

# **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

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Email: cle@cleindia.com Website: www.leatherindia.org

## **SUPPLY, INSTALLATION AND COMMISSIONING OF MACHINERY AND EQUIPMENT FOR COMMON FACILITY CENTRE AT MELVISHARAM**

**UNDER CENTRAL ASIDE COMPONENT OF GOVERNMENT OF INDIA**

### **NOTICE INVITING RE-TENDER**

**Re-Tender Notice No. : CLE-HO/ASIDE/CFC-M/2017-18 dated 15.6.2017**

## **RE-TENDER DOCUMENT** **Volume – 1 Instruction to Bidders and** **General Conditions of Contract**

*Promoter Organization:*

**VISHARAM TANNERS COMMON FACILITY CENTRE PVT LTD (VISHTAN)**  
**S. F. No. 340/1C, C. Abdul Hakeem Road**  
**Melvisharam – 632 509**

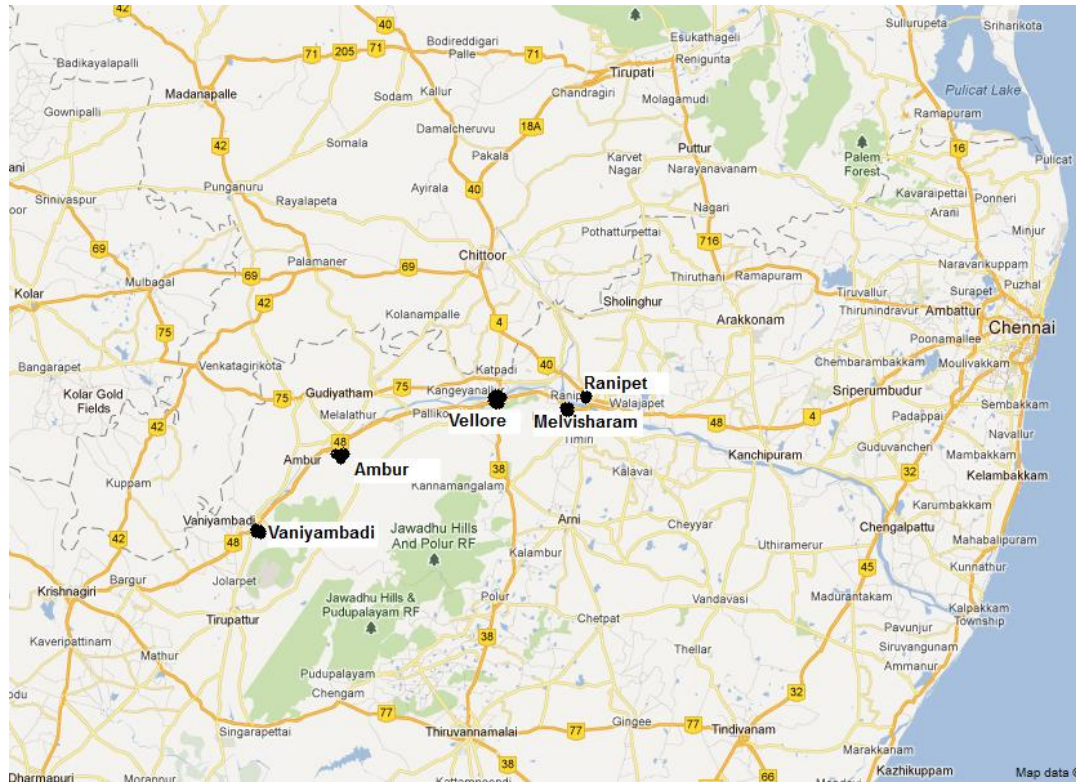
# **SECTION 1**

## **INSTRUCTIONS TO BIDDERS**

## 1. INTRODUCTION

- 1.1. Melvisharam is an important export centre for leather and leather products in India. The cluster members in Visharam have come forward to setup a Common Facility Centre to house production machineries which are at present not available in the MSE tanneries and are also not affordable by them. The CFC will support the companies to improve productivity and quality and thus help manage the increased production cost to some extent. The member companies, with the support of VISHTEC CETP and local trade association, have incorporated a Special Purpose Vehicle, Visharam Tanners Common Facility Centre Pvt., Ltd., (VISHTAN) for the establishment and management of the CFC. The establishment of CFC system will be of great advantage to the MSEs in the cluster and it is expected to support the exports to a greater extent.
- 1.2. To facilitate this, VISHTAN had sought the assistance of the Government of India for funds from the ASIDE Scheme through the Council for Leather Exports. The Ministry of Commerce and Industry, Government of India, has approved the establishment of Common Facility Centre promoted by VISHTAN under ASIDE scheme. The facility has been designed with modern machinery, equipment, accessories and systems to be managed on a commercial basis by a professional entity, under the ownership and management of VISHTAN. VISHTAN has purchased the land at C. Abdul Hakeem Road in Melvisharam, beside the VISHTEC CETP easily accessible to all members for the project. A technically and financially acceptable bidder for the civil work was selected on the basis of a tender and the contract awarded by the CLE. Work on the building is expected to be complete within 3 months. It is proposed to issue this re-tender for equipment so that when building is complete, all equipment would also be delivered, installed and commissioned by the selected suppliers.
- 1.3. The contact detail of VISHTAN  
