER DOCUMENT**

In general, no answer will be given to Tenderers in reply to an oral question if the question involves an interpretation of the intent or Tender documents, or the technical specifications, terms & conditions or in the Tender documents. To receive consideration, such questions shall be submitted in writing to CLE and PMC at least one day before the date of the pre-bid meeting as detailed in clause 10 of the Instructions to Tenderers.

#### **10. PRE-BID MEETING**

10.1. A Pre-Bid Meeting will be held on 03.03.2017 (Friday) at the Council for Leather Exports, Egmore, Chennai 600 008.

10.2. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage pertaining to the Tender. Apart from the

- pre-bid meeting, the CLE & PMC will not entertain any further question whether written or verbal.
- 10.3. The Tenderer is requested to submit the questions in writing or by fax or by e mail to reach CLE and PMC at least one day before the Pre-bid meeting.
- 10.4. The text of the questions raised and the responses given as a result of the pre-bid meeting shall be made by CLE exclusively through the issue of an addendum pursuant to clause 20 of the Instructions to Tenderers and not through the minutes of the pre-bid meeting.
- 10.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.
- 11. EXPLANATIONS ON THE INFORMATION TO BE PROVIDED BY THE BIDDER**
- i) Reference list of projects of similar nature installed by the Tenderer as requested in Format **Annexure -1** has to be furnished with relevant documentary proof.
  - ii) The bidder must provide Financial Capacity of the firm as per enclosed Format **Annexure -2** with required enclosures.
  - iii) The bidder must provide **Performance Statement** as in the enclosed format **Annexure -3** enclosing photocopies of Purchase Orders and documentary proof of satisfactory functioning of supplied goods from the clients. The Performance Statement must relate to the machines for which tender is floated. The name of the machinery and equipments must be clearly spelt out in the Performance Statement instead of using the broad generic terms. Copy of the purchase orders should be invariably attached to the performance statement as proof thereof.
  - iv) The Bidder must be manufacturer or an authorized sales and service representative of a manufacturer (in India or abroad) who has successfully executed contracts in India for similar or identical machinery in the past three years prior to the date of Bid opening. In support of this, the bidder shall provide the "**Authorization Letter / Certificate from the Manufacturer**" addressed to the Bidder in terms of sales, warranty, replacements, service and spare support to the specific machines.
  - v) The part I and part II of the tender documents including all specifications should be submitted after affixing signature and stamp in all the pages. Submission of these documents shall be deemed as the tenderer having accepted all terms and conditions and accepted the specifications as correct and acceptable.

- vi) For those Machinery and Equipments wherein the specification CE certification is required, a copy of the **CE Certification** must be provided.

## **12. PREPARATION OF TENDERS**

### **12 Language of the Tender Document**

- 12.1. All Tenders and information to be submitted shall be in English language only.
- 12.2. Tenders which are conditional or obscure or which contain additions not called for, erasures, alterations, unsigned or irregularities of any kind shall not be considered.

## **13. CONTRACT REQUIREMENTS**

Tenderer shall fill up and sign with official seal, the Letter of Tender and all schedules, annexures etc. which are included in the Tender documents

## **14. ALTERNATIVE PROPOSALS BY TENDERERS**

Tenderers shall submit their Tenders in accordance with the specifications of the Tender document only.

## **15. TENDER PRICE**

- 15.1. The bid price will be Delivered Duty Paid (DDP) basis and will include all inclusive of all types of duties, taxes, license fees, packing forwarding charges, all kinds of transportation, insurance, erection / installation charges, commissioning and all other expenses including training of personnel. The price quoted in the financial bid shall be the maximum amount payable for the project and no extras, on whatever count, shall be paid by the Employer.
- 15.2. In case of imports, the bidder has to necessarily carryout the custom clearance of the goods through its own arrangement and brings it to the project site. All such costs have to be factored into the tender price.
- 15.3. Tenderers are required to submit price bid for each item offered in a separate cover with financial bids and details of equipment/ machinery quoted. All the financial bids should with titled financial bids be in a sealed cover.

## **16. CURRENCY OF TENDER**

Tenderers shall quote their prices as follows:

- a) In INR for offers received for supply of indigenous manufactured machinery.
  - b) In US Dollar or Euro in case of offers received for supply of imported machinery.
- The bidders will also have the option to quote for the imported machinery in INR.

**17. TENDER VALIDITY**

- 17.1. Tenders shall remain valid for a period of ninety days (90) from the date of submission of the Tenders.
- 17.2. In exceptional circumstances, prior to expiry of the original time limit, CLE may request Tenderers to extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing in official stationery, an advance copy of which may be sent by Fax. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be permitted to modify his Tender.

**18. EARNEST MONEY DEPOSIT**

- 18.1. The Earnest Money Deposit (EMD) for each equipment is specified in the **Annexure 4** (i.e 1% of the estimated cost of the equipment). If a bidder offers for more than one equipment, Total EMD is equal to the total of respective amount for all of the equipment quoted shall be provided. The EMD should be in the form of a Demand Draft from a Nationalized Bank in favour of "Council for Leather Exports" payable at Chennai.
- 18.2. Any Tender submitted without the EMD shall not be considered and shall be summarily rejected.
- 18.3. The EMD of unsuccessful Tenderers will be returned within ten (10) days of the finalization of the Contract with the successful Tenderer.
- 18.4. The EMD of the successful Tenderer shall be discharged when the Tenderer has furnished the required Security Deposit and signed the Agreement as per the format in the Tender document.
- 18.5. The EMD may be forfeited if:
- a. Tenderer withdraws his Tender after Tender opening and during the Tender validity period
  - b. Tenderer does not accept the correction of the Tender price
  - c. In the case of a successful Tender, the Tenderer fails within the specified time limit to furnish the required Security Deposit or sign the Agreement.
  - d. If the Tenderer does not accept the stipulation of pursuant to clause 32 of the Tender Document.

**19. SIGNING OF THE TENDER**

- 19.1. The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, along with official seal. All pages of the Tender where entries or amendments with official seal have been made shall be signed by the person or persons signing the Tender. The Tenderer shall enclose a certified copy of the Power of Attorney authorizing the signatory or signatories to sign the Tender document. This certification shall be from the Legal Manager or a Director of the Firm.
- 19.2. The Tender shall contain no alterations or additions, except those to comply with instructions issued by CLE or as necessary to correct errors made by the Tenderer, in which case such corrections shall be signed by the person or persons signing the Tender affixing the official seal.
- 19.3. All the pages in the Schedule of Prices and Technical Schedules should be signed with the official by the Tenderer, after filling in the prices in figures and words.

**20. AMENDMENT OF TENDER DOCUMENTS**

- 20.1 Before the deadline for submission of Tenders, CLE may modify the Tender documents by issuing addenda.
- 20.2 Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing by fax or by e-mail to all the Tenderers. Tenderers shall acknowledge receipt of each addendum by letter or by fax or by e-mail to CLE. A signed and stamped copy of the addendum shall be submitted together with the Tender documents reference sub clause of 22.7 of the Instruction to Bidders.
- 20.3 Adequate time for submission of Tenders will be ensured when such addendum is issued.

**21. DUE DATE AND TIME FOR TENDER SUBMISSION**

- 21.1. Tenders in sealed envelope/package as detailed in clause 21 below will be received at the CLE Head Office, Chennai as per the address mentioned in clause 22.6 upto 3.00 pm on 15.03.2017. If the said date happens to be a holiday, CLE Tenders will be received up to 3.00 pm on the next working day.
- 21.2. CLE may extend the date for submission of Tenders by issuing an addendum in which cases all the rights and obligations of CLE and the Tenderers previously subject to the

original due date for submission will then be subject to the new date for submission as to be extended if any.

