

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

BIDDING DOCUMENT

Procurement of Machines for Fish Meal Plant

(Following Single-Stage: Two-Envelope Bidding Procedure Under
Limited International Bidding)

Volume 1 – Technical Bid

Managing Director.
KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES
DEVELOPMENT LIMITED. (MATSYAFED)
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Invitation for Bid No: Mfed/M1/003/2008

Contract Package No : Mfed/M1/003/2008

Country : INDIA

Issued on :

Issued to :

Receipt No.

Date.

Issued by

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

Issued to :

Name of bidder/firm/organisation :

Address of bidder/firm/organisation :
:
:
:
:

Receipt no : Dated:.....

Issued by:

**MANAGING DIRECTOR
MATSYAFED**

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1 INVITATION FOR PARTICIPATING IN THE BID

Date: 31. May 2010

To

Shri / M/s _____

Name of Work : Procurement of Machinery for Fish Meal Plant

Bid No : Mfed/M1/003/2008

Dear Sir,

Matsyafed, KERALA STATE Cooperative federation for Fisheries development Ltd is the apex federation of 653 primary fishermen cooperatives with major equity participation with government of Kerala is working for the socio economic development of fishermen of the State.

The Matsyafed requires that Tenderer and Contractors, under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Matsyafed

(a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Supply in question;

Bid documents for the above mentioned Supply are enclosed herewith. Please note that bids will be received by the Managing Director Matsyafed, Kamaleswaram, Mancuad, Thiruvananthapuram, Kerala, India- or anyone duly authorised by him up to 24.04.2010 at 15.00 hrs .Procurement of Machinery for Fish Meal Plant. The bidder is required to submit bid documents in sealed covers.

Bids received in time will be opened at Procurement of Machinery for Fish Meal Plant on the due date and time fixed for opening of bid. Bidders (who have submitted bids or their authorised representatives) may be present at the time of opening at their own discretion.

The bidder shall submit his bid for the above work by depositing the required 'Earnest Money' along with the bid. However, in the event of acceptance of the bid, the successful bidder will have to lodge specified security deposit.

Bids received late, i.e. after the due date and time fixed for receipt of bid will not be considered. Telegraphic offers, offers by fax or e-mail shall not be considered even if received on time.

Bids submitted shall strictly comply with the following requirements:

1. Bids should be signed in ink, dated and authenticated in all places provided for in the documents.
2. Corrections, if any, in the entries made must bear the initial of the signatory to the bid documents.
3. If a bid is submitted on behalf of a firm or partnership or a limited concern, it must be signed either by all the partners or a person holding a valid power of attorney from the partners constituting the firm. The person signing the bid on behalf of a partner or on behalf of a firm shall attach with the bid a power of attorney duly executed in his favour by such other person or by the partners in accordance with the constitution of the company (in case of company) stating that he has authority to bind such other person or the firm or the company, as the case may be, in all matters pertaining to the contract.
4. A copy of the document authenticating the legal status of the bidder, whether partnership / limited company etc shall be furnished. The bidder shall submit balance sheets for the last three years (2006-2007, 2007-2008, 2008-2009) duly certified by a Chartered Accountant / Certified Public Accountant.
5. The bidder should specifically note that he is required to quote all inclusive rates for the supply of the entire machinery covered in the schedule. The bidder shall not include any conditions for fluctuation of prices in labour, materials, equipment, services, transport, software applications and all statutory taxes and levies.
6. Technical bids will be opened in the presence of bidders on the due date and time fixed for opening of bids. Bidders, who submit their bids and are desirous of being present at the time of opening of the bids, may do so at the appointed time.
7. This letter shall form part of the bid documents and shall be returned duly signed along with bid documents.

Bidder

Managing Director
MATSYAFED

2 BRIEF PARTICULARS OF BID

2.1 Invitation to Bid

The Managing Director, Matsyafed, Trivandrum invites sealed competitive bids from competent and experienced manufacturers for participation in the supply.

Name of Project	MATSYAFED
Name of Work	Procurement of Machinery for Fish Meal Plant

2.2 Pertinent Points

Detailed terms and conditions as well as technical specifications for the items of works as indicated in the INVITATION FOR PARTICIPATING IN THE BID are contained in the bid documents for the above work. Only one set of the original bid documents shall be made available to each bidder. Duplicate copies will be issued as noted below.