**Visharam Tanners Common Facility Centre Pvt Ltd (VISHTAN)**  
S. F. No. 340/1C, C. Abdul Hakeem Road,  
Melvisharam – 632 509, Vellore District, Tamil Nadu  
Contact person: Mr. Ashraf Ali, Managing Director; Mobile number: +91 99 44 932788  
Mr.Khalid Ameen, General Manager, Mobile Number: +91 9500919612  
Email: [vishtanfc@gmail.com](mailto:vishtanfc@gmail.com)
- 1.4. The Council for Leather Exports (CLE) is the Implementation agency. The contact detail of the CLE is given below:  
**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).  
Contact Official: Shri M. J. Jamal Md. Mohideen, Deputy Director, CLE

- 1.5. The location of the Common Facility Centre building is given in the following figure:



- 1.6. Indian Leather Industry Foundation (ILIFO) is the Project Management Consultant (PMC) engaged by CLE for establishment of Common Facility Centre at Melvisharam. As such, ILIFO will be responsible for overall management of the project. The contact details of ILIFO are given under:

**Indian Leather Industry Foundation**

F2, 'Shreyas', No.87, Greenways Lane,  
Greenways Road, R.A. Puram, Chennai - 600 028

TeleFax: +91 44 2461 5497 / 94

Contact official: Dr. Emmanuel, Executive Director; Mobile number: +91 90 03 026351

Email: [kvemmanuel@yahoo.com](mailto:kvemmanuel@yahoo.com) ; [kvemmanuel@gmail.com](mailto:kvemmanuel@gmail.com)

The term PMC wherever mentioned in the Re-Tender Document refers to the Project Management Consultant engaged by the CLE for implementation of this Project.

- 1.7. Central Leather Research Institute (CLRI), Adyar, Chennai 600 020 is the Technical Agency engaged for this project. The CLRI will be responsible for overall procedural aspect till its completion.

- 1.8. 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 Common Facility Centre being established at Melvisharam 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 pre–qualification

Part –II Financial bid

- 1.9. 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 which 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, 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. There shall not be direct import transactions by the CLE.

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

To	ILIFO	<a href="mailto:ilifo@vsnl.com">ilifo@vsnl.com</a>
CC	CLE Head Office, Chennai	<a href="mailto:cle@cleindia.com">cle@cleindia.com</a>
CC	CLRI, Chennai	<a href="mailto:srinivasansv@yahoo.com">srinivasansv@yahoo.com</a>
CC	VISHTAN	<a href="mailto:vishtancfc@gmail.com">vishtancfc@gmail.com</a>

- 1.11. Bidders are requested to undertake a visit to Common Facility Centre at Melvisharam 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. Ashraf Ali, Managing Director, VISHTAN for scheduling the visit appointments.