## 22. PROCEDURES FOR SUBMISSION OF TENDERS

22.1. Tenderers are advised to go through the Tender documents in full detail and shall understand all the provisions and stipulations contained therein before submitting the Tenders.

22.2. The Tender shall be submitted exactly as per the procedures and requirements stipulated herein.

22.3. The Tender must be submitted so as to be received within the stipulated date & time as per clause 21.1.

22.4. Tenders submitted by fax or e-mail shall not be accepted and shall be summarily rejected.

22.5. Tender shall be submitted in two parts viz- Part I & Part II. Each part shall be placed in an independent sealed envelope and these should be put in 3<sup>rd</sup> envelope and sealed. Each part shall be super scribed as follows.

Part -1 : Technical Bid

Part -II : Financial Bid - each equipment should be in separate sealed cover and all financial bids for each equipment should be provided in one financial bid cover. Super scribing Name of the equipment.

3<sup>rd</sup> Envelope : TL&DS/2017/dated 24.02.2017: Testing Laboratory and Design Studio at Agra Leather Cluster - Tender for supply, Installation and Commissioning of machinery and equipment for Testing laboratory and Design studio at Agra

22.6. The package shall be addressed to

The Executive Director

**Council for Leather Exports (CLE)**

CMDA Tower -II, 3<sup>rd</sup> Floor

Gandhi Irwin Bridge Road

Egmore, Chennai - 600 008

Ph: 044-28594367-71 (5 lines)

Fax: 044-28594363 & 28594364

Email: [cle@cleindia.com](mailto:cle@cleindia.com).

Each envelope shall carry the name and address of the Tenderer prominently.

22.7. The technical bid envelope (Part I) shall contain the following in the sequence indicated below. The technical bid shall be submitted in duplicate i.e. one original plus

one copy. One of the volumes of the Tender shall be marked as "Original" while the other shall be marked as 1<sup>st</sup> copy.

- a) Covering letter, in the letter head of the bidding firm, duly dated, signed and stamped.
- b) EMD amount favouring Council for Leather Exports, Chennai
- c) Declaration by the Tenderer that his Tender is without any technical and commercial deviations, and confirming compliance with terms and conditions of the tender.
- d) Certified Power of Attorney authorizing a representative or representatives of the Firm to sign the Tender and all subsequent communication as per clause 19.1,
- e) Photo copies of the PAN No. and current sales tax registration certificate,
- f) Documentary evidence of unambiguous fulfillment of eligibility criteria for tendering reference clause 4 of the Instructions to Tenderers. For each of the documentary evidence, a statement as per the format provided in Table 1 should be enclosed.
- g) Complete technical specifications of machinery & equipments forming part of the scope of supply. This must also include ancillary equipment, total connected load and requirement of services and foundation drawings, whatever necessary.
- h) Authorization letter from Original Equipment Manufacturer (OEM) for each of the equipment quoted for should be in respect of sales, spares and service backup and warranty settlement.
- i) Performance Certificate with purchase order copies and letters of satisfaction from clients
- j) CE Certification Copy wherever applicable
- k) Product Brochures compiled and printed by the OEM, for each item of Machinery intended to be quoted.
- l) Statement stating that the machinery & equipments in the scope of supply are new and unused.
- m) Copies of IT returns for last three years (2013-14, 2014-15, 2015-16)
- n) Information of the Company as per given format.
- o) Schedule of Delivery of machinery & equipment
- p) Schedule for installation, commissioning and training of personnel, of the machinery & equipment

- q) A copy of Volume 1 and 2 of this tender document including all specifications should be submitted after affixing signature and stamp in all the pages. The Submission of these documents shall be deemed as the tenderer having accepted all terms and conditions and accepted the specifications as correct and acceptable. A copy of the Volume 3 of this tender document shall also be signed on all pages shall be enclosed without mentioning the prices along with the technical bid as a token of acceptance to the terms and conditions of the tender.

22.8. The “**Technical bid for pre-qualification**” shall **NOT** contain the following:

- a. Schedule of Prices of the Tender document constituting the Lump Sum Tender Price.
- b. Any indication either direct or indirect or implicit or explicit or implied regarding the Tender Price or its break up details or any other related price indication etc. shall be cause for outright disqualification of the entire Tender.

**Important Information:** The Financial quote (Price Information) should not be included in the Cover-I. Any discrepancy will result in Rejection of offer.

22.9. The **Financial Bid Envelope** shall contain the following:

- a. Covering letter addressed to CLE
- b. Sealed price bids for each equipments or machinery in separate covers and all price bid cover should be provided in a financial bid cover.

22.10. The Tenderer shall strictly adhere to the formats given in the Schedule of Prices.

These should be signed, sealed with date in each page of the Statement and this should be supported by a separate covering letter for each equipment in the Letter Head of the firm, and put in the sealed financial bid cover.

22.11. Any deviation or alteration of the formats shall result in the Tender getting disqualified.

## **23. LATE TENDERS**

Any Tenders received by CLE after the due date & time as per clause 21 of the Instructions to Tenderers will not be considered and will be returned unopened to the Tenderers.

## **24. MODIFICATION AND WITHDRAWAL OF TENDERS**

24.1. Tenderers may modify or withdraw their Tenders by giving notice in writing before the due date of submission of Tender as per clause 21 of the Instructions to Tenderers.



24.2. Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 22.6 of the Instructions to Tenderers with the outer and inner envelopes additionally marked MODIFICATION or WITHDRAWAL as appropriate.

24.3. No Tender may be modified after the due date of submission of the Tenders.

24.4. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in clause 17.1 of the Instructions to Tenderers or as extended pursuant to clause 17.2 of the Instructions to Tenderers may result in the forfeiture of the Tender Security pursuant to clause 18.5 of the Instructions to Tenderers.

## **25. OPENING OF TECHNICAL BIDS FOR PRE-QUALIFICATION**

25.1. Executive Director CLE or his authorized official will open the Tenders (Technical Bids for Pre-Qualification – Cover 1) in the presence of the Tenderers or their authorized representatives at 3.30 pm on 15.03.2017 at CLE Head Office, Chennai. In the event of the specified date of Tender opening being declared a holiday for CLE, the Tenders will be opened at the same time on the next working day.

25.2. On opening of the Technical Bids for Pre-Qualifications, the details such as name of the Tenderer and whether the EMD has been submitted or not will be read out.

25.3. The authorized person representing the firm who is signing in the tender documents and also participating in the tender opening shall invariably attach a copy of authorization from the competent authority of the firm as per the Bylaws of the firm / Company.

## **26. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations, for the award of Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence CLE, AFMEC, or CLRI in the processing of Tenders or award decisions may result in the rejection of his Tender.

## **27. PROCEDURE FOR TENDER EVALUATION**

27.1. After opening the Tenders, CLE will determine whether the Tenderer has fulfilled all the conditions as stipulated under clause 22.7 of the Instructions to Tenderers viz the

EMD, the various appendices required to be submitted with the Tender, the eligibility criteria and other documents as called for. Tenderers who have not submitted the documents as per clause 22.7 shall be liable for disqualification.

27.2. The Project Management Consultant will undertake a detailed evaluation of the technical bid for pre-qualification, and will submit a Technical Evaluation Report to CLE.

