

**KERALA STATE DRUGS & PHARMACEUTICALS LTD.
KALAVOOR P., O., ALAPPUZHA – 688 522. KERALA.**

Phone :0477 2258184 Fax : 0477 2258162

E-mail : ksdpltd@gmail.com

Website : www.ksdp.co.in

TENDER FOR PHARMA MACHINERIES(GMP MODEL)

TENDER No. KSDP/PR/T – ME – 10/2010-11

ITEM

PACKING CONVEYORS

INDEX

Sl. No.	Description	Page Nos.
1	Tender Notice	1
2	Brief Particulars of work	4
3	Information and Instructions to Applicants	5
4	General Conditions of Contact	17
5	Stamp Paper Agreement	25
6	Proforma for Bank Guarantee	27
7	Project Site Information	29
8	Letter of submission of Tender and Completion schedule	30
9	Detailed Specifications(URS)	33
10	Price Bid	43

KERALA STATE DRUGS AND PHARMACEUTICALS LTD

(A Government of Kerala Enterprise)

KALAVOOR, ALAPPUZHA-688522, KERALA STATE, INDIA, Ph: 0477-2258184

Fax: 0477-2258162, Email:ksdpltd@gmail.com

website: www.ksdp.co.in

TENDER NOTICE

Tender No. KSDP/PR/T – ME – 10/2010-11

Sealed Tenders are invited in Two Bid system (Technical Bid and Price Bid) from eligible and experienced Manufacturers for supply and installation of the following Pharma Machineries.(GMP Model)

Name of Item	Cost of tender form	EMD	Delivery Schedule
	Rs	Rs	
PACKING CONVEYORS	1,125/- inclusive of tax	3,000/-	3 Months

1. Tender Document available from Company office or can be down loaded from website www.ksdp.co. in
2. Method of payment: By cash or By D.D in favour of the Company payable at Alappuzha.
3. Last date and Time for Receipt of Tender: 19.07.2010, 14.00 Hrs.
4. Date and Time of Opening of Tender (Technical Bid): 19.07.2010, 14.30 Hrs.

Firms who full fill the criteria as given in Information and Instruction to Applicants are eligible to submit the Tender

. For the Tender documents downloaded from website, separate Demand Draft For Rs1,125/- favouring KERALA STATE DRUGS AND PHARMACEUTICALS LTD payable at ALAPPUZHA towards cost of Tender Documents is to be enclosed.

5. The Tenders should be accompanied by crossed Demand Drafts for an amount Rs3,000/(Rupees Three Thousand only) towards Earnest Money Deposit (EMD) drawn in favour of Kerala State Drugs & Pharmaceuticals Ltd. and payable at Alappuzha. Tender Documents received with out

EMD shall be summarily rejected. The EMD also may be accepted in the form of Bank Guarantee from any of the Commercial Banks.

6. Completed Qualification documents and Tenders received in time will be opened at 14.30 Hours on 19-07-2010 in the presence of tenderers or their authorized representatives.

7. Tender for the Supply shall remain open for acceptance for a period of 90 days from the date of opening of tender. Any tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to KSDP Ltd., then the KSDP shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money aforesaid.

8. The Supplier whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of work as performance guarantee/Performance Security in the form of an irrevocable bank guarantee bond of any Scheduled Bank in accordance with the time prescribed.

9 For any clarification contact office of the Managing Director at Ist floor of Administrative building,

KSDP Ltd., Kalavoor, Alappuzha. Fax No 0477 2258162 , Ph 0477 2258184.

10. Submission of the Tender

The Tender should be submitted to the undersigned in two envelopes as detailed below

10.1 Envelope – 1 - marked as – TECHNICAL BID'

This shall contain the following

A. (1)Demand Draft/BG for EMD in a cover super scribed as EMD with tenderers name.

(2)Demand Draft for Rs1125/- towards cost of Tender Form if the same is downloaded from website.

B.Technical Bid Document with the various details regarding experience, financial standing ,Product data etc .

10.2 Envelope – 2 – marked as – ' PRICE BID (FINANCIAL BID)'

This shall contain the Price for the supply of the Machineries.

10.3 Both envelopes shall be placed in a third envelope and name of work, date of opening etc shall be written on the cover.

11. Kerala State Drugs & Pharmaceuticals Ltd. reserves the right to accept or reject any or all the tender offers without assigning any reason thereof.