- 1.12. The cost of visiting the project site shall be at Tenderers own expense.
- 1.13. All bids received are deemed to be prepared after inspection visit by the bidder.
- 1.14. The Council reserves the right to modify the specifications or even cancel the re-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 2 – Technical Specifications for Machinery & Equipment. The scope of the work is broadly in the following areas:
  - a. Plant and Machinery
  - b. Service plant and accessories
  - c. Pipe Line for Steam and Air

## **3. PERIOD OF COMPLETION**

- 3.1. The entire works given in the scope of work shall be completed within a maximum timeframe of 4 (four) months from the date of work order.
- 3.2. Supply, Installation, Commissioning and training of personnel on operation of machines & equipment should be fully completed before the 4 (four) months from the date of work order. Schedule for Installation, commissioning and training should be mentioned by the bidder.

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

### **4.1 Eligibility Criteria**

- 4.1.1 To be eligible for award of the contract, each bidder or its principal company,
  - (i) should have successfully commissioned a minimum of three similar Installation of quoted equipment or machinery as per Volume 2 - Technical Specifications during last 7 years ending last day of month previous to the one in which applications are invited. The tenderer should accompany the inspection team to verify the same.
  - (ii) Should have local agent for supply, installation, commissioning and service of quoted machinery or equipment.

4.1.2 The Indian agent responsible for Supply, Installation and Commissioning of Machinery and Equipment shall not be considered eligible for the award of contracts if:

a) he is bankrupt;

b) payments to him have been suspended in accordance with the judgement of a court or a judgement declaring bankruptcy and resulting, in accordance with his national laws, in total or partial loss of the right to administer and dispose of his property;

c) legal proceedings have been instituted against him involving an order suspending payments and which may result, in accordance with his national laws, in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of his property;

d) he is guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;

e) he is in breach of contract on another contract with the Employer and/or the State of Tamil Nadu / Union of India.

4.1.3 Tenderer shall certify through the Declaration of Eligibility, included in Appendix 5, and upon request, provide evidence satisfactory to the CLE that none of these situations applies to him.

#### 4.2 **Documentation: (All in English Language only)**

4.2.1 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) 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.

Volume 1:	Instruction to Bidders and General Conditions of Contract
Volume 2:	Technical Specifications
Volume 3:	Price Bid

## 7 SALE OF TENDER DOCUMENTS

- 7.1 The Tender documents can be obtained on payment of a non-refundable fee of Rs.7,000/- (Rupees Seven thousand only). Payment for the purchase of tender documents shall be made by a crossed demand draft drawn in favour of “Council for Leather Exports” payable in Chennai. The 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 Deputy 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: cle@cleindia.com
<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 and ITC Maratha Sahar International Airport Road, Andheri (East), Mumbai – 400 099. Tel: +91-22-2839 2221 Fax: +91 - 22 - 67256236 E-mail: cleb@cleindia.com



<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: cleer@cleindia.com
<b>Kanpur</b>	The Regional Director (Central), Council for Leather Exports, H.B.T.I. Campus (Adjacent to Central Bank of India), Nawab Ganj, Kanpur-208 002. Tel: 0512-2534198. Fax: 0512-2534197. E-Mail: cleknp@cleindia.com
<b>New Delhi</b>	The Regional Director (North) 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 – 268145031/502 Fax: 011 – 26814503 E-mail: cledelhi@cleindia.com
<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: cleagra@cleindia.com
<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: clejalandhar@yahoo.in

- 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 15-06-2017 to 04-07-2017 working days by a written application to the Executive Director, CLE Chennai along with the payment of Rs.7,000/- by way of Demand Draft drawn in favor of Council for Leather Exports.
- 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/ILIFO. 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**

- 9.1 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 ILIFO at least 3 days 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 at 11.30 am on 28-06-2017 (Wednesday) at Council for Leather Exports, 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 & ILIFO 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 ILIFO at least 3 days 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**

- 11.1 Reference list of projects of similar nature installed by the Tenderer as requested in Format **Appendix-2** has to be furnished with relevant documentary proof.
- 11.2 The bidder must provide **Performance Statement** as in the enclosed Format **Appendix-7** 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 Equipment 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.
- 11.3 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.
- 11.4 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.
- 11.5 For those Machinery and Equipment 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**

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

**14 ALTERNATIVE PROPOSALS BY TENDERERS**

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

**15 TENDER PRICE**

- 15.1 The bid price shall be arrived as per the format given in Volume 3 of Re-Tender Document. 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 Tenderers are required to price each item offered in a separate cover. All the financial bid should be in a sealed cover.