27.3. Before proceeding with the detailed evaluation, PMC will determine whether the Tender is substantially responsive or not. A responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tender documents, without any deviation.

- a) Which affects in any substantial way the scope, quality or performance of the Machines & Equipment.
- b) Which in a substantial way is inconsistent with the Tender documents, CLE's rights or the Tenderer's obligations under the Contract or
- c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

27.4. To assist the examination, evaluation and comparison of Tenders, PMC may, at its discretion, ask any Tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax, but no change in the substance of the Tender shall be sought, offered or permitted.

27.5. Should a Tender fail to be responsive, it will be rejected and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27.6. As per the Technical Evaluation Report, the CLE will proceed with opening of Part II envelope i.e. "Financial bid Envelope" of those Tenderers whose Technical bid for pre-qualification under Part-I has been accepted. The opening of the "Financial Bid Envelope" will be done in the presence of those Tenderers or their representatives who choose to be present. The "Financial Bid Envelope" of the unsuccessful Tenderers shall not be opened.

27.7. During Tender Price opening, CLE will read out the prices of the Tenders as quoted by the Tenderers.

27.8. To facilitate financial evaluation and comparison of bids received, the CLE will convert all bid prices expressed in USD or Euro into Indian Rupees as per the

exchange rate notified in RBI website, as on the date of Financial Bids Opening Meeting

## **28. CORRECTION OF ERRORS**

28.1. The prices quoted by the Tenderers will be checked by PMC for any arithmetic errors. Errors will be corrected by PMC as follows:

- a. Where there is a discrepancy between the figures and words in the Schedule of Prices, the prices as given in words will govern.
- b. A discrepancy in the total shall be corrected by considering the prices quoted by the Tenderer for the individual items in words which shall govern.

28.2. The amount stated in the Tender Price will be corrected by PMC in accordance with the above procedure for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected and the Tender security will be forfeited in accordance with clause 18.5 of the Instructions to Tenderers.

## **29. EVALUATION OF TENDER PRICES**

29.1. In evaluating the Tender Prices, CLE will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

- (i) Making any correction for errors pursuant to clause 28 above.
- (ii) Making appropriate adjustments to reflect discounts offered by Tenderers in their Tender Price.

29.2. The evaluation of the Tender Price will be based on the Tender Price submitted by the Tenderer and evaluated by CLRI.

## **30. CLE'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

30.1. The Council will award the order for supply of Machinery and Equipments to the bidder whose quotation has been determined to be technically compliant and substantially responsive.

30.2. The Bidder should furnish the contract agreement and performance security within 14 working days from the date of receipt of the Purchase order for supply of goods & services

30.3. Notwithstanding anything that is said herein, CLE reserves the right to accept or reject any items / equipment of Tender in part and to cancel the tendering process and reject

all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers of any obligation to inform the affected Tenderer or Tenderers of the grounds for CLE's action.

- 30.4. The decision of CLE will be final and binding upon the lowest evaluated Tenderer. Non-acceptance of the above mentioned conditions would also result in the forfeiture of the EMD /s in accordance with clause 18.5.

### **31. NOTIFICATION OF AWARD**

- 31.1. The Tenderer whose Tender has been accepted will be notified of the award by CLE prior to expiration of the Tender validity period by facsimile/e mail and confirmed in writing by a registered letter.
- 31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit bank guarantee in accordance with the provisions of clause 32 and the signing of the Agreement as per clause 33 of the Instructions to Tenderers.
- 31.3. Upon furnishing by the Contractor of the Security Deposit and upon signing the Agreement, CLE will promptly notify the other Tenderers that their Tenders have been unsuccessful and will arrange to return their EMD.

### **32. PERFORMANCE SECURITY DEPOSIT**

- 32.1. Within 14 working days from the date of issue of Purchase Order, the supplier shall deliver to CLE the Performance Security Deposit by way of Bank Guarantee to a tune of 10% of the contract value as mentioned in the Purchase Order. The bank guarantee shall be drawn by a nationalized bank in India.
- 32.2. The bank guarantee shall be valid till 60 days after the expiry of warranty period. One year from the date of commissioning and training of personnel.
- 32.3. Failure of the successful Tenderer to comply with this requirement shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

### **33. SIGNING THE AGREEMENT**

- 33.1. Within seven (7) working days of the date of notification of the award, the successful Tenderer will sign the Agreement as per the format given in the Tender document and deliver it to CLE. The Tenderer shall bear the cost of the stamp paper and other legal charges. The Agreement will incorporate all agreements between CLE and the successful Tenderer.

**Annexure 1****Reference List of Projects of similar nature installed by the Tenderer**

<b>S.No</b>	<b>Parameters</b>	<b>Details</b>
1	Name of the project	
2	Owner of the project	
3	Address of the project implemented	
4	Contact person  Name  Phone No, E-mail, Fax No	
5	Contract reference & date  a) Name of the company which provided the contract b) Date of completion as per contract c) Actual date of completion d) Date of commissioning	
6	Years in operation since commissioning	
7	Scope of work	

**Note:**

1. Please use similar statements for every project implemented by you to meet the prequalification requirement for technical experience.
2. Please attach certified photocopies of certificates from owners of installations for satisfactory performance in accordance with the Instructions to Tenderers.
3. Please attach a certified photocopy of the Contract indicating name of the Contractor, Contract no, scope of work, and value of Contract in accordance with the Instructions to Tenderers and in support of the technical experience.

**Annexure 2****FINANCIAL CAPACITY OF THE TENDERER**

1. Name of the firm :
2. Address of the Registered Office :
3. Address of the office of communication :  
and contact particulars
4. Annual turnover (Rupees or home Currency of the applicant) for  
2013-2014 :  
2014-2015 :  
2015-2016 :
5. Furnish name, address, and telephone no. fax:  
and contact person of your Bankers in a  
Separate list attached to this appendix
6. Furnish name, address, telephone no. :  
fax no. & contact person of your  
Insurance Company in a separate list  
Attached to this appendix

I hereby authorize CLE to seek information as required from our Bankers and Insurers.

Signature of person authorized \_\_\_\_\_ Date \_\_\_\_\_

Name & Designation \_\_\_\_\_

Attachments:

*Audited Annual Reports for 2013-14, 2014-15 & 2015-16*

*IT Returns for 2013-14, 2014-15 & 2015-16*

**Annexure 3****PERFORMANCE STATEMENT OF TENDERER**

(For the period of last three years, in the Letter Head of the firm)

Name and address of the firm:

<b>Order placed by (full address of purchaser)</b>	<b>Order number and date</b>	<b>Description and quantity of ordered goods and services</b>	<b>Value of order (Rs.)</b>	<b>Date of completion</b>	<b>Remarks indicating reasons for delay if any</b>	<b>Have the goods been functioning satisfactorily (attach documentary proof)</b>

Note: Photocopies of Purchase Orders and documentary proof of satisfactory functioning of supplied goods from the clients shall be enclosed. The Performance Statement must relate to the machines for which tender is offered. The name of the machinery and equipments must be clearly spelt out in the Performance Statement instead of using the broad generic terms. Copy of the purchase orders should be attached to the performance statement as proof thereof.

