

RE-TENDER
FOR
SUPPLY & INSTALLATION
OF
AGARBATTI PRODUCTION RELATED
MACHINERIES/ EQUIPMENTS AND ACCESSORIES

TENDER NO.: IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2 dated 24.09.2015

IL&FS-TRIPURA BAMBOO MISSION
(Department of Industries & Commerce, Government of Tripura)
Implemented by: IL&FS Clusters
1st Floor, Dasgupta Villa, near Governor House
Kunjaban, Agartala-799 006, Tripura
Phone: (0381)-2300419; Email: tripurabamboo@gmail.com; Web:
www.tripurabamboo.com

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PART 1

Tender No.: IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2 dated 24.09.2015

Sealed Tenders are invited from reputed suppliers/ authorized dealers/ registered firms for supply and installation of the following Agarbatti production related machineries/ equipments and accessories under the project 'Integrated Development of Incense Clusters in Tripura' of IL&FS-TRIPURA BAMBOO MISSION, supported by North Eastern Council and implemented by IL&FS Cluster Development Initiative Ltd.

Sl. No.	Required Machine Description	Specification	Quantity in Nos. *
1	Agarbatti rolling machine	Pedal type Manual operated, without electricity	500
2	Agarbatti Masala Mixing Machine (for wet dough making)	Electric motor operated; capacity 20-25 kg per batch	40
3	Electronic Weighing Machine with digital display	Capacity 100 kg; calibration 10 gm	40

*The number of machines may change depending on the requirement

Interested agencies may provide their credentials on the following points while applying for submission of tender for supplying of the machines as and when required by the TBM.

1. Experience of supplying such machines to any govt agencies/corporations/other agencies during last 3 years with proof. The total value of supplied machineries in last one year shall be Rs 40.00 lakhs or above.
2. Experience of providing after sales services on maintenance of the machines for at least six months from the date of supply of such machines. Proof from previous supply may be provided.
3. Copy of Registration certificate of the firm/agency with VAT/CST/export-import license etc.
4. The average turnover of the agency must be Rs 100.00 lakhs or above per year over the last three years. Copy of Audited Financial Statement of last three years to be submitted.

Sl No	Particulars	Max point
1	Experience of supplying incense related machines	30
2	After sales services on machine maintenance	20
3	Registration certificate of the firm	5
4	Turnover of the agency	10

The suppliers/ authorized dealers/ registered firms must submit their offer in sealed envelope for each & every item mentioned in this tender. The tender documents covering specifications, terms & conditions etc. can be downloaded from Tripura Bamboo Mission's website link <http://www.tripurabamboo.com/download/Tenders.aspx>.

TENDER NO.: IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2 dated 24.09.2015

Sealed tenders super scribing with the Tender No. and “Supply of Agarbatti Production related Machineries/ Equipments and Accessories for IL&FS-TRIPURA BAMBOO MISSION” shall be sent by post or by hand to the Authorized Representative, IL&FS-TRIPURA BAMBOO MISSION, IL&FS Clusters, 1st Floor, Dasgupta Villa, near Governor House, Kunjaban, Agartala-799 006, Tripura so as to reach him **on or before 3pm on 9th October, 2015**. The Committee reserves right to reject any or all the tenders without assigning any reason thereof.

Authorized Representative
IL&FS-TRIPURA BAMBOO MISSION (Project Office)
Kunjaban, Agartala, Tripura, India
Ph.: (0381)-2300419, Email: tripurabamboo@gmail.com

1. Tender Notice

 TRIPURA BAMBOO MISSION (Department of Industries & Commerce, Government of Tripura) Implemented by IL&FS Clusters		
1 st Floor, Dasgupta Villa, near Governor House, Kunjaban, Agartala-799006		
NOTICE INVITING TENDER		
NIT No. IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2 dated 26.09.2015 Rate contract Tender is invited for and on behalf of Tripura Bamboo Mission for following works:		
Description of work	Cost of Bid Document	Last Date & Time of Submission of Bids
Supply & Installation of i) Pedal Type Agarbatti Rolling Machine, ii) Agarbatti Masala Mixing Machine & iii) Electronic Weighing Machine	₹ 5,000/- in the form of DD in favour of IL&FS-Tripura Bamboo Mission	06.10.2015 (till 3:00 pm)
Tripura Bamboo Mission reserves the right to reject any or all the tenders without assigning any reason thereof. The complete tender document, eligibility criteria and other information can be downloaded from the website of Tripura Bamboo Mission http://www.tripurabamboo.com/download/Tenders.aspx		
Authorized Representative (Tripura Bamboo Mission)		

2. Covering Letter

<<to be printed on letterhead of the Tenderer>>

To
The Authorized Representative
IL&FS-TRIPURA BAMBOO MISSION
Dasgupta Villa, near Governor House
Kunjaban, Agartala-799006

Subject: Offer in response of Tender Notification No.
IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2

Sir,

We, hereby, submit our offer in full compliance with terms & conditions of the attached tender.

(Signature of Tenderer with Seal)

3. Particulars of Tender

Tender No.	IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2
Particulars of the work	Supply & Installation of Agarbatti Production related Machineries/ Equipments and Accessories in Tripura
Period of work	4 months from the award of work
Cost of tender document	Rs. 5,000/- (Rupees Five thousand only) in the form of Bank Draft issued a nationalized bank in favour of 'IL&FS-TRIPURA BAMBOO MISSION' payable at Agartala
Period of validity of tender for acceptance	4 months from opening of financial bid of Tender
Date and Time of submission of tender	9 th October, 2015 till 3:00 pm
Date and Time of opening of Technical Bid	9 th October, 2015 at 4:00 pm
Date and Time of opening of financial bid	Within one week of opening of technical bid
Place of opening of tender	IL&FS-TRIPURA BAMBOO MISSION, 1 st Floor, Dasgupta Villa, near Governor House, Kunjaban, Agartala-799006, Tripura

4. General Particulars of Tenderer

1. Name of the Firm	
2. Postal Address	
3. Telephone, Fax No.	
4. Email, Website	
5. Name & Designation of the representative of the Tenderer	

5. Experience of Relevance Supply & After Sale Services

AGARBATTI RELATED MACHINERY/ EQUIPMENTS / PROJECT COMPLETED

Please fill in information about similar projects undertaken, if any

1. Name of organization, which has awarded the works. :
2. Name of the location of the work. :
3. Total contract amount :
4. Year of award :

6. Declaration by Tenderer

(TENDER NO. IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2)

I/We_____ (hereinafter referred to as the Tenderer) being desirous of tendering for the work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT-

1. The Tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The Tenderer is capable of executing and completing the work as required in the tender.
3. The Tenderer accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Tenderer has no collusion with other tenderer, any employee of IL&FS-TRIPURA BAMBOO MISSION or with any other person or firm in the preparation of the bid.
5. The Tenderer has not been influenced by any statement or promises of IL&FS-TRIPURA BAMBOO MISSION or any of its employees, but only by the tender document.
6. The Tenderer is financially solvent and sound to execute the work.
7. The Tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of IL&FS-TRIPURA BAMBOO MISSION.
8. The information and the statements submitted with the tender are true.
9. The Tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State (Tripura) and Central Government that may affect the work, its performance or personnel employed therein.
10. The Tenderer has not been debarred from similar type of work by IL&FS-TRIPURA BAMBOO MISSION and or Government undertaking/ Department.
11. This offer shall remain valid for acceptance for 4 (four) months from the date of opening of the tender.
12. The Tenderer gives the assurance to execute the tendered work as per specifications terms and conditions.

Part 2: INSTRUCTION TO TENDERER

1. Introduction

ELIGIBILITY CONDITIONS

Interested agencies may provide their credentials on the following points while applying for the tender for supplying of the machines as and when required by the TBM.

1. Experience of supplying such machines to any govt agencies/corporations/other agencies during last 3 years with proof. The total value of supplied machineries in last one year shall be minimum Rs 40.00 lakhs or above.
2. Experience of providing after sales services on maintenance of the machines for at least six months from the date of supply of such machines. Proof from previous supply shall be provided.
3. Copy of Registration certificate of the firm/agency with VAT/CST/export-import incense etc.
4. The average annual turnover of the agency must be Rs 100.00 lakhs or above per year over the last three years. Copy of Financial Statement for last three years shall be provided

2. The Tender Document

2.1 CONTENT OF TENDER DOCUMENT

2.1.1 The Tender procedure and contract terms are prescribed in the Tender Documents.

In addition to the Tender Notice the Bidding documents include.

PART-I

- a) Covering Letter
- b) Tender Form
- c) General Particulars of Tender
- d) Experience – Agarbatti rolling machines supply completed & after sale service provided.
- e) Declaration by the tenderer

PART-II

2. Instruction to Tenderer
3. General Condition of Contract
4. Scope of Work & Technical specifications
5. Details of Warranty
6. Technical Bid
7. Financial Bid

The Tenderer is expected to examine all instructions, forms, terms and specifications as mentioned in the Tender document. Failure to furnish all information required by the Tender documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Tenderer's risk and is likely to result in out-right rejection of the Tender.

2.2 INFORMATION REQUIRED WITH THE PROPOSAL

- a) The tenderer may also provide information with the Tender in the form of separate sheets, drawings, catalogues etc.
- b) Any Tender not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the Tenderer shall be retained by the IL&FS-TRIPURA BAMBOO MISSION.

Any deviation from the specifications of the items mentioned in this tender shall not be permitted during the execution of contract without specific written permission of the IL&FS-TRIPURA BAMBOO MISSION.

2.3 LOCAL CONDITIONS

a) It shall be imperative on each bidder to fully be aware of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. IL&FS-TRIPURA BAMBOO MISSION shall not entertain any request for clarifications from the Tenderer, regarding such local conditions.

2.4 CLARIFICATION OF TENDER DOCUMENTS

2.4.1 A prospective Tenderer requiring any clarification of the Tender Documents may contact IL&FS-TRIPURA BAMBOO MISSION in writing or by Fax or by Email at the IL&FS-TRIPURA BAMBOO MISSION's mailing address indicated in the Invitation for Tender.

2.4.2 Verbal clarifications and information's given by the IL&FS-TRIPURA BAMBOO MISSION or its employees or its representatives shall not be in any way entertained.

2.5 AMENDMENT OF TENDER DOCUMENTS

2.5.1 At any time prior to the submission of the tender or prior to the opening of the financial bid the IL&FS-TRIPURA BAMBOO MISSION may, for any reason, whether at its own initiative or in response to a clarification requested by the Tenderer, modify the Tender documents by amendments.

2.5.2 The amendment will be notified in writing or through website or by Fax to all prospective Tenderers, which have received the Tender documents and will be binding on them. IL&FS-TRIPURA BAMBOO MISSION will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

3. Preparation of Tender

3.1 LANGUAGE OF BID AND MEASURE

3.1.1 The Tender prepared by the Tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and IL&FS-TRIPURA BAMBOO MISSION shall be written in the English provided that any printed literature furnished by the Tenderer may be written in English language.

3.2 DOCUMENT COMPRISING THE BID

3.2.1 The Tender prepared by the Tenderer shall comprise the following components.

- (a) Covering letter as provided in tender document.
- (b) Tender form
- (c) Documentary evidence establishing that the bidder is eligible to Tender.
- (d) Authorization letter of the Tenderer, for the person representing his firm, that he is authorized to discuss and with specific mention of this tender.

3.3 BID PRICE

3.3.1 The Tenderer shall indicate prices on the appropriate financial bid schedule attached to these documents.

3.3.2 DUTIES AND TAXES

The price quoted should include all taxes and duties, custom duty, excise duty, service tax, sales tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on income tax etc. if any. A tenderer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the tenderer. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the tenderer as per the prevalent laws and rules of Government of India and Government of TRIPURA in this regard. The amount of taxes subject to TDS shall be shown clearly by the firm in the bills.

3.4 BID CURRENCIES

3.4.1 Prices shall be quoted in Indian Rupees (INR) only.

3.6 Work order security deposit:

3.6.1 The successful tenderers, who execute the agreement with IL&FS-TRIPURA BAMBOO MISSION for the work tendered shall have to deposit a security amount equivalent to 5% of total ordered value against each work order placed on them. The security deposit may be forfeited in case of non-execution of work against the work order placed.

3.6.2 The security deposit may be deposited as Bank draft issued by Nationalized Bank, or State Bank or its subsidiary banks.

3.6.3 After satisfactory completion of work, the security money shall be released.

3.7.1 PERIOD OF VALIDITY OF TENDER

3.7.2 Validity of the offer should be **Four months** from the date of opening of the financial bid of the tenders. Without this validity the tenders will be rejected. The validity must be mentioned on the envelope otherwise tender may not be opened.

3.7.3 In exceptional circumstances; the IL&FS-TRIPURA BAMBOO MISSION will solicit the Tenderer's consent to an extension of the period of validity. The request and the response there of shall be made in writing (or by cable). The contract performance security provided under clause 3.5.4 shall also be suitably extended.

3.8 FORMAT AND SIGNING OF TENDER

3.8.1 The bid must contain the name, residence and places of business of the persons making the tender and must be signed and sealed by the Tenderer with his usual signature. The name and designations of all persons signing should be typed or printed below the signature.

3.8.2 Tender by corporation/ company must be signed with the legal name of the corporation/ company be the 'President', Managing director or by the 'Secretary', Agent' or other designation. Without disclosing his Principal the tender may be rejected.

3.8.3 The original copy of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of-attorney. All the pages of the bid shall be initialed by the person or persons signing the tender.

3.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer in which case such corrections shall be initialed by the person or persons signing the tender.

4. Submission of Tender

4.1 SEALING AND MARKING OF TENDER

4.1.1 The tender must be complete in all technical and commercial respect and should contain requisite specifications. Any queries made should be promptly replied within following time schedule.

4.1.2 Fax query required to be replied by fax 2 days

4.1.3 Query by letter to replied by letter 7 days

4.1.4 **First sealed envelope (part-I)** should contain technical bid, brochure literature, participation fee/bid document fee etc. It should be superscribed with **tender no.** IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2. All parts of tender documents and annexure except financial bid duly signed should be submitted in the first envelope.

4.1.5 The tenderer should submit price bid duly signed on the original Financial Bid attached with this tender document **Second sealed envelope (part-II)** should contain financial bid only. It should be super scribed with **Tender No: IL&FS/TBM/MACHINERIES/TENDERS/2015-16/2** and **“Financial bid”**. Anything in regard of financial condition, payment terms, rebate etc. mentioned in Financial bid may make the tender invalid. Therefore, it is in the interest of the tenderer not to write anything extra in part-II except price.

4.1.6 All the two parts (Technical & Financial) are to be enclosed separately in sealed envelopes super scribing Tender No. and Technical Bid/ Financial Bid/ Tender Participation Fee. These three envelopes are to be enclosed in a main envelop super scribing Tender No. and **“Supply of Agarbatti Production related Machineries/ Equipments and Accessories for IL&FS-TRIPURA BAMBOO MISSION”** and sealed.

The Bid Documents shall be sent by post or by hand to the Authorized Representative, IL&FS-TRIPURA BAMBOO MISSION, IL&FS Clusters, 1st Floor, Dasgupta Villa, near Governor House, Kunjaban, Agartala-799 006, Tripura so as to reach him **on or before 3pm on 9th October, 2015.**

4.2 EXPENSES OF AGREEMENT

A formal agreement should be entered between IL&FS-TRIPURA BAMBOO MISSION and the tenderer for the proper fulfillment of the contract. The expenses of completing and stamping of the agreement shall be paid by the tenderer. **The agreement shall be rate contract type valid for 4 calendar months from the date of signing the contract.**

4.3 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted at the date and time specified in the tender documents.

4.4 LATE BIDS

No late bid shall be entertained. Bids reaches in time in IL&FS-TRIPURA BAMBOO MISSION through tender box shall only be considered valid. No claim regarding late submission shall be entertained in this regard.

5. Tender Opening & Evaluation

5.1 OPENING OF TENDER

The procedure of opening of the tender shall be as under:

5.1.1 First envelop (part-I) bearing tender specification no and subscribed 'Technical Bid' shall be opened at the time and date mentioned in the tender notice by IL&FS-TRIPURA BAMBOO MISSION's representatives in the presence of tenders, who choose to be present.

5.1.2 Second envelope (Part-II) containing financial bid shall be opened (after obtaining and establishing technical suitability of the offer) as per schedule provided in the tender notice/ details of tender. Second envelope of only those Tenderers shall be opened whose first envelope (part-I) shall be found commercially clear and technically suitable.

5.1.3 In case it is not possible to open second envelop (part-II) on the day fixed due to unavoidable circumstances then the opening of the second envelop shall be postponed, and intimation of this effect shall be sent to Tenderers by telegram/ fax./Email it will be in the interest of the Tenderer to send their authorized representatives well conversant with the tender and competent enough to take decision on technical and financial matter at the time of opening of second envelope.

CLARIFICATION OF TENDER

5.2.1 To assist in the examination, evaluation and comparison of bids IL&FS-TRIPURA BAMBOO MISSION may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

6. Award of Contract

6.1 IL&FS-TRIPURA BAMBOO MISSION RESERVES THE RIGHT OF NEGOTIATION WITH ELIGIBLE TENDERERS BEFORE THE FINALIZATION OF THE TENDER

6.2 IL&FS-TRIPURA BAMBOO MISSION reserves the right at the time of award of contract to increase or decrease the quantity of goods and locations of supply without any change in price or other terms and conditions.

6.3 IL&FS-TRIPURA BAMBOO MISSION RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

IL&FS-TRIPURA BAMBOO MISSION reserves the right to reject any or all the tenders or accept any tender in total or in parts or work may be divided among various tenderers without assigning any reason thereof.

6.4 NOTIFICATION OF AWARD

Prior to the expiration of the period of tender validity the IL&FS-TRIPURA BAMBOO MISSION will notify the Tenderers by registered letter or e-mail or Fax, to be confirmed in writing by letter, that the bid has been accepted.

6.5 EXECUTION PERIOD

The work shall have to be completed within **four months** from the date of award of work

6.6 CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed with the tenderer, as per the draft agreement issued by IL&FS-TRIPURA BAMBOO MISSION. Tenderer has to sign the agreement within the 15 days of communication of acceptance of the offer by IL&FS-TRIPURA BAMBOO MISSION.

If required and desired by the end user the successful tenderer may have to enter in an agreement with the end user on the similar terms & conditions as provided in the tender documents.

PART 3: GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the deed of contract unless the context otherwise requires:-

1.1 The agreement shall be a rate contract for 4 calendar months and shall be on turnkey basis. The work shall be completed within **04 months** from the date of placement of supply order. However IL&FS-TRIPURA BAMBOO MISSION may in case of urgency ask the firm to complete the work earlier, with the mutual consent of the contractor. In case the contractor fails to execute the said work within stipulated time, IL&FS-TRIPURA BAMBOO MISSION will be at liberty to get the work executed from the open market without calling any tender and without any notice to the contractor, at the risk and cost of the contractor. Any additional cost incurred by IL&FS-TRIPURA BAMBOO MISSION shall be recovered from the contractor. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the additional cost, IL&FS-TRIPURA BAMBOO MISSION may recover it from the contractors' pending claims against any work in IL&FS-TRIPURA BAMBOO MISSION or in any lawful manner.

1.2 That on the request of the contractor and also in the interest of the organization the IL&FS-TRIPURA BAMBOO MISSION is authorized to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.

1.3 The agreement shall be deemed to be extended till the date of completion of last supply order subject to the completion period as provided in the clause 1.1.

1.4 In the interest of the work and the programme, agreement executed between the tenderer and the IL&FS-TRIPURA BAMBOO MISSION may be extended to a mutually agreed period, if the need so arises.

1.5 It shall be sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

2 LIQUIDATED DAMAGES

2.1 If the contractor fails to perform the services within the time periods specified in the contract, the IL&FS-TRIPURA BAMBOO MISSION shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the unperformed services for each week of delay until actual performance up to a maximum deduction of 10% of the delayed services. If the contractor fails to supply the systems within the 10 weeks delay period, the work order will be treated as cancelled and the 2% of the security money deposit, will be forfeited. Once the maximum of the penalty is reached, the IL&FS-TRIPURA BAMBOO MISSION may consider termination of the contract / blacklisting of the contractor.

3 The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. IL&FS-TRIPURA BAMBOO MISSION shall have no liability in this regard.

4 FORCE MAJEURE

4.1 Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.

4.2 For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.

4.3 If a force majeure situation arises, the contractor shall promptly notify the IL&FS-TRIPURA BAMBOO MISSION in writing within a week from the date situation so arises.

5 The High court of Judicature at Agartala and Courts subordinate thereto, shall alone have jurisdictions to the exclusion of all other courts.

6 The contract shall not without the consent in writing of IL&FS-TRIPURA BAMBOO MISSION, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

7 IL&FS-TRIPURA BAMBOO MISSION shall have at all reasonable time access to the works being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of IL&FS-TRIPURA BAMBOO MISSION.

8 If any question, dispute or difference what so ever shall arises between IL&FS-TRIPURA BAMBOO MISSION and the contractor, in the connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference .This reference shall be governed by the Indian Arbitration Act, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the IL&FS-TRIPURA BAMBOO MISSION or the arbitrator directs otherwise.

9 IL&FS-TRIPURA BAMBOO MISSION may at any time by notice in writing to the contractor either stop the work all together or reduce or cut it down. If the work is stopped all together, the contractor will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by IL&FS-TRIPURA BAMBOO MISSION, whose decision shall be final and binding on the contractor. If the work is cut

down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

10 INSPECTION AND TESTS

10.1 The following inspection procedures and tests are required by the IL&FS-TRIPURA BAMBOO MISSION in the presence of IL&FS-TRIPURA BAMBOO MISSION's representative if so desired by IL&FS-TRIPURA BAMBOO MISSION.

10.2 The IL&FS-TRIPURA BAMBOO MISSION or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The special conditions of contract and / or the Technical specifications shall specify what inspections and test the IL&FS-TRIPURA BAMBOO MISSION required

11. WARRANTY

11.1 The tenderer shall warrant as per standards for quality that anything to be furnished shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall if operable, operate properly.

11.2 Performance of Equipment: In addition to the warranty as already provided, the tenderer shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in sub-clause (c) hereof after the equipment has been accepted by the IL&FS-TRIPURA BAMBOO MISSION to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the IL&FS-TRIPURA BAMBOO MISSION

11.3 The Warranty period shall be 01 year for complete machineries including all electrical items from the date of commissioning and handing over of the system. The contractor shall rectify defects developed in the system within Warranty period promptly. In case the defects are not rectified within 20 days of the receipt of the complaint by the contractor IL&FS-TRIPURA BAMBOO MISSION shall have full liberty to restore the system in working condition. The expenditure so incurred by IL&FS-TRIPURA BAMBOO MISSION shall be deducted from the contractor pending claims, security deposit or in other law full manner.

11.4 Since the maintenance of the items may also be taken up by the contractor after expiry of 1 year of warranty period for 02 years. If the end user/IL&FS-TRIPURA BAMBOO MISSION so desires, the contractor may take up annual maintenance of the installed system.

12. Notice statement and other communication sent by IL&FS-TRIPURA BAMBOO MISSION through registered post or telegram or fax or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.

15. The contractor may provide one copy of instruction manual and routine maintenance manual with each system supplied or installed, this shall be both in Bengali and English.

16. The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of IL&FS-TRIPURA BAMBOO MISSION.

17. PATENT RIGHT AND ROYALTIES.

The Contractor shall indemnify the IL&FS-TRIPURA BAMBOO MISSION against all third party claims of Infringement of patent, royalties' trademark or industrial design rights arising from use to the goods or any part thereof.

18. PACKING FORWARDING

18.1 Contractors, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation.

Contractor shall be held responsible for all damage due to improper packing.

18.2 The contractor shall inform the IL&FS-TRIPURA BAMBOO MISSION of the date of each shipment from his works, and the expected date of arrival at the site for the information of the IL&FS-TRIPURA BAMBOO MISSION project offices at least 7 days in advance.

19. DEMURRAGE WHARFAGE, ETC

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

20. INSURANCE

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.

21. TRANSPORTATION

The tenderer is required under the contract to deliver the goods to the site. (The storage/handling etc shall be sole responsibility of the contractor till the commissioning/ handover of the system)

22. TERMINATION FOR INSOLVENCY

IL&FS-TRIPURA BAMBOO MISSION may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it 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 IL&FS-TRIPURA BAMBOO MISSION.

23. TERMINATION FOR CONVENIENCE

The IL&FS-TRIPURA BAMBOO MISSION, may by written notice sent to the tenderer, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of IL&FS-TRIPURA BAMBOO MISSION.

24. APPLICABLE LAW

The contractor shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of IL&FS-TRIPURA BAMBOO MISSION Headquarter Agartala shall have exclusive jurisdiction in all matters arising under this contract.

25. NOTICE

25.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

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

26. TAXES AND DUTIES

The price quoted should include all taxes and duties, custom duty, excise duty, service tax, sales tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on income tax etc. if any. A tenderer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of TRIPURA in this regard.

27.3 The tenderer may continue to provide spare parts after the expiry of warranty and CMC period at the users cost if desired by the user.

27.4 After successful commissioning of the system, the system will be handed over the person designated by the end user.

27.5 It shall be the sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

27.6 If IL&FS-TRIPURA BAMBOO MISSION requires to place a work order for a specific project or work on the contract rate, in that condition a separate agreement may be executed with the contractor.

27.7 Firm shall be responsible for proper installation of system Firm shall depute an authorized representative whenever required at the time of inspection etc.

27.8 The tender document signed and sealed on each page and annexure duly attached in the last of the document making one document should be enclosed. Typing the formats in other pages, changing the serial order, loose papers etc will not be accepted.

28. PAYMENTS:

The payments shall be made as per the following terms and conditions.

28.1 The contractor shall raise bill of 70% of the system cost after the supply of the complete items as per technical specification and terms and conditions specified in the contract.

28.2 The contractor shall raise a bill of 30 % of the item cost after installation and commissioning along-with the handing over certificate, including bill of material and successful commissioning duly countersigned by the designated officer and end user.

PART 4: TECHNICAL SPECIFICATION

Sl. No.	Required Machine Description	Specification
1	Agarbatti rolling machine	Pedal type Manual operated, without electricity
2	Agarbatti Masala Mixing Machine (for wet dough making)	Electric motor operated; capacity 20-25 kg per batch
3	Electronic Weighing Machine with digital display	Capacity 100 kg; calibration 10 gm

Item No. 1: Agarbatti Rolling Machine

Generic Name/ description:	Agarbatti Rolling Machine/ Extruded Raw Agarbatti making Machine
Specific Type:	Pedal Type
Operating Mode:	Manual, Pedal operated
Frame/structure of the machine:	MS
Essential Parts	Die, Rocket/ Nozzle, Die Block, Piston, Cylinder, Gear Box
Specification of Die & Rocket/ Nozzle:	Die- ID 2.8mm, Rocket- ID 1.8mm, both made of SS
Minimum Gross Weight of the machine:	35 kg

Item No. 2: Agarbatti Masala Mixing Machine

Generic Name/ description:	Agarbatti Masala Mixing Machine/ Masala wet dough making machine/agarbatti wet <i>atta</i> making machine
Structure/frame:	MS frame, SS body
Operating Mode:	Electrical motor operated on single phase
Capacity:	20-25 kg per batch

Item No. 3: Electronic Weighing Machine with digital display

Generic Name/ description:	Electronic Weighing machine/weighing scale
Operating Mode:	Electric run
Capacity:	100 kg
Calibration:	10 gm
Place bed size:	Minimum 15 inch X 15 inch flat bed
Display:	Digital, double side

PART 5: WARRANTY & AFTER SALE SERVICE

1. The supplier has to provide warranty for the supplied items for a complete period of 1 year from the date of installation.

2. The supplier shall provide 6 (six) free services of the machines at the location within one year after installation.

3. The spare parts required will be chargeable to the user; however, the supplier has to arrange the required spare parts. The price list of different spare parts shall be provided by the supplier during installation of machines.

PART 6: FINANCIAL BID

<<To be provided in Tenderer's Letterhead>>

Name of the company:

Complete address:

Name of Contact person:

Contact Detail:

1. Agarbatti Rolling Machine

Sl. No.	Item description with Technical Specification	Unit Price at Agartala, Rs.

1. Agarbatti Masala Mixing Machine

Sl. No.	Item description with Technical Specification	Unit Price at Agartala, Rs.

1. Electronic Weighing Machine

Sl. No.	Item description with Technical Specification	Unit Price at Agartala, Rs.