**16 CURRENCY OF TENDER**

- 16.1 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 the quoted equipment would be 1% of the estimated amount in accordance with Annex 1 in Page 30. The EMD should be in the form of a Demand Draft from a Public sector or 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 22.5 below will be received at the CLE Head Office, Chennai as per the address mentioned in clause 22.6 up to 3.00 pm on 06-07-2017 (Thursday) at CLE, Chennai. 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

3<sup>rd</sup> Envelope : Common Facility Centre at Melvisharam Leather Cluster - Tender for supply, Installation and Commissioning of machinery and equipment.

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 1) 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) Letter of Tender as given in Appendix 1.
- c) EMD amount favouring Council for Leather Exports, Chennai
- d) Declaration by the Tenderer that his Tender is without any technical and commercial deviations, and confirming compliance with terms and conditions of the tender as given in Appendix 4.
- e) Certified Power of Attorney authorizing a representative or representatives of the Firm to sign the Tender and all subsequent communication,

- f) Photo copies of the PAN No. and current sales tax registration certificate,
- g) 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 Appendix 2 should be enclosed.
- h) 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.
- i) Authorization letter from Original Equipment Manufacturer (OEM) for each of the equipment quoted for in respect of sales, spares and service backup and warranty settlement. (where applicable)
- j) Performance Certificate with purchase order copies and letters of satisfaction from clients
- k) CE Certification Copy
- l) Product Brochures complied and printed by the OEM, for each item of Machinery intended to be quoted.
- m) Statement stating that the machinery & equipments in the scope of supply are new and unused.
- n) Copies of IT return for last three years (2014-15, 2015-16 and 2016-17).  
If IT return for the year 2016-17 is not available, the tenderer shall submit the copies of IT returns for the years 2013-14, 2014-15 and 2015-16.
- o) Financial Capacity of the firm/company as per Appendix 3
- p) Schedule of Supply, installation, commissioning and training of personnel, of the machinery & equipments
- q) Declaration of Eligibility as per Appendix 5
- r) Mandatory Site Inspection Declaration: It is mandatory that, the tenderer to visit and inspect the sites of the works and its surroundings and obtain, at his own responsibility, expense and risk, all information which may be necessary to prepare his tender and sign the Contract for the Works as given in Appendix 6.
- s) Performance Statement of Tenderer as given in Appendix 7
- t) 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:
- (i) Schedule of Prices of the Tender document constituting the Lump Sum Tender Price.
  - (ii) 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:
- (i) Covering letter addressed to CLE
  - (ii) 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**

- 23.1 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 06-07-2017 (Thursday) 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**

- 26.1 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, VISHTAN, ILIFO 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 the CLRI under a copy to CLE. The PMC will proceed with the evaluation of those Tenders which have not been rejected as per clause 27.1 above.
- 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/ CLRI 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 ILIFO and duly vetted by the CLRI.
- 29.3 **CLE'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**
- 29.4 The Council will award the order for supply of Machinery and Equipment to the bidder whose quotation has been determined to be technically compliant and substantially responsive.
- 29.5 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,
- 29.6 Notwithstanding anything that is said herein, CLE reserves the right to accept or reject any 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.

- 29.7 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.

### **30 NOTIFICATION OF AWARD**

- 30.1 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.

- 30.2 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.

- 30.3 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.

### **31 PERFORMANCE SECURITY DEPOSIT**

- 31.1 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.

- 31.2 The bank guarantee shall be valid till 60 days after the expiry of warranty period.

- 31.3 Failure of the successful Tenderer to comply with this requirement shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

### **32 SIGNING THE AGREEMENT**

- 32.1 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.