*Please enclose photocopies of purchase orders and reports of satisfactory working of machines from clients (signed by Directors/Partners/Proprietors). Use additional sheets, if required.*

Signature and Seal of the bidder

Date:

**Annexure 4 List of Machinery and equipment to be procured****Technical specifications and their respective EMD amount**

S.No	Name of the machinery / equipment	Quantity	Estimated Amount in Rs	EMD amount in Rs
<b>Physical Testing Equipment</b>				
1.	Digital thickness measuring gauge	1	20000	200
2.	Tensile tester (PC Control) - Universal testing machine	1	4000000	40000
3.	Universal testing machine Accessories			
4.	Rub fastness tester (Veslic)	1	80000	800
5.	Vamp Flexer – 12 station with freezer cabinet (Room temperature and Low temperature)	1	250000	2500
6.	Abrasion Resistance – Martindale (9 stations)	1	1000000	10000
7.	Water Vapour Absorption Apparatus - set of 6 pots	1	20000	200
8.	Water Vapour Permeability Tester - 6 Station	1	150000	1500
9.	Bally penetrometer	1	2363000	23630
10.	Bata Belt Sole Flexing Machine	1	500000	5000
11.	Press Knives	Each 1	69000	690
12.	DIN Abrasion Tester	1	1555000	15550
13.	Digital thickness measuring gauge for sole and rubber materials	1	30000	300
14.	Compression Apparatus – Stress/ Stain	1	500000	5000
15.	Durometer	1 set	20000	200
16.	Ross Flexing Machine in Freezer Cabinet	1	500000	5000
17.	Permeometer	1	130000	1300
18.	Fibreboard flexing machine	1	500000	5000
19.	Hydraulic press	1	200000	2000
20.	Rub fastness tester – circular	1 set of machine and 200 numbers of felt pads	100000	1000
21.	Bennerwart Flex tester 6 or 9 station with freezer cabinet and its accessories	1	2000000	20000



S.No	Name of the machinery / equipment	Quantity	Estimated Amount in Rs	EMD amount in Rs
22.	Density weighing balance	1	100000	1000
23.	Aging chamber	1	1000000	10000
24.	Digital Tachometer	1	5000	50
25.	VerinerCaliper	1	6500	65
26.	Analytical weight box	1	5000	50
27.	Data logger	1	10000	100
28.	Reference scale	1	1000	10
29.	Stopwatch	1	2500	25
30.	Electronic timer	1	2500	25
31.	Glass thermometer	1	2500	25
32.	Micrometer	1	10000	100
33.	Weighing balance	1	30000	300
34.	Lux meter	1	10000	100
35.	Air compressor and compressed air distribution system	1 set	30000	300
36.	Grinding machine	1	5000	50
37.	Drill bit set	1 set	1000	10
38.	Allen key box	1 set	1000	10
39.	HeatingMantle	1	10000	100
40.	Measurable Magnifying Len	1	5000	50
41.	Cutting Dies	1 set	150000	1500
42.	Consumables	1 set	250000	2500
43.	Glasswares	1 set	150000	1500
44.	Dynamic footwear flexing water penetration	1	1000000	10000
45.	Hot air oven	1 set	100000	1000
46.	Flexing for rubber uppers /polymers	1	120000	1200
47.	Toe cap Impact Tester 200 Joule	1	1500000	15000
48.	Flexing resistance penetration insert	1	1000000	10000
49.	Electric insulation tester / Electrical resistance tester	1	70000	700
50.	Heat insulation tester/ Heat resistance tester	1	70000	700
51.	Cold insulation tester	1	150000	1500

S.No	Name of the machinery / equipment	Quantity	Estimated Amount in Rs	EMD amount in Rs
52.	Blade cut	1	2000000	20000
53.	Rigidity tester	1	91000	910
54.	Full shoe flexing machine	1	1500000	15000
55.	Leakage tester	1	70000	700
56.	Slip resistance tester	1	10000000	100000
57.	Hot contact resistance	1	50000	500
58.	High voltage insulation test	1	170000	1700
59.	Heel fatigue	1	500000	5000
60.	Heel impact tester	1	500000	5000
<b>Chemical Testing Equipment</b>				
61.	Fume cupboard, exhaust hood with ducting	1	250000	2500
62.	Hot air oven with S.S Air circulation fan, Electronic digital Controller cum indicator	1	400000	4000
63.	Conductivity meter	1	20000	200
64.	Digital pH meter	1	15000	150
65.	Hot Plate	1	100000	1000
66.	Water bath, with shaker	1	350000	3500
67.	Rotary Evaporator with Vacuum Pump	1	200000	2000
68.	Muffle furnace	1	300000	3000
69.	Steam Distillation Glass Unit with Heater	1	50000	500
70.	Micro centrifuge	1	100000	1000
71.	Orbital shaker with temperature controller	1	400000	4000
72.	Horizontal shaker with temperature controller	1	400000	4000
73.	Grinding mill	1	1000000	10000
74.	Vortex Mixer	1	10000	100
75.	Freezer	1	300000	3000
76.	Automatic Soxhlet Solvent Extraction	1	73000	730
77.	Gas Chromatograph with Mass Spectrograph with EI ,and Head Space	1	3000000	30000
78.	Ultra performance Liquid Chromatography with Diode Array Detector, Tandem Mass Spectrometer	1	6000000	60000

S.No	Name of the machinery / equipment	Quantity	Estimated Amount in Rs	EMD amount in Rs
79.	UPS	1 lot	250000	2500
80.	Solvent Filtration Kit	1	30000	300
81.	Ultrasonicator	1	125000	1250
82.	FTIR Spectrophotometer	1	1500000	15000
83.	UV Spectrophotometer	1	1600000	16000
84.	Computer Systems	1	40000	400
85.	Glassware and polyware	1 set	600000	6000
86.	Laboratory chemicals	1 set	188000	1880
87.	Certified reference materials	1 set	1125000	11250
88.	Inductively Coupled Plasma Mass Spectrometer /LC coupling mainframe with auxiliary equipment with argon cylinder and helium cylinder	1	15000000	150000
89.	Humidity Chamber	1	1200000	12000
90.	Vacuum manifold with pump	1	600000	6000
91.	Turbo evaporator	1	700000	7000
92.	Hot block digester with temperature controller	1	500000	5000
93.	Open balance Electronic Balance 2200 g	1	100000	1000
94.	Chiller	1	700000	7000
95.	Water Purification System	1	1000000	10000
96.	Micro balance – 80 g	1	800000	8000
97.	Analytical Balance 220 g	1	250000	2500
98.	Tool kit for sample preparation	1 set	30000	300
99.	Microwave digester	1	1800000	18000
100.	Incubator	1	250000	2500
101.	Gas Chromatograph with Mass Spectrograph with EI only (without CI and Head space)	1	3000000	30000
102.	Gas Chromatograph with Mass Spectrograph and chemical ionization	1	3000000	30000
103.	Scrubber	1 lot	2000000	20000
104.	UPLC-DAD		6000000	60000
105.	Ion chromatograph	1	5000000	50000

S.No	Name of the machinery / equipment	Quantity	Estimated Amount in Rs	EMD amount in Rs
106.	Spot extractor	1set	1000000	10000
107.	Nickel abrader	1	800000	8000
108.	Gas Lines	1 lot	900000	9000
<b>Software and equipment for Design Studio</b>				
109.	Shoe designing software including 3D Shoe Designing, 2D Shoe pattern engineering and Product data management with 5 years AMC - 10 licenses of 3D and 10 licenses for 2D	1 set	14600000	146000
110.	3D foot/last scanner	-	2000000	20000
111.	Computers	23	1380000	13800
112.	Projector with screen	1	100000	1000
113.	2D tablet/digitizer	10	900000	9000
114.	3D Sketch tablet	10	700000	7000
115.	Scanner	1	10000	100
116.	Flatbed pattern cutter of size	1	1700000	17000

## **SECTION-2**

# **GENERAL CONDITIONS OF CONTRACT**

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**GENERAL CONDITIONS OF CONTRACT****DEFINITIONS**

In the Contract as hereinafter defined the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

**“Contract”** means the agreement entered in to between the purchaser and the supplier, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**“Contractor”** shall mean the person or persons, partnership, firm or company whose Tender for the Works has been accepted and who has or have signed the Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representative.

**“Contract Price”** shall mean the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.

**“Goods”** means all of the machinery and equipment and / or other materials, which the supplier is required to supply to the purchaser under the contract.

**“ Services”** means services ancillary to the supply of goods, such as transportation and insurance and any other incidental services, such as installation, commissioning provision of technical assistance, training, and other such obligations of the supplier covered under the contract.

**“Purchaser”** means Council for Leather Exports and includes its successors or assignees.

**“Supplier”** means the individual or firm supplying the goods under the contract and included his /its successors or assignees.

**“Contract documents”** shall mean the Notice Inviting Tenders, Instruction to Tenderers, General Conditions of the Contract, Special Conditions of Contract, Letter of Tender, Appendices, Security Deposit, Agreement, Performance Bank Guarantees, Technical Specifications, Commercial Terms & Conditions, Attachments, Technical

Schedules, Schedule of Prices and all documents submitted by the Contractor prior to the execution of the Contract.

**"Days"** means calendar days

**"Defect"** means any part of the Works not completed and also includes equipments/ machineries or find defective, in accordance with the Contract.

**"Defects Liability Period"** is the period named in the Contract in accordance with clause 11.5 of the Special Conditions of Contract.

**"Employer"** means CLE or the Owner or any other officer nominated by him, who will employ the Contractor to carry out the Works.

**"Months"** means calendar months

**"Promoter"** means "Agra Footwear Manufacturers and Exporters Chamber(AFMEC)".

**"PMC"** means Project Management Consultant appointed by the CLE for the project, which is Central Leather Research Institute (CLRI) in this case.

**"Specifications"** means the specification/s referred to in the Tender and Contract and includes general specifications, technical specifications.

**"Start Date"** means the date for starting from the date of the intimation of the award of the Work to the Contractor.

**"Tender"** means the offer of the Tenderer for supply of Machineries and equipment and or other materials which the supplier is required to supply to the purchaser as per the contract.

**"Tenderer"** means any individual, firm, partnership, corporation, or joint venture submitting a Tender as per the stipulations in the Tender document for the supply of Machineries and Works contemplated, acting directly or through a duly authorized representative.

**"Tender Price"** shall mean the total lump sum amount for the Works which the Tenderer offers in the Schedule of Prices including excise duty and sales tax on works contract together as a single component.

"The word **"Shall"** when used in these documents implies mandatory action. The word **"May"** when used in these documents implies optional action.

Words importing persons shall include firms and corporations. Words importing the singular only shall also include the plural and vice-versa where the context requires.

**1. Language**

The language used in the Tender and Contract shall be English and all other correspondence pertaining to the Contract shall be in English.

**2. Application**

These conditions of contract shall apply to the extent they are not superseded by provisions in other parts of the contract.

**3. Country of Origin**

**3.1** All the goods services supplied under the contract shall have their origin in India or countries recognized by the Government of India.

**3.2** For the purpose of this clause "origin" means the place where the goods are mined, grown or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized or in purpose or utility from its components.

**3.3** The origin of goods and services may be distinct from the nationality of the supplier.

**4. Standards**

The goods supplied under this contract shall conform to the standard mentioned in the "Part II - Technical Specifications for Equipments" and when no applicable standard is mentioned, to the authoritative standard appropriate to the goods, country of origin and such standard shall be the latest issued by the concerned institution.

**5. Use of contract Documents and Information**

**5.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision there of any specification, 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 the performance of the contract. Disclosure to any such employed person shall be confidential and shall extend only so far as may be necessary for purpose of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any Documentary information enumerated in Clause 5.1 except for purposed of performing the contract.
- 5.3 Any document other the contract itself, enumerated in Clause 5.1 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.

## 6. **Patent Rights**

The supplier shall indemnify the purchaser against all " third party " claims of infringement of patent , trade mark or industrial design rights arising from use of the goods or any part thereof in the purchaser's country.

## 7. **Performance Security**

- 7.1 Within 14 working days after the purchaser's issue of notification of award, the supplier shall furnish Performance Security to the CLE to a tune of 10% of the contract value as mentioned in the Purchase Order. The Performance Security shall be valid till 60 days after the expiry of warranty period.
- 7.2 The performance security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee in the prescribed Performa and issued by a Nationalized Bank in India.
- 7.4 The performance security shall be discharged by the purchaser and returned to the supplier on completion of the supplier's performance obligations, excluding warranty obligations, under the contract.
- 7.5 In the event of any contract amendment, the supplier shall, within 14 workings days of such amendment amend the performance security, rendering the same valid for the contract, as amended.

## 8. **Inspection and Tests before Delivery**

- 8.1 The purchaser or its representatives shall have the right to inspect and / or to test the goods to confirm their conformity to the contract.

- 8.2 The inspections and tests may be conducted on the premises of the supplier or its sub contractor (s), at the point of delivery and/or at the final destination of goods, where conducted on the premises of the supplier or its sub-contractor(s) all reasonable facilities and assistance, including access to drawings and production / technical data, shall be furnished to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and supplier shall either replace the rejected goods or to make alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45 (forty five) days of intimating such rejection.
- 8.4 The purchaser's right to inspect, test and where necessary, reject the goods after the arrival of goods to the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the dispatch of goods from the place of manufacture.
- 8.5 Nothing in Clause 8.0 shall in any way release the supplier from any warranty or other obligations under the contract.

**8.6 Supervision**

The supplier shall provide adequate supervision at all stages of work and examine all parts for accuracy before installation / erection is commenced.

**8.7 Inspection**

The supplier shall inform the purchaser in writing, when any portion of the work / system is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the progress of work. No portion of the work shall be considered completed in accordance with the terms of the annexed bid until the purchaser shall have certified in writing that it has been inspected and approved by him.

**8.8 Final Tests**

If required by the purchaser, all tests necessary to ensure that the system / equipment complies with the particulars and guarantees shall be carried at the purchaser's premises. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the system is installed at the site they shall be carried

out within one month of completion and installation. Should the result of these tests not come within the margin specified, the tests shall, if required, be repeated within three months from the date the system is ready for retest, and the supplier shall pay to the purchaser all reasonable expenses to which he may be put by such tests.

#### **8.9 Rejection of Defective System/ Goods**

If the completed system/goods or any portion thereof, before it is taken delivery of be defective or fail to fulfill the requirements of the contract, the purchaser shall give the supplier notice setting forth details of such defects or failure and supplier shall forthwith make the defective system good or alter the same to make it comply with the requirement of the contract. Should he fail to do so within the time specified by the consignee in his notice of rejection the purchaser may reject and replace at the cost of the supplier, the whole or any portion of the system/ goods as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacements shall be carried out by the purchaser within reasonable time and at a reasonable price and where reasonably possible to the same particulars and under competitive conditions. The supplier's full and extreme liability under this clause shall be satisfied by the payment to the purchaser of the extra cost, if any, of such replacement, delivered and /or erected as provided for in the original contract, such extra cost being the ascertained differences between the price paid by purchaser, under the provision above mentioned, for such replacement and the contract price for the goods so replaced, and the repayment of any sum paid by the purchaser to the supplier in respect of defective system /goods. Should the purchaser not so replace the rejected system / goods within a reasonable time, the supplier's full and extreme liability under this clause shall be satisfied by the repayment of all money paid by the purchaser to him in respect of such system /goods.

#### **8.10 Replacement of Defective Goods or Systems**

If during the progress of the work, the purchaser or his representative decides and notifies in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any goods or material inferior in quality or quantity to those specified, the contractor on receiving details of such defects or deficiency shall at his own expense, within seven days of his receiving the notice or otherwise within such time may be reasonably necessary for making this good, proceed to alter, reconstruct, or remove such work, or supply fresh materials up to standard and incase

the supplier shall fails to do so, the purchaser may on giving the supplier seven day's notice in writing of his intention to do so, proceed to remove the goods or materials complained of and at the cost of the supplier, perform all such work or supply all such materials, provided that noting in this clause shall be deemed to deprive the purchaser of, or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

## 9.0 Packing

- 9.1 The supplier shall provide for such packing of goods as is required to prevent their damage or deterioration, during transit to their final destination. The packing shall be sufficient to withstand rough handling during transit and open storage.
- 9.2 The packing, marking and documentation within and outside packages shall comply strictly with special requirements as shall be expressly provided for in the contract and subject to the Clause 9.3 in any subsequent instructions ordered by the purchaser.

## 9.3 Packing instructions

Each package will be marked on three sides of the following:

- Brief description of goods
- Contract Number and date
- Country of origin of goods
- Supplier's Name and Address
- Packing list reference Number and
- Consignee's Name and Address

## 10.0 Delivery and Documents

- 10.1 Deliver of goods shall be made by the supplier in the premises of the **Testing Laboratory at Agra Footwear Cluster** in accordance with the terms specified by the purchaser and by submitting relevant documents.
- 10.2 For purchases of the contract "F.O.B" "C.I.F" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them.
- 10.3 **For Imported goods (applicable only incase import is made directly by purchaser from the overseas manufacturer):** Within 24 hours of shipment, the supplier shall notify the purchaser, bankers opening the letter of credit and the insurance company

by cable or telex or fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the Bill of Lading / Air Way, Bill Number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of discharge etc. The Supplier shall mail the following documents to the purchaser and authorities as indicated against each immediately on shipment.

<b>Document</b>	<b>Purchaser</b>	<b>Bank</b>	<b>Insurance Company</b>
Bill of lading / Air Way Bill (Original)	1	1	1
Bill of lading / Air Way Bill (Copy)	2	1	1
Freight Memo	3	1	
Signed copies of invoice	1	1	
Invoices	2		1
Packing List	3	1	1
Country of origin Certificate	3	1	
Drawings / Sketches showing dimensions	3		
Literature / catalogue	3	1	
Manufacturer's / Supplier's guarantee certificate	3	1	
Insurance Certificate			
Inspection Certificate			

The above documents shall be received by the purchaser and other authorities mentioned above at least one week before arrival of goods at the port of discharge and, if not received, the supplier will be responsible for any consequential charges / expenses.

Basically, copies of these supporting documents have to be intimated to the CLE, AFMEC and CLRI only to know in advance about the proposed delivery of the items at the project site. Copies of the supporting documents have to be submitted by the supplier, at the time of delivery of machinery at the project site. These also have to be enclosed along with the Invoice.

#### 10.4 For Domestic Goods:

Within 24 hours of dispatch, the supplier shall notify the purchaser the full details of dispatch and also shall supply the following documents.

- a) Copies of supplier's invoice showing goods description, quantity, unit price and total amount
- b) Railway Receipt / Consignment Note / acknowledgement for receipt of goods from the consignee (S)
- c) Manufacturer's / supplier's guarantee certificate.
- d) Inspection certificate issued by the nominated Inspection Agency, where applicable, and the supplier's factory inspection report.
- e) Certificate of origin and
- f) Any other document specified in the notification of award / contract

#### 10.5 Physical Inspection at project site after delivery

Once the machinery is delivered at the project site, physical inspection will be carried out at the project site by a team comprising of AFMEC, CLRI and CLE. The supplier has to facilitate the inspection. A Physical Inspection Report (PIR) in the official stationery will be prepared by the CLRI, and this will be jointly counter-signed by AFMEC & CLE in that order with office seal, date and signature of authorized signatories with full name and designation. Thereafter, the PIR will be finally vetted by the CLRI and to be countersigned. CLRI will send the PIR to AFMEC, CLRI, CLE and Supplier. The supplier has to attach the PIR to the Invoice, and submit to the CLE for payment processing.

### 11. Insurance

- 11.1 The goods supplied under the contract, if considered necessary, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery in the following manner. The insurance will be the responsibility of the supplier.
- 11.2 Where delivery of the goods is required by the purchaser on a C.I.F basis, the supplier shall arrange and pay for marine/ air insurance, making the purchaser the beneficiary.
- 11.3 In case of C.I.F contract, the supplier shall obtain the marine /air insurance in an amount equal to 110% of the C.I.F value of goods from "Warehouse to Warehouse" on

“all risks” basis including war risks and strike clauses. In the case of domestic contracts for delivery of goods, the insurance shall be obtained by the supplier, if considered necessary in an amount equal to 110% of ex-works value of goods from “Warehouse to Warehouse” final destination on ‘all risks’ basis including war risks and strike clause.

11.4 The Supplier shall, without limiting his or the Purchaser’s obligations and responsibilities insure:

The goods to the full replacement cost (the terms “cost “in this context shall include profit)

An additional sum of 15% of such replacement cost, or as may be specified to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any parts of the goods / systems and of removing debris of ) whatsoever nature.

11.5 The insurance shall be in the joint names of the supplier and the purchaser and shall cover

(a)The purchaser and the supplier against all losses or damage from whatsoever cause arising, from the start of work on the system at the site until the date of issue of the relevant taking over certificate in respect of the system or any section on part thereof as the case may be, and

(b)The Supplier for his liability:

(i) During the Defects Liability period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability period, and

(ii) For loss damage occasioned by the supplier in course of any operations carried out by him for the purpose of complying with his obligations

11.6 The supplier shall notify insurers of changes in the nature, extent or programme for the execution of the order and ensure the adequacy of the insurances of all times in accordance with the terms of the contract and shall, when required, produce to the purchaser the insurance policies in force and the receipts for payment of the current premium.

11.7 If the supplier fails to effect and keep in force any of the insurances required under the contract, or fails to provide the policies to the purchaser within the period required and in any such case the purchaser may effect and keep in force any such insurances and pay premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due to or to become due to the supplier or recover the same as debt due from the supplier.

## **12. Transportation**

12.1 Where the supplier is required under the contract to deliver the good F.O.B. transport of the goods, up to and including the point of putting goods to board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

12.2 Where the supplier is required under the contract to deliver the goods C.I.F or to specified destination within India, transport of the goods to the port of discharge or such other point in India as shall be specified in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

12.3 Where the supplier is required to affect delivery under any other terms, for example, by post or to another address in India, the supplier shall be required to meet all transport and storage expenses until delivery.

12.4 In all the above cases, transportation of the goods after delivery shall be responsibility of the supplier.

12.5 The supplier shall not arrange part shipments and/or trans-shipment without the express / prior written consent of the purchaser.

## **13. Nil**

## **14. Incidental Services**

14.1 As specified in the contract, the supplier may be required to provide any or all of the following services

Performance or supervision of on-site assembly and /or start up of the supplied goods

Furnishing of tools require for assembly and / or maintenance of the supplied goods.



Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods

Performance or supervision of maintenance and/or repair of the supplied goods, for the period of warranty specified in the contract form, provided that this service shall not relieve the supplier of any warranty obligations under the contract, and

Conduct of training of the purchaser's personnel, at the supplier's plant and/or on site (as specified in the bidding documents), in assembly, start-up, operation, maintenance and /or repair of the supplied goods.

This cost shall be included in the contract price.

- 14.2 Prices charged by the supplier for the preceding incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties at the time of agreement and shall not exceed the prevailing rates charges to other parties by the supplier for similar services.

**15 Spare parts, accessories and consumables**

- 15.1 The supplier would ensure supply of essential spares, consumables and accessories for a period of at least 7 years beyond warranty period to the AFMEC on direct payment basis by the purchaser (AFMEC / operator of the facility).

- 15.2 Similarly, the Supplier would ensure supply of Consumables and accessories and Standards to the AFMEC or any agency appointed by AFMEC on direct payment basis by the purchaser (AFMEC). The supplier should be willing to provide annual maintenance contract facility after the one year warranty period.

- 15.3 The supplier is required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the supplier,

Such spare parts as the, purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract.

- 15.4 In the event of termination of production of the spare part, the supplier will give:

- Advance notification to the purchaser of pending termination, in sufficient time, to permit the purchaser to procure needed requirements and
- Following such termination, furnishing, at no cost to the purchaser blue prints, drawings and specifications of the spare part, if and when requested.

15.5 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and establishment of credit.

## **16 Warranty**

16.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent of 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 the contract shall have no defect arising from design, materials or workmanship ( except in so far as the design or material is required by the purchaser's specifications ) or from any act, or omission of the supplier.

16.2 The supplier shall provide comprehensive warranty for the equipment including all accessories for minimum period of 12(twelve) months from the date of commissioning of the machinery & equipment or the period as specified in Technical specification, whichever is higher, after the machinery & equipments commissioning completed in respects as per contract specification, have been delivered to the final destination, installed, commissioned and taken over by the consignee to the entire satisfaction of the purchaser.

16.3. The warranty should include replacement of vital components that may turn defective, spares preventive and breakdown maintenance.

16.4 The purchaser/ indenter shall promptly notify the supplier in writing of any claims arising under this warranty.

16.5 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts / goods at the time of their

replacement. No claim whatsoever shall be on the purchaser for the replaced parts /goods thereafter.

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

16.7 The warranty for defective parts will begin de novo from the date of replacements, supplier will pay customs duty and all expenses up to the destination for the importer replaced parts.

## **17 Payment**

No advance payment shall be released to the suppliers. Payment for the supply of goods and services shall be made in Indian Rupees or USD or Euro (as per the currency mentioned in the bids / purchase order) in the following manner:

### **17.1 a) Imported goods**

The foreign currency component will be paid at 100% on letter of credit against documents with proof of shipment.

The Indian currency component of imported items will be paid at 75% after delivery at site and 25 % after completion of the works (installation and training of personnel).

All the Delivery Challan(s) should be signed by the CLRI & AFMEC.

AFMEC have to submit a Letter to the Council confirming that the payment can be initiated.

### **17.2 b) Indigenous goods**

75% after delivery of equipment at site and 25% after completion of the works.

The completion of works should be supported by a Certificate issued by the CLRI and AFMEC, mentioning the installation, commissioning and training of personnel has been successfully completed by the supplier(s) for the equipment invoiced, recommending release of payment. This Certificate has to be vetted by the CLRI and to be countersigned.

All the Delivery Challan(s) should be signed by the CLRI and AFMEC.

AFMEC have to submit a Letter to the Council confirming that the payment can be initiated.

**17.3 c) After Expiry of Guarantee / Warranty**

The performance security will be released after 60 days from expiry of guarantee / warranty.

- 18** If any change causes an increase or decrease in the time required for, the supplier's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract delivery schedule and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within forty-five (45) days from the date of purchaser's change order.

**19 Contact Amendments**

Subject to clause 18, no variation in or modification of the terms of the contract shall be made except with the purchaser's prior written consent.

**20 Assignment**

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

**21 Sub-Contracts**

- 21.1** The supplier shall notify the purchaser in writing of all sub -contracts awarded under the contract, if not already specified in his bid. Such notifications, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21.2** Sub-contracts must comply with the provisions of Clause 03

**21.3** Sub-contact shall be only for bought out items and sub -assemblies.

**22 Delays in the supplier's performance**

- 22.1** The time and date stipulated in tender for the completion of work shall be deemed to be the essence of the contract. In case of delay the supplier shall in addition to other liabilities mentioned in the General Conditions of contract be liable for all costs of inspection which may be incurred after the date on which the suppliers ought to have been completed in the event of the supplier's failure to complete the work within the period prescribed for such completion, the purchaser shall be entitled to with hold any

payments until the whole of the work has been completed and to recover from the Supplier liquidated damages as per Clause 23.

**22.2** Any unexcused delay by the supplier in the performance of delivery obligations shall render the supplier liable to any or all of the following sanctions.

Forfeiture of its performance security

Imposition of liquidated damages and /or

Termination of the contract for default

**22.3** If any time during the performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its clause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may in its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

## **23. Liquidated Damages**

### **23.1 For Delays**

Subject to clause 25, if the supplier fails to deliver any or all of the goods or perform the services within time period (s) specified in the contract, the purchaser shall, without prejudice to its 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 under formed services for each week of delay or part thereof until actual delivery or performance up to maximum deduction of 10 (Ten) percent of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

## **24 Termination for Default**

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

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract or any extension thereof granted by the purchaser pursuant to Clause 22

**OR**

If the supplier fails to perform any other obligation(s) under the contract

**24.2** In the event the purchaser terminates the contract in whole or in part pursuant to Clause 24.1, the purchaser may procure, upon such terms and in such manner, as it deems appropriate goods similar to those undelivered and the supplier shall be liable to the purchase for any costs for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

**25. Force Majeure**

**25.1** Notwithstanding the provisions of clauses 22,23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

**25.2** For purpose of this clause “ Force Majeure” means an event beyond the control of the supplier and not due to the supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

**25.3** If a “Force Majeure” situation arises, the supplier shall promptly notify the purchaser, in writing, of such conditions and the causes there of. 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.

**26 Termination for Insolvency**

**26.1** The purchaser may at any time terminate the contract by giving written notice to the supplier without compensation, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchase.

**27 Resolution of Disputes**

**27.1** The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations 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 mechanism specified in Clause 27.3 below. These mechanisms may to the formal mechanism specified in Clause 27.3 below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum and/or International arbitration.

**27.3** The dispute resolution mechanism to be applied pursuant to Clause 27.2 shall be as follows:

In case of dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to arbitration as provided for under Indian arbitration laws. The award of the arbitrator shall be final and binding on the parties.

In case of dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with the provisions of sub-clause (a) above. But if this is not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

The Arbitration & Reconciliation Act 1996, the rules made there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

**27.4** The venue of arbitration shall be Chennai.

**28 Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

**29 Applicable Law**

The contract shall be interpreted in accordance with the Laws of India.

**30. Notices**

**30.1** Any notice given by one party to other pursuant to the contract shall be confirmed in writing to the address specified for the purpose of in the notification of award /contract.

**30.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**31.** A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.

**31.1** A local supplier shall be entirely responsible for all taxes, duties, and license fees etc. incurred until delivery of the contracted goods to the purchaser.

**32 Settlement of Disputes**

**32.1** Any dispute or difference arising on any matter in connection with the execution of contract whether during the progress of the works or after the completion of the contract shall be referred to the Dispute Resolution Board.

**32.2** The Dispute Resolution Board shall comprise of Senior Executives of CLE, Project Management Consultant (CLRI), Promoter (AFMEC) and the supplier. Each party can nominate a maximum of two representatives.

**32.3** The Dispute Board shall deal with all matters of disagreements particularly those arising out of specification, delays, quality of works.

**32.4** The proceedings of the Dispute Resolution Board will be conducted at Chennai and all communications of the Board will be in English.

**APPENDICES TO CONDITIONS OF CONTRACT**

- I) Format of Bid Form
- II) Manufacturer's Authorization Form
- III) Bank Guarantee for Security Deposit
- IV) Format of agreement to be signed by CLE and the selected bidder(s)



**APPENDIX I**

(ON BIDDER'S LETTER HEAD)

**BID FORM**

Date:

To

Council for Leather Exports

CMDA Tower -II, 3<sup>rd</sup> Floor

Gandhi Irwin Bridge Road

Egmore, Tamilnadu 600 008

Ph: 044-28594367-71 ( 5 lines )

Fax:044-28594363 &amp; 28594364

Email: [cle@vsnl.com](mailto:cle@vsnl.com), [cle@cleindia.com](mailto:cle@cleindia.com).Ref: **Notice Inviting Tender No. CLE- HO/EPB-UP /TL&DS/Equipment dated 24.02.2017**

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby acknowledged, we the undersigned, offer to supply and deliver -----( Description of Goods and Services) in full conformity with said bidding documents for the sum (s) as stated in the Price Schedule given in *Sealed Cover 2 - Financial Bids* or such other sums as may be determined in accordance with the terms and conditions of the contract are made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery Schedule specified in our bid. We undertake to install commission and provide training to the personnel for operation of these machinery and attend to remedy any defects.

If our bid is accepted, we will submit the performance security in a sum of equivalent to 10% of the contract price for the due performance of the contract, in the form and within time specified in the bidding documents.

We agree to abide by this bid for a period of 90 (Ninety days) after the date fixed for bid Opening and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance of the bid, 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.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely the "Prevention of Corruption Act 1988" commissions or gratuities, if any paid or to be paid by us to agents relating to this bid, and to contract execution, if we are awarded the contract, are listed below:

Name and Address

<u>of the Agent</u>	Amount in Indian Rupees	Purpose of commission or gratuity
---------------------	-------------------------	-----------------------------------

-----	-----	-----
-----	-----	-----

(If none, state "none")

Dated this -----day of ----- 2017.

Signature with date -----

In the capacity of (Insert title or position)

Duly authorized to sign this Bid for and behalf of

(Insert: Name of the Bidder) -----

Full business address of the bidder -----

Company seal

**APPENDIX II**

**MANUFACTURER’S AUTHORIZATION FORM**

*(On Manufacturer’s Letter Head)*

To

Council for Leather Exports  
CMDA Tower -II, 3<sup>rd</sup> Floor  
Gandhi Irwin Bridge Road  
Egmore, Tamilnadu 600 008  
Ph: 044-28594367-71 (5 lines)  
Fax: 044-28594363 & 28594364  
Email: [cle@vsnl.com](mailto:cle@vsnl.com), [cle@cleindia.com](mailto:cle@cleindia.com).

**Sub: Notice Inviting Tender No. CLE- HO/EPB-UP /TL&DS/Equipment dated 24.02.2017**

Dear Sir,

We -----who are established and reputable manufacturers of -----  
----- having factories at -----and -----  
-----hereby authorize Messrs ----- (Name and address of  
Agents) to bid negotiate and conclude the contract with you against Notice Inviting Tender  
No. **CLE- HO/EPB-UP /TL&DS/Equipment dated 24.02.2017** for the above goods  
manufactured by us.

No Company or firm or individual other than Messrs -----are  
authorized to bid, negotiate and conclude the contract in regard to this business against this  
specific Tender Enquiry as also for all business in the entire territory of India.

We hereby extend our full guarantee and Warranty for a minimum period of .....months  
from the date of commissioning of the machinery & equipments

Our other responsibilities include

-----

(Here specify in detail manufacturer’s responsibilities)

The services to be rendered by Messer -----are as under:

-----

(Here specify the services to be rendered by the agent)

Yours faithfully,

For and on behalf of Messer----- (name of manufacturer)

Note: This letter of authorization 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. A copy of notarized power of attorney should also be furnished.

**APPENDIX III**

**BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

Name & address of the Bank

Bank Guarantee No.

Place

Date

To

Council for Leather Exports  
CMDA Tower -II, 3<sup>rd</sup> Floor  
Gandhi Irwin Bridge Road  
Egmore, Tamilnadu 600 008  
Ph: 044-28594367-71 (5 lines )  
Fax:044-28594363 & 28594364  
Email: [cle@vsnl.com](mailto:cle@vsnl.com),[cle@cleindia.com](mailto:cle@cleindia.com).

WHEREAS -----(name and address of the supplier) (Herein after called "the supplier") has undertaken, in pursuance of the contract for machinery and equipment dated ----- to supply (Description of goods and services) here in after 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 Nationalized Bank recognized by you for the sum of specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ----- ( amount of the guarantee in words and Figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or

sums within the limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantee shall be valid until the -----Day of -----20 -----

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Bank

**APPENDIX IV****Format of AGREEMENT to be signed by CLE and Selected Bidder(s)**

This agreement made this ....day of ..... 2017 between Council for Leather Exports (Sponsored by Ministry of Commerce & Industry, Government of India), ..... (hereinafter referred to as the "Employer") of the one part and .....(hereinafter referred to as the "Supplier") of the other part.

Whereas the Employer is desirous to procure machinery & equipments for the Testing Laboratory being established at Agra Footwear Cluster under ASIDE Scheme and work include delivery of the machinery, installation, commissioning of the same and training of personnel to operate the machinery & equipments at the premises of Testing Laboratory at Agra Footwear Cluster, and the Supplier has emerged as L1 bidder for the Notice Inviting Tender No. **CLE- HO/EPB-UP /TL&DS/Equipment dated 24.02.2017** issued thereof by the Employer and Employer has accepted the contract price of Rs. ....-(Rupees .....only) inclusive of all types of taxes (hereinafter referred to as the "Contract Price")

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract referred to and they shall be deemed to form and be read and construed as part of this agreement
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
  - a) Tender document issued by Employer including the Instruction to Bidders and General Conditions of Contract
  - b) Technical and Financial Bid submitted by the Supplier including the Schedule of Prices, in pursuant to the NIT dated **24.02.2017**
  - c) Purchase Order issued by the Employer, dated .....

3. In consideration the payments to be made by Employer to the Supplier as hereinafter mentioned the supplier hereby covenants with Employer for the work and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  
4. The Employer hereby covenants to pay the supplier in consideration for the work and services and the remedying of defects therein, the contract price or such other sums as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

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 Council for Leather Exports)

In the presence of .....

*Signed, sealed and delivered by the*

Said .....(For Supplier)

In the presence of .....

Place:

Date: