

**KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES  
DEVELOPMENT LTD**

KAMALESWARAM, TRIVANDRUM.695009 , KERALA STATE  
Phone 0471 2457172,2457756 Fax 0471-2457752

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**TENDER NOTICE NO.XI**

Competitive tenders in separate sealed covers super scribed with the name and number of tender are invited in two-bid system for the supply and erection of the following machinery/equipments for its Glucosamine Plant as per European Pharma copea standards from the manufacturers, authorised distributors reputable suppliers and sole agents.

Tender No.	Description.	Tender document price (Non Refundable).
No.XI	Fabrication of structure & pipeline works	Rs 500+ tax

The tender forms with detailed specifications and terms and conditions may be had from Matsyafed Head Office at Trivandrum on payment of Rs500 + tax. and is not refundable under any circumstances or can be downloaded from the web site [www.matsyafed.org](http://www.matsyafed.org)

The tenderers can submit tenders for either all the machinery/equipment or in part.

Due date and time for receipt of tenders at 3 PM on 23.09.2010

Due date and time for opening of tenders at 4 PM on 23.09.2010

The bid should contain

- a) Prescribed tender form duly signed and sealed
- b) Detailed technical specifications with price quote.
- d) Earnest Money Deposit of Rs 10000
- e) Agreement in Rs100 stamp paper
- f) List of installations in India, fully your own installed or part.
- g) Details of service facility
- h) Compliance to payment condition

The tenders duly filled and signed by the tenderer along with necessary documents should be submitted to the Managing director, Kerala state co-operative federation for

fisheries Development Ltd(MATSYAFED),Kamaleswaram, Manacaud. P.O Trivandrum-695009 on or before 3 pm on 23.09.2010

Specimen of the agreement to be submitted in stamp paper is in the last page of the tender form. Earnest Money Deposit (EMD) amount of Rs 10000 (ten thousand only) shall be submitted by way of demand draft, deposit receipt or bank guarantee in favour of The Managing Director, Kerala state co-operative federation for fisheries Development Ltd(MATSYAFED),Kamaleswaram,Manacaud.P.O Trivandrum-695009. In the case of bank guarantee, its validity should be up to 30/6/2011.

The bids will be opened at 4 PM on 23.09.2010 at the office Managing Director, Matsyafed, Trivandrum in the conference hall in the presence of such tenderers or their authorized representatives who may be present at that time.

The Managing Director, MATSYAFED, Trivandrum reserves the right to accept or reject all or any tender at his sole discretion without assigning any reason. For legal purposes, the cause of action will be deemed to have arisen in Trivandrum, Kerala state.

### **TERMS AND CONDITIONS**

1. The latest model shall be quoted and certified.
2. The bid will be examined by a committee decided by the management to assess the technical capability, credibility and authenticity of the bidder.
3. The quoted price should include cost of the equipment, all duties and taxes, freight, insurance, installation and commissioning separately.
4. Payment condition:
  - (a) If the price is quoted in Indian rupees, 90% payment will be released after successful commissioning.10% of the price will be retained as security deposit .and will be released on completion of the guarantee period.
5. Factory site/Installation site  
All the equipments/machinery as per this tender is to be delivered & installed in the factory site in Paravoor village in Alappuzha district
6. The works should be done by the supplier as per the instruction of officials of Matsyafed.
7. Delivery period:- The equipment and its accessories should be completely supplied, installed and commissioned as per the requirement of the project execution and direction given by the officers of Matsyafed
8. List of installations in India over past 5 years shall be provided
9. Duely completed tender document through registered post or in person will only be accepted as per the time schedule.

**ANNEXURE-I**

**CONTRACT AGREEMENT**

(to be executed by the successful bidder on award of the contract on Rs. 100/- Kerala Stamp Paper(Non Judicial)

This agreement made on this ..... day of ..... between the Managing director, Kerala state co-operative federation for fisheries Development Ltd (MATSYAFED), Kamaleswaram, Manacaud. P.O Trivandrum-695009 herein after called MATSYAFD which expression shall include its administrators, successors, executors and assigns) of the one part and ..... (name of contracting company), a company/firm incorporated under the ..... having its registered Office at ..... (herein after referred to as “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS MATSYAFED has invited bids for supply and erection of the machinery/equipments for its Glucosamine plant as per European pharma copeia standards from manufacturers ,authorized distributors, reputable suppliers (briefly describe scope of the works) as per its Tender notice No. ....dated .....

