



**NATIONAL COIR RESEARCH & MANAGEMENT INSTITUTE
(NCRMI)**

A Government of Kerala Undertaking
Kudappanakkunnu, Thiruvananthapuram – 695 043
Tel. No. – 0471-2730788, Tel/Fax – 0471-2730777
Email: ncrmikerala@gmail.com
Web: www.ncrmi.org

Tender No. NCRMI/R&D/GTDP/14

TENDER DOCUMENT

for

Procurement of Road Testing Equipment

Signature of the Tenderer



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Tender No. NCRMI/R&D/GTDP/14

28.10.2014

T E N D E R

Procurement of Road Testing Equipment

Tender form issued to M/s.....
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EARNEST MONEY DEPOSIT (EMD) : Rs. 20,000/-

Last Date for submission of Tender : 10th November, 2014 – 2 PM

Date of Tender opening : 10th November, 2014 – 3.30 PM

Cost of original – Rs. 1000 + VAT (5%)

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TENDER NOTICE

Tender No. NCRMI/R&D/GTDP/14

Date: 28.10.2014

National Coir Research & Management Institute (NCRMI) invites sealed Technical & Financial bids from competent manufactures /authorized dealers for the Procurement of Road Testing Equipment.

The tender form and specification may be purchased from the office of The Director, NCRMI at Kudappanakkunnu, Thiruvananthapuram on any working day between 10 AM and 5 PM from 28.10.2014 to 10.11.2014. The cost of tender document shall be paid by demand draft of Rs. 1000 + 5% VAT from any nationalised bank drawn in favour of 'The Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram, payable at Thiruvananthapuram.

Last date for submission of Tenders is 10.11.2014, 2 pm. The Technical Bid of Tenderers will be opened on 10.11.2014 at 3.30 pm and the financial bids later on at NCRMI Office, Kudappanakkunnu. Both the tenders will be opened in the presence of Tenderers or their representatives. The EMD payable is Rs. 20,000/- as DD in favour of the Director, National Coir Research and Management Institute from any Nationalised bank and the selected tenderer will be required to deposit an amount equal to 10 % of the total amount as security in name of undersigned.

The Director, NCRMI reserves the right to accept or reject any or all the Tenders without assigning any reason whatsoever.

Sd/-
Director
NCRMI

Form of Tender

To

Director
National Coir Research & Management Institute
(NCRMI) Kudappanakkunnu
Thiruvananthapuram

Tender No. NCRMI/R&D/GTDP/14

For Procurement of Road Testing Equipment

Dear Sir,

With reference to the tender invited by **National Coir Research & Management Institute (NCRMI)**, I/We have read General Conditions of Contract, Articles of Agreement, Invitation to Tender, Technical Specifications, for the supply of Road Testing Equipment. I/we hereby offer to supply, installation and commissioning the whole of the said item in conformity with the said terms and conditions mentioned in general conditions of contract, invitation to tender, special conditions of contract, articles of agreement, technical specifications.

I/we undertake to complete and deliver the whole of the manufacture, supply, erection, trial run and commissioning abiding by the terms and conditions comprised in the Contract without any exception, which shall be valid for 1 calendar months from the date of acceptance of the Purchase indent or Purchase order from National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram

I/We have deposited as earnest money a sum of Rs. _____
(Rupees _____ only) which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited in the event of our violation in any way as detailed in the relevant clause of the tender and if I/We fail to execute the contract when called upon to do so as per the provisions of the letter of intent /Purchase Order or as the case may be, issued in our favour.

I/We hereby agree that unless and until the formal agreement is prepared and executed in

accordance with the Articles of Agreement, this Tender together with your written letter of Acceptance thereof, shall constitute a binding Contract between us.

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

Yours faithfully,

Signature of tenderer :

Address with office seal :

.....

.....

Date:

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General Rules, Directions & Guidance to Tenderers / Contractors

1. Technical bid will be opened at 3.30 pm on 10.11.2014 at the office of the National Coir Research & Management Institute (NCRMI), Kudappanakkunnu, Thiruvananthapuram in the presence of the Tenderers or their authorized representative, should they choose to be present. Commercial Bid/Price bid of the manufacturer/firms shall be opened thereafter only if the technical bid of manufacturer/firms confirms to the specification mentioned in the tender.
2. If the technical bid of the manufacturer/firm is not found satisfactory in terms of specification mentioned in the tender their commercial/price bid will not be opened.
3. National Coir Research & Management Institute (NCRMI) shall not accept any responsibility for delay/loss or non-receipt of tender documents by post.
4. The tender offer should remain valid for acceptance for a minimum period of 60 days from the date of opening. The equipment should be supplied within 1 month from the date of acceptance of offer.
5. Tender forms are not transferable.
6. In the event of a tender being submitted by a firm, it must be signed separately by each partner thereof or in the event in the absence of any partner, it should be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.
7. Receipts of payments made on account of any work, when executed by a firm shall also be signed by all the partners, except where all the Contractors are described in their Tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or any other persons having authority to give effectual receipts for the firm.
8. The Director, National Coir Research & Management Institute (NCRMI), Kudappanakkunnu, Thiruvananthapuram – 695 043 shall have the right of rejecting all or any of the Tenders, without assigning any reasons.

9. The rates tendered and accepted shall be treated as firm and final without any escalation until the complete fulfillment of the Contract.
10. All corrections and additions or any pasted slips should be initialed by the Tenderer and later attested by the Officer on opening the tender. Where the corrections have not been initialed by the Tenderer, they should be got attested by him or his representative, if present, by the Officer.
11. The tender as submitted shall consist of the following:
 - (i) Complete set of tender documents, duly filled and signed by the Tenderer as prescribed in the different places of the tender documents. The make and technical specification of the machineries offered.
 - (ii) List of Accessories of the equipment and its price.
 - (iii) Provide userlist of similar series of machine supplied to clients in India especially in South India.
 - (iv) The information called for in different parts/ sections of the tender. This includes general description of the equipment and main components of the system offered specifying its important features, details of installation, etc., to enable National Coir Research & Management Institute (NCRMI), Kudappanakkunnu, Thiruvananthapuram to have proper understanding of the system and its operation.
 - (v) Brochure with photographs of the equipment offered together with all technical details.
 - (vi) Performance Guarantee for total system should be clearly specified.
 - (vii) Detailed time schedule for execution of the contract.
 - (viii) Power of Attorney in case of authorized representative has signed the Tender. The full name and address of the Tenderer and the authorized Agent delivering the Tender shall be written on the bottom left hand corner of the sealed cover containing the tender.
 - (ix) Equipment should be ISO 9000 certified.
 - (x) Compliance statement needs to be provided clearly specifying COMPLY/NON COMPLY with remarks for all points in the specification.
13. The bid submission form fee and EMD shall be remitted as DD from any Nationalised bank in favour of The Director, National Coir Research & Management Institute. No interest shall be paid on the Earnest Money deposited by the Tenderer.
14. The EMD if deposited shall be adjusted as part of security deposit in case of successful tenderer. Tenders received without the EMD are liable for rejection.
15. The EMD shall stand forfeited in favour of National Coir Research & Management

Institute (NCRMI), without any notice to the tenderer if,

- a) The tenderer changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening.
 - b) The tenderer does not convey his written acceptance within a maximum period of 15 days of the Purchase/ Supply order placed on him by National Coir Research & Management Institute.
 - c) The tenderer fails to accept the order when placed or fails to commence installation work/supplies after accepting the order.
 - d) The successful tenderer does not deposit the security deposit within the stipulated period.
 - e) The successful tenderer does not execute an Articles of Agreement as per the format enclosed on stamped paper for Rs. 100/- for due fulfilment of the contract before the date specified for the purpose in the LOI or in the Purchase Order (PO) within 15 days of the date of receipt of order.
16. No compensation whatsoever shall be paid for submission of offer against the tender irrespective of whether the tender is accepted or rejected. No claim whatsoever shall be admissible in this context.
17. In case any party is not interested in submitting tender, it is requested to intimate us the same in writing before closing date and time of the tender, superscripting 'regret' on the envelope.
18. Any doubt or dispute in connection with the contract including the tender notice shall be decided by National Coir Research & Management Institute (NCRMI), and the tenderer shall accept such decision as final and binding on him.
19. The tenderer shall absolve National Coir Research & Management Institute (NCRMI), from all liabilities arising out of infringements of patent rights etc. on Equipment and accessories supplied by them.
20. The tender shall specify clearly the make of the equipment/accessories offered and enclose all relevant literature on the above to enable the Institute to have a complete concept of the machineries offered for easy evaluation of the offers.
21. The tenderer shall include additional accessories and materials, which are not specifically mentioned in the tender document, but are required to complete the equipment offered in every respect.
22. All the equipment shall conform to the relevant standards wherever applicable.
23. The offers should be filled as follows:

- a) The rate quoted will be legibly filled in both figures and words.
- b) All corrections to be initialed.
- c) Tenderer's/Contractor's signature to be put on each page of the offer.
- d) The offer should contain rate for each the equipment separately. Duties and Taxes should be indicated distinctly.
- e) The rate of packing, insurance, transportation, loading-unloading, erection, commissioning etc should be shown separately.
- f) The tender form must be filled in English.
- g) If any of the documents is missing or is unsigned, the tender may be considered invalid.

24. The tender shall contain the name, address and place of business of person or persons making the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish full names of all partners in the tender. It may, however be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the person signing. Tenders by Corporations shall be signed in the name of the Corporation by a person duly authorized to do so. In case, it is signed by an authorized representative, a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of partners shall also be furnished.

25. Witnesses and sureties shall be persons of status and the names, occupations and addresses shall be stated below the signature.

26. All signatures in the tender documents shall be dated and all pages of all sections of the tender documents shall be signed at the lower right hand corner or signed where ever required in the tender papers by the Tenderer or by his authorized representative.

27. Acceptance of tender will rest with the NCRMI which does not bind itself to accept the lowest or any tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

- a) Tenders in which any of the particulars and prescribed information is missing or are incomplete in any respect are liable to rejection.
- b) Canvassing of any kind is strictly prohibited and the tender submitted by the Tenderer who resorts to canvassing is liable to rejection.
- c) Tenders containing uncalled for remarks or any conditions are liable to rejection.
- d) No page of tender documents shall be removed or altered and the set must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of the tender.

28. The successful Tenderer shall be required to execute an agreement with NCRMI along with

the security deposit equal to 10 % of the total amount. In the event of failure of the Tenderer to sign the agreement within 15 (fifteen) days from the date of issue of the notice of acceptance of tender, the amount of earnest money shall be forfeited to NCRMI and the acceptance of his tender shall be considered as withdrawn.

29. The tenders submitted by the Tenderers shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the tender. The company may extend the said period. The Tenderer shall not be entitled during the said period of 90 (ninety) days, without the consent in writing of the company to revoke or cancel his tender or to vary the tender given or any terms thereof.
30. The general tender notice shall be deemed to form part of the agreement.
31. No alterations or additions are to be made by the Tenderer to the text of the schedule of these tender papers. No advice of any change in rate or condition after opening of the tender will be entertained. Violation of this instruction shall result in rejection of the tender at the discretion of the Institute.
32. The Tenderer is required to check the numbers of pages and should any be found to be missing or in duplicate or the figures or writing indistinct, he must inform the Institute at once and have the same rectified. Should the Tenderer be in doubt about the precise meaning of any item or figure, for any reasons whatsoever he must inform the Institute so that the correct meaning may be decided upon before the date for the submission of the tender.
33. No liability, whatever, will be admitted nor claim allowed in respect of errors in the Tenderer's tender due to mistakes in the schedule of quantities which should have been rectified in the manner described above.
34. In the event of arithmetical error/errors being discovered in the Tenderer's tender, the rates mentioned in words in the tender copy marked "original" will be taken as bonafide. Rates in words will be taken in precedence over the figure.

Address for communication.

All communications addressed to the company shall be in writing and in English Language and shall be sent by registered acknowledgement due post to its registered office as given below.

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Particulars to be submitted by the Tenderer

- The Tenderer shall supply the particulars of previous works done by him etc.
- The tender number should be written on the top left hand corner of all envelopes.

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GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretations

General

In these general conditions of tender, the following terms will have the meaning hereby assigned to them except where the content otherwise requires.

Institute

The Institute shall mean National Coir Research & Management Institute (NCRMI), Kudappanakkunnu, Thiruvananthapuram – 695 043.

Owner/Purchaser

The Owner/Purchaser shall mean National Coir Research & Management Institute (NCRMI), Kudappanakkunnu, Thiruvananthapuram – 695 043.

Management

Management shall mean the Officer nominated by the Institute to deal with the matters pertaining to the Tender/Contract.

Contractor/Supplier

Contractor/Supplier shall mean the person, firm or Institute who has entered into agreement for the Supply, Erection, Trial Run and Successful Commissioning of equipment and shall include their executors, successors and administrators permitted assigns.

Contract

Contract shall mean the contract documents collectively, comprising the agreement, General conditions of contract, special conditions of contract, specifications, information and instructions to Tenderers, accepted schedule of rates and other documents and the drawings if any constituting the tender and acceptance thereof.

Works

Works shall mean the works to be executed in accordance with the Contract.

Specifications

Specifications shall mean all directions, provisions and requirements attached to the Contract

Guarantee Period

Guarantee period shall mean the specified period of guarantee from the date completion of Trial run & Commissioning of equipment and as specified by the Technical committee and shall be reckoned as **twelve** calendar months unless otherwise specified.

Replacements

In respect of equipments/components renewed under the terms of guarantee, the period for which such equipments/components shall be individually guaranteed shall extend to **six months** from the date of renewal or to the end of the guarantee period whichever is later.

Letter of Acceptance

Letter of Acceptance is intimation by a letter to the Tenderer that his/their tender has been accepted in accordance with the provisions contained in that letter along with the sufficient security deposit.

Approved

Approved means approved in writing by the Director, National Coir Research & Management Institute (NCRMI) including subsequent written confirmation of previous verbal approval and approval means approval in writing including as aforesaid.

Contract Value

Contract value means the sum accepted or the sum calculation in accordance with the prices accepted in tender for the total Nos. of the equipment. and/or the contract rates as payable to the Contractor for the entire execution and full completion of the work.

Purchase Order

Purchase Order shall mean the order in writing by the Director, National Coir Research & Management Institute (NCRMI) for the procurement of equipments.

Month

Month shall mean the calendar month of the Gregorian calendar.

2. General Obligations

2.1 Execution, Co-relation & Intent of Contract Documents

The contract documents shall be signed in triplicate by the Institute and the Contractor. The contract documents are complimentary and what is called for by any one shall be binding as if called for by all; the intention of the documents is to procure, erect and performing trial run of the equipments such as (1)Tensile strength equipment (2) Micro meter measurement system (3) Non contacting video extensometer (4) Environmental chamber

2.2 Laws Governing the Contract

The contract shall be governed by the laws for the time being in force in the Union of India.

2.3 Arbitration

Unless otherwise specified, all cases of disputes which cannot be settled by mutual negotiation will be referred to arbitration with Secretary (Coir) and Director of Coir Development as arbitrators.

2.4 Communication to be in writing

All notices, communications, references and complaints made by the Institute to the Contractor concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized. All such communications shall be in English.

2.5 Octroi and other Duties

All charges on account of octroi, terminal or VAT entry tax and/or other taxes/duties or any other levy as the case may be on machineries shall be borne by the Contractor.

2.6 Interest on amounts

No interest will be payable on the Earnest money or the Security Deposit or amounts payable to the Contractor under the contract.

2.7 **Guarantee/Warranty**

All the items of equipments shall be guaranteed to be free from defective workmanship or materials for a period of 12 months from the date of commissioning and handing over. Any defects that may appear during this period shall be rectified by the Tenderer at his own cost. During this period of 12 months, the tenderer shall without any extra cost carry out all routine and special maintenance of the machineries that may arise in the operation of the plant. The tenderer shall be provided an Annual Maintenance Contract for a period of 2 Years after the successful completion of the guarantee / warrantee period, with in the initial agreement contract.

2.8 **Jurisdiction**

Unless otherwise specified, all cases of disputes which cannot settle by the arbitration will be effected only in the jurisdiction at Thiruvananthapuram.

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF SUPPLY AND ERECTION WORK

The work involved shall consist of, but not limited to, the following:

- a. The supply and installation work involves Supply, Erection, Trial run successful Commissioning of Road Testing Equipment.
- b. Scope of Supply, Erection Trial run and commissioning work by the successful tenderer shall include, supply of all equipment, transportation to the site, installation, commissioning and carrying out tests on the system to prove the guarantee performance.
- c. The scope of erection work also includes the supply of all drawings if any, operation and maintenance manuals etc.
- d. Unloading & Loading of the equipments to the installation site including the labour and tools required for the same.
- e. Erection of the equipments including the supply of labour, all tools and tackles etc.
- f. Testing of individual equipment to ensure the performance and quality of output specified.
- g. Trial Run of all the equipments.
- h. Successful Commissioning of the equipments.
- i. Training of personnel to operate the equipments at free of cost. Training shall be arranged during trials, commissioning and guarantee run.

2. TIME SCHEDULE

The equipments shall be supplied, erected and commissioned on or before date specified in the purchase order.

3. TENDERERS RESPONSIBILITY

- a) The supplied items shall be of the best quality and installation workmanship according to the latest engineering practice at the time of the award of contract and shall be manufactured from the materials of the best quality or highest class for their purpose.

- b) The successful tenderer shall provide services for erection of all equipments/ accessories, start up and commissioning including demonstration of all guarantees. Offers without erection and successful commissioning will not be considered.
- c) The Supplier shall be completely responsible for the satisfactory manufacturing erection, testing & commissioning of the equipments.
- d) It shall be the responsibility of the contractor to give necessary connection from the control panel to the equipments. These connections and the control panel shall conform to Kerala Electrical Inspectorate's Standards and any modifications in the electrical circuitry suggested by the Inspectorate shall be incorporated in the system at the cost of Contractor. The Contractor shall carry out the installation of the control panel and electrical accessories.
- e) The required Erection Engineers, Supervisors, Skilled and other workers should be arranged by the contractor necessary for the completion of the work in time. The erection crew shall maintain close co-ordination with the company.

4 METHOD OF TENDERING PRICE

- a) The rates quoted should also mention the basic price per piece, duties, taxes and any other charges separately. The Contractor shall clearly indicate the rate of Excise duty & Sales Tax/VAT or any other tax/duty payable for the items procured from them in the quotation. No change will be allowed from the rates indicated unless there is change notified by the statutory authorities.
- b) The charges for transportation, testing, commissioning and guarantee-run should be given separately for each part of the work and should be specifically mentioned in the tender.
- c) Total Rate including basic price, duties, taxes and any other charges and the charges for transportation, erection, commissioning and guarantee-run shall also be mentioned for each equipment.

5 SUBMISSION OF TENDER

All the tender documents should be returned duly signed on each page along with the bid as proof of acceptance of the terms and conditions. Technical literature should be submitted along with the tender duly signed. The Technical offer and Commercial offer should be submitted separately in sealed envelope. All covering letters, bids and other details should be submitted in Triplicate.

6 SUBLETTING OF CONTRACT

The Supplier shall not, without the consent in writing of National Coir Research & Management Institute (NCRMI), which shall not be unreasonably withheld, assign or sub-let his contract or any substantial part thereof, other than for raw materials, for minor details, or for any part of the erection works of which the makers are named in the contract, provided that any such consent shall not relieve the Supplier from any obligation, duty or responsibility under the Contract.

7 PATENT RIGHTS

The Contractor shall fully indemnify National Coir Research & Management Institute (NCRMI) , against all actions, demands, claims, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of letters of patent, design or copyright of any plant supplied by the Contractor.

8 PACKING AND MARKING

The Supplier shall securely protect and pack the equipment so as to avoid loss, deterioration, breakage or damage during transport by air, sea, rail or road. Each package delivered under the Contract shall be marked by the Supplier and such markings must be distinct (all previous markings being carefully obliterated). Such markings shall have description and quantity of contents, name of the consignee and address, gross weight of the package, name of the Supplier, country of origin with a distinctive number or mark sufficient for purposes of identification.

9 DELIVERY

- a) The tenderer shall quote his best and earliest delivery schedule of the equipments & accessories. The equipment shall delivered by the tenderer to site (various parts of Kerala) as required by NCRMI in the purchase order.
- b) The tenderer will be responsible to co-ordinate delivery of the imported/indigenous equipment and accessories.
- c) It shall be the responsibility of the successful tenderer for the prompt and safe shipment of the consignment.

10 ERECTION, COMMISSIONING & WARRANTY

10.1 The Supplier shall submit to National Coir Research & Management Institute (NCRMI) for approval before the commencement of erection work and subsequently, at such times as may be required by National Coir Research & Management Institute (NCRMI), the programme and order in which the Supplier

proposes to carryout the erection work. Erection and commissioning of the item has to be done during office hours only. Any other arrangement should be made by the prior written permission from the Institute.

10.2 Equipment found unsatisfactory as to erection workmanship or materials shall be removed by the Supplier and replaced by parts which are satisfactory.

10.3 The responsibilities of the Supplier shall include, but not be limited to, the following:

- a) Ensuring the correctness of Equipment and accessories shipped in the order in which they will be required for installation.
- b) Unloading the equipment from rail or road transport and moving the same to the NCRMI required place and area area and/or site unless otherwise provided in the Contract.
- c) Opening of crates and packing cases, inspection and checking of equipment/materials.
- d) Ensuring that adequate quantities of correct erection and commissioning spares and supplies are available at erection site for the purpose of the start-up of the equipment.
- e) Making arrangement to draw electricity to the equipment erection site from selected locations at building where electricity and power shall be provided by National Coir Research & Management Institute (NCRMI) at such terms and conditions as stipulated by National Coir Research & Management Institute (NCRMI).
- f) Supplier is required to carryout erection and commissioning all the materials and equipment covered under the Supply Order. This shall include the complete installation of equipment, starting up and operating the supplied item to meet specified performance guarantee and handing over the supplied item to National Coir Research & Management Institute (NCRMI) on the issue of the provisional acceptance Certificate.
- g) Providing all consumable materials and stores required for the installation work and, unless otherwise provided in the contract, providing all raw materials for the due performance of the Contract.
- h) Unless otherwise provided in the contract, providing all erection/ erection equipment, instruments and appliances required for the erection work, as well as equipment, tools and tackles for the transportation to site of installation of all equipment supplied under the contract.

- i) Providing necessary supervisory personnel, staff, skilled and unskilled labour, to ensure that the whole of the erection work is completed in all respect within the period specified in the contract.
- j) On completion of the erection work and connecting up of electric power supply and utilities etc, the Supplier shall promptly notify National Coir Research & Management Institute (NCRMI)

Should the erection and commissioning period extend beyond the scheduled supply period due to difficulties encountered with the machine supplied under the Contract or due to inadequacy of the Supplier's staff or due to any incorrectness in erection work or due to any other reason for which the Supplier is responsible, National Coir Research & Management Institute (NCRMI) will have the right to realize such amount from the Supplier as may be deemed reasonable by National Coir Research & Management Institute (NCRMI) for the facilities provided by National Coir Research & Management Institute (NCRMI)

10.4 The Supplier shall comply with all applicable provisions of the safety regulations, clean up programme and other precautionary measures, which National Coir Research & Management Institute (NCRMI) has in effect at the site.

10.5 Erection work shall be carried out by the Supplier under the general supervision and to the satisfaction of National Coir Research & Management Institute (NCRMI).

10.6 The Supplier shall receive instructions and directions from National Coir Research & Management Institute (NCRMI) in connection with the erection work and shall strictly abide by the same. If the Supplier performs any erection work in a manner contrary to the contract without the written approval of National Coir Research & Management Institute (NCRMI) the Supplier shall bear all the costs arising there from and shall be responsible for all the losses to National Coir Research & Management Institute (NCRMI) arising there from.

10.7 The Supplier shall supply minimum 1 loose leaf operating manuals /CD etc containing descriptive data of the Equipment, complete instructions of Erection, adjustment, operation and maintenance of the machine and parts catalogues supplied in the set.

10.8 The Supplier shall be solely liable for any accident or injury that may happen to any of his personnel engaged in connection with the erection work according to the contract. National Coir Research & Management Institute (NCRMI) shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the supplier and the supplier shall indemnify and keep indemnified the National Coir

Research & Management Institute (NCRMI) against all such claims, damages, compensations and proceedings.

- 10.9 Subject to any requirement in the Contract as to the completion of any portion of the erection and commissioning work before the completion of the whole erection and commissioning work, the whole of the erection work including conducting performance test to demonstrate performance guarantees to the satisfaction of National Coir Research & Management Institute (NCRMI), shall be completed within the time stipulated in the contract, which shall be reckoned from the date of the commencement of the erection work in accordance with relevant clause in this tender.
- 10.10 All equipments including bought-out items and materials delivered shall be covered under warranty for design, defective material, erection workmanship, quality and satisfactory performance. Such warranty period shall be for 1 year from the date of handing over the item to National Coir Research & Management Institute (NCRMI) after erection and commissioning. The Supplier, free of charge, shall rectify any defect, deficiency in the supply & erection work, found during the warranty period. Further if in the opinion of National Coir Research & Management Institute (NCRMI) the defects are of such a nature that it is necessary to replace or renew any defective stores, such replacement or renewal shall be made by Supplier forthwith without any extra costs to National Coir Research & Management Institute (NCRMI).
- 10.11 In case the Supplier fails to rectify any defect noticed during the guarantee period, the same will be rectified by the National Coir Research & Management Institute (NCRMI) at the Supplier's risk and cost.

11. SYSTEM TESTS/START-UP (PRE - COMMISSIONING)

- 11.1 The machines shall be test run in the presence of NCRMI representative to confirm the capacity, quality standards and smooth operation.
- 11.2 Start-up (Pre-commissioning) of the equipment would be carried out under the supervision of the Institute. The Contractor shall furnish, as part of his work on round-the clock basis, skilled personnel and supervision, to carry out the same. The number and category of skilled personnel to be deployed by the Contractor shall be to the satisfaction of the Institute. All tools and tackles shall be provided by the Contractor along with the skilled personnel. Defects noted during these tests shall be rectified by the Contractor at his own cost.

12. FINAL TAKING OVER

Before final taking over, the Contractor shall have complied with each of the following requirements.

- a. The supplies shall have been completed in all respects in accordance with

contract documents/work order.

b. Any defects/malfunctioning which may have become apparent during trials and commissioning shall have been rectified to the satisfaction of the Institute.

c. The Contractor shall arrange for the inspection by statutory authorities wherever necessary statutory clearance rests with the Contractor.

13. GUARANTEE-RUN AND GUARANTEE PERIOD

a. Three months guarantee run to assure the quality, performance and to attend to the initial trouble shooting shall be arranged by the supplier. Operational problems noticed during this period shall be attended to by the supplier at his cost. Responsible personnel from the supplier shall be present at all times during the period of guarantee run. Operating personnel, raw materials and utilities will be arranged by the Institute.

b. The guarantee shall commence from the date of certificate of final taking over and shall be valid for a period of twelve calendar months.

c. The Contractor would be required to give a performance guarantee for the item of machinery supplied and tested as is applicable in each case (for due performance, quality of material used, design, fabrication, erection etc;)

d. In respect of machineries/component renewed under the term of guarantee, the period of guarantee for such items shall be extended to six months from the date of renewal or to the end of guarantee period, whichever is later.

14. TRAINING OF OPERATORS & TECHNICAL DOCUMENTS

a. The tenderer shall supply 2 copy each the Operating (Instruction) Manual and Maintenance Manual to assist the Institute in carrying out the regular operation and maintenance activities. Any special precaution/operating instructions shall be emphasized, and pointed out to the Institute, viz. safety precaution etc.

b. Training to operate the machinery shall be provided to the operators of the Institute by the tenderer. This shall be done during pre-commissioning and guarantee-run period. This is arranged so as to enable the operating personnel recruited by the Institute to carry out the regular operation of the equipments.

15. PAYMENT TERMS

The payment terms for the supply and installation work shall be as detailed below:

1. No advance payment shall be made under any circumstances.
2. 10% of the quoted amount shall be retained by NCRMI as security deposit

which will be released after one year from the date of successful installation of equipment.

3. Payment shall be made after,
 - a. Supply, installation, commissioning and after the successful demonstration of all performance guarantee parameters and
 - b. Submission of performance guarantee.

16. LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF THE SUPPLY AND ERECTION WORK

If the Supplier fails to fulfil his contractual obligations within the time fixed, he shall be liable at the discretion of National Coir Research & Management Institute (NCRMI) to an unconditional and agreed liquidated damages of ½ % (one half of one per cent) of price per week reckoned on the contract value subject to maximum of (5%) five percent of the contract value. The liquidated damages shall not however apply if the delays in delivery are due to a force majeure.

17. TIME OF COMPLETION AND FORCE MAJEURE

The time stipulated for despatch, delivery, or completion as the case may be, starts from the day the Contractor receives the National Coir Research & Management Institute (NCRMI) letter of acceptance or from any other date specifically stipulated in the contract agreement. Should progress or delivery be delayed by strikes, lockouts, fire, accidents, or any cause whatsoever beyond the control of the Contractor, a reasonable extension of time shall be granted. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six months, the two parties shall consult each other regarding the further implementation of the contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of three months from the expiry of the six months referred to above, the contract shall be deemed to have expired at the end of the said three months referred to above. The above-mentioned expiry of the contract will imply that both the parties have the obligation to reach agreement regarding the winding up and financial settlement of the contract.

Note:

Any other terms & conditions which are not made available in this Tender document or in General conditions of contract as above but is applicable to contracts of similar nature shall also form part of this contract.

AGREEMENT

Articles of agreement executed on this the day of
..... between the Director, National Coir Research and
Management Institute (hereinafter referred to as “Director, NCRMI”) on the one part
and

Shri..... (H.E. name and
address of the tenderer) (hereinafter referred to as “the bounden” on
the other part.

WHEREAS in response to the notification No. dated
bounden has submitted to the Institute a tender for the specified
therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Institute a sum of Rs..... as
earnest money for the execution of an agreement undertaking the due fulfillment of the contract in
case his tender is accepted by the Institute.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Institute and the contract for
..... is awarded to the bounden, the bounden shall within
days of acceptance of his tender, execute an agreement with the Institution incorporating all the terms
and conditions under which the Institution accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Institute shall have power and authority to recover from the bounden any loss or damage caused to the Institute by such breach as may be determined by the Institute by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the Institute under by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner the Institution may deem fit.

In witness whereof Shri.
(H.E. name and designation) for and on behalf of the Director, National Coir Research and Management Institute and Shri the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date)
in the presence of witnesses:

1.
2.

Signed by Shri (date)
in the presence of witnesses:

1.
2.

MANUFACTURER'S AUTHORISATION FORM

To,

The Director
National Coir Research & Management Institute (NCRMI)
Kudappanakkunnu,
Thiruvananthapuram – 695 043

Sir,

I/Weas established and reputable manufacturers of
.....having factories
at.....and.....do hereby authorize
Ms/.....
(Name and address of the Supplier) to bid, and finalize the Contract with you against *Tender No.*
NCRMI/R&D/GTDP/14 dated 28.10.2014 for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per of the Instructions
to Tenderers for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully

(NAME)

For and on behalf of M/s.....

(Name of Manufacturer)

NOTE: This letter of authority should be on the Letter Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the Manufacturer.

ACCEPTANCE LETTER

Note: Tenderers are required to furnish this Form in the Letter Head filling all the blank spaces.

To,

The Director
National Coir Research & Management Institute (NCRMI)
Kudappanakkunnu, Thiruvananthapuram – 695 043

Dear Sir,

We hereby unconditionally accept the Tender terms and condition in its entirety for *Tender No.* NCRMI/R&D/GTDP/14 dated 28.10.2014.

We also confirm that payment of EMD has been made.

Date:

*Signature of the Tenderer
with Rubber Stamp*

DECLARATION FORM

Note: - *(Tenderers are required to furnish this form in the letter head filling all the blank space)*

To

The Director
National Coir Research & Management Institute (NCRMI)
Kudappanakkunnu, Thiruvananthapuram – 695 043

Declaration

I/We hereby declare that I/We read and understood the terms and conditions of Contract, Specification, etc and hereby agree to abide by them. In token of acceptance of this, I/We am/are signing each page of this tender document. I/WE also understand that otherwise this tender is liable to be rejected.

I/We hereby confirm that only the relevant entries asked for have been made within the tender documents issued to us. I/We also confirm that in the event of any entry in this tender documents, other than the relevant entry, shall make this tender invalid

Date:

*Signature of the Tenderer
with Rubber Stamp*

Technical Specification

1. Bump Integrator

Bump Integrator with facility to set length level from 50 meters to 9.999 K.M. It should give reading of length and bumps at a pre-set length automatically. Suppose we set length setting at 50 meter reading, Monitor will display reading of Bumps and wheel revolution as under. Monitor provided with two display counters only. No need to change over any switch while testing. Monitor should give sound after change of reading. First reading will display till next is coming.

Length in K.M.	Bump in C.M.
05.100	000016
05.100	000015
05.100	000017
05.100	000018
000.100	000018

An additional facility to define the category of Road as per the defined bins of good, fair, poor and very poor and corrected Unevenness Index Value (centimetre / kilometre formula)

Print out Format :-

DD/MM/YY	HH/MM	SECTION NO.
Preset Length	Bumps	Length in Meters

Corrected Unevenness index Speed of Unevenness

Road Category

Optional Wheel Pair

2. **Modified Roughness Indicating Machine (MERLIN)**
3. **Benkelman Beam** with Digital Dial Gauge in Wooden Carrying Case (as per IRC:81)
4. **Pavement Dynamic Cone Penetrometer** - 60° Cone, Extension Rod