**APPENDICES**

**DOCUMENTS TO BE SUPPLIED BY THE TENDERER**

Appendix 1 – Letter of Tender

Appendix 2 – Reference List of Projects of similar nature installed by the Tenderer

Appendix 3 – Financial Capacity

Appendix 4 – Form of Letter Confirming Agreement with Technical and Commercial Terms  
and Conditions of the Tender

Appendix 5 – Declaration of Eligibility

Appendix 6 – Site Inspection Form

Appendix 7 – Performance Statement

## APPENDIX 1

## LETTER OF TENDER

**Name of contract: Supply, Installation and Commissioning of Machinery and Equipment for Common Facility Centre at Melvisharam**

**Name & address of the Employer: Council for Leather Exports, Chennai**

We have examined the Conditions of Contract; Specifications, the other Schedules, the attached Appendix and Addenda for the execution of the above-named Works. We offer to design, execute and complete the Works and remedy any defects therein in conformity with this Tender, which includes these documents, for the sum of (in currencies of payment)

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or such other sum as may be determined in accordance with the Conditions of Contract.

We agree to abide by this Tender until \_\_\_\_\_ (*date*) and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Security Deposit, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time of Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorised to sign tenders for and on behalf of \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 2****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



**APPENDIX 3**  
**FINANCIAL CAPACITY**

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
  - 2014-2015 :
  - 2015-2016 :
  - 2016-2017 :
5. Furnish name, address, 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 2014-15, 2015-16 & 2016-17*

*IT Returns for 2014-15, 2015-16 & 2016-17*

**Note:** *If IT return is not available for the year 2016-17, the tenderer shall furnish the IT returns for 2013-14, 2014-15 and 2015-16.*

**APPENDIX 4****FORM OF LETTER CONFIRMING AGREEMENT WITH TECHNICAL AND  
COMMERCIAL TERMS AND CONDITIONS OF THE TENDER****(To be typed on the letterhead of the Tenderer)**

Date

The Executive Director  
Council for Leather Exports,  
CMDA Tower II, 3<sup>rd</sup> Floor,  
Gandhi Irwin Bridge Road,  
Egmore, Chennai - 600 008  
Phone No : +91 44 2859 4367- 71 ( 5 Lines)

**Subject:** Supply, Installation and Commissioning of Machinery and Equipment for Common  
Facility Centre at Melvisharam

**Ref. :** Re-Tender Notice No. : CLE-HO/ASIDE/CFC-M/2017-18 dated 15.6.2017

Sir,

We have examined the Tender documents including addenda particulars, receipt of which is hereby acknowledged. We have submitted our Tender ref. \_\_\_\_\_ dated \_\_\_\_\_ for the subject works as per the specifications and terms & conditions of the Tender document.

We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender document and without any deviations whatsoever. We are aware that our Tender is liable for disqualification in the event technical and commercial deviations are observed by CLE at a later date during the process of evaluation of our Tender.

Thanking you and assuring you of our best services always

Very truly yours,

*For (Name of the Tenderer)*

Signature

Authorized signatory or signatories

Name/s

(\* Power of attorney issued by competent authority should be enclosed)

**APPENDIX 5****DECLARATION OF ELIGIBILITY**

**Name of the Contract:**           **Supply, Installation and Commissioning of Machinery and Equipment for Common Facility Centre at Melvisharam**

**Name and address of Employer:**           **Council for Leather Exports, Chennai**

**Name and address of Tenderer:**

\_\_\_\_\_

\_\_\_\_\_

Whereas the Tenderer declares in accordance with Clause 4.1.3 of Section 1-A : Instructions to Tenderer; that all eligibility criteria set forth in Clause 4.1.2 of Section 1-A : Instructions to Tenderers are met, namely that none of the following applies to us, that:

- a) we are bankrupt;
- b) payments to us have been suspended in accordance with the judgement of a court or a judgement declaring bankruptcy and resulting, in accordance with our national laws, in total or partial loss of the right to administer and dispose of our property;
- c) legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- d) we are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;
- e) we are in breach of contract on another contract with the Employer and/or the State of Tamil Nadu

Signature(s) for and on behalf of the Tenderer \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX 6**

**SITE INSPECTION DECLARATION**

**Name of the Contract:**      **Supply, Installation and Commissioning of Machinery and Equipment for Common Facility Centre at Melvisharam**

**Name and address of Council For Leather Exports, Chennai  
Employer:**

**Name and address of  
Tenderer:** \_\_\_\_\_  
\_\_\_\_\_

Whereas the Tenderer declares, in accordance of Clause 22.7.(r) of Section 1-A : Instruction to Tenderers of Volume 1, to have inspected the Sites on \_\_\_\_\_ (date) represented by Messrs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *(names and addresses of representatives)*

We have familiarised ourselves, so far as practicable, with the local conditions in general, and the situation with regard to the supply of local materials and electricity, gas, water and other services, and we fully understand the nature and scope of the Works.

We have also acquainted ourselves with the conditions in the State of Tamil Nadu, and the access and transport routes and facilities to the Sites

Signature(s) for and on behalf of the Tenderer \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX 7****PERFORMANCE STATEMENT**

Name and address of the firm:

Order placed by (full address of purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion	Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)
1	2	3	4	5	6	7

Note: Photocopies of Purchase Orders and documentary proof of satisfactory functioning of supplied goods from the clients should be enclosed. The Performance Statement must relate to the machines for which tender is offered. The name of the machinery and Equipment 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. As per Clause 4.1.1.(i) of Section 1-A : Instruction to Tenderers of Volume 1 of Re-Tender document, the tenderer should have supplied, installed and commissioned atleast three similar machinery of similar capacity.

*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:

**ANNEX 1****EARNEST MONEY DEPOSIT (EMD)**

<b>S.No.,</b>	<b>Name of the Equipment/Machinery</b>	<b>Estimated Amount, Rs.</b>	<b>EMD Amount, Rs.</b>
<b>I. Plant and Machinery</b>			
1	Through feed sammying machine	155,02,000	1,55,100
2	Splitting machine	185,48,400	1,85,500
3	Shaving machine	180,47,920	1,80,500
4	Through feed sammying cum setting machine	155,02,000	1,55,100
5	Vacuum drier - 4 tables	318,22,000	3,18,300
6	Overhead conveyer and dehumidifier	34,29,000	34,300
7	Vibratory Staking machine	77,18,656	77,200
8	Through feed buffing cum staking machine	192,21,872	1,92,300
9	Roller coater	1,59,57,568	1,59,600
10	Drier for Roller coater	39,89,392	39,900
11	Automatic Spraying machine	40,50,000	40,500
12	Through feed hydraulic ironing and plating machine	153,68,360	153,700
13	Finished Leather Measuring Machine	7,29,600	7,300
14	Wetblue Measuring Machine	4,86,400	4,900
<b>II. Service Plant and Accessories</b>			
15	Thermic fluid heater	18,15,058	18,200
16	Thermic fluid supply system	14,10,000	14,100
17	Compressed air supply system	8,25,000	8,300
18	Forklift Truck	12,61,211	12,700

19	Pallet truck (2 nos.,)	1,00,000	1,000
20	Wooden pallets (20 nos.,)	1,24,000	1,300
21	Wheel mounted horses (10 nos.,)	1,84,000	1,900
22	Wheel mounted tables (10 nos.,)	1,84,000	1,900
23	Electric hoist and I beam	5,79,000	5,800
<b>III. Pipe Line for Steam and Air</b>			
24	Steam Line	1,89,000	1,900
25	Air Line	2,38,000	2,400

**SECTION-2**  
**GENERAL CONDITIONS**  
**OF CONTRACT**



## 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 means 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 form 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 Equipment / 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 "Visharam Tanners Common Facility Centre Pvt., Ltd., (VISHTAN)".

**"PMC"** means Project Management Consultant appointed by the CLE for the project, which is Indian Leather Industry Foundation (ILIFO) in this case.

**"TA"** means Technical Agency 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**

- 1.1** 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**

- 2.1** 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**

- 4.1** The goods supplied under this contract shall conform to the standard mentioned in the ‘Part II – Technical Specifications for Equipment’ 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**

**6.1** 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.

**8.7 Supervision**

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

**8.8 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.

**8.9 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.

**8.10 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.

### **8.11 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 in case 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 nothing 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 Delivery of goods shall be made by the supplier in the premises of the Common Facility Centre at Melvisharam Leather 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 in case 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, VISHTAN and ILIFO 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.

The cost incurred by the tenderer for custom clearance shall be arranged by the Council or authorised agency appointed by CLE. However, the tenderer should assist the Council/Promoter in Custom Clearance of Goods. The tenderer upon request by the Council/Promoter should also carry out other works like Custom coordination etc.

#### **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 VISHTAN, ILIFO and CLE. The supplier has to facilitate the inspection. A Physical Inspection Report (PIR) in the official stationery will be prepared by the ILIFO, and this will be jointly counter-signed by VISHTAN and 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. ILIFO will send the PIR to VISHTAN, 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. The insurance of the machinery/equipment from the overseas supplier will be upto Chennai port as mentioned by their Indian agents. After the inspection in the port, the insurance of the machinery/equipment will be covered by the agent locally from Chennai to the site at Melvisharam and same will be reimbursed by the CLE at actual.
- 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 by the supplier.

12.3 The cost incurred by the tenderer for local transportation from Chennai Port to the site at Melvisharam shall be arranged by the Council or authorised agency appointed by CLE.

12.4 The supplier shall not arrange part shipments and/or transshipment 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 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 VISHTAN on direct payment basis by the purchaser (VISHTAN).

- 15.2 Similarly, the Supplier would ensure supply of Consumables and accessories and Standards to the VISHTAN on direct payment basis by the purchaser (VISHTAN). 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 & Equipment 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) On Delivery**

Ninety percent (90%) of the contract price shall be paid as L.C. on completion of delivery at the premises of Common Facility Centre at Melvisharam Leather Cluster and upon submission of relevant documents specified in Clause 10.3 & 10.5

All the Delivery Challan(s) should be signed by the ILIFO and VISHTAN.

VISHTAN has to submit a Letter to the Council that that all the Equipment invoiced by the supplier has been received as per the specifications, and authorizing the CLE to make the payment.

**17.2 b) After Completion of Installation, commissioning & training of personnel**

Ten percent (10%) of the contract price shall be paid as L.C. to the contractor after 14 months (from the date of commissioning).

The claim under clause 17.2 should be supported by a Certificate issued by the ILIFO and VISHTAN, 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.

The Principal should give undertaking replacing the terms as in the Bank Guarantee. The bill should be split in two parts – (1) 90% L.C. after supply of the machinery and (2) balance 10% L.C. after 14 months from the Date of Commissioning. In case of non-performance the 10% LC would be forfeited by CLE.

**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**

**19.1** 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**

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

**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 fat of the delay, it's 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 its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contact.

**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 contact , 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 delays 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**

- 28.1** 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**

**29.1** 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 (ILIFO), Promoter (VISHTAN) 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 1****(ON BIDDER'S LETTERHEAD)****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 & 28594364  
Email: [cle@vsnl.com](mailto:cle@vsnl.com), [cle@cleindia.com](mailto:cle@cleindia.com).

Ref: **Notice Inviting Re-Tender No. CLE-HO/ASIDE/CFC-M/2017-18 dated 15.6.2017**

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 Re-Tender No. CLE-HO/ASIDE/CFC-M/2017-18 dated 15.6.2017**

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 Re-Tender No. **CLE-HO/ASIDE/CFC-M/2017-18 dated 15.6.2017** 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 & Equipment

Our other responsibilities include

-----  
(here specify in detail manufacturer’s responsibilities)

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

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

Yours faithfully,

For and on behalf of Messrs ----- (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 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,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 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 “Contractor”) of the other part.

Whereas the Employer is desirous to procure machinery & Equipment for the Common Facility Centre being established at Melvisharam Leather Cluster under ASIDE Scheme and work include delivery of the machinery, installation, commissioning of the same and training of personnel to operate the machinery & Equipment at the premises of Common Facility Centre at Melvisharam Leather Cluster, and the Contractor has emerged as LI bidder for the Notice Inviting Re-Tender No. **CLE-HO/ASIDE/CFC-M/2017-18 dated 15.6.2017** 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 dated .....submitted by the Contractor including the Schedule of Prices
  - c) Technical and Financial Bids submitted by the Contractor
  - d) Employer’s Letter of Engagement vide No..... dated .....
3. In consideration the payments to be made by Employer to the Contractor as hereinafter mentioned the contractor 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 contractor 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 Selected Bidder )

In the presence of .....

Place:

Date: