



THE INDCOSERVE

Tamil Nadu Small Tea Growers' Industrial Cooperative Tea Factories' Federation Limited,
IND.No.695 (INDCOSERVE)

SHORT NOTICE RE-TENDER

TENDER DOCUMENT

**FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF
COLOUR SORTER AT MERCUNAD INDCO TEA FACTORY IN THE
NILGIRIS DISTRICT**

Issued by

The INDCOSERVE, Coonoor (Tender Inviting Authority)
No.35, Church Road, Coonoor – 643 101 – The Nilgiris – Tamil Nadu
www.indcoserve.com

Date of Publication: 24th April, 2022

Tender Reference No.: Rc.No. 587/C/2021

Signature of the Bidder with Company Seal

Bid Information Sheet

1	Name of the Work	Supply, Installation and Commissioning of Colour Sorter in Mercunad Indco Tea Factory in the Nilgiris District
2	Bid Reference Number	587 /C/2021
3	Earnest Money Deposit	Amount of the tender Earnest Money Deposit – Rs. 57,000/- (Rupees Fifty Seven Thousands only)
4	Bid processing fee (Tender Document Cost)	Rs.2,360/- (Rupees Two Thousand Three Hundred and Sixty only) Inclusive of GST Non-refundable- in the form of Cash or Demand Draft only
5	Name and contact details of Tender Inviting Authority (TIA)	The General Manager, INDCOSERVE, No.35, Church Road, Coonoor 643 101, The Nilgiris. Phone: +91-423-2239509 Mobile: +91-94437-31821 Email: gm@indcoserve.com
6	Last date and time for obtaining Tender	Upto 01.00 PM on 04.05.2022
7	Date/Time of Pre-bid meeting and Venue	02.05.2022 at 11:00 AM Office of the INDCOSERVE, No.35, Church Road, Coonoor 643101, The Nilgiris
8	Site Visit	Site visit shall be permitted for interested bidders upto 02.05.2022 . Those interested bidders should send a mail at gm@indcoserve.com
9	Method of selection	Two bid system 1. Technical Bid 2. Financial Bid
10	Last date and time for submission of bids (Bid due date)	On or before 01.30 PM on 04.05.2022
11	Bid validity	180 days from the date of Opening of Financial Bid
12	Mode of submission of bids	Sealed Cover - Through Post / Courier / In person
13	Address for submission of Bids	The General Manager INDCOSERVE No.35, Church Road Coonoor 643 101 The Nilgiris
14	Date and time of opening of technical bid	04.05.2022 at 03.30 PM

15	Date and time of opening of financial bids	Will be informed later to the Technically Qualified Bidders only.
16	Issue of Award of Contract (AoC)	Will be informed later
17	Acceptance of AoC by the bidder	7 days from the date of receipt of AoC from the Tender Inviting Authority
18	Signing of Contract	3 days from the date of receipt of acceptance of AoC from the Successful Bidder

Disclaimer

The purpose of this TENDER DOCUMENT is to provide interested parties with information that may be useful to them in the formulation of their bids. This tender document however is not an agreement.

While reasonable care has been taken in providing information in this TENDER DOCUMENT, the bidders are advised to carry out their independent due diligence and risk assessments through site visits to the factory before submitting their bid to this TENDER DOCUMENT.

The information contained in this TENDER DOCUMENT is subject to updation, expansion, revision and amendment prior to the last date of submission of the bids at the sole discretion of THE INDCOSERVE for which THE INDCOSERVE shall provide adequate time as the case may be for the submission of bids.

THE INDCOSERVE makes no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER DOCUMENT.

Chapter-1: INVITATION TO BIDS

Sealed Tenders superscribed as "Tender for supply, installation and commissioning of Colour Sorter in Mercunad Indco Tea Factory Ltd., in the Nilgiris District are invited, subject to the following conditions so as to reach this office on or before **01.30 PM on 04.05.2022.**

All the relevant timelines and due dates are mentioned in the Tender Information Summary. Bids received after the deadline will not be considered and will be summarily rejected.

Chapter-2: GENERAL CONDITIONS

2.1 ELIGIBILITY FOR PARTICIPATION IN THE TENDER:-

<u>Sl.No.</u>	<u>Eligibility Criteria</u>	<u>Documents to be enclosed</u>
1	A Company / Partnership Firm/ Proprietorship Firm with a valid registration under appropriate Acts notified under Government of India/ Government of Tamilnadu / Any other State Governments.	Relevant Registration Documents shall be enclosed.
2	Bidder should be a manufacturer / Authorised Dealer / Authorised Supplier of Colour Sorting Machines having its own manufacturing unit in India or in any Foreign Country	Certificate of Dealership/ Authorized Supplier
3	Annual turnover of not less than Rs.25.00 lakhs (Rupees Twenty Five Lakhs only) in each of the five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.	Certificate from statutory auditor specifying the turnover of the bidder in last 5 (five) financial years, i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 as in Annexure -I
4	The bidder should have a valid GST Registration.	Valid GST Registration Certificate
5	The Bidder should have manufactured and supplied at least 2 Nos. of 'Colour Sorters' in the past 5 years i.e. 2015-2016, 2016-17, 2017-18, 2018-19 and 2019-20 to Tea Factories in India.	Work Completion Certificates from Client with date of Completion and Seal (with contact details).
6	The bidder should have filed the Income Tax Returns (ITR) for the last five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20	Income Tax Return Statements for the last five years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 and Audited Financial Statements (AFS) of the bidder for the FY 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20

7	The Bidder should not be blacklisted or debarred or banned from participating or carrying out business with the "INDCOSERVE" or the Government of India / Government of Tamil Nadu or any other State Government or Tea Board of India	Duly filled Self Declaration duly attested by the Notary Public as in Annexure-II
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The Bidder who satisfies all the above eligibility criteria should apply along with list of enclosures as documentary proof. Tenders furnished by firms who do not satisfy any of the above condition will not be considered and shall be summarily rejected and shall not be taken up for further evaluation. The Tender Inviting Authority reserves the right to call for any additional documents from the Bidders.

2.2 Pre-Bid Meeting for clarifications

There shall be a pre-bid meeting on **02.05.2022 at 11.00 AM** at office of the INDCOSERVE, Coonoor. Bidders who are intended to seek for any clarifications with regard to this tender can participate in the pre-bid meeting. Clarifications can also be sought over e-mail by writing to gm@indcoserve.com. Clarifications sought after **03.05.2022** will not be entertained.

2.3 Procedure for Submission of Bids

- i) This Tender document consists of 'TECHNICAL BID' in Schedule-I and 'FINANCIAL BID' in Schedule-II
- ii) The bidder should carefully fill-up the Technical Bid as in Schedule-I wherein each page should be signed by the Authorized Signatory. The completely filled in Technical Bid along with necessary documents and this Tender document duly signed should then be separately sealed in a cover superscribed as **"The Technical Bid for the Supply, Installation and Commissioning of Colour Sorter at Mercunad Indco Tea Factory in the Nilgiris District"**.
- iii) Similarly, the bidder should carefully fill-up the Financial Bid as in Schedule-II wherein each page should be signed by the Authorized Signatory. The completely filled in Financial Bid should then be separately sealed in a cover superscribed as **"The Financial Bid for the Supply, Installation and Commissioning of Colour Sorter at Mercunad Indco Tea Factory in the Nilgiris District"**.

- iv) The bidder shall then proceed to deposit the sealed Technical Bid envelop and the Sealed Financial Bid envelop in one “Master Envelop” which shall then also be sealed and superscribed as **“Bid for the Supply, Installation and Commissioning of Colour Sorter at Mercunad Indco Tea Factory in the Nilgiris District”**.
- v) Bidder shall ensure that the TENDER DOCUMENT along with all documents reach the office of “INDCOSERVE” well within the date and time and only through the mode of submission as given in Bid Information Sheet of the TENDER DOCUMENT.
- vi) Interlineations, erasures, or overwriting should be avoided. However, if any such occurrence, it will be valid only if they are signed by the authorized signatory of the Bidder.
- vii) Bidders are requested to go through the instructions provided in the TENDER DOCUMENT carefully and submit the required information without exception to avoid the risk of rejection of Bids.

2.4 Preparation of Financial Bid

*The Bidders shall take notice that the Tender Inviting Authority shall consider only the **total amount** to rank the qualified bidders as L1, L2, so on. The Tender Inviting Authority shall not consider the rates quoted against each factory for ranking.*

1. The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the “INDCOSERVE” shall be in English.
2. The rate quoted shall be inclusive of supply of required machineries and materials, erection and commissioning of concerned machinery/civil works and training to the staff of the factory (including obtaining of all statutory permissions / certificates from concerned Government Department / Institutions etc.).
3. The rate quoted shall be inclusive of design, drawing, required machineries and materials & forwarding charges, loading / unloading charges, handling charges and any other incidental charges thereto, F.O.R. destination to the respective site locations of Mercunad Industrial Cooperative Tea Factory of INDCOSERVE located in the Nilgiris District (as mentioned in the Annexure-III) and **excluding GST**. The applicable

rate of GST for each item and value of GST should be mentioned separately as provided in the Financial Bid form.

4. The rate shall be inclusive of **all necessary labour charges and such associated Civil and Electrical works, etc.** as may be required in connection with the erection, testing and commissioning of all machinery. The Tenderers must visit the proposed site locations to ascertain/calculate the actual requirement of all the related/associated civil and electrical works and also measure the area to carry out the supply / erection / testing and commissioning of machinery before submitting their bids.
5. The rates shall be written both in figures and words legibly. Corrections if any shall be made out by crossing out, initialling, with date & rewriting and overwriting if any, shall also be authenticated by the signature of the authorized signatory signing this tender document. If the tenderer does not authenticate the correction of the errors, such Bids will be rejected.

2.5 EARNEST MONEY DEPOSIT

A. Earnest Money Deposit (EMD)

- i) An EMD in the form of a Demand Draft from scheduled/ commercial bank of the value **Rs. 57,000/- (Rupees Fifty Seven Thousands only)** shall be submitted in favour of "THE INDCOSERVE" payable at Coonoor.
- ii) The Demand Draft should be valid for 180 days beyond bid validity period from the last date of submission of the bid. The hard copy of the original instrument in respect of EMD must be submitted at the address of the Tender Inviting Authority as part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
- iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid. Failure to submit such details will lead to treating their bid as normal bid and will be treated as non-responsive on the basis of non-payment of EMD.
- iv) Bids not accompanied with EMD shall be rejected as non-responsive.

- v) The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
- vi) The bank details of “INDCOSERVE” are
- Account Number – 463363717
 - Account Type – Current Account
 - A/c Holder – THE INDCOSERVE
 - Bank Name – Indian Bank
 - Branch name – Coonoor
 - IFSC code – IDIB000C033

B. Forfeiture of EMD - The entire EMD shall be forfeited by “INDCOSERVE” in the following events:

- (i) If the Bidder varies or modifies its proposal in a manner not acceptable to the “INDCOSERVE” after opening of Bid during the validity period or any extension thereof.
- (ii) If the Bidder tries to influence the evaluation process or canvassing of any kind.
- (iii) If the Bidder/s selected as ‘Approved Supplier’ chose to withdraw the Bid before the finalization process.

C. EXEMPTION FROM DEPOSIT OF EARNEST MONEY DEPOSIT (EMD):-

Exemption from remittance of EMD for the units holding UDYOG AADHAR or UDYAM Registration Certificate issued by Department of Industries & Commerce, Government of Tamilnadu or other state Directorate of Industries in India or by National Small Industries Corporation Limited, Government of India etc., will be considered if an attested copy is enclosed along with duly filled in Tender form. Such Bidders must furnish a valid certificate in this regard along with the bid. Failure to submit such details will lead to treating their bid as normal bid and will be treated as non-responsive on the basis of non-payment of EMD.

2.6. Performance Bank Guarantee (PBG)

1. The selected Approved Bidder shall be required to furnish a Performance Bank Guarantee (PBG) **for an amount equivalent to 10% of their total quoted rate inclusive of GST** in the form of Demand Draft / Banker’s Cheque / an unconditional and irrevocable Bank Guarantee from a scheduled / commercial bank in India in favour of “THE INDCOSERVE” valid for a period of 12 months.

2. Performance Bank Guarantee (PBG) shall be submitted by the successful bidder within 7 days of notification of issuance of letter of intent or Award of Contract (AoC).
3. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension, if any given, during execution of the contract including claim period.
4. Performance Bank Guarantee (PBG) would be returned, without any interest, after successful completion of tasks assigned to them and issuance of "Satisfactory Certificate" by the Committee constituted for this purpose, after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.
5. On submission of this Performance Bank Guarantee (PBG) and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned.
6. Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event "INDCOSERVE" may award contract to the next lowest evaluated bidder or invite fresh bids.

2.7 Opening and Evaluation of Bids

A. Opening of Bids

"INDCOSERVE" shall open only the Bids received on or before the Bid Due Date. The Qualified Bids shall be opened as specified in bid information sheet at the address specified below or any other address communicated to the Bidders:

The General Manager

INDCOSERVE

No.35, Church Road

Coonoor 643 101

The Nilgiris

The Bids shall be opened in the presence of the designated representatives of the Bidders.

- i. The names of all Bidders who have submitted Bids will be read out, and other such details as the Tender Inviting Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- ii. The Technical Bids will be opened at the time mentioned in the Tender Information Summary. The Tender Inviting Authority will prepare a record of the opening of

- each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- iii. Once all the Qualified Bids have been opened, they will be evaluated for responsiveness and to determine whether the Bidders satisfy the Eligibility Criteria. The procedure for evaluation of the Qualified Bids is set out at Clause 2.7.B.
 - iv. The Technically Qualified Bidders only will be informed of the date, time and place for the opening of their Financial Bids.
 - v. The Financial Bids of only the Technically Qualified Bidders will be considered for opening on the date intimated to the Qualified Bidders. The Financial Bids will be opened in the presence of the representatives of the Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids. The procedure for evaluation of the Financial Bids is set out at Clause 2.7.C.
 - vi. Bidders are advised that the qualification of Bidders and evaluation of the Bids at both Technical bid and Financial bid stages will be entirely at the discretion of the Tender Inviting Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection process or selection will be given.
 - vii. Any information contained in any Bid will not in any manner be construed as binding on the Tender Inviting Authority, its agents, successors or assignee(s); but will be binding on the Bidder.

B. Evaluation of Technical Bids

- (i) The Technical Bids will first be evaluated for responsiveness to the TENDER DOCUMENT. The tests of responsiveness are set out as below:
- (ii) The Technical Bid is required to be an un-priced proposal to establish that the Bidder satisfies the Eligibility Criteria. If the Technical Bid contains any financial or other commercial information, such Bid shall be rejected as being non-responsive.
- (iii) If any Technical Bid (including any of the documents required to be submitted as part of the Technical Bid) is found as below, then such Bid shall be deemed to be substantially non-responsive and summarily rejected:

- Not complete in all respects (i.e., either that the Bid does not contain all the documents that are required or any such document does not contain the information required by the BID DOCUMENT); or
 - Not duly signed by the authorized signatory of the Bidder in all pages of the tender document (i.e., either that the Technical Bid or any document is not signed or if the authorized signatory has not duly authorized anyone to sign the Bid on behalf of the Bidder); or
 - Not in the prescribed formats; or
 - Contains any material deviations, conditions or reservations
- (iv) “INDCOSERVE” reserves the right to reject any Bid which is substantially non-responsive and no request for alteration, modification, substitution or withdrawal by the Bidder shall be entertained by the “INDCOSERVE” in respect of such Technical Bid. Before exercising its right to reject any Technical Bid which is substantially non-responsive, the Tender Inviting Authority reserves the right to, but is under no obligation to, seek clarifications from the Bidder in respect of its Technical Bid.
- (a) The Tender Inviting Authority shall not entertain any request for alteration, modification, substitution or withdrawal in respect of any Technical Bid that it finds to be substantially non-responsive.
- (b) The Tender Inviting Authority will further evaluate only those Technical Bids that are found to be responsive, to determine whether such Bidders satisfy the Eligibility Criteria and the Qualification Criteria.
- (c) In order to determine whether a Bidder that has submitted a responsive Bid satisfies the Eligibility Criteria the Tender Inviting Authority will examine and rely on the documents submitted by the Bidder as part of its Technical Bid. The Tender Inviting Authority will have the right, but no obligation, to seek additional information or documents from the Bidder.
- (d) The Tender Inviting Authority will have the discretion to construe the information provided in the Bid and any additional information provided by the Bidder or obtained pursuant to an independent verification in such manner as it deems fit.
- (e) After completion of the evaluation of the Bids, the Tender Inviting Authority will inform results of the evaluation of Technical Bids, through appropriate

channel, and notify Qualified Bidders of the date, time and place of evaluation of the Financial Bids for the supply of machineries.

- (f) The Financial Bids of those Bidders who are not declared as Qualified Bidders shall not be opened by the Tender Inviting Authority.

C. Evaluation of Financial Bids

- (a) Upon opening of the Financial Bids of the Qualified Bidders, "INDCOSERVE" will first evaluate the Financial Bids for responsiveness to the BID DOCUMENT. If any Financial Bid is found as below, then such Bid shall be deemed to be substantially non-responsive and summarily rejected:
- not complete in all respects;
 - contain any material deviations, conditions or reservations
 - A substantially non-responsive Financial Bid shall be rejected outright. "INDCOSERVE" shall not seek or receive any clarifications on or modifications to the Price quoted by the Bidder. The Tender Inviting Authority shall not entertain any request for alteration, modification, substitution or withdrawal in respect of any Financial Bid that it finds to be substantially non-responsive.
- (b) The Tender Inviting Authority will further evaluate only those Financial Bids of Qualified Bidders that have been found to be substantially responsive.
- (c) For the evaluation of the Financial Bids, the Tender Inviting Authority will follow the procedure set out below for selecting the Approved Bidder for the execution of works
- (d) The Tender Inviting Authority shall first tabulate the Price quoted by each Qualified Bidder that has submitted a substantially responsive Financial Bid for the Execution of works.
- (e) In the course of tabulation, the Tender Inviting Authority shall check for arithmetical errors in each Financial Bid being evaluated. Arithmetical errors will be rectified by the Tender Inviting Authority on the following basis: (i) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; (ii) if there is an error in a total corresponding to

the addition of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (f) if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- (g) The amount stated in the Financial Bid will be adjusted by the Tender Inviting Authority in accordance with the above procedure for the correction of errors and, with the concurrence of the Qualified Bidder, shall be considered as binding upon the Qualified Bidder. If the Qualified Bidder does not accept the corrected amount, the Financial Bid will be rejected, and the EMD of the Qualified Bidder shall be forfeited.
- (h) Once the Price quoted by the Qualified Bidders in their substantially responsive Financial Bids has been corrected and tabulated, the Tender Inviting Authority shall rank the Qualified Bidders based on the Price determined and tabulated by the Tender Inviting Authority. The Qualified Bidder that has quoted the lowest rate will be ranked as L1; the Qualified Bidder that has quoted the second lowest rate will be ranked as L2 and so on.
- (i) The Qualified Bidder that is ranked L1 will be the Lowest Bidder and shall ordinarily be selected as the Approved Bidder. However, the Tender Inviting Authority reserves the right to finalize the approved bidder based upon an overall assessment of both Technical and Financial Bids.
- (j) If two or more Qualified Bidders have been ranked L1 then the Qualified Bidder that has demonstrated the highest average of turnover for the last three Financial Years, i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20, shall be ranked as the Winner.
- (k) If the Lowest Bidder withdraws or is not selected for any reason in the first instance, the Tender Inviting Authority may invite the Qualified Bidder ranked L2 to revalidate or extend its EMD, as necessary, and select such Qualified Bidder as the Approved Bidder by either asking them to match the rates quoted by the L1 or as per the rates quoted by them subject to justification.

(I) Document Check List

Sl. No.	Detailed description	Compliance (Yes / No)	Remarks if any
Technical Bid			
Signed Copies of supporting documents			
1	Cover Letter on the letterhead of the bidder in Given Format		
2	Cost of Tender Document		
3	Earnest Money Deposit (EMD)		
4	Certificate of Registration/ LLP/ Proprietorship, whichever applicable		
5	Certificate from statutory auditor of the Company specifying the average turnover of the bidder in last 5 (five) financial years, i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 as in Annexure-I		
6	Client List, i.e. List of Tea Factories in India to which the Tea Colour Sorters are supplied in the past 5 years i.e. 2015-2016, 2016-17, 2017-18, 2018-19 and 2019-20		
7	Document relating to Experience Certificates from the clients to whom the supplies were undertaken in the past 5 years i.e. 2015-2016, 2016-17, 2017-18, 2018-19 and 2019-20.		
8	Valid GST Registration Certificate		
9	Audited Financial Statements of the bidder of last financial years 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20		
10	Duly filled Technical Specifications and Quality Assurance- Compliance as in Annexure-V		
11	Duly filled Self Declaration duly attested by the Notary Public as in Annexure-II		
12	Certified copies of the Income Tax Returns filed by the entity for the past five financial years, i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20		
13	Authorization letter from the company for the signatory.		
“Financial Bid”			
Signed Copies of following documents			
1	Cover Letter		
2	Filled in Financial Bid in the prescribed format		

2.8 Right to Accept / Reject the Bid / Annul the Tender Document

“INDCOSERVE” reserves the right to accept or reject any Bid and to annul the TENDER DOCUMENT process and reject all such bids at any time prior to award of

contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The “INDCOSERVE” reserves the right to reject incomplete or incorrect bids.

2.9 Bid Validity:

Bids must remain valid for 180 days from the date of opening of financial bids and the successful price bid shall be valid for a period of 1 year from the date of signing of contract and no escalation in the rates shall be considered by the INDCOSERVE.

2.10 Disqualification

“INDCOSERVE” has the sole discretion to disqualify any Bid and at any time during the evaluation of application, if the applicant:

- (a) Submitted the application after the response deadline
- (b) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- (c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- (d) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (e) Failed to provide clarifications related thereto, when sought;

Chapter- 3: Scope of Works

The factory to which the Supply, Installation and Commissioning of Colour Sorter is to be supplied, installed and commissioned is mentioned below.

Sl. No.	Name of the Factory	Location	Details of work to be executed
1	Mercunad Indco Tea Factory Limited	Thangadu Oranalli Post The Nilgiris	Supply, Installation and Commissioning of 1 No. of Colour Sorter.

The Detailed Technical Specifications for the Supply, Installation and Commissioning Colour Sorter are enclosed in the Annexure -IV of this Tender Document.

1. The Bidder will have to bid for the Supply, Installation and Commissioning Colour Sorter in the factory as mentioned above. Those bidding for part of the works will be disqualified.
2. On receipt of the AoC from the "INDCOSERVE", the "Approved Bidder" should ensure that the machinery/materials for associated civil works are delivered and commissioned at respective Industrial Co-operative Tea Factory of INDCOSERVE located in the Nilgiris District within 180 days from the date of issuing of AoC.
3. The said work is to be carried out in specified time frame at the awarded factory' site by the "Approved Bidder" without any compromise.
4. The "Approved Bidder" shall carefully go through all the Clauses of this TENDER DOCUMENT.
5. If the "Approved Bidder" fails to execute the work on receipt of AoC within 180 days or any such extended time duly agreed / accepted by the Tender Inviting Authority, the "INDCOSERVE" reserves the right to cancel the AoC or the "INDCOSERVE" reserves the right to execute the work from any other source and the loss sustained on such work will be collected from the "Approved Bidder" apart from the forfeiture of EMD/Performance Bank Guarantee (PBG). Similarly, if any complaint is received from the Mercunad Indco Tea Factory on the quality of the machinery and associated Civil and Electrical works or of any malpractice or manipulation by the Approved Bidder, the "INDCOSERVE" reserves the right to cancel the contract of the Bidder and their EMD / Performance Bank Guarantee (PBG) will be forfeited.

6. Machinery supplied and their parts thereof should be of ISI standard and no sub-standard materials are to be used under any stage of work. A committee would be constituted by the “INDCOSERVE” to inspect the stages of installation of new machinery and completion and commissioning of such machinery undertaken by the Approved Bidder and for its genuineness. If non-standard materials are found used by the Approved Bidder, the “INDCOSERVE” reserves the right to direct the Approved Bidder for replacement with original machinery/spares at their own cost, failing which the “INDCOSERVE” reserves the right to replace the said sub-standard materials from any other source from the open market and the loss, sustained on such replacement will be made good from the Approved Bidder apart from the forfeiture of Earnest Money Deposit / Performance Bank Guarantee (PBG). The cost of such materials may also be adjusted against their pending bills for payment and / or by imposing penalties as may be decided by the IND COSERVE.
7. The required drawings will be prepared by the Approved Bidder in coordination with “INDCOSERVE” officials and have to get the same approved from “INDCOSERVE”.
8. All material and labour whether specifically mentioned or not in the TENDER DOCUMENT shall be provided by the Approved Bidder for completion of the activities described in the TENDER DOCUMENT. The scope of work shall be in general but not limited to that only. Any other work required for completion & commissioning of Supply, Installation and Commissioning of Colour Sorter, whether specifically mentioned or not in the TENDER DOCUMENT is covered in the scope of this work and has to be carried out by the Approved Bidder.
9. **Payment Schedule:**
Payment to the Approved Bidder will be released by the IND COSERVE as per the schedule mentioned below:

Sl. No.	Execution of work	Release of Funds (in %)
1	Issuance of Award of Contract (AoC)	Nil

2	Acceptance of AoC by the Approved Bidder	Nil
3	Signing of contract and submission of PBG	30%
4	On completion of 30% of the Supply, Installation and Commissioning Colour Sorter	30%
5	On completion of next 30% of the Supply, Installation and Commissioning Colour Sorter	30%
6	On completion of the Supply, Installation and Commissioning of Colour Sorter by commissioning and handover and on receiving the 'Satisfactory Performance Certificate' form the designated Committee appointed by the Indcoserve	10%
7	Total	100%

10. The Approved Bidder will obtain and maintain all necessary statutory approvals/ licenses as may be required for the purposes of this Agreement as per the applicable laws before start of work and wherever required during the term of this Agreement within the quoted rates. The Approved Bidder will do all liasoning work to obtain the required statutory approvals which will be his sole responsibility. "INDCOSERVE" will not provide or reimburse any additional costs in this regard.
11. In case of non-availability of any specification or any over-lapping provisions, non-clarity on any issue, applicability of particular provisions out of above, the same shall be carried out with sound engineering practice as decided by the "INDCOSERVE" without additional cost implications beyond the quoted rate(s).
12. **Inspection of the progress of work by INDCOSERVE:**
The "INDCOSERVE" may like to inspect any machinery/material at the manufacturer's factory before dispatch at site. The Approved Bidder will inform "INDCOSERVE" of the work in writing before delivery of major items at site and will give an inspection call to "INDCOSERVE" 15 days before dispatch for factory inspection of the same by "INDCOSERVE". The decision to carry out the inspection or ask the approved Bidder to proceed with the delivery will rest with the INDCOSERVE.

13. The Approved Bidder shall have to attend all the meetings at his own cost with “INDCOSERVE”, or Committee of “INDCOSERVE” during the tenure of the contract. The Approved Bidder shall fully cooperate with such personnel and agencies involved during these discussions. Approved Bidder shall appoint single point of contact for all communication and coordination with “INDCOSERVE” during the tenure of contract. During the execution of the work, Approved Bidder shall submit at his own cost a detailed bi-monthly progress and program report which shall be approved by the “INDCOSERVE” from time to time.
14. **The successful bidder will submit to “INDCOSERVE” an irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 10% of their total quoted rate inclusive of GST before 7 days from the date of signing of Contract.**

Chapter-4: General Conditions of Contract

1. Law Governing Contract

“This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of Government of Tamil Nadu. The bidder and the vendor in the provision of Government of Tamil Nadu and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Approved Bidder contravenes any provisions of Government of Tamil Nadu and the regulations framed there under, as applicable to the services rendered under this TENDER DOCUMENT/Contract, the Approved Bidder shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this TENDER DOCUMENT/contract.”

2. Notices

(a) Any notice, request or consent required or permitted to be given or made pursuant to this Tender Document shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as below.

**The General Manager
INDCOSERVE
No.35, Church Road
Coonoor 643 101
The Nilgiris**

(b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified above.

3. Location

Location of the Mercunad Indco Tea Factory of INDCOSERVE is as detailed below:

Sl. No.	Name of the Factory	Location
1	Mercunad Indco Tea Factory Limited	T.Oranalli Post

4. Authorized representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Approved Bidder may be taken or executed by the authorized officials.

5. Taxes and Duties

- (a) The Approved Bidder and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Government of Tamil Nadu.
- (b) The Approved Bidder may be subject to taxes, such as, but not limited to GST payable by the “INDCOSERVE” under the Contract. The quoted cost in the financial bid shall be exclusive of GST and the GST shall be quoted separately.
- (c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the TIA/Approved Bidder as the case may be.

6. I. Fraud & Corruption

The Approved Bidder and their respective officers, employees, contractors, agents and advisors shall observe the highest standard of ethics during the Selection process and subsequently if nominated as Approved Bidder, after the issue of the AoC and during the subsistence of the Contract. Should any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice, obstructive practice, undesirable trade practices of any kind come to the knowledge of the “INDCOSERVE” it will in the first place allow the Approved Bidder to provide an explanation along with proof. “INDCOSERVE” shall take action if it is not satisfied with the explanation received. In this case, Contract with Approved Bidder will be terminated, and its performance bank guarantee will be forfeited.

II. Definitions:

It is the Tender Inviting Authority’s policy to require that the “INDCOSERVE” as well as Approved Bidder observe the highest standard of ethics during the selection and execution of such contracts. The “INDCOSERVE” also requires that the Approved Bidder does not demand any service charges from the IND COSERVE unless the same is agreed with the “INDCOSERVE” in advance. In pursuance of this policy, the “INDCOSERVE” defines, for the purpose of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Tender Inviting Authority;
 - iii. “collusive practices” mean a scheme or arrangement between two or more bidders, with or without the knowledge of the “INDCOSERVE”, designed to establish prices at artificial, non-competitive levels;
 - iv. “coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - v. “unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- III. The “INDCOSERVE” may terminate the contract if it determines at any time that representatives of the ‘SUPPLIER’ were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of this contract.
- IV. If any complaint is received from any of the INDCOSERVE Tea Factories on the quality of the machinery and associated Civil and Electrical works or of any malpractice or manipulation by the ‘SUPPLIER’, the “INDCOSERVE” reserves the right to cancel the contract of the tenderer and their EMD / Performance Bank Guarantee (PBG) will be forfeited.
- V. If ‘INDCOSERVE’ cancelled the contract, the ‘SUPPLIER’ shall remove the machine at their own cost within seven days. If not taken away, the ‘SUPPLIER’ will be charged for all expenses for such removal.

7. Measures to be taken by the Tender Inviting Authority

The “INDCOSERVE” may terminate the contract if it determines at any time that representatives of the Approved Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

8. Interpretation

In this Contract unless a contrary intention is evident:

- i. the clause headings are for convenient reference only and do not form part of this Contract;
- ii. unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
- iii. unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- iv. a word in the singular includes the plural and a word in the plural includes the singular;
- v. a word importing a gender includes any other gender;
- vi. a reference to a person includes a partnership and a body corporate;
- vii. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- viii. where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- ix. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

9. Commencement, Tenure, Completion, Modification & Termination of Contract

1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as mutually agreed in writing by both the parties. The date, the Contract comes into effect is defined as the ‘Effective Date’.

2. Tenure of Contract

- I. The Contract shall normally be valid for a period of 180 days from the Effective Date.

- II. If this Contract does not become effective from the Effective Date, the “INDCOSERVE” through a written notice to the other Party, declare that the offer to sign the contract to be null and void. The “INDCOSERVE” may ask next ranked bidder to sign the contract or may publish new TENDER DOCUMENT. Any costs to be incurred in this regard shall be billed to the account of the ‘APPROVED BIDDER’ as stated above

3. Commencement of Work :-

The approved bidder shall initiate the work immediately after the Effective Date as specified above and comply with the timelines which shall be specified by the INDCOSERVE in writing.

4. Completion of Contract:-

Unless terminated earlier pursuant to conditions of this Contract, the Contract shall expire at the end of such time period, after the Effective Date or after the agreed task has been delivered as mentioned in the Chapter 3 - Scope of Work of this tender document.

5. Transfer of Contract:-

- I. The approved bidder shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.
- II. The approved bidder shall not assign or sub-let the whole or any portion or portions of the Contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the “INDCOSERVE”. The permitted sub-letting of work by the approved bidder shall not establish any contractual relationship between the Sub-approved bidder and the “INDCOSERVE” and shall not relieve the approved bidder from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the approved bidder, his agents, servants or workmen.

6. Modifications or Variations in scope of work:-

- I. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, shall only be made by written agreement between the Parties. However, each Party

shall give due consideration to any proposals for modification or variation made by the other Party.

- II. In cases of any such modifications or variations, required by the 'APPROVED BIDDER', the prior written consent of the "INDCOSERVE" is required.

7. Period of Supply, Installation and Commissioning of Machinery:-

- I. The "APPROVED BIDDER" should ensure that the machinery/materials for associated civil works are delivered and commissioned at respective Industrial Co-operative Tea Factory of INDCOSERVE located in the Nilgiris District within 180 days from the Effective Date.
- II. If the "APPROVED BIDDER" fails to execute the work on receipt of Award of Contract within 180 days or any such extended time duly agreed / accepted by the "INDCOSERVE", then the 'INDCOSERVE' reserves the right to cancel the AoC or the "INDCOSERVE" reserves the right to execute the work from any other source and the loss sustained on such work will be collected from the "APPROVED BIDDER" apart from the forfeiture of EMD/ Performance Bank Guarantee (PBG).
- III. The INDCOSERVE, without prejudice to any other right or remedy available to recover damages for breach of the contract recover from the 'APPROVED BIDDER', liquidated damages including administrative expenses and not by way of penalty, while granting an extension of the delivery period, where the commissioning of machinery or any parts thereof is accepted after expiry of the original delivery period, the INDCOSERVE shall recover from the 'APPROVED BIDDER', the Liquidated Damages a sum equivalent to **0.5 (Half) percent** of the prices of any portion of machinery delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed machinery works. If the delayed goods/unit found vital for the functioning or completion of the entire machinery, then the entire machinery shall consider as delayed machinery for the calculation of Liquidated Damages. The Liquidated Damages shall not exceed the amount stipulated in the contract. After a full period of extension, termination of the contract will be considered by the INDCOSERVE without any notice or compensation to the 'APPROVED BIDDER' thereof.

10. Quality of the Machinery to be supplied:

- I. The 'APPROVED BIDDER' shall supply the Machinery of quality as described in Annexure - IV, as INDCOSERVE has approved and install and commission the same as per Chapter 3 – Scope of Works.
- II. If the 'APPROVED BIDDER' fails to provide quality machinery as described in Annexure – IV and install and commission as provided in Chapter 3 – Scope of Works, the "INDCOSERVE" shall make an assessment regarding the poor quality of machines, the reasons for which shall be recorded in writing. The "INDCOSERVE" may decide to give one chance to the 'APPROVED BIDDER' to improve the quality of the services. The INDCOSERVE shall reject those machinery / works identified as poor quality and terminate the contract, if necessary.
- III. Machinery supplied and their parts thereof should be of ISI standard and no sub-standard materials are to be used under any stage of work. A committee would be constituted by the "INDCOSERVE" to inspect the stages of installation of new machinery and completion and commissioning of such machinery undertaken by the 'APPROVED BIDDER' and for its genuineness. If non-standard materials are found used by the 'APPROVED BIDDER', the "INDCOSERVE" reserves the right to direct the 'APPROVED BIDDER' for replacement with original machinery/spares at their own cost, failing which the "INDCOSERVE" reserves the right to replace the said sub-standard materials from any other source from the open market and the loss, sustained on such replacement will be made good from the 'APPROVED BIDDER' apart from the forfeiture of Earnest Money Deposit (EMD) / Performance Bank Guarantee (PBG). The cost of such materials may also be adjusted against their pending bills for payment and / or by imposing penalties as may be decided by the INDCOSERVE.
- IV. The required drawings will be prepared by the 'APPROVED BIDDER' in coordination with "INDCOSERVE" officials and get the same approved from "INDCOSERVE".
- V. All material and labour whether specifically mentioned or not in the TENDER DOCUMENT shall be provided by the 'APPROVED BIDDER' for completion of works and / or for the commissioning of machinery mentioned in Chapter 3 – Scope of Works. Any other work required for completion & commissioning of Bin Storage Systems, Sifting and Sorting Machineries, whether specifically mentioned or not in the Chapter 3 – Scope of Works is

presumed to be covered in this scope of work and has to be carried out by the 'APPROVED BIDDER'.

11. Warranty: -

- I. The machinery as mentioned in the Chapter 3 – Scope of Works of this contract should be guaranteed by the 'APPROVED BIDDER' for a period of **Twelve Months** from the date of commissioning against any defects, malfunction and breakage.
- II. If any defect in the machinery is found within the warranty period, the same shall be rectified free of cost by the 'APPROVED BIDDER'.
- III. During the warranty period, the 'APPROVED BIDDER' agrees to arrange for backup machine at their cost, if the machine is not working to its offered capacity or malfunctions due to any defect/s of the machine supplied and if it is not resorted to working condition within 7 days. Otherwise, the 'APPROVED BIDDER' is liable for penalty equivalent to the total estimated damages in terms of the production shortfall that INDCOSERVE or INDCO Tea Factory/s may encounter.

12. Performance Bank Guarantee (PBG)

- I. The 'APPROVED BIDDER' shall be required to furnish a Performance Bank Guarantee (PBG) for an amount equivalent to 10% of their total quoted rate inclusive of GST in the form of Demand Draft / Banker's Cheque / an unconditional and irrevocable Bank Guarantee from a Scheduled / commercial bank in India in favour of "THE INDCOSERVE" valid for a period of 12 months within 7 days of notification of issuance of letter of intent or Award of Contract (AoC).
- II. Upon the complete fulfilment of this contract by the 'APPROVED BIDDER' to the satisfaction of the INDCOSERVE, the Performance Bank Guarantee (PBG) shall be released to the 'APPROVED BIDDER', less the amount, if any due from the 'APPROVED BIDDER' to the INDCOSERVE.

13. Safety & Security of Data, Premises, Location/ site

- (a) The 'APPROVED BIDDER' shall not use the information, the name or the logo of the "INDCOSERVE" and or Government of Tamil Nadu except for the purposes of providing the services as specified under this contract.

- (b) The 'APPROVED BIDDER' shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the "INDCOSERVE", without prior written permission from the "INDCOSERVE".
- (c) The 'APPROVED BIDDER' shall follow the Security Guidelines issued by Government of Tamil Nadu.
- (d) The "INDCOSERVE" reserves the right to carry out third party Audits of the 'APPROVED BIDDER' to ensure compliance of stated and implicit requirements
- (e) The rogue behavior of the employees of 'APPROVED BIDDER' shall fall under the 'Unlimited liability' to the 'APPROVED BIDDER'.

14. Equipment & Materials Provided by the 'APPROVED BIDDER'

Equipment or materials brought into India or otherwise by the 'APPROVED BIDDER' and the Personnel employed for the installation and commissioning of Bin Storage Systems, Sifting and Sorting Machineries or any associated works shall remain the property of the 'APPROVED BIDDER' or the Personnel concerned, as applicable.

15. Intellectual Property Rights (IPR)

The intellectual property rights to all the outputs, deliverables, reports involved during the execution of this Contract shall remain the sole property of the 'APPROVED BIDDER' and any omissions/commissions/objections in this regard shall indemnify the 'INDCOSERVE' from any/all obligations including legal proceedings thereto. The 'APPROVED BIDDER' shall submit an undertaking by explicitly clarifying this at the time of commencement of work i.e. Effective Date'

16. Payment:

I.Payment to the 'APPROVED BIDDER' will be released by the INDCOSERVE as mentioned below:

Sl. No.	Execution of work	Release of Funds (in %)
1	Signing of contract and submission of PBG	30%

2	On completion of 30% of the Supply, Installation and Commissioning of 1 No. of Colour Sorter	30%
3	On completion of next 30% of the Supply, Installation and Commissioning of 1 No. of Colour Sorter	30%
4	On completion of the Supply, Installation and Commissioning of 1 No. of Colour Sorter by commissioning and handover and on receiving the 'Satisfactory Performance Certificate' form the designated Committee appointed by the Indcoserve	10%
	Total	100%

II. Payment terms other than above table will not be entertained.

17. Taxes and Duties: -

- I. The 'APPROVED BIDDER' and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Government of Tamil Nadu.
- II. The 'APPROVED BIDDER' may be subject to taxes, such as, but not limited to GST payable by the "INDCOSERVE" under the Contract.
- III. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after the Effective Date, the same shall be passed on to the 'APPROVED BIDDER' as the case may be.

18. Insurance:-

- I. The 'APPROVED BIDDER' shall take and maintain insurance against risks and coverage as per the industry standards and as per the applicable laws at their own cost.
- II. At the INDCOSERVE's request, shall provide evidence to the "INDCOSERVE" showing that such insurance has been taken and maintained and the current premiums have been paid.

The 'APPROVED BIDDER' shall obtain at their expense an Insurance Policy Covering the following risks:

- (a) Works including temporary structures, materials, tools etc., on the site against damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc.
- (b) The workmen employed by the 'APPROVED BIDDER' and who have not been covered under ESI against Workmen Compensation Act and other statutory laws where compensation is payable by the Contractor.

- (c) Expenses to be met towards treatment, hospitalization and medical attention to be rendered to all mankind involved in the execution of the project or otherwise incidental due to injury, accidents, mutual assault, outbreak of diseases, COVID-19 pandemic, etc.
- (d) Damages to property of third parties including neighbouring buildings, etc.
- (e) Any Damages to third parties including the visitors, neighbours and other passers-by against any claim that may arise due to accidents on account of the incidental risks, which may occur during the execution of works, shall be settled by the 'APPROVED BIDDER' at their own cost.

19. Liability and Indemnity: -

- I. The 'APPROVED BIDDER' shall indemnify and keep indemnified the "INDCOSERVE" against all losses and claims for injuries or damage, accident to any persons or any property whatsoever which may arise out of or in consequence of the supply, installation and commissioning and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- II. The 'APPROVED BIDDER' shall directly be liable for any such losses caused due to their act and/omission.

20. Inspection of the progress of work by INDCOSERVE:-

- I. The "INDCOSERVE" may like to inspect any machinery/material at the 'APPROVED BIDDER' location/s before dispatch at site. The 'APPROVED BIDDER' will inform "INDCOSERVE" of the work in writing before delivery of major items at site and will give an inspection call to "INDCOSERVE" 15 days before dispatch for factory inspection of the same by "INDCOSERVE", if required by the latter.
- II. Any Officer/ Committee nominated by the "INDCOSERVE" to inspect the stages of installation of new machinery and completion and commissioning of such machinery undertaken by the 'APPROVED BIDDER' and for its genuineness. If non-standard materials are found used by the 'APPROVED BIDDER', the "INDCOSERVE" reserves the right to direct the 'APPROVED BIDDER' for replacement with original machinery/spares at their own cost, failing which the "INDCOSERVE" reserves the right to replace the said sub-standard materials from any other source from the open market and the loss, sustained on such replacement will be made

good from the 'APPROVED BIDDER' apart from the forfeiture of Earnest Money Deposit / Performance Bank Guarantee (PBG). The cost of such materials may also be adjusted against their pending bills for payment and / or by imposing penalties as may be decided by the INDCOSERVE.

21. Force Majeure

a) Definition

- (1) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (2) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (3) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

b) No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

c) Measures to be taken

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
 - immobilize, or
 - Continue with the Services to the extent possible, in which case the Approved Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to this Contract conditions.

22. Suspension of the Contract :-

The "INDCOSERVE", by written notice of suspension to the 'APPROVED BIDDER', can suspend all payments to the 'APPROVED BIDDER' hereunder if they fail to perform any of their obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension:

- (i) shall specify the nature of the failure, and
- (ii) shall allow the 'APPROVED BIDDER' to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the 'APPROVED BIDDER' of such notice of suspension.

23. Termination of the Contract and Consequences of Termination:

I. Termination:-

The “INDCOSERVE” may, without prejudice to any other remedy for breach of Contract, by 30 days prior written notice of default sent to the ‘APPROVED BIDDER’, terminate the Contract in whole or in part in case of the occurrence of any of the events specified below.

- i. Any deviation/s or omission/s from the Scope of Work as mentioned in Schedule-1 or as agreed upon during the course of execution of the project.
- ii. If the ‘APPROVED BIDDER’ fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the IND COSERVE
- iii. If the ‘APPROVED BIDDER’ fails to perform any other obligation(s) under the contract.
- iv. If the ‘APPROVED BIDDER’ becomes insolvent or goes into liquidation or bankruptcy or receivership whether compulsory or voluntary.
- v. If the ‘APPROVED BIDDER’, in the judgment of the “INDCOSERVE” has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vi. If, as the result of Force Majeure, the ‘APPROVED BIDDER’ is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- vii. If the ‘APPROVED BIDDER’ submits to the “INDCOSERVE” a false statement which has a material effect on the rights, obligations or interests of the “INDCOSERVE”.
- viii. If the ‘APPROVED BIDDER’ places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the “INDCOSERVE”.
- ix. If the ‘APPROVED BIDDER’ fails to provide the quality services as envisaged under this Contract. The “INDCOSERVE” may carry out an assessment regarding the poor quality of services, the reasons for which shall be recorded in writing. The “INDCOSERVE” may decide to give one chance to the ‘APPROVED BIDDER’ to improve the quality of the services.
- x. If the ‘APPROVED BIDDER’ has been blacklisted by the “INDCOSERVE” or any other government agency or disqualified for any reason.

- xi. If the 'APPROVED BIDDER' fails to comply with any final decision reached as a result of arbitration proceedings.
- xii. In the event of 'APPROVED BIDDER' found:
 - 1. Sub-contracting of work/services not allowed under the Contract.
 - 2. Provided incorrect information to "INDCOSERVE".
 - 3. Non-cooperative during inspection conducted by the "INDCOSERVE", Auditing Agencies appointed for the purpose.
- xiii. If the 'APPROVED BIDDER' discloses any confidential information to any third parties during its engagement with the "INDCOSERVE", "THE IND COSERVE" may terminate this Contract, forthwith.
- xiv. In the event, the "INDCOSERVE" in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to the contract conditions hereof, the "INDCOSERVE" may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the 'APPROVED BIDDER' shall be liable to the "INDCOSERVE" for any additional costs for such similar services. However, the 'APPROVED BIDDER' shall continue performance of the Contract to the extent not terminated.

II. Cessation of Rights and Obligations

Upon termination of this Contract pursuant of the contract conditions hereof, or upon expiration of this contract hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in this Section;
- (c) the 'APPROVED BIDDER's obligation to permit inspection, copying and auditing of their accounts and records set forth in the contract conditions hereof; and
- (d) any right which a Party may have under the Law.

III. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to the contract conditions hereof, the 'APPROVED BIDDER' shall,

immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the 'APPROVED BIDDER' and equipment and materials furnished by the "INDCOSERVE", the 'APPROVED BIDDER' shall proceed as provided, respectively, by Clauses specified in the contract conditions hereof.

IV. Payment upon termination

Upon termination of this Contract pursuant to Clauses of the contract conditions, the 'APPROVED BIDDER' shall be entitled /not entitled to payments as per the following:

- (a) If the Contract is terminated pursuant to Clauses of contract conditions, then the 'APPROVED BIDDER' shall be eligible for remuneration pursuant to Clauses in the contract conditions hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) If the agreement is terminated pursuant to Clauses in the contract conditions, the 'APPROVED BIDDER' shall not be eligible for remuneration pursuant to Clauses in the contract conditions hereof, if Services performed were unsatisfactorily performed prior to the effective date of termination. However, the "INDCOSERVE" may consider making payment for the part satisfactorily performed works on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the "INDCOSERVE". Applicable under such circumstances, upon termination, the "INDCOSERVE" may also impose liquidated damages as per the provisions of Clauses of the contract conditions hereof. The 'APPROVED BIDDER' will be required to pay any such liquidated damages to "INDCOSERVE" within 30 days of termination date.

V. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses of contract conditions hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter for

Arbitration and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. Details about Arbitration proceedings may be referred in Clause 25 (II) of this contract.

VI. Extension of Contract

Extension of the contract is possible only at the discretion of the “INDCOSERVE”. Non-compliance to timelines as specified in the contract/extended period of the contract shall be subject to penalties. Separate contract shall be signed for extension of maintenance period.

24. Obligations of the ‘APPROVED BIDDER’

1. Standard of Performance

The ‘APPROVED BIDDER’ shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The ‘APPROVED BIDDER’ shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the “INDCOSERVE”, and shall at all times support and safeguard the IND COSERVE’s legitimate interests in any dealings with third Parties.

2. Prohibition of Conflicting Activities

- (a) The ‘APPROVED BIDDER’ and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- (b) The ‘APPROVED BIDDER’ shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the ‘APPROVED BIDDER’ for the discharge of services.
- (c) The ‘APPROVED BIDDER’ shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from “INDCOSERVE”, other than required for discharge of services.

3. General Confidentiality

“Except with the prior written consent” of the “INDCOSERVE”, the ‘APPROVED BIDDER’ and their personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of their Services, nor shall the ‘APPROVED BIDDER’ and their personnel make public the recommendations formulated in the course of or as a result while discharging the Services.

4. Rights of Use

All rights of use of any process, product, service, etc. received from “INDCOSERVE” or any other task performed by the Approved Bidder under the execution of the contract, would lie exclusively with the “INDCOSERVE” or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Approved Bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the “INDCOSERVE” or its nominated agencies.

25. Specific Obligations of ‘APPROVED BIDDER’

(a) Assignment and Sub-letting

The ‘APPROVED BIDDER’ shall not assign or sub-let the whole or any portion or portions of the Contract or allow any person to become interested therein in any manner whatsoever without the prior written approval of the “INDCOSERVE”. The permitted sub-letting of work by the ‘APPROVED BIDDER’ shall not establish any contractual relationship between the SUB-CONTRACTOR of the ‘APPROVED BIDDER’ and the “INDCOSERVE” and shall not relieve the ‘APPROVED BIDDER’ from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the ‘APPROVED BIDDER’, his agents, servants or workmen.

(b) Co-ordination of the ‘APPROVED BIDDER’

If during the course of the installation and commissioning, other works of the “INDCOSERVE” are also in progress within the same site, the ‘APPROVED BIDDER’ has to use their best efforts to work in harmony

with all others and in the best overall interest of the proper implementation of the project.

(c) Safety Regulations

During the execution of work, unless otherwise specified, the 'APPROVED BIDDER' at their own cost shall provide the materials for and execute all installation, erection and commission works necessary for the stability and safety of all the structures and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

The 'APPROVED BIDDER' shall be responsible to take all precautions to ensure the safety of the public whether public, private or property of the concerned factory.

The 'APPROVED BIDDER' must take sufficient care in moving plants and machinery / equipment and other materials from one place to another so that they do not cause any damage to the property of the concerned factory or the public, particularly to structures, overhead wires and cables (Laid underground or otherwise). In the event of any damages resulting to any property as aforesaid, the cost of such damages including eventual loss of working hours in execution of the project as estimated by the concerned factory or by 'INDCOSERVE', shall be borne by the 'APPROVED BIDDER'.

The 'APPROVED BIDDER' shall, at their cost, provide all necessary facilities such as ladders, scaffolding, railing, platform, inspection lamps, safety harness, etc., for the safe working of workmen deployed. The 'APPROVED BIDDER' shall provide safety equipment in the form of PPE Gears as per the Industrial Safety Act as applicable.

In case of dismantling / demolition, the 'APPROVED BIDDER' shall take necessary care not to damage the existing structure / materials while executing the proposed work and any damage, if caused, should be rectified by the 'APPROVED BIDDER' at their cost so as to restore the structure / materials, as they existed earlier.

The 'APPROVED BIDDER' shall report all accidents immediately to the authorities concerned and to the 'INDCOSERVE' and "INDCOSERVE" cannot be held accountable for not following any laid down remedial action/s or transmission of information to authorities concerned.

(d) Nuisance

The 'APPROVED BIDDER' shall not at any time do cause or permit anyone to do or cause any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the "INDCOSERVE" or to the workmen of the concerned factory and to the Public in general.

(e) Property in Materials / Equipment and Plant

The 'APPROVED BIDDER' shall make all arrangements at their own cost for all necessary plant, equipment, tools and tackles required for the work. The 'APPROVED BIDDER' must undertake to ensure that all tools and tackles are available at the site in perfect working order and properly maintained till the completion of contract.

26. Settlement of disputes:-

I. Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled by mutual consent, then the Arbitration Clause of this contract shall become applicable.

II. Arbitration

(a) Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, and when an amicable settlement is ruled-out, the Parties agree to submit that the dispute shall be subject to arbitration as per the Arbitration & Conciliation Act, 1996 by a sole arbitrator.

- (b) The Tender Inviting Authority to appoint the arbitrator shall be the 'INDCOSERVE'.
- (c) The arbitration proceedings shall be held at Coonoor, Tamil Nadu, India and language used in these proceedings shall be English. The courts in Coonoor, The Nilgiris, Tamil Nadu India shall have exclusive jurisdiction in relation to this contract including this clause.
- (d) The decision of the Arbitrator appointed to deal with such matters shall be accepted by both parties as final and binding on parties.
- (e) The decision to continue, performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- (f) The parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.
- (g) All fees pertaining to arbitration proceedings shall be borne by the parties equally.

All other costs incurred by the parties shall be borne by the respective parties.

27. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by both the Parties.

Chapter- 5 General Instructions

5.1 Definitions

- a) “**Approved Bidders**” means the Bidder/s or Approved Bidder that have been selected by the “INDCOSERVE” for execution of the services.
- b) “**Bid**” means the bidders response to technical and commercial bids as stated in this TENDER DOCUMENT.
- c) “**Bidder**” means any entity that may provide or willing to provide the Services to the “INDCOSERVE” and are interested to take part in the Tender through submission of their bids as per the terms and conditions of this Tender Document.
- d) “**Confidential Information**” means any information disclosed to or by any Party to this Tender and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Tender that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of the terms and conditions of this Tender Document.
- e) “**Draft Standard Contract**” means Chapter -4 ‘General Condition of the Contract’ of the TENDER DOCUMENT which provides the draft standard contract agreement to be signed between the “INDCOSERVE” and the selected Approved Bidder.

5.2 General

1. All the provisions listed out in the Tender Document issued by the “INDCOSERVE” shall be binding upon the participating bidders.
2. “THE INDCOSERVE” will evaluate the Technical Bids, in accordance with the eligibility criteria, as prescribed in Chapter 2.7.B. After the evaluation of Technical Bids, INDCOSERVE shall prepare a list of technically qualified

bidders. Further, INDCOSERVE shall evaluate the financial bid as prescribed in Clause 2.7.C proceed to open the Financial Bids of only those bidders who have been declared as Technically qualified. INDCOSERVE shall not open the Financial Bids of those bidders who failed to qualify in the Technical Qualification and their Financial Bids shall be returned un-opened.

5.3 Clarifications

Bidders may request a clarification with regard to the TENDER DOCUMENT through email at gm@indcoserve.com. No clarifications shall be entertained after 03.05.2022.

5.4 Taxes

1. The Approved Bidder shall be entirely responsible for all taxes, duties, octroi, CESS, license fees and demurrage charges etc., incurred on the contracted Services to the "INDCOSERVE".
2. Bidders shall provide all rates quoted for their services / works in Indian Rupees (₹) and up to two decimal places only (for example: Rs 00.00)

Chapter- 6: Annexures and Schedules

ANNEXURE – I

(Turn-over Certificate as specified in clause 2.1.(3) attested by a Chartered Accountant)

(No separate format/form should be used)

“Certified that I have verified the records of M/s

.....

..... and

found that the Annual Turnover for the year 2015-16, 2016-17, 2017-18, 2018-19 and 2019-

20 are detailed below:

Sl. No.	Financial Year	Annual Turnover (Rs.)	
		(In Figure)	(In words)
1	2015-16		
2	2016-17		
3	2017-18		
4	2018-19		
5	2019-20		

Signature of the Tenderer with Office seal

Attested by:

Chartered Accountant Name:

Regn. No. :

Signature with seal :

Signature of the Bidder with Company Seal

ANNEXURE – II

(FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING / NON-DEBARMENT)

UNDERTAKING REGARDING BLACKLISTING / NON-DEBARMENT

To
The Tender Inviting Authority,
Indcoserve, Coonoor
The Nilgiris

Sir,

We hereby confirm and declare that , we M/s. _____

_____ with its Registered Office at _____

_____ is not

blacklisted / De-registered/ Debarred by any Government Department/ INDCOSERVE/
Public Sector Undertaking / or any other agency for breach on our part.

For and on Behalf of : Signature

Name: Designation: Date

Company Seal

(Authorized Representative and Signatory)

Signature of the Bidder with Company Seal

ANNEXURE – III

Details of Indco Tea Factory to which the Colour Sorter has to be supplied

Sl. No.	Name of the Factory	Location	Details of work to be executed
1	Mercunad Indco Tea Factory Limited	Thangadu Oranalli Post The Nilgiris	Supply, Installation and Commissioning of 1 No. of Colour Sorter

ANNEXURE – IV

TECHNICAL SPECIFICATIONS

A. Tea Colour Sorter (300 kg/hr)

The Tea Colour Sorter should have Forward and Reverse Imaging Technology and should be provided with an interface to connect with Desktop PC with MS Windows OS compatibility.

- | | | |
|---|----------|---|
| i) Processing Capacity | --- | 300 kg/hour |
| ii) Sorting Accuracy | --- | Not below 99 % |
| iii) Type of machine | --- | Three stages (with re-sorting Option) |
| iv) Chute size | --- | width not below 300 mm |
| v) Air compressor, compressed air system, Filter cleaning mechanism should be a reputed brand only accepted for this system. | | |
| vi) Discharge chute height | --- | Not below 600mm from the ground level |
| vii) No. of camera | --- | 9 cameras |
| viii) Camera Type | --- | High sensitivity, High resolution, High speed CCD Camera with RGB colour (Trichromatic)Technology full true color 3CCD Camera of RGB-12288 Pixel and built in Binning option. |
| | | |
| ix) Weight of the Equipment | --- | 1450 kg (Approximate) |
| x) Dimension of the Equipment: | --- | Length-1750mm, width– (approximate) 2200mm, Height – 2350 mm, |
| xi) Power requirement for
Conveyors, elevator and
vibration mechanism | }
--- | 3 phase x 440 V (+/- 2%) |
| xii) Air compressor capacity using--- | | Not below 10-15 HP (approximate) |
| xiii) Air Pressure requirement | --- | 7.5 bar (average) |
| xiv) Feed controller must be provided in the Feed Hopper. | | |
| xv) Provided with suitable Bucket elevator to carry the Tea with stalk to the top of the machine. | | |
| xvi) Motorized vibrating Trough should be provided for even spreading of Tea with stalk access the width of the machine. | | |
| xvii) Ambient Temperature | --- | 28-32 Degree centigrade |
| xviii) Automatic (inspection area) dust cleaning function with pneumatic control should be provided | | |

in this machine.

xix) Machine should have **remote support** and inbuilt diagnostic alarm.

xx) Safety control should be provided for low air pressure operation to minimize wear & tear of valves.

xxi) All the parts getting contact with Teas should be made by hard anodized Aluminum (or) AISI 304 stainless steel (or) FDA certified food grade materials.

xxii) Highly efficient less air consuming repairable & replaceable fast response air valves should be provided with **adjustable timing** for different types of Tea.

xxiii) One chute for “Resort “and additional one “slow speed Elevator” should be provided for resorting the rejection to minimize the loss of good Tea in second stage rejection.

xxiv) Chute size --- 304 mm wide with Flat surface.

List of Accessories to be supplied:

1. Vertical Bucket Elevator	---	1 No
2. Feeding vibrator	---	1 No
3. Feeding Hopper	---	1 No
4. Motorized vibrating Trough	---	1 No
5. Delivery conveyor	---	2 Nos
6. Delivery Duct	---	2 Nos
7. Stand	---	1 No
8. Ladder	---	1 No

ANNEXURE-V

Technical Specifications and Quality Assurance- Compliance

(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. 587/C/2021 dated 24.04.2022

TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF COLOUR SORTER IN MERCUNAD INDCO TEA FACTORY IN THE NILGIRIS DISTRICT

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Sl. No.	Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			
1	Annexure-IV	A	Colour sorter		

We shall comply with, abide by, and accept without variation, deviation, or reservation all specification requirements detailed in Annexure-IV of this Tender Document: Technical Specifications, except those mentioned above.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[Name & address of Bidder and seal of company]

SCHEDULE – I – TECHNICAL BID FORM

A. Technical Bid Covering Letter

(To be submitted on the Letter head of the applicant)

To

The Tender Inviting Authority

INDCOSERVE, Coonoor

Ref: Tender document Notification No.587/C/2021, dated 24.04.2022.

Dear Sir/Madam

- (1) Having examined the TENDER DOCUMENT, we, the undersigned, herewith submit our response to your TENDER DOCUMENT Notified vide No.587/C/2021, dated 24.04.2022 for “INDCOSERVE”, in full conformity with the said TENDER DOCUMENT/document.
- (2) We, the undersigned, offer to provide services to “INDCOSERVE” in accordance with the TENDER DOCUMENT.
- (3) We have read the provisions of the TENDER DOCUMENT, confirm our acceptance for the same and we are hereby submitting our Technical Bid.
- (4) We agree to abide by this TENDER DOCUMENT, consisting of this letter, technical bid and all requisite supporting documents, are valid for a period of 180 days from the closing date fixed for submission of bid as stipulated in the TENDER DOCUMENT / document.
- (5) We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
- (6) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (7) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its amendments.

- (8) We understand that “INDCOSERVE” is not bound to accept any bid received in response to this TENDER DOCUMENT.
- (9) In case we are engaged by “INDCOSERVE” for executing the works, we shall provide any assistance/co-operation required by Tender Inviting Authority/auditing agencies appointed by “INDCOSERVE” officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of contract.
- (10) In case we are engaged as Approved Bidder, we agree to abide by all the terms & conditions of the Contract that will be issued by “INDCOSERVE”.
- (11) We already have the technical and financial capability as detailed in ‘Scope of Work’.
- (12) We have gone through the tender document carefully and signed in all pages of the tender document for having accepted the terms and conditions laid down therein.
- (13) We also enclose herewith the duly filled-in and signed “Technical Bid” along with all required documents.

Yours sincerely,

Signature of Authorized Signatory [In full as well as initials]: _____

Name and Designation of Signatory:

Name of Firm: _____

Address: _____



SCHEDULE – I (Contd...)

**TECHNICAL BID FOR SUPPLY, INSTALLATION AND COMMISSIONING OF
COLOUR SORTER AT MERCUNAD INDCO TEA FACTORY IN THE NILGIRIS DISTRICT
AS MENTIONED IN THE ANNEXURE-III.**

B. TECHNICAL BID INFORMATION SHEET

1	Name and address of the : Tenderer
2	(a) Phone No. : (Landline with STD) (b) FAX No : (c) E-mail : (b) Mobile Number (c) Details of Contact Person : and mobile No.
3	Mode of remitting of Earnest Money Deposit (a) Demand Draft No. & Date : (b) Amount : Rs...../(in figures) Rupeesonly (in words) (c) Name of the Bank / Branch :
4	Are you seeking exemption from remitting the EMD? If so, please furnish in what way : along with documentary proof for such claim

Signature of the Bidder with Company Seal

Sl. No.	Detailed description	Compliance (Yes / No)	Remarks if any
5	Cost of Tender Document		
6	Certificate of Registration of Company/Partnership/ Proprietorship whichever is applicable		
7	Valid GST Registration Certificate		
8	List of Tea Factories in India to which the Colour Sorting Machinery are supplied by your firm in the past 5 years i.e. 2015-2016, 2016-17, 2017-18, 2018-19 and 2019-20		
9	Document relating to Experience Certificates from the clients to whom the supplies of tea machineries with date of completion and seal were undertaken in the past 5 years, i.e. 2015-2016, 2016-17, 2017-18, 2018-19 and 2019-20 with contact details.		
10	Certificate from statutory auditor of the Company specifying the annual turnover of the bidder in last 5 (five) financial years, i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 as in Annexure-I.		
11	Audited Financial Statements of the bidder for the past 5 financial years i.e. last 5 (five) financial years, i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20		
12	Duly filled Technical Specifications and Quality Assurance- Compliance as in Annexure-V		
13	Duly filled Self Declaration duly attested by the Notary Public as in Annexure-II		
14	Certified copies of the Income Tax Returns filed by the entity for the past five financial years, i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20		
15	Authorization letter from the company for the signatory.		

SCHEDULE – II

FINANCIAL BID FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF COLOUR SORTER WITH THE SPECIFICATIONS MENTIONED IN THE ANNEXURE-IV AT MERCUNAD INDCO TEA FACTORY IN THE NILGIRIS DISTRICT AS MENTIONED IN THE ANNEXURE-III.



FINANCIAL BID FORM

Sl. No.	Description of the Machinery	Number of Units required	Rate Quoted (Rs.)				
			Cost (Rs.)	Rate of GST (%)	GST (Rs.)	Total Value (Cost+GST)	
						In Figure	In Words
1	Supply, Installation and Commissioning of Colour Sorter	1					

I/We, _____ undertake and declare that the rates offered in this Financial Bid Form are for the machineries that are in 100% compliance with the Technical Specifications mentioned in Annexure-IV at Indco Tea Factories in the Nilgiris District as mentioned in the Annexure – III of this Tender Document.

Signature of the Authorized Signatory:

Seal of the Company:

Signature of the Bidder with Company Seal