

**TENDER**  
**FOR**  
**SUPPLY & INSTALLATION**  
**OF**  
**BAMBOO ROUND STICK MAKING MACHINES**  
**FOR KUMARGHAT LOCATION IN TRIPURA**

**TENDER NO.: IL&FS/Agt/TBM/NEC-Kumarghat/Tender/2018-19/2 dated 10<sup>th</sup> April,  
2018**

**Tripura Bamboo Mission**  
**IL&FS Clusters, 1<sup>st</sup> Floor, Dasgupta Villa, North side of Governor House, Kunjaban,**  
**Agartala-799006, Tripura, India**  
**Phone: 0381-2300419; Email: [tripurabamboo@gmail.com](mailto:tripurabamboo@gmail.com); Web: [www.tripurabamboo.com](http://www.tripurabamboo.com)**

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## **PART 1**

### **1. GENERAL INFORMATION**

**TENDER NO.: IL&FS/Agt/TBM/NEC-Kumarghat/Tender/2018-19/2 dated 10th April, 2018**

Sealed Tenders are invited by the Authorized Representative, IL&FS-Tripura Bamboo Mission, 1st Floor, Dasgupta Villa, North side of Governor House, Kunjaban, Agartala-799006, Tripura, India from experienced and reputed suppliers/ authorized dealers/ registered firms for supply and installation of the following Bamboo Round Stick making machines to be installed at Kumarghat location in Tripura as mentioned below:

**i. Location Details:**

<b>Sl. No.</b>	<b>Location</b>	<b>Name of proposed unit</b>
1	Industrial Estate, Kumarghat, Unakoti, Tripura	Bamboo Round Stick making unit

**ii. Machines for Bamboo Round Sticks Units**

<i>Sl.</i>	<i>Item Name</i>	<i>Total quantity Required</i>
1	Bamboo Cross Cutting Machine/Cut of Saw	10
2	Manual Bamboo Splitting Set	10
3	Bamboo Heavy Duty Slicing Machine	25
4	Bamboo Round Stick Machine	50
5	Dust Collector Machine to attached with Stick making Machine	50
6	Bamboo Stick Polishing Machine	10
7	Blade Sharpener Machine	2
8	Bamboo Stick Sizing Machine	15
9	Welding Machine	1
10	Weighing Machine	10
11	Dryer	2
	<b>Total</b>	<b>185</b>

\*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 IL&FS - Tripura Bamboo Mission.

**iii. Technical Qualification Criteria for Participation in Tender:**

Sl. No.	Criteria/ Parameter	Scoring Pattern**
a)	Average annual turnover of the agency in last 3 Financial years (Excluding current financial year 2017-18)	<ul style="list-style-type: none"> <li>▶ More than Rs. 250 lakhs: 20 points</li> <li>▶ Rs. 200 lakhs to Rs. 250 lakhs: 15 points</li> <li>▶ Rs. 150 lakhs to less than 200 lakhs: 10 points</li> <li>▶ Less than Rs. 150 lakhs : 0 points</li> </ul>
b)	Experience of providing post sales services on Bamboo Processing machines (Value of machines supplied with condition for post sales service in last 1 calendar year)	<ul style="list-style-type: none"> <li>▶ Rs. 150 lakhs and above: 20 points</li> <li>▶ Rs. 100 lakhs to less than Rs. 150 lakhs: 15 points</li> <li>▶ Rs. 50 lakhs to less than Rs. 100 lakhs: 10 points</li> <li>▶ Less than Rs. 50 lakhs: 0 points</li> </ul>
c)	Experience of supplying Bamboo Processing machines to any Govt agencies/corporations/other	<ul style="list-style-type: none"> <li>▶ Rs. 150 lakhs and above: 20 points</li> <li>▶ Rs. 100 lakhs to less than Rs. 150 lakhs: 15 points</li> </ul>

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	agencies (Average annual value of supplied machines in last 2 calendar years)	<ul style="list-style-type: none"> <li>▶ Rs. 50 lakhs to less than Rs. 100 lakhs: 10 points</li> <li>▶ Less than Rs. 50 lakhs: 0 points</li> </ul>
d)	Experience of supplying to Tripura and engagement of technician at Tripura at the client location for providing post sales services during the last 1 calendar year. (certificate from the buyers regarding post sales service and fulltime engagement of technician at site to be provided)	<ul style="list-style-type: none"> <li>▶ Rs 100 lakhs and above with post sale service and engagement of technician at client location-20 points</li> <li>▶ Rs 100 lakhs to Rs 50 lakhs with post sale service and engagement of technician at client location-15 points</li> <li>▶ Rs 50 lakhs to Rs 20 lakhs with post sale service and engagement of technician at client location-10 points</li> <li>▶ Less than Rs 20 lakhs with post sale service and engagement of technician at client location-0 points</li> </ul>
e)	Statutory Compliances	<ul style="list-style-type: none"> <li>▶ Registration of the firm: 1 point</li> <li>▶ GST registration: 2 points</li> <li>▶ PAN: 1 point</li> <li>▶ Income Tax Clearance: 1 point</li> </ul>

**\*\* Maximum: 85 points; Eligibility for opening of financial bid: 60 points**

**iv. Submission of Tender Bid**

Interested agencies must submit their offer in sealed envelopes superscribing with the <Tender No.> and <Tender Name> by post or by hand to the Authorized Representative, IL&FS -Tripura Bamboo Mission, IL&FS Clusters, 1st Floor, Dasgupta Villa, North side of Governor House, Kunjaban, Agartala-799006, Tripura, India so as to reach on or before **3pm on 2<sup>nd</sup> May, 2018**. The Procurement Committee reserves the right to reject any or all the tenders without assigning any reason thereof.

There shall be three separate sealed envelopes for Forwarding, Technical Bid and Financial Bid respectively; all of these envelopes should be enclosed in a single envelop which shall be sealed, superscribed with tender No. and Name and submitted through post or by hand as mentioned above.

Authorized Representative  
IL&FS -Tripura Bamboo Mission,  
IL&FS Clusters, 1st Floor, Dasgupta Villa,  
North side of Governor House, Kunjaban, Agartala-799006, Tripura, India

## 2. TENDER NOTIFICATION FOR PUBLISHING IN NEWSPAPER

<b>NOTICE INVITING TENDER</b>		
<b>IL&amp;FS/Agt/TBM/NEC-Kumarghat/Tender/2018-19/2 dated 10<sup>th</sup> April, 2018</b>		
IL & FS Cluster Development Initiative Limited invites item rate bids on behalf of Tripura Bamboo Mission for following works:		
<i>Description of Work</i>	<i>Cost of Bid Document</i>	<i>Last Date &amp; Time of Submission of Bids</i>
Supply & Installation of Bamboo Processing machines at Kumarghat Industrial Estate	Rs. 5,000/- in the form of DD in favour of “IL&FS Tripura Bamboo Mission” payable at Agartala	2 <sup>nd</sup> May, 2018  (till 3.00 pm)
IL&FS-Tripura Bamboo Mission reserves the right to reject any or all the tenders without assigning any reason thereof. The complete tender document containing eligibility criteria and other relevant information can be downloaded from the website <b><a href="http://www.tripurabamboo.com/index.php/tenders">www.tripurabamboo.com/index.php/tenders</a></b>		
<p>Authorized Representative IL&amp;FS -Tripura Bamboo Mission IL&amp;FS Clusters, 1<sup>st</sup> Floor, Dasgupta Villa, North side of Governor House, Kunjaban, Agartala-799006, Tripura, India</p>		

## 3. PARTICULARS OF TENDER

Tender No.	IL&FS/Agt/TBM/NEC-Kumarghat/Tender/2018-19/2 dated 10 <sup>th</sup> April, 2018
Particulars of the work	Supply & Installation of Bamboo Round Stick Making Machines at various locations in Tripura
Period of work	<b>2 (two) months</b> from the award of supply order
Cost of tender document	Rs. 5,000/- (Rupees Five thousand only) in the form of Bank Demand Draft issued by a nationalized bank in favour of “IL&FS Tripura Bamboo Mission” payable at Agartala
Pre Bid Meeting	27 <sup>th</sup> April at 3:00 pm to clarify the issues if any
Period of validity of tender for acceptance	<b>4 (four) months</b> from opening of financial bid of Tender
Last Date and Time of submission of tender	2 <sup>nd</sup> May, 2018 (till 3.00 pm)
Date and Time of opening of Technical Bid	2 <sup>nd</sup> May, 2018 at 4:00 pm
Date and Time of opening of financial bid	Within two weeks of opening of technical bid
Place of opening of tender	IL&FS -Tripura Bamboo Mission, IL&FS Clusters, 1 <sup>st</sup> Floor, Dasgupta Villa, North side of Governor House, Kunjaban, Agartala-799006, Tripura, India

## **PART-2: Formats & Templates**

### **4. COVERING LETTER**

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

To  
Authorized Representative  
IL&FS -Tripura Bamboo Mission  
IL&FS Clusters, 1<sup>st</sup> Floor, Dasgupta Villa,  
North side of Governor House, Kunjaban, Agartala-799006, Tripura, India

Subject: Offer in response of Tender Notification No. <Tender No.> dated <date>

Sir,

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

*(Signature of Tenderer with Seal)*

## **5. GENERAL PARTICULARS OF TENDERER**

i. Name of the Firm	
ii. Postal Address with PIN	
iii. Telephone, Fax No.	
iv. Email, Website	
v. Name & Designation of the authorized representative of the Tenderer	

## **6. EXPERIENCE OF RELEVANT SUPPLY & AFTER SALE SERVICES**

Please fill in information about similar projects undertaken, if any in last 3 years

<i>Sl. No.</i>	<i>Date of machine supply/purchase order</i>	<i>Name of Buyer</i>	<i>Location of the supply</i>	<i>Total Contract amount executed Rs.</i>	<i>Provision for post sales service in the contract</i>
1					
2					
3					

Please enclose copies of Work Orders for each of the works mentioned in above table

## **7. ANNUAL TURNOVER OF LAST 3 YEARS**

<i>Financial Year</i>	<i>Annual Turnover, Rs.</i>
2016-17	
2015-16	
2014-15	

Please enclose copies of Audited Balance Sheet/ Financial Statement for last 3 financial years as mentioned in above table



## **8. DECLARATION BY TENDERER**

(**<Tender No.>** dated **<date>**)

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-

- i. The Tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
- ii. The Tenderer is capable of executing and completing the work as required in the tender.
- iii. The Tenderer accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
- iv. 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.
- v. 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.
- vi. The Tenderer is financially solvent and sound to execute the work.
- vii. The Tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of IL&FS-TRIPURA BAMBOO MISSION
- viii. The information and the statements submitted with the tender are true.
- ix. 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.
- x. The Tenderer has not been debarred from similar type of work by IL&FS-TRIPURA BAMBOO MISSION and or Government undertaking/ Department.
- xi. This offer shall remain valid for acceptance for one month from the date of order.
- xii. The Tenderer gives the assurance to execute the tendered work as per specifications terms and conditions.

*(Signature of Tenderer with Seal)*

## **9. FORMAT FOR FINANCIAL BID**

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

Name of the company:

Complete address:

Name of Contact person:

Contact Detail:

### **1. Bamboo Processing Machines for Round Sticks unit**

<i>Sl. No.</i>	<i>Name of Item</i>	<i>Description with Technical Specification</i>	<i>Optimum output/ performance of the machine</i>	<i>Ex-factory Price at supplier's Location, Rs.</i>	<i>GST ( ...%), Rs.</i>	<i>Insurance, Rs.</i>	<i>Transport/ Freight, Rs.</i>	<i>Installation &amp; Trial Run, Rs.</i>	<i>Final Price at Project Location in Tripura, Rs.</i>

*(Signature of Tenderer with Seal)*

**N.B.** In the financial quotation the agencies have to provide technical specifications of the machines in detail as per the format enclosed. If different models of a particular machine with different price are available, the same may also be quoted. The optimum output of each machine has to be declared in the Financial Bid as per the format.

## **Part 3: INSTRUCTION TO TENDERER**

### **10. GENERAL INSTRUCTION**

#### **i. ELIGIBILITY CONDITIONS**

Interested agencies may provide their credentials on the following points while applying for the tender for supplying of the machines along with the tender document.

<i>Sl. No.</i>	<i>Criteria/ Parameter</i>	<i>Supporting Documents to be provided</i>
a)	Average annual turnover of the agency in last 3 financial years (Excluding current financial year)	▶ Copy of audited balance sheet, GST return or any relevant document of last 3 years (including current financial year)
b)	Experience of supplying Bamboo Processing machines to any Govt. agencies/corporations/other agencies (Average annual value of supplied machines in last 2 years)	▶ Copy of Work orders/ supply orders executed in last 2 calendar years
c)	Experience of providing post sales services on Bamboo Processing machines (Average annual value of supplied machines in last one calendar years)	▶ Copy of Work order/ supply orders/ Annual Maintenance Contract executed in last 1calendar years
d)	Experience of supplying to Tripura and engagement of technician at Tripura at the client location for providing post sales services during the last 1 calendar year. (certificate from the buyers regarding post sales service and fulltime engagement of technician at site to be provided)	▶ Certificate from the buyers regarding engagement of technician for providing post sales service at client location
e)	Statutory Compliances	▶ Copy of Registration of the firm, GST registration, Return, PAN, Income Tax Clearance certificate

- a) 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.
- b) The tenderer may also provide information with the Tender in the form of separate sheets, drawings, catalogues etc.
- c) Any Tender not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive

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materials and drawings submitted by the Tenderer shall be retained by the IL&FS-TRIPURA BAMBOO MISSION.

- d) 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

**ii. HANDHOLDING & POST SALE SERVICE**

- a) Successful Tenderer must be able to depute technical person/s on the spot at the supply location during unloading, installation & trial run.
- b) Successful Tenderer must be able provide atleast one year of post sale service and handholding support by deputing technical persons at the project locations; this can be provided by the successful Tenderer at an extra cost.
- c) Successful Tenderer must be able to demonstrate the claimed output/ performance of each of the machines supplied during handholding period.
- d) Successful Tenderer has to provide operational and maintenance manual for all machines supplied.
- e) Successful Tenderer must provide a list of spares and consumables with detail specification and source

**iii. LOCAL CONDITIONS**

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.

**iv. CLARIFICATION OF TENDER DOCUMENTS**

- a) 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.
- b) 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.
- c) One pre-bid meeting can be organized subjected to getting written query and request from the potential supplier/s, at least 3 days in advance from the scheduled date of pre-bid meeting otherwise it will be considered as not required.

**v. AMENDMENT OF TENDER DOCUMENTS**

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- a) 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.
- b) The amendment will be notified through website. IL&FS-TRIPURA BAMBOO MISSION will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

## **11. PREPARATION OF TENDER**

### **i. LANGUAGE OF BID AND MEASURE**

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.

### **ii. DOCUMENT COMPRISING THE BID**

The Tender prepared by the Tenderer shall comprise the following components in same sequence.

#### **Forwarding:- Envelope 1**

- a) Covering letter
- b) Prescribed Tender Participation Fee in the form of Bank Demand Draft

#### **Technical Bid:- Envelope 2 (sealed)**

- c) General Information of the Tenderer
- d) Declaration by the Tenderer
- e) Experience of Supply of machines & Post Sale Service
- f) Annual Turnover of the Tenderer
- g) Annexure-I: Proof of Experience of Supply & Post Sale Services
- h) Annexure-II: Proof of Annual Turnover
- i) Annexure-III: Statutory Compliance Documents
- j) Annexure-IV: Any other relevant information/ document/ catalogue etc.

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- k) Tender document signed and sealed by Tenderer on every page

**Financial Bid:- Envelope 3 (sealed)**

- l) Financial Bid from the Tenderer as per prescribed format

**iii. BID PRICE**

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

**iv. DUTIES AND TAXES**

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.

**v. BID CURRENCIES**

- a) Prices shall be quoted in Indian Rupees (INR) only.
- b) The successful tenderer/s, who execute the agreement with IL&FS-TRIPURA BAMBOO MISSION for the work tendered shall have to deposit a security amount equivalent to **10%** 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.
- c) The security deposit may be deposited as Bank draft issued by Nationalized Bank, or State Bank or its subsidiary banks in favour of IL&FS-TRIPURA BAMBOO MISSION.
- d) After satisfactory completion of work, the security money shall be released.

**vi. PERIOD OF VALIDITY OF TENDER**

- a) Validity of the offer should be **Four months** from the date of issuing the supply order 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.
- b) 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 shall also be suitably extended.

**vii. FORMAT AND SIGNING OF TENDER**

- a) The bid must contain the name, designation and full address of the authorized signatory of the Tenderer and must be signed and sealed by him/her with his/her usual signature. The name and designations of all persons signing should be typed or printed below the signature.
- b) The original copy of the Tender shall be typed or written in indelible ink and shall be signed by the Authorized Signatory of the Tenderer or a person duly authorized to bid. All the pages of the bid shall be initialed by the person or persons signing the tender.
- c) 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.

**12. SUBMISSION OF TENDER**

**i. SEALING AND MARKING OF TENDER**

- a) **First Envelope** should contain the covering letter and the participation fee/bid document fee. It should be superscribed with “**Forwarding Documents**”, <Tender No.> dated <date>
- b) **Second Envelope (sealed)** should contain technical bid, brochure literature etc. It should be superscribed with “**Technical Bid**” <Tender No.> dated <date>. All parts of tender documents and annexure except financial bid duly signed should be submitted in this envelope.
- c) **Third Envelope (sealed)** should contain the Financial Bid duly signed on the original as per prescribed format in this tender document. It should be superscribed with “**Financial Bid**” <Tender No.> dated <date>. 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 Financial Bid.
- d) All the three parts (Forwarding, Technical & Financial envelopes) are to be enclosed separately in a sealed envelope super scribing Tender No., Date and Tender Name
- e) The Bid Documents shall be sent by post or by hand to the Authorized Representative, Tripura Bamboo Mission, IL&FS Clusters, 1st Floor, Dasgupta Villa, North side of Governor House, Kunjaban, Agartala-799006, Tripura, India so as to reach him **on or before 3pm on 2<sup>nd</sup> May, 2018.**

**ii. EXPENSES OF AGREEMENT**

A formal agreement should be entered between IL&FS-TRIPURA BAMBOO MISSION and the Successful Bidder/ 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.**

**iii. DEADLINE FOR SUBMISSION OF BIDS**

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

**iv. 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.

**13. TENDER OPENING & EVALUATION**

**i. OPENING OF TENDER**

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

- a) Forwarding documents containing covering letter and Tender Participation fee shall be opened; absence of the Tender Participation Fee in prescribed mode and format will result in cancellation of the Tender submitted by the respective Participant/ Applicant and the Technical Bid may not be opened.
- b) '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.
- c) 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 Technical Bid shall be technically eligible as per Eligibility Criteria.
- d) In case it is not possible to open Financial Bid on the day fixed due to unavoidable circumstances, then the opening of the Financial Bid shall be postponed, and intimation of this effect shall be sent to Tenderers by 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.



**ii. CLARIFICATION OF TENDER**

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.

**14. AWARD OF CONTRACT**

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

- i. 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.
- ii. IL&FS-TRIPURA BAMBOO MISSION RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.
- iii. 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.
- iv. Successful Tenderer will have to give acceptance within 10 days from that of receipt of the supply order failing which the order shall be treated as automatically cancelled
- v. 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.
- vi. The work shall have to be completed within **2 (two) months** from the date of award of work
- vii. 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.
- viii. 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.
- ix. No claims of interest will be entertained for delayed payments
- x. No arbitration clause will be entertained

## **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 (four) calendar months** and shall be on turnkey basis. The work shall be completed within **2 (two) months** from the date of issuance 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 supplier. In case the supplier 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 supplier, at the risk and cost of the supplier. Any additional cost incurred by IL&FS-TRIPURA BAMBOO MISSION shall be recovered from the supplier. If the cost of executing the work as aforesaid shall exceed the balance due to the supplier, and the contractor fails to make good the additional cost, IL&FS-TRIPURA BAMBOO MISSION may recover it from the supplier's 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 Supplier 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. Once the maximum of the penalty is reached, the IL&FS-TRIPURA BAMBOO MISSION may consider termination of the contract / blacklisting of the supplier.

3 The supplier 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

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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 supplier 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 supplier and not involving the supplier '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 supplier shall promptly notify the IL&FS-TRIPURA BAMBOO MISSION in writing within a week from the date situation so arises.

5 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.

#### **6. WARRANTY**

6.1 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.

6.2 Performance of Equipment: In addition to the warranty as already provided, the supplier shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified 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

6.3 The Warranty period shall be 01 (one) year for complete machineries including all electrical items from the date of commissioning and handing over of the system. The supplier 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 supplier 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 supplier's pending claims, security deposit or in other lawful manner.

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6.4 Since the maintenance of the items may also be taken up by the contractor after expiry of 1 year of warranty period, if the end user/ IL&FS-TRIPURA BAMBOO MISSION so desires, the supplier may take up annual maintenance of the installed machines.

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

8. The supplier 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.

9. Supplier, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during transportation to the site and storage at the site till time of installation. Supplier shall be held responsible for all damage due to improper packing.

10. The supplier 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.

11. 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 Supplier.

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

## **PART 4: TECHNICAL SPECIFICATION OF MACHINES**

**i. Detail of Machines for Bamboo Round Sticks Units**

<i>Sl.</i>	<i>Item Name</i>	<i>Purpose</i>	<i>Technical Specification</i>	<i>Quantity required</i>
1	Bamboo Cross Cutting Machine/Cut of Saw	making of bamboo cylinders from long bamboo pole	V- Belt starter, TCT Saw, Lubricating system & protection gears with running, 70kg weight, with 2 HP Motor, 18 inch Cutter Dia, 120 nos teeth, 3 mm blade thickness, 3.52 mm teeth thickness. Carbide Cutter.	10
2	Manual Splitting Machine	To split bamboo poles into strips	Set with Grill of 6,7,8,9,10,12 well indexed with stand	10
3	Bamboo Heavy Duty Slicing making Machine	Making thin slivers from split bamboo	4 Rollers made of 20mncr 5 material, hardened to 55HRC 2 HP Motor, feed input size 14 inch to 24 inch length.	25
4	Bamboo Round Stick Machine	Making bamboo round filament from slivers	3 Cutter, 1 planning cutter, 2 shaping cutters, Motor's Power 7 HP & feed input size 14 inch to 24 inch.	50
5	Bamboo dust Collector	Extract Bamboo dust produced during stick making	Single bag, 3 HP, 1440 rpm	50
6	Bamboo Stick Polishing Machine	Removing extra fiber from bamboo stick	3 Chamber, Sticks are rubbed from top and from the bottom to give a good finish, rotating with cam system, 2 HP motor	10

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<i>Sl.</i>	<i>Item Name</i>	<i>Purpose</i>	<i>Technical Specification</i>	<i>Quantity required</i>
7	Blade Sharpener Machine	Sharpening of blades etc.	Best quality liner bearing to be used & supply of complete wheel set including diamond wheel set etc. 1 HP Motor, Sharpener Dia 4 inch.	2
8	Bamboo Stick Sizing Machine	Cutting long bamboo filament sticks to desired length of 8 or 9 inch	2 HP Motor, carbide cutter.	15
9	Welding Machine	welding during operation on requirement	200A Inverter based	1
10	Weighing Machine	To take measurement of finished product	100 kg weight max. Electronic digital balance	10
11	Dryer Unit	Removing moisture from bamboo to the tune 92-95% in 2.5 to 3 hrs	Using bamboo wastage as fuel, burning chamber complete with Chimney, air circulating fan, rack type rotating trolleys, heat proof insulated chamber; input – 1200-1600 kg per day Fuel (bamboo waste) - 200 kg per day	2
	<b>Total</b>			<b>185</b>