

GOVERNMENT OF ASSAM
DIRECTORATE OF SERICULTURE: ASSAM
KHANAPARA, GUWAHATI-22

No. SDT.88/2016/160/3770

Dated Guwahati, the

18th August, 2018

RE-TENDER NOTICE BOOKLET
CONTAINING
BIDDING DOCUMENTS FOR PROCUREMENT OF ARTICLES
UNDER
NORTH EASTERN REGION TEXTILES PROMOTION SCHEMES (NERTPS)
&
OTHER SCHEMES IMPLEMENTED BY
THE DIRECTORATE OF SERICULTURE ASSAM
FOR THE YEAR 2016-17 to 2018-19

SUBMITTED BY

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Important dates:

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|--|--|
| 1. Date of availability of Bidding documents on portal | : 21 st August, 2018 |
| 2. Last Date & time for online bid submission | : 12 th September, 2018 upto 2.00 PM. |
| 3. Last Date & time for hard copy submission | : 12 th September, 2018 upto 2.00 PM. |
| 4. Time & date of opening of bids | : 12 th September, 2018 at 2.30 PM |

ISSUED BY:
DIRECTORATE OF SERICULTURE: ASSAM
KHANAPARA, GUWAHATI-22

(THIS PAGE SHALL BE PASTED ON THE BIDDING DOCUMENTS AS THE TOP SHEET)

Bid No.

Name of the Work:

Supply of Articles under North Eastern Region Textiles Promotion Scheme (NERTPS) & Other schemes implemented the Directorate of Sericulture in the State of Assam for the year 2016-17 to 2018-19

Bidding documents submitted by

(Signature, Name, Seal & Address of the bidder) :

Photograph(s) of the bidder(s)		

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DATE & TIME OF RECEIPT OF THE BID
IN THE OFFICE OF THE DOS ASSAM:

Date..... Time

BID RECEIVED ON BEHALF OF THE
DOS ASSAM BY (SIGNATURE & FULL NAME)

Signature

Name

PLACE OF OPENING OF BIDS

DIRECTORATE OF SERICULTURE,
ASSAM, KHANAPARA, GUWAHATI-22

DATE AND TIME AT WHICH THE BID
HAS BEEN OPENED

Date..... Time.....

OPENED BY (Signature with Date & seal) :.....(.....)

IN PRESENCE OF :

OTHERS ON BEHALF OF THE DOS ASSAM
(As may be necessary or authorised by the DOS ASSAM)

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(Bidder or his representative, if present)

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(Sgnr & Design)

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(Sgnr & Design)

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(Sgnr & Design)

Re- E-TENDER NOTICE

The Directorate of Sericulture, Assam, Khanapara, Guwahati-22 invites Re-tendering in 2-bid systems from the intending manufactures/authorised dealers/govt. registered firms for supply of Articles, under North Easter Region Textiles Promotion Schemes (NERTPS), funded by Ministry of Textiles, Govt. of India and other schemes implemented by the Directorate of Sericulture, Assam, are to be supplied to the District and subdivision offices of Sericulture all over the State of Assam. The tenders shall have to be submitted in two bid system through the e-tendering portal- www.assamtenders.gov.in

Detailed tender documents are available in the web portal of Directorate of Sericulture, Assam - www.sericultureassam.gov.in & Govt. e-tendering portal- www.assamtenders.gov.in

(THE BIDDERS ARE HEREBY REQUESTED TO CAREFULLY READ THE INSTRUCTIONS AND OTHER CLAUSES FURNISHED HEREIN BELOW BEFORE THEY PREPARE AND SUBMIT THEIR TENDERS)

SECTION-I **INSTRUCTIONS TO THE BIDDERS**

1. The tenders shall have to be submitted in a 2 (two) tier system as indicated below without clubbing them together under any circumstance.
- 1.1 **Tier-1:** This will be an envelope made of good quality paper and to be marked as **Envelop 'A'** on the top of the envelope in **CAPITAL LETTERS**. This envelope shall contain the prescribed **earnest money** paid in the shape of a **Demand Draft/Fixed Deposit** and **Bid documents price** (non-refundable) in the shape **Demand Draft** drawn on any Nationalised Bank of India in favour of the **Director of Sericulture, Assam** (hereinafter referred to as the Purchaser for the purpose of implementing the NERTPS project and schemes) and payable at Guwahati only. The envelope should be securely closed and sealed and the following particulars shall be inscribed thereon.

ENVELOPE-'A'

From

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To

The Director, Sericulture, Assam
Khanapara, Guwahati-22

1.2 **Tier-2:** This will be another envelope made of good quality paper and to be marked as **Envelope 'B'** on the top of the envelope in CAPITAL LETTERS and shall contain in it the particulars as shown in respect of the Envelope 'A'.

- i. Affixing non-judicial Court Fee of Rs.8.25 only
- ii. Past performance of supply of similar materials/ articles in different Department (prescribed format in **Section-IV**). Necessary proof in this regards such as copy of supply orders etc. may be furnished.
- iii. Client certificate in respect of the proof of past performance.
- iv. Attested copy of Registration certificate of Firm / Trade license.
- v. Dealer certificate, etc.
- vi. Current & valid sales Tax clearance / GST certificate
- vii. PAN Number (copy should be furnished)
- viii. Proof of sound financial capability of the bidder from the Nationalized Bank may please be furnished.
- ix. List of Samples of the items submitted after inscribing or securely pasting the name of the FIRM/SUPPLIER on each sample, and

1.3 The **Financial Bid** and items description in the format prescribed in **Section-V** is to be submitted only through online alongwith BOQ.

2. **Procedure of consideration of the tenders-** The envelope marked 'A' and 'B' will be opened earlier and the contents will be evaluated at the first stage. Then the samples submitted by the bidders will be inspected. **The financial bid of those bidders will only be opened whose samples and other documents are found satisfactory** and in accordance with the instructions and specifications given herein on the day to be communicated later to the concerned bidders.
3. **Clarification of Bidding Documents-** A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by fax (**FAX No. 0361-2361021**) at the Purchaser's mailing address / fax number indicated in the bidding documents. The Purchaser will respond in writing to any request for providing clarification of the bidding documents, which it receives not later than 10 days prior to the date fixed for submission of bids prescribed by Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders, which have received the bidding documents.
4. **Amendment of Bidding Documents-** The Director of Sericulture, Assam, shall be at liberty to make amendments or modifications to the bidding documents at any point of time before the date fixed for submission of the tenders if he feels it so necessary on his own motion or in response to a request reasonably made by a prospective bidder or bidders and he will do so with intimation by post or by fax or by e-mailing as may be convenient for him to all those bidders who have received the bidding documents from his office. The Purchaser shall also extend the time reasonably for submitting the tenders by fixing another date for the purpose.

5. Non-binding clause:

- 5.1 The purchaser is not bound to accept any tender simply on ground of its rates being the lowest or for quoting unreasonable rates provided he has reasons so to do and, as such, the Purchaser is at liberty to cancel such tenders without assigning any reasons thereof.

- 5.2 The bidders are not bound to submit the tender simply because they obtained the tenders from the Purchaser and any bidder who is unwilling and/or who has reservation to abide by the terms and conditions of the contract laid down herein as may also be prescribed in future under reasonable circumstances by the purchase is advised not to file any tender as filling of the tenders will automatically mean that the bidder concerned has wilfully agreed to abide by such terms and conditions as laid down herein and also as may be reasonably laid down in future.

SECTION-II SCHEDULE TO THE INVITATION OF TENDER

(PLEASE REFER TO ANNEXURE-'A' OF SECTION-III FOR TECHNICAL SPECIFICATIONS)

6. Earnest money

- 6.1 **Rs.50,000/-** in the shape of a Demand Draft/Fixed Deposit drawn on any Nationalized Bank located in India issued in favour of Director of Sericulture, Assam, Guwahati payable at Guwahati which should be put in the envelop marked 'A', securely closed and submitted to the Purchaser at the venue, date and time already fixed and notified earlier.
- 6.2 The earnest money shall stand forfeited if the bidder withdraws his bid after the opening of bids or if the bidder fails to execute orders after awarding of contract.
- 6.3 The Earnest Money deposit will be refunded to the unsuccessful quotationer after finalization of NIT.

7. Quoting of Price:

- 7.1 The rates quoted both in figure and words for each item of material/ articles shall include all taxes, duties, GST and other levies payable on the prices of the items and/or on the total value thereof plus the costs of transportation from one destination to another, loading and unloading charges, depreciation and damage, if any. No claim for any cost or compensation outside the quoted rates shall be entertained at any whatsoever.
- 7.2 Valid dealership/distributorship certificate from the concerned company should be furnished invariably alongwith product catalogue. **No sub dealership, temporary authorization by distributor will be entertained.** The successful bidders will have to show the original certificates whenever called for.
- 7.3 The laboratory equipments must be ISI marked or ISO, CE, GMP certified. Copies of the certificates should be submitted.
- 7.4 While fixing the rates the bidders shall also keep it in mind that the rates quoted are reasonably commensurable with the existing prices of those items at the prevailing market.
- 7.5 The rate quoted for each item shall remain valid for the whole duration of the contract and shall not be subject to any increase and/or adjustment for any reason and under any circumstances whatsoever.
- 7.6 The rates quoted shall be F.O.R. destinations – offices of the Districts/Subdivisonal offices / go-downs situated at different locations of the State of Assam and, as such, **no transportation or delivery charges shall be paid separately.**
- 7.7 The bid shall be typed or computerised with laser printing or handwritten in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written and duly registered power of attorney, where necessary, accompanying the

bid shall also accompany a duly attested copy of the letter of authorization from the manufacture/authorised dealers/firms. Each page of any printed booklet, brochure or literature if annexed to the tender shall also have to be similarly sealed and signed. A single lapse in this regard may make the tender liable to be cancelled. All the documents of the tenders should be uploaded in the website in required format. Hard Copies of the same will be accepted only whose tenders documents found in the website. **Bids of tenders furnished by telex or e-mail or facsimile quotations shall not be accepted.**

- 7.8 Any interlineations and/or erasure shall be accepted as valid only if each such occurrence is duly authenticated by the same person or persons with his/her/their signatures squarely similar to the signatures made on each paper of the tender indicated above. Overwriting in any form or manner anywhere in the tender papers shall not, however, be accepted and the tender shall stand automatically cancelled.
- 7.9 Samples of each item shall have to be submitted to the Director, Sericulture, Assam in his office at Khanapara, Guwahati-22 as per date and time notified for the purpose. No samples shall be accepted if submitted after the due date as was notified for the purpose.

8. Validity of tenders:

- 8.1 Only those tenders shall be treated valid the submission of which is found in order and the rates of items quoted are accepted and bidders of such tenders shall be called successful bidders. The supply order may be placed with them at different times/ intervals during the period.
- 8.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax. The periodicity of the bid security (earnest money) provided under **Clause 6** above shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not, however, be required nor permitted to modify his/her/their bid.

9. Conditions for supply:

Delivery of all goods covered by an order shall have to be made at the destinations mentioned in the order **within 30 days** from the date of issue of the order by the Director of Sericulture, Assam. Each delivery to each destination shall be made by issuing a Challan in **3 (three)** copies which must expressly and clearly show the items name-wise, their make and their quantity and signed and sealed by the bidder. Signatures with date and seal of the officer to whom the goods are delivered shall have to be obtained on the Challans. Two copies of the Challan are given to him/her (the authorized receiver of goods).

The bidder shall furnish information to the purchaser in respect of each delivery to each destination with a copy of the aforesaid Challan shall have to be attached. Two copies of the Challan shall be attached to the bill when submitted for payment.

10. Modification and withdrawal of Bids:

- 10.1 Any bidder may modify or withdraw the bid after the submission of the bids provided that the purchaser receives from the bidder a written request for modification or withdrawal of the bid at least 7(seven) days before the date prescribed for opening of the bids.

10.2 The bidder's letter of request for modification or withdrawal of the bid shall be prepared, sealed and marked and dispatched in the same manner as the original bid was sealed, marked and dispatched. A withdrawal notice may also be sent by fax but a signed copy in confirmation of the fax must follow it and it should reach the purchaser at least 7 (seven) days before the date prescribed for opening of the bids.

10.3 No bid shall be allowed to be modified or withdrawn at any time and in any form or manner other than what has been laid down above.

11. Inspections and Test:

The purchaser's right to inspect or test as well as to reject the Goods, where necessary, after the Goods arrived their final destinations (districts or Sub divisional office or godowns) shall in no way be limited to or waived by reason of the Goods having been previously inspected or tested and passed by the Purchaser or his authorised representative prior to the Goods shipment.

12. Termination of Default:

12.1 The purchaser may, without prejudice to any other remedy if available to him, shall issue notice for breach of contract for supplying defective material or sub- standard material to the Supplier's expressed destinations, terminating the Contract in whole or part at the discretion of the Purchaser.

12.2 The Purchaser shall also be at liberty to cancel the contract or deduct the proportionate value of the goods complained of if;

- a. the Supplier fails to deliver any or all of the goods complained of by the Purchaser within the periods(s) specified in the Contract, or within any extended period granted by the Purchaser.
- b. the Supplier fails to perform any other obligation(s) under the Contract, and/ or
- c. the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

NOTE : (1) "Corrupt practice" means offering ,giving receiving or soliciting of anything any favour in cash or in kind or an act of influencing the action of a public servant in the procurement process or in executing the contract .

(2) "Fraudulent practice" means misrepresentation of facts in order to influence the procurement process or execution of the contract to the detriment of the purchaser, and includes collusive practice among bidders (prior to or after submission of the bids) designed to establish Bid prices at artificial or non-competitive levels and/or to deprive the purchaser of the benefits of free and open competition.

12.3 Pursuant to the provision of **Clause 14**, if the Purchaser terminates the Contract in whole or in part, the purchaser shall have the right to procure, upon such terms and in such manner as he deems fit and appropriate, the goods or Services similar to those undelivered, and the supplier shall be liable to the Purchaser for making good of the loss if incurred any in the process by the Purchaser any excess costs for such procurement of goods and/or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

13. **Termination of Contract for insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the supplier if the Purchaser reasonably finds at any point of time during the continuation of the period of contract that the supplier has become bankrupt or otherwise insolvent. Termination of the contract in such a situation will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued thereafter to the Purchaser.
14. **Termination of Contract for violation:** The purchaser, by issuing a written notice to the supplier, may at any point of time terminate the Contract, in whole or in part, if the purchaser reasonably finds that the supplier has violated one or more themes or conditions of the Agreement or has engaged in influencing any of the officials or persons concerned with the implementation of the scheme. The supplier shall not be entitle to any compensation for such termination mid-way but he shall remain entitle to the amount proportionate to the work done until termination of the Contract.
15. **Force Majeure**
- 15.1 "Force Majeure" means an event of irresistible force or compulsion and/or circumstances beyond one's control. This clause will apply to the supplier if the service under the Contract as per Agreement is vitiated by circumstances caused by other and/or the nature and in which the supplier's act in not involved or the vitiation cannot be attributed to the supplier like negligence, apathy, high handedness etc. of the supplier which also include the events like war, revolutions, fire, flood, epidemic quarantine restrictions and freight embargo etc.
- 15.2 It shall be the foremost duty of the supplier to inform the purchaser at the earliest opportunity and by any means of quickest communication possible regarding the supplier being handicapped or prevented by *force majeure* to continue the contractual service under the agreement so that the purchaser can know about it on time and can take measures to help the supplier or take other measures to save the situation if possible. The communication shall be in writing. It may also be faxed or emailed in which case. However, the supplier should submit a hard copy thereof duly sealed and singed soon thereafter and obtain an acknowledgment thereof.
- 15.3 In such circumstances the supplier shall not be liable for forfeiture of his/her their performance security, liquidated damages or termination of the contract subject however to the resumption of the contractual obligations as soon as the force majeure gets over or ceases to exist.
- 15.4 The supplier shall not, however, be entitled to the benefit of force majeure if the supplier makes any delay in marking such information available to the purchaser at the earliest opportunity or if he makes such information available to the purchaser in a daily delaying manner.
16. **Evaluation of quotation:** The Purchaser will evaluate and compare the quotations to find out that the documents are properly signed and sealed conforming the terms and conditions of the Contract and also conforming the samples submitted as per given specifications.

17. Qualification criteria:

- a. The bidder shall furnish information regarding carrying out similar supply works in the past with a satisfactory performance report as per format given in **Section-IV**.
- b. The bidder shall furnish necessary data to support that he has financial capability and production capacity to perform the contract and complete the obligations under it within the stipulated period of time.
- c. Notwithstanding anything contained herein above, the Purchaser reserves the right to assess the bidders' over all capacity to perform the contract in the interest of the Purchaser who represents the interest of public service.
- d. Tenders not accompanied by EMD deposit by demand draft for **Rs.50,000/-** will be treated as invalid.
- e. Tenders not submitted in the prescribed manner will be treated as invalid.

18. Award of contract:

- 18.1 The Purchaser will award the contract to the bidder whose tender has been found to be substantially responsive, squarely in order in accordance with the express requirements of the Purchaser and has quoted the reasonably lowest evaluated rates agreeing to perform the obligations on rate contract basis for the respective schedules.
- 18.2 Notwithstanding anything contained above, the purchaser reserves the right to accept or reject any or all the tenders and to cancel the bidding process as well as to reject all quotations at any time without assigning any reason thereof.
- 18.3 The Purchaser shall inform about the award of the contract the bidder whose tender the Purchaser accepts. The terms and conditions of the accepted offer shall be incorporated in the purchase order.
- 18.4 Payment of the supplier's bills shall be made after delivery of the goods in satisfactory condition and confirmation report from the concerned Asstt. Director of Sericulture/ Supdt. Of Sericulture offices regarding the receipt of the goods in good and satisfactory condition.
- 18.5 No any advance payment will be admissible.
- 18.6 The payment authority will be the Director of Sericulture, Assam, Guwahati-22.
- 18.7 No clam for interest will be entertained for delayed payment.
- 18.8 All Taxes as applicable will be deducted from each bills of supply works etc. at the time of payment.
- 18.9 8% of the value of the bills will be deducted from each bill as Security Deposit which will be released after successful completion of the supply works etc. and submission of no liability certificate for the supply, works etc. from the concerned Asstt. Director of Sericulture/Supdt. of Sericulture as the case may be.

NOTE:

- (A) No preference will be given to any bidder or class of bidders, either for price or for any of the terms and condition, earnest money deposit exemption etc. The bidders' sincere participation in the tendering process under reference shall be thankfully appreciated in the interest of the project.

19. Cost of Bidding Documents: Rs.1,000.00 (Rupees one thousand) in terms of DD/bankers cheques in favour of Director of Sericulture, Assam payable at Guwahati (non-refundable) .

20. Resolving Disputes and/or dissensions, if any:

20.1 The Purchaser and the supplier shall make all out efforts to resolve the disputes and/or the dissensions if ever arises any out of the Contract/supply order amicably by direct and formal or informal negotiations and upon failing to arrive at an amicable settlement within 15 (fifteen) days from the date of commencement of the mutual discussion towards settling the dispute or dissension the matter shall be referred to arbitration by mutual consent with due intimation to and from all concerned.

20.2 In case of failure of the parties to resolve their dispute or difference or dissension amicably by themselves within 15 (fifteen) days, the Purchaser or the Supplier may give notice to the other party of its intension to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter shall commence unless such notice is given. Arbitration may commence prior to or after delivery of the Goods under the Contract.

20.3 In case the dispute/dissension could not be resolved by arbitration within 30 days from the date of commencement of the process of arbitration then the law courts situated within the Guwahati city shall only have the jurisdiction.

20.4 Notwithstanding anything being in the process of doing to resolve the disputes/dissensions/differences, the parties to the Contract/Agreement shall be at liberty to continue to perform their respective obligations under the Contract unless they agree or decide otherwise.

SECTION- III
Technical Specification of Articles

List of Items

Sl	Specification
1	Generator Set (silent) EU65=5.5 KVA, Max watts 6500VA, rated watts 230 V/50 Hz, dimensions LXBXH= 883X540X566 mm, including accessories & installation.
2	10 KVA Diesel Generator-10KVA ENGINE IN SOUND PROOF AND BASIC NO. OF CYLINDER 2, COOLING SYSTEM AIR COOL BORE X STROKE (MM) 100 X 120 LUBE OIL CAPACITY: 5.5LTER. FUEL TANK CAPACITY: 80LTRS with full installation in the site with accessories.
3	Motorised Reeling cum twisting Machine (MRTM)- No. of ends-4 spindles; Drive – AC Motor 0.25 HP/1400 RPM with Thermal Protection speed reduction enclosed gearbox with phosphor bronze gear, lubricated. Jetteboute & Tray- Jetteboute made of Nylone-66 with ceramic thread guide, speed of 400-500 rpm, Cocoon Tray of SS sheet with 100 mm high walls. Feed roller of SS of dia 4 inch.
4	Hot Air Dryer (50 kg capacity), Technical Specification – Temperature Range- 50C to 150C.; Temperature Controller- Digital Temperature controller-cum-indicator; Accuracy of control-+-2C; Air Circulation- By heavy duty smooth running motorised blower; Exhaust of Moist Air-Ventilator are provided to remove the moist air from the working chamber, No.of Tray-12 nos.; Power- 220 -250 volt single phase AC mains, Capacity- 50 KG (approx)

NIT Retender notice 88SDT160 for procurement of articles under NERTPS>L

SECTION-IV
PERFORMA FOR PERFORMANCE STATEMENT (FOR A PERIOD OF LAST THREE YEARS)

NIT No..... Date of opening Time Hours.....

Name of the Firm.....

Order placed by (full address of Purchaser)	Order No. date	Description & quantity of ordered items	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the supply of items been satisfactory? (attach a certificate from the purchaser / consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and Seal of Bidder

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SECTION V

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