AND ..... WHEREAS \*..... had participated in the above referred bidding vide their proposal no. ....dated ..... and Matsyafed accepted the aforesaid proposal and awarded the ..... contract to\*..... on terms and conditions contained in its work order No. ....dated ..... and the documents referred to therein, which have been accepted by \*.....resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

## 1. AWARD OF CONTRACT

1.1 MATSYAFED has awarded the contract to \*..... for the work of the supply and erection of ..... on the terms and conditions contained in its work order No.....dated..... and the documents referred to therein. The award has taken effect from ..... ie., the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

## 2. CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated as per the following documents attached herewith (hereinafter referred to as “Contract Documents”):

i)MATSYAFED’s Tender Documents in respect of tender No. ....dated .....

consisting of Notice inviting Tender and conditions of contract including all amendments issued vide its letter(s) no(s). .... dated .....

(Volume-I)

ii)Matsyafed’s Schedule and Technical Specification (including Amendments issued vide its letter no..... dated .....

(Volume-II)

iii) ..... proposal no..... dated ..... along with proposal sheets, payment terms and work schedules submitted by Contractor for the supply and erection of the Glucosamine plant

(Volume-III)

\* Brief name of the contracting company

iii) Agreed Minutes of the meeting held on ..... between MATSYAFED and the Contractor.

(Volume-IV)

iv)MATSYAFED’s Work Order No. ....dated ..... duly accepted by the Contractor.

(Volume-V)

2.2 All the aforesaid contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the Bid Documents (Volume I & II) and what has been specifically agreed to by Matsyafed in its Work Order. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" (Volume-III) but not agreed to specifically by Matsyafed in its Work Order shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

### **3. CONDITIONS AND COVENANTS**

3.1 The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in MATSYAFED's Work Order No. ....dated..... read in conjunction with other aforesaid contract documents. The contract shall only be performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specification under "exclusions" or Work Order.

#### **3.3 TIME SCHEDULE**

Time is the essence of the contract and schedules shall be strictly adhered to. The Contractor shall perform the work in accordance with the agreed schedule as given in the work order.

3.4 The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters, as stipulated in the Technical Specifications (Volume II) and in the event of any deficiencies found in the requis its performance figures, the MATSYAFED may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

3.5 It is further agreed by the Contractor that the contract performance guarantee shall in no way be construed to limit or restrict the Matsyafed 's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in para 3.4 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

3.6 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms and conditions contained in the Agreement.

Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

#### **4. SETTLEMENT OF DISPUTES**

4.1 It is specifically agreed by and between the parties that all the differences of disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement & arbitration as specified in the relevant clauses of the conditions of the contract and the provisions of the Indian Arbitration Act, 1940 shall apply and Kerala Courts at Alappuzha alone shall have exclusive jurisdiction over the same.

4.2 Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due, addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Thiruvananthapuram.

For KERAL STATE CO-OPERATIVE FEDERATION FOR FISHERIES  
DEVELOPMENT LTD

(Signature)

(Name), (Designation)

(Seal)

for Contractor (Contractors signature),

( Name), (Designation)

(Seal)

Witnesses:

1.

2.

Witnesses:

1

**KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES**  
**DEVELOPMENT LTD (MATSYAFED)**

**Specification sheet for Tender No.XI**

**Machinery support structure & Pipeline works**

Sl. No.	Equipment	Brief Specification	Purpose	Quantity	Rate/unit
1	Making structural support for the machinery ,with necessary protective coating	Making structural supports for positioning the machinery & Production line	For the Proper positioning of the machineries	As per requirement`	
2	Connecting the machineries & equipments with necessary pipe lines of suitable dia .and material (S.S , M.S & Non Ferrous) with necessary protective coating	Connecting the machines and equipments with necessary pipes of S.S, M.S & Non ferrous materials	Connecting the production line	-Do+	