Sd/
MANAGING DIRECTOR

**KERALA STATE DRUGS & PHARMACEUTICALS LTD.
KALAVOOR P.O., ALAPPUZHA**

TECHNICAL BID

(DOCUMENTS TO QUALIFY THE TENDERER)

**(TO BE SUBMITTED IN A SEALED ENVELOPE MARKED AS
“ENVELOPE – 1 TECHNICAL BID”)**

TENDER No: KSDP/PR/T – ME – 10/ 2010 –11

2 - BRIEF PARTICULARS OF ITEM

1. GMP Model Packing Conveyor as given in User Requirement Specification.
Quantity required: 2 Nos.
These items have to be supplied and commissioned in the KSDP Premises, Kalavoor, Alappuzha.
2. General features of the work are as under
 - (i) In general the work shall be carried out as per Pharma Industry specifications followed as on date.
 - (ii) The quality of workmanship and materials should be of highest standard available in the country.
 - (iii) Strict quality control / quality assurance measures for materials and workmanship should be evolved and implemented
3. The tenderer should furnish Technical literature, product data sheet with original brochure and other documents in support of the equipments/services.
4. Comparative statement of the purchaser's technical specification and compliance with the supplier's offered model, deviations and justification should be clearly mentioned.

3 - INFORMATION AND INSTRUCTIONS TO APPLICANTS

1.0 GENERAL

1.1 The “ TECHNICAL BID” (application to qualify)shall contain data and information to enable KSDP Ltd. to draw up a list of agencies who can take part in the tender process and whose “ PRICE BID (FINANCIAL BIDS) ” can be opened

The following documents should be enclosed

- (i) Financial information in the form – ‘A’ enclosed
- (ii) Details of similar Machineries supplied in the past in form – ‘B’ enclosed.
- (iii) Performance report of work referred in form ‘B’ : in
Form – ‘C’ enclosed
- (iv) Details regarding the structure of the organization in form - ‘D’
enclosed
- (v) Details of technical and Administrative personnel in form – ‘E’
enclosed..

1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is ‘nil’ it should also be mentioned as ‘nil’ or ‘no such case’. If any particulars/query is not applicable in case of the applicant, it should be stated as ‘not applicable’. However, the applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by Fax and those received late after the prescribed date and time will not be entertained.

1.3. The applicant should sign in each page of the application.

1.4. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting.

1.5. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Project Manager or equivalent.

1.6 The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged supply.. No information will be entertained after technical bid is submitted, unless it is called for by The KSDP Ltd..

1.7 Clarifications, if any, required and or additional information needed may be requested. Contact Person : Dy. Manager, Projects - Telefax : 0477 2258162.

1.8 Documents submitted in connection with the tender will be treated as confidential and will not be returned.

2.0 DEFINITIONS:

2.1. In these documents the following words and expressions have their meaning hereby assigned to them.

'OWNER/EMPLOYER/PURCHASER shall mean **M/s. Kerala State Drugs and Pharmaceutical Ltd.** and shall include their successors and assigns, as well as their authorized representative.

'TENDERER/APPLICANT' shall mean the company / agency who quotes against the tender enquiry for undertaking the work.

'CONTRACTOR/SUPPLIER shall mean the successful bidder whose tender has been accepted by the owner and to whom the order is placed by the owner and shall include his heirs, legal representatives, successors etc.

'SITE' shall mean the actual place, i.e. Kalavoor, Alappuzha, Kerala where the work is to be executed.

'ACCEPTANCE LETTER' shall mean written consent by a letter of owner to the tenderer intimating him that his tender has been accepted

CONTRACT shall mean the agreement between the company and the contractor for the execution of the work and shall include all the documents such as invitation to tender, Information and instructions to Applicants, Conditions of contract, Detailed specifications, Drawings, Schedules etc.

'CONTRACT PERIOD' shall mean the period specified in the tender documents during which the contract shall be executed.

'COMPLETION CERTIFICATE' shall mean the certificate issued by the Owner to the contractor after successful completion of the work. This certificate will be issued on the basis of consultant's certificate to owner about the completion of job.

'EXTRA ITEMS' are those items which are not appearing in the TENDER . but are required to be executed during the work period and for which rates are to be derived as per the formula given in the conditions of contract.

3.0 METHOD OF APPLICATION:

3.1 If an individual makes the application, it shall be signed by him above his full type-written name and current address.

3.2. If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.

3.3. If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.

3.4. If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested.

4.0 FINAL DECISION MAKING AUTHORITY

The employer reserves the right to accept or reject any application and to annual the qualification process / tender process and reject all applications at any time without assigning any reason or incurring any liability to the applicants

5.0 PARTICULARS - PROVISIONAL

The particulars of Item given in Serial No. 2 are provisional. They are liable to change and must be considered as advance information only to assist the applicant.

6.0 SITE VISIT

The applicant is advised to visit the site of work at his own cost and examine it and its surroundings and collect all information that he considers necessary for proper assessment of prospective assignment.

7. 0 CRITERIA FOR QUALIFYING AN APPLICANT TO TAKE PART IN THE TENDERING PROCESS

7.00 PRE QUALIFICATION CRITERIA

Tenderer desirous of participating in the tender shall meet the following criteria.

7.01 The bidder company/firm should have set up, on its own, facility for manufacture of Pharma Machineries of same or bigger capacity which are in operation for at least 5 years

7.02 The bidder company/firm should have qualified technical personnel in design, mechanical, electrical and instrumentation for proper execution of the project.

7.03 i) Annual turn over of the firm from business including supply of engineering items, contracts etc, shall be at least Rs.4 Lakhs in any one of the previous three financial years.

ii) The firm should have completed a single work of similar nature of value not less than 0.8 lakhs in any one of the last three financial years.

7.1 The applicants shall be evaluated for qualifying them to take part in the tendering process by a two stage system

7.2. The applicants who qualify the initial criteria mentioned in Para 7.01,7.02, 7.03 above will be further evaluated based on the details submitted by them by Technical/Project Committee.

The Kerala State Drugs & Pharmaceuticals Ltd. reserves the right to restrict the list of pre-qualified Firms to any number deemed suitable by it.

7.3 Even though an applicant may satisfy the above requirements, he would be liable to

disqualification if he has:

(a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.

(b) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

8.0 FINANCIAL INFORMATION

The applicant should furnish the Annual financial statement for the last 5 years in form – A

9.0. EXPERIENCE IN SIMILAR WORKS

9.1. The applicant should furnish the following

(a) List of all SUPPLIES OF MACHINERIES of similar class successfully commissioned during last 5 years in Form – B

9.2. Particulars of completed works and performance of applicant duly authenticated / certified by an officer not below the rank of Project Manager or equivalent should be furnished separately for each work completed in Form - C

10.0 ORGANISATIONAL INFORMATION

Applicant is required to submit the following information in respect of his organization in form D

- (a) Name and postal address including telephone and fax nos etc
- (b) Copies of original documents defining the legal status, place of registration and principal places of business.
- (c) Names and titles of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- (d) Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
- (e) Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work – Form E

11.0 TENDER SUBMISSION AND DECISION

After the details submitted by the applicant regarding his financial capacity, previous experience etc are studied and evaluated, a list of agencies who can take part in the tendering process shall be prepared and all concerned shall be intimated. The Financial bids (Tender) of the applicants who have not been included in the list of applicant who can take part in the tendering process, shall be returned un opened. Other tenders shall be opened on the date and time to be intimated, in the presence of the tenderers or their authorized representatives who may be present.

FORM 'A'

FINANCIAL INFORMATION

I Financial Analysis –

Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sl No	Details	Year ending 31 st March of				
		2006	2007	2008	2009	2010
1	Gross annual turnover in Supply of Pharma Machineries.					
2	Profit (+) / Loss (-)					
.						

II. Income Tax PAN details

SIGNATURE OF APPLICANT (S)

Signature of Chartered Accountant with seal

FORM 'C'

PERFORMANCE REPORT FOR SUPPLIES REFERRED TO IN FORM 'B'

1. Name of Company/
2. Project & Location.
3. Description and Quantity of ordered Equipments
4. Agreement No.
5. Estimated Cost
6. Tendered Cost
7. Value of work done
8. Date of Start
9. Date of completion
 - (i) Stipulated date of completion.
 - (ii) Actual date of completion.
10. Amount of compensation levied for delayed Completion if any.
11. Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good / Good / Fair

DATE

PROJECT MANAGER OR EQUIVALENT.

STRUCTURE AND ORGANISATION

1. Name and address of the applicant with Telephone No./Fax No/E-Mail address.
2. Products and Production capacities
3. Legal Status (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
6. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details:
8. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
9. Any other information considered necessary but not included above.

SIGNATURE OF APPLICANT(S)

FORM E

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY

SL NO	Designation	Total Number	Names	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

Note : additional information about Technical personnel , if any , may be submitted on separate sheet.

Signature of Applicant(s)

4 - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the *Purchaser* and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the *Purchaser* under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The *Purchaser*" means Kerala State Drugs and Pharmaceuticals Ltd.
- (g) "The Supplier" means the individual or firm supplying the Goods under this Contract.
- (h) "The Project Site", where applicable means the place or places named in GCC.
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable up to completion of supply, installation, testing and commissioning of the equipment by the supplier at the Project site and accepted by the Purchaser.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country or origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the **Purchaser's** prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the **Purchaser** in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 4.2 The Supplier shall not, without the **Purchaser's** prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract. 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the **Purchaser** and shall be returned (in all copies) to the **Purchaser** on completion of the supplier's performance under the Contract if so required by the **Purchaser**.

5. Patent Rights 5.1 The Supplier shall indemnify the **Purchaser** against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6 Performance Security

6.1 Within 15 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the **Purchaser** in the amount of 5% of contract value valid up to 60 days after the date of performance obligations. 6.2 The proceeds of the performance security shall be payable to the **Purchaser** as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 6.3

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms: (a) A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the **Purchaser**; or (b) A crossed demand draft drawn in favour of the purchaser. 6.4 The performance security will be discharged by the **Purchaser** and returned to the Supplier at the earliest following the date of completion of the Supplier's performance obligations, including any warranty obligations.

7. Inspection and Tests

7.1 The **Purchaser** or its representative shall inspect and/or test any/all the equipment to confirm their conformity to the contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the Consignee to inspect and test the equipment on receipt at destination. If the equipment fails to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the purchaser.

7.2 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in

at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the **Purchaser** or its representative prior to the Goods despatched.

7.3 Nothing /in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.0 Packing 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements ordered by the **Purchaser**.

9. Delivery and Documents 9.1 Delivery of the Goods shall be made by the Supplier during the office hours in accordance with the terms specified by the **Purchaser** in the Notification of Award.

10. Insurance For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from “ Warehouse to Final Destination” on “All Risks” basis.

11. Transportation 11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services The following services shall be furnished and cost shall be included in the contract price.

- a) Unloading, safe storage and handling of consignment at site.
- b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
- c) Furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods.

13. Spare Parts 13.1 The Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the **Purchaser** may elect to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts: (i) advance notification to the **Purchaser** of the pending termination, in sufficient time to permit the **Purchaser** to procure needed requirements; and (ii) following such termination, furnishing at no cost to the **Purchaser**, the blueprints, drawings and specifications of the spare parts, if and when requested.

13.2 The bidders should ensure spares, consumables and accessories availability for the model offered for at least ten years.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the **Purchaser's** specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

14.2 This warranty shall remain valid for ONE years after the Goods or any portion thereof as the case may be, have been delivered, installed, working satisfactorily and accepted at the final destination indicated in the Contract.14.

14.3 The **Purchaser/** end user shall promptly notify the supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the **Purchaser**.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the **Purchaser** may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the **Purchaser** may have against the Supplier under the contract.

14.6 A copy of the ratified warranty card has given to the concerned institution head and to the **Purchaser**.

14.7 The warranty should be comprehensive.

14.8 The warranty should include the accessories and other devices supplied

14.9 The warranty period should include four quarterly preventive maintenance visits by qualified Service Engineers and all break down and application calls without any cost to the **Purchaser** .

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under the Contract will be split into two parts – supply of plant and equipment at site and erection & commissioning

(a) Supply of Plant and equipment:

- i) 90% of the supply value including 100% duties & taxes shall be paid on receipt and acceptance of materials at site along with relevant certificates for claiming CENVAT.

ii) Balance 10% of the supply value shall be released on satisfactory completion of erection & commissioning and performance guarantee runs of the plant and equipments and on submission of performance bank guarantee for an equivalent amount in the prescribed format towards warranty period.

b)Erection and Commissioning

i) 90% of the contract value will be paid on satisfactory completion of erection & commissioning and performance guarantee of the plant and equipments.

ii) Balance 10% of the contract value shall be released on satisfactory performance of the entire plant for one year or on submission of performance bank guarantee for an equivalent amount in the prescribed format towards warranty period and after obtaining no liability certificate from the concerned department as per work order terms.

Contract price shall be payable subject to any deduction which the purchase may be authorized to make under the contract and under any other statutes.

15.2 The Suppliers request(s) for payment shall be made to the **Purchaser** in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, installed, working satisfactory report from the head of the concerned institution and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payment shall be made by the **Purchaser** based on the invoice/claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

16. Prices

Prices payable to the supplier as stated in the contract shall not be subject to adjustment during the performance of the contract.

17. Change Orders

17.1 The **Purchaser** may at any time by written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the **Purchaser**; (b) the method of shipping or packing

(a) the place of delivery;

or

(b) the services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the

Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the *Purchaser's* change order.

18. Contract Amendments 18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the *Purchaser's* prior written consent.

20. Subcontracts 20.1 The supplier shall notify the *Purchaser* in writing of all subcontracts awarded under the contract within a period of 15 days from date of award of contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

20.2 Subcontract shall be only for bought-out items and sub-assemblies.

21. Delays in the Supplier's Performance 21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the *Purchaser* in its Schedule of Requirements. 21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the Services, the Supplier shall promptly notify the *Purchaser* in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the *Purchaser* shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless any extension of time is agreed upon pursuant to GCC clause 21.2 without the application of liquidated damages.

22. Liquidated Damages 22.1 Subject to Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the *Purchaser* shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5% of the delayed goods or services contract price. Once the maximum is reached, the *Purchaser* may consider termination of the Contract.

23. Termination by Default 23.1 The *Purchaser* may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part; (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof

granted by the **Purchaser** pursuant to clause 21; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. 23.2 In the event the **Purchaser** terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the **Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **Purchaser** for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure 24.1 Notwithstanding the provisions of GCC Clauses 21,22,23, the Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 24.2 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the **Purchaser** either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the **Purchaser** in writing of such conditions and the cause thereof. Unless otherwise directed by the **Purchaser** in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

25. Termination for Insolvency

25.1 The **Purchaser** may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination 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 or will accrue thereafter to the **Purchaser**.

26. Termination for Convenience

26.1 The **Purchaser**, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination

shall specify that termination is for the **Purchaser's** convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. 26.2 The Goods that are complete and ready for shipment within 15 days after the Supplier's receipt of notice of termination shall be purchased by the **Purchaser** at the Contract terms and prices. For the remaining Goods, the **Purchaser** may elect. (a) to have any portion completed and delivered at the Contract terms and prices; and /or

(b) to cancel the remainder and pay to the Supplier for materials and parts previously procured by the Supplier.

(c) **Purchaser** will not accept any claims of the supplier for any partially prepared materials.

27. Resolution of Disputes 27.1 The **Purchaser** and the supplier shall make every effort to resolve amicably by direct/informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If the parties fail to resolve the dispute by direct/informal negotiation then, the same shall be referred to the sole arbitration of an officer, who shall be appointed by the purchaser. The award of the arbitrator shall be final and binding on the parties to this contract.

27.3 In case of dispute or difference, Legal jurisdiction shall be Alappuzha, Kerala State.

28. Governing Language

28.1 The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

30. Notices

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by telex or facsimile and confirmed in writing to the other Party's address .

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

5 - Stamp Paper Agreement(DRAFT)

THIS AGREEMENT made theday of, 20.....between.....
(Name and address of **Purchaser**) represented by the Managing Director.....
(hereinafter "the **Purchaser**") of one part and(Name and Address of Supplier)
..... (herein after "the Supplier") represented by (Name
of the Authorized Signatory and Designation), Aged.....years, residing at
.....(Full Residential Address of Signatory) of the part:

WHEREAS the **Purchaser** is desirous that certain Goods and ancillary services should be
provided by the Supplier, viz., (Brief Description of
Goods and Services) andhas accepted a bid by the Supplier for
the supply of those goods and services in the sum of.....
(Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as
Part of this Agreement, Viz.:
 - (a) The Bid Form and Price Schedule submitted by the Bidder;
 - (b) The user requirement specification
 - (c) The Conditions of Contract;
 - (d) The **Purchaser's** Notification of Award.
3. In consideration of the payments to be made by the **Purchaser** to the Supplier
as herein after mentioned, the Supplier hereby covenants with the **Purchaser**
to provide the Goods and Services and to remedy defects therein in conformity in
all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the
provision of the Goods and Services and the remedying of defects therein, the Contract
Price or such other sum as may become payable under the provisions of the Contract at
the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED/PROVIDED BY THE SUPPLIER ARE:

Sl.No.	Brief Description of Goods	Quantity to be Supplied	Unit Price	Total Amount (3 x 4)	Sales Tax & other Taxes Payable
1	2	3	4	5	6

Total Value: 5+6

Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said..... **(For the Purchaser)**
in the presence of.....

Signed, Sealed and Delivered by the
Said.....)For the Supplier) (Signature, Name, Designation and
Address with Office Seal)

in the presence of

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)

6 - PROFORMA FOR BANK GUARANTEE

Bank Guarantee No.:

Date :

This GUARANTEE BOND made on this Day of by the and having its registered office at (hereinafter called the 'BANK' which expression shall include its successors and / or assignees) in favour of M/s Kerala State Drugs & Pharmaceuticals Ltd., having its registered office at Alappuzha, Kerala (herein after called the 'OWNER' which expression shall include its successors and / or assignees) in pursuance of an agreement entered into (hereinafter called 'THE AGREEMENT') between the Owner and the (herein after called 'THE SUPPLIER') for the Supply,Erection and Commissioning of Machineries, as specified and as per terms of the agreement, the Bank agrees to the following :

1. We (herein after referred to as Bank) do hereby undertake TO PAY THE OWNER AN AMOUNT NOT EXCEEDING Rs..... (Rs..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by by reasons of any breach by the said contractor of any of the terms or conditions contained in the said agreement.
2. We do, at the request of the said contractor(s) hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the Owner, stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by Owner by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amounts due and payable by and liability of the Bank under the Guarantee and we.... Do hereby undertake to pay the Owner the amount demanded not withstanding any dispute or disputes raised by the said contractor(s) on any ground whatsoever and not withstanding any proceedings pending in any court or tribunal relating to the said agreement or this Guarantee,

the liability of the Bank under the Guarantee being absolute and unconditional. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs..... Only)

3. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all dues of the Owner under or by virtue of the said agreement have been fully paid and it's claim satisfied or discharged or till Owner certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s) and accordingly discharge this guarantee, unless a demand or claim under the guarantee is made on us in writing on or before the , we shall be discharged from all liabilities under this guarantee there after.
4. We further agree with Owner, that the owner has fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said supplier(s) from time to time or to postpone for anytime or from any time to time, any of the powers exercisable by the Owner against the said suppliers and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liabilities by reason of any such variation or extension being granted to the suppliers, or for any forbearance, act or omission on part of the owner or any indulgence by the owner to the said supplier(s) or by any such matter or thing whatsoever, which under the law relating to sureties would, but for this position have effect of so relieving us.
5. We lastly undertake not to revoke this Guarantee during its currency without the previous consent of the owner in writing and that our liability under this Guarantee shall not be impaired or extinguished on account of any change in the constitution of the said suppliers.

Dated the day of for Bank Ltd.

Signature of Banker

7 – PROJECT SITE INFORMATION

1. Owner : M/s. Kerala State Drugs & Pharmaceuticals Ltd.
2. Project Title : Modernization
3. Project Location : Kalavoor, Alappuzha District, Kerala.
4. Project Office : Kerala State Drugs Pharmaceutical Ltd.
(A Government Of Kerala Enterprise)
Kalavoor, Alappuzha, Kerala State, India PIN : 688 522

5. Nearest Railway Station : Alappuzha, Kerala
6. Nearest Airport : Cochin International Air Port
7. Climatic Condition : Tropical

8. Ambient Air Temperature : ...35° C.....
 - a. Maximum : ...17° C
 - b. Minimum

9. Relative Humidity
 - c. Maximum : ...92.....
 - d. Minimum : ...63.....

10. Design Wind Pressure : In accordance with the provisions of IS: 875 (Code of practice for structural safety of buildings : Loadings Standards)
Average 10 kmph

8 - LETTER OF SUBMISSION OF TENDER

To
The Managing Director,
M/s. Kerala State Drugs Pharmaceutical Ltd. Kalavoor P.O.,
Alappuzha, Kerala,

Sir,

Having examined the tender document relating to the supply of Machineries comprising of the Tender Notice, Conditions of Contract, Specifications etc.. and having understood the provisions and requirements relating to the work, having conducted a thorough study of the job, location of the site, transportation and communication facilities and all other factors governing the work, I/We hereby submit our offer for the execution of the proposed work in accordance with the terms and conditions and within the time period specified in the tender document, at the rates quoted by me / us in the accompanying Price Bid. I/We agree to keep the tender open for Ninety days (90) from the date of opening thereof and not to make any modifications in its terms and conditions.

I / We confirm having deposited earnest money of Rs.....
(Rupees.....) by Demand
Draft/Bank Guarantee No..... dated..... drawn on.....
Bank, branch attached here to.

I / We further confirm that :

- a. I / We have successfully supplied and commissioned various pharmaceutical Machineries of similar nature and I / We have vast experience in handling large works of this nature.
- b. I / We have sufficient qualified manpower and necessary materials and equipments to execute the work efficiently.
- c. The quoted rates shall be valid up to the completion of the work.
- d. I / We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation / discrepancy except that specially mentioned in deviation sheet enclosed with the tender.
- e. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate the information derived there from to any person other than a person to whom I/We am/are otherwise to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of the Tenderer

Postal Address

Witness

Signature

Name

Postal Address

Occupation

FORMAT FOR COMPLETION SCHEDULE

Sl. No	Activities description	Responsibility	Period in weeks	
			Week starting	Week ending
1	Placement of order (effective date of order)	KSDP	August 2010 – 1 st week	
2	Finalise contract agreement (ACCEPTANCE OF purchase/Work Order)	Supplier		
3	Visit KSDP collection of data required by supplier			
4	Submission of QAP/data/drawing by supplier to KSDP Engineer for reference /approval i)Load data ii) Foundation drawings iii)General layout/ arrangement drawings			
5	Procurement of materials			
6	Fabrication/Manufacturing			
7	Procurement of bought out items			
8	Shop testing/ painting			
9	Packing/ forwarding shipment			
10	Receipt at KSDP site			
11	Site Preparation			
12	Erection works			
13	Final inspection & testing			
14	Testing/ trials/Commissioning			
15	Performance guarantee test			
16	Finish painting			
17	Site documentation			
18	Handing over			

Supplier's Copy

USER REQUIREMENT SPECIFICATION

Name of the Company :
Contact Person :
Address :
Contact Details :
Department :
Equipment and Code No. : Packing Conveyor (BT-6.0, BD-7.0)
Ref. No. :
Date :
Enclosures :

PACKING CONVEYOR

ANNEXURE - I : BASIC DETAILS OF THE MACHINE

DESCRIPTION

(To be specified by the supplier, if any variation)

Type	:	Linear
Model	:	*
Type of products to be conveyed	:	Blister / Bottle
Length	:	12 feet
Width	:	33 inches
Height	:	30 inches
Type of Belt	:	Endless

*** To be specified by the supplier**

ANNEXURE - II : cGMP FEATURES

DESCRIPTION

(To be specified by the supplier, if any variation)

MOC : Table Top : SS 304
: Belt : PVC
: Structure : SS 304 square pipe
Working Area :
Environment : Temperature : $24 \pm 2^{\circ}\text{C}$
: Relative Humidity : Ambient

Finish for side tables : Matt Finish

The equipment should be smooth finished without any sharp edges and crevices
All internal should have SS / AL / PVC pencil covings.

*** To be specified by the supplier**

ANNEXURE - III : OPERATIONAL FEATURES

DESCRIPTION

(To be specified by the supplier, if any variation)

- Working space on both sides : 250 mm on each side
- Speed of the conveyor : *
- Height of the conveyor from ground level : * (To be adjustable)
- Belt Details : Length : *
: Width : 200 mm
: Thickness : *

Adjustable bolt to be provided for belt tightening

*** To be specified by the supplier**

ANNEXURE - IV : ELECTRICAL DETAILS

DESCRIPTION

(To be specified by the supplier, if any variation)

Standard Operating Frequency	:	50 Hz
Standard Operating Voltage	:	230V / 415V
RPM	:	*
Motor Details	:	*
Gear Box Details	:	*
VFD Details	:	*

Major Cabling details

For main supply (In client's scope)	:	*
For Main drive motor	:	*

Starter to be provided.

Any other detail not mentioned above, also to be included.

*** To be specified by the supplier**

ANNEXURE - V : PHYSICAL DETAILS

DESCRIPTION

(To be specified by the supplier, if any variation)

- Dimension : i. *
- (In mm)
- Floor Space : ii. *
- Net Weight : iii. *
- (In Kgs.)
- Type of : *
- Packing
- Case : *
- Dimension
- (In mm)
- Gross : *
- Weight (In
- Kgs.)
- Foundation : *, if applicable
- Details

*** To be specified by the supplier**

ANNEXURE - VI : LIST OF ANCILLARY / ACCESSORIES / OPTIONAL ITEMS

DESCRIPTION

(To be specified by the supplier, if any variation)

- Variable Frequency Drive to be provided.

Details of Bought out components to be specified.

Any other ancillary or accessories or optional items not mentioned above also to be quoted.

ANNEXURE - VII : DOCUMENTATION

List of all Documents to be supplied along with equipment [AS APPLICABLE]

Sr. No.	Document to be supplied	Qty	Remarks
1	Design and operational qualification	2 sets	
2	SAT/FAT procedures	2 sets	
3	Operation manual	2 sets	
4	Maintenance manual	2 sets	
5	Spare parts manual	2 sets	
6	All engineering drawings	2 sets	
7	List of instruments	2 sets	
8	Calibration certificates	2 sets	
9	Warranty / Guarantee	2 sets	
10	List of all components with referencing	2 sets	
11	P& I process flow diagrams	2 sets	
12	Civil foundation drawings	2 sets	
13	Pre installation requirements	2 sets	
14	Installation requirements	2 sets	
15	Installation manual	2 sets	
16	Technical literature, data sheets and equipment catalogues	2 sets	
17	IQ, OQ, DQ and PQ documents.	2 sets	

ANNEXURE - VIII : TERMS AND CONDITIONS

Delivery Period : *

Payment Terms : *

Packaging and Forwarding : *

Excise / Taxes / Octroi : *

Material for Trial : *

Installation and Commissioning : *

Submission of documents and drawings

Response to URS and submission of quotation : Within 1 week

Submission of detail functional design specification and schematic drawings : Within a week after order finalization

Submission of FAT/SAT specification : 2 weeks before FAT

Submission of DQ, IQ, OQ, PQ documents : With equipment delivery

Final Drawings / Diagrams : With equipment delivery

The supplier should notify the end user 2 weeks in advance of the beginning of FAT

Catalogue, Equipment drawing, List of clients and year of establishment to be submitted alongwith quotation.

Any other terms, not mentioned above, also to be specified.

*** To be specified by the supplier**

ANNEXURE - IX : **ABBREVIATION**

1.	URS	:	User Requirement Specification.
2.	KSDPL	:	Kerala State Drugs & Pharmaceuticals Ltd.
3.	DQ	:	Design Qualification
4.	IQ	:	Installation Qualification
5.	OQ	:	Operational Qualification
6.	PQ	:	Performance Qualification
7.	SS	:	Stainless Steel
8.	RHS	:	Right Hand Side
9.	MOC	:	Material of Construction
10.	KW	:	Kilo Watt
11.	HP	:	Horse Power
12.	RPM	:	Rotation Per Minute
13.	FLP	:	Flame Proof
14.	cGMP	:	Current Goods Manufacturing Practices
15.	P& ID	:	Piping and instrumentation diagram
16.	O&M	:	Operation and Maintenance
17.	GA	:	General Arrangement
18.	SLD	:	Single Line Diagram
19.	HOD	:	Head of Department
20.	QA	:	Quality Analysis
21.	NMT	:	Not more than
20.	VFD	:	Variable frequency drive

Any other details, not mentioned in Annexure I to VIII, to be specified in the quotation/specification by the vendor.

**KERALA STATE DRUGS & PHARMACEUTICALS LTD.
KALAVOOR P.O., ALAPPUZHA**

PRICE (FINANCIAL) BID

**(TO BE SUBMITTED IN A SEALED ENVELOPE MARKED AS
“ENVELOPE – 2 PRICE BID”)**

TENDER No: KSDP/PR/T – ME – 10/ 2010 –11

PACKING CONVEYORS

FORMAT FOR PRICE

QUANTITY REQUIRED: 2 NOS.

The final rate inclusive of all Accessories shall be in the below given format.
Please attach necessary additional sheets giving rates of each Accessories/items.

SI No	Particulars	Unit rate (in Rupees)	Total (in Rupees)
1	Fabrication & Supply of plant & Equipments:(on F.O.R basis) (a) Plant/Equipments/Components. (b) Structures for erection. (c)Taxes and duties Sub Total:		
2	Freight and insurance for Plant/ Equipments/Components etc. (a) Freight & handling at site. (b) Insurance for transit cum storage cum erection of all items (c) Taxes and duties Sub Total:		
3	Erection, Commissioning and Performance tests. (a) Erection of plant & equipments, and connected systems. (b) Commissioning & performance tests. (c) Taxes and duties Sub Total:		
GRAND TOTAL			