1	Bid reference	Mfed/M1/003/2008
2	Date of sale of bid	
3	Date & time of pre-bid meeting	Not applicable
4	Last date & time of submission of bid	15.00 hrs on 21.06.2010
5	Date & time of bid opening	16.00 hrs on 21.06.2010
6	Earnest Money Deposit (EMD)	Rs.100000 in the form of a DD from a RBI scheduled Bank drawn in favour of the Managing Director, Matsyafed payable at Thiruvananthapuram
7	Cost of bid form	The Bidder(s) shall in separate cover attach within the Cover – A , a Demand Draft for Rs 25000(rupees twenty five thousand only) towards cost of Bid form drawn in favour of the Managing Director, Matsyafed payable at Thiruvananthapuram
8	Cost of duplicate copy	Rs 10000(Rupees ten thousand only) +taxes.
10	Bid validity	90days
11	Time of completion of the work	180 days from the date of Letter of Agreement (LOA)

12	Address for communication	Managing Director, Kerala State Cooperative Federation for Fisheries Development Ltd(Matsyafed) Kamaleswaram ,Manacadu PO.Thiruvananthapuram
Place Date	:Thiruvananthapuram : 31.05.2010.	Managing Director, Matsyafed

Bidder

**Managing Director
Matsyafed)**

3 NOTICE INVITING BID

3.1 Invitation

Sealed competitive bids are invited for and on behalf of Matsyafed by the undersigned from competent and experienced manufacturers who are hereby invited for participation in the bidding procedures for the works.

Name of Project	MATSYAFED
Name of Work	Procurement of Machinery for Fish Meal Plant.

3.2 Bid Format

The bid shall be accepted in a single sealed cover containing two separate sealed covers marked Cover A and Cover B addressed to the Managing director, Matsyafed Thiruvananthapuram – 695009.

3.3 Bid Content

The common sealed envelope shall contain two separate sealed covers marked Cover A and Cover B. The following has to be super scribed on the common cover:

1. The bid Number :
2. Name of the work :
3. Due date for receipt of bid :
4. Name and address of the bidder:

3.3.1 Cover A:

The Sealed **Cover A** (with bid number, name of work, and the words “Technical Bid” superscribed) shall contain:

1. Earnest Money Deposit (EMD)
2. Cost of bid document in the form of a separate DD for the specified amount in the case of down loaded documents.
3. Technical details / technical proposal
4. Formats and data sheets
5. Work implementation programme as a bar chart
6. Volume 1 of bid document with signatures on all pages
7. Document for legal status of bidding firm and balance sheets
8. No relationship certificate

9. Notarised Letter in favour of the person signing the bid (in case of company)
10. Letter from the bidder's banker confirming a fund availability that is sufficient for supply and execution of the work for the project period

3.3.2Cover B

Sealed Cover B (with bid number, name of work, and the words "Price Bid" super scribed) and enclosing:

1. Price Bid (Volume #2) duly filled up

3.4 Note

The bid in a sealed cover super scribing the details mentioned in paragraph 3.3 above and with enclosures mentioned in paragraph 3.3 above shall reach the office of the Managing Director, Matsyafed, Thiruvananthapuram – 695--009 not later than 15 hrs on 21.06.2010. Late bids shall not be accepted. Bids (Technical Bids) shall be opened at 16 hrs on 21.06.2010 on the same date at the office of the Managing director, Thiruvananthapuram – 695 009. The bidders are advised to be present for the bid opening. Entries regarding the details of the bids received shall be made in the presence of the bidders present and can be signed by the willing bidder from among those present.

Bidder

Managing director

Matsyafed

4 LETTER SUBMITTING THE BID

Reference No.

Place:

Date:

From

To

The Managing director,
Matsyafed,
Kamaleswaram,
Thiruvananthapuram – 695 009.

Sir,

Sub: Submission of bid no..... due by 15.30 Hrs on21.06.2010 for the contract for the work of "Procurement of Machinery for Fish Meal Plant.

Ref: Your bid notification no.dated 31.05.2010

I / We on behalf of,

.....

.....as their duly authorised person(s) in my / our official capacity as

.....of the aforesaid firm, hereby submit this

bid for your consideration. I / We have read and understood all conditions of this

document in full spirit and meaning. I / We hereby agree to accept all the conditions

put forth in the succeeding pages of this document without any deviations or with the

exceptions which may be expressly admitted and accepted by the bid accepting

authority before the award of work. The bid submitted is fully in accordance with the

bid and I / we agree to all conditions specified in the bid.

Yours faithfully,

(Office seal)

Signature with name & designation

Bidder

Managing Director, Matsyafed

5 FORM OF FINAL AGREEMENT

This will be furnished to the successful bidder along with the letter of award.

6 INSTRUCTION TO BIDDERS

6.1 Scope of Bid

1) In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Clause 17- Schedule of Supply (SS). The name, identification, and number of lots of the Limited International Bidding (LIB) are provided in the BDS.

2) Throughout this Bidding Document:

- a) The term “in writing” means communicated in written form with proof of receipt;
- b) If the context so requires, singular means plural and vice versa; and “day” means calendar day.

6.2 Source of Funds

- 1) Contribution from Local Self Government Bodies under Tsunami Rehabilitation Program (TRP)
- 2) Development Funds from Government of India and Government of Kerala.
- 3) Borrowings from Central Government Agencies or from commercial Banks.

6.3 Corrupt Practices

1) Anti-corruption Policy requires bidders, suppliers, and contractors observe the highest standard of ethics during the supply/ execution of contracts. In pursuance of this policy –

a) Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- iii. “Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;
- iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Matsyafed sponsored projects if it at any time determines that the firm has, directly or through an

agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Matsyafed contract.

2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 6.3.1 and Sub-Clause 19.35 (1) c of the General Conditions of Contract.

6.4 Eligible Bidders

- 1 A Bidder may be a natural person, private entity, government-owned entity (subject to Sub-Clause 6.4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
 - a) All parties to the JV shall be jointly and severally liable; and
 - b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
2. A Bidder, and all parties constituting the Bidder, shall have the nationality of a country which has trade relationship with India. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
3. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
 - a) have controlling shareholders in common; or
 - b) receive or have received any direct or indirect subsidy from any of them; or
 - c) have the same legal representative for purposes of this Bid; or
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
 - f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
4. A firm that is under a declaration of ineligibility either by the Government of India or Government of Kerala in accordance with Clause 6.3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

5. Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser
6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
7. Firms shall be excluded if by an act of compliance with a decision of the Government of India prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

6.5 Eligible Goods and Related Services

1. All goods and related services to be supplied under the Contract shall have as their country of origin only from an eligible country. (see Clause 16, Eligible Countries).
2. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
3. The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
4. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
5. If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Clause 15 Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

7 CONTENTS OF BIDDING DOCUMENT

7.1 Sections of the Bidding Document

1. The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with Clause 7.3.
 - Clause (6) Instructions to Bidders (ITB)
 - Clause (12) Bid Data Sheet (BDS)
 - Clause (13) Evaluation Criteria
 - Clause (14) Qualification Criteria
 - Clause (15) Bidding Forms
 - Clause (16) Eligible Countries
 - Clause (17) Schedule of Supply
 - Clause (19) General Conditions of Contract (GCC)
 - Clause (20) Special Conditions of Contract (SCC)
 - Clause (21) Contract Forms
2. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
3. The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7.2 Clarification of Bidding Document

1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 7 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under Clause 7(3) and Sub-Clause 9(2).

7.3 Amendment of Bidding Document

1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to Sub-Clause 9(2).

8 PREPARATION OF BIDS

8.1 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8.2 Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8.3 Documents Comprising the Bid

1. The Bid shall comprise two envelopes namely Cover – A and Cover – B submitted simultaneously, Cover – A containing the Technical Proposal and Cover – B the Price Proposal, enclosed together in an outer single envelope. All envelopes must be sealed.
2. Initially, only the Technical Proposals are opened at the address, date and time specified in Sub-Clause 9(5) The Price Proposals remain sealed and are held in custody by the Purchaser. The Technical Proposals are evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.
3. Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid
4. The Technical Proposal shall contain the following :
 - a) Technical Proposal Submission Sheet;
 - b) Bid Security, in accordance with Clause 8(13);
 - c) Alternative Technical Proposal, if permissible, in accordance with Clause 8(5);
 - d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 8(14);
 - e) Documentary evidence in accordance with Clause 8(9) establishing the Bidder's eligibility to bid;
 - f) Documentary evidence in accordance with Clause 8(10), that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

- g) Documentary evidence in accordance with Clause 8(11) and 10(3), that the Goods and Related Services conform to the Bidding Document;
 - h) Documentary evidence in accordance with Clause 8(12) establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and any other document required in the BDS.
5. The Price Proposal shall contain the following:
- a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with Clauses 8(4), 8(6) and 8(8).
 - b) Alternative Price Proposal corresponding to the alternative Technical Proposal, if permissible, in accordance with Clause 8(5); and
 - c) Any other document required in the BDS.

8.4 Bid Submission Sheets and Price Schedules

1. The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Clause 15 Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
2. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Clause 15, Bidding Forms.

8.5 Alternative Bids

Unless otherwise indicated in the BDS, alternative bids shall not be considered.

8.6 Bid Prices

1. The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with Clause 10(4).
3. The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
4. Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-Clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:

a) For Goods offered from within the Purchaser's country:
Sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and the total price for the item including insurance and freight charge shown separately.

b) For Goods offered from outside the Purchaser's country:

The price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;

The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS.

c) For Related Services:

The local currency cost component of each item comprising the Related Services; and the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder

5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to Clause 10 (3). However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
6. If so indicated in Clause 6(1) Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Price Proposals the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with sub Clause 8(6) 4, provided the Price Proposals for all lots are submitted and opened at the same time.

8.7 Currencies of Bid

1. Bid prices shall be quoted in the following currencies:
 - a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies including the currency of the Supplier's country.
 - b) If some of the expenditures for the Related Services are to be incurred in the purchaser's country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

8.8 Documents Establishing the Eligibility of the Bidder

1. To establish their eligibility in accordance with Clause 6.4, Bidders shall:
 - a) complete the eligibility declarations in the Bid Submission Sheet, included in Clause 15, Bidding Forms; and
2. If the Bidder is an existing or intended JV in accordance with Clause 6 (4), submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

8.9 Documents Establishing the Eligibility of Goods and Related Services

1. To establish the eligibility of the Goods and Related Services, in accordance with Clause 6(5), Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Clause 15, Bidding Forms.

8.10 Documents Conforming Goods and Related Services to Bidding document

1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Clause 17-, Schedule of Supply.
2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Clause 17-, Schedule of Supply
3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

8.11 Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Clause 14- Qualification Criteria.

8.12 Period of Validity of Bids

1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Clause 8.13, it shall also be extended for a corresponding

period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

8.13 Bid Security

1. The Bidder shall furnish as part of its Technical Proposal, a Bid Security in original form and in the amount and currency specified in the BDS.
2. The Bid Security shall be, at the Bidder's option, in any of the following forms:
 - b) a bank guarantee;
 - c) demand draft; or
 - d) pay order;

All from a reputable bank from an eligible country mentioned in document. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Clause 15, Bidding Forms, or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
3. If a bid Security is required in accordance with Sub-Clause 8.13 f, any Bid not accompanied by a substantially responsive Bid Security in accordance with Sub-Clause 21.2, shall be rejected by the Purchaser as non responsive.
4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to Clause 11.5
5. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
6. The Bid Security may be forfeited:
 - a) if a Bidder withdraws its Bid during the period of bid validity as specified in Clause 8.12(1), except as provided in Clause 8.12(2)
 - b) if the successful Bidder fails to :
 - i. Sign the Contract in accordance with Clause 11.4;
 - ii. Furnish a Performance Security in accordance with Clause 11.5;
or
 - iii. Accept the correction of its Bid Price pursuant to Clause 10.4.
7. The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Clause 8.8.1.

8.14 Format and Signing of Bid

1. The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described in Clause 8.3 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Proposal and the Price Proposal, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.
2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialled by the person signing the Bid.
3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

9 SUBMISSION AND OPENING OF BIDS

9.1 Sealing and Marking of Bids

1. The Bidder shall enclose the original of the Technical Proposal, the original of the Price Proposal, and each copy of the Technical Proposal and each copy of the Price Proposal, including alternative bids, if permitted in accordance with Clause 8.5, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate in the respective covers as specified in Clause 8.3.1. The envelopes containing the original and the copies of Technical proposal to be marked Cover A and the envelope containing original and copies of Price Bid to be marked as Cover B and shall then be enclosed in one single envelope.
2. The inner and outer envelopes shall:
 - a) bear the name and address of the Bidder;
 - b) be addressed to the Purchaser in accordance with Clause 9.2.1; and bear the specific identification of this bidding process indicated in the BDS.
3. The outer envelopes and the inner envelopes containing the Technical Bids (Cover A) shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with Clause 9.5.1
4. The inner envelopes containing the Price Bids (Cover B) shall bear a warning not to open until advised by the Purchaser in accordance with Sub-Clause 9.5.2
5. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
6. Alternative Bids, if permissible in accordance with Clause 8.5, shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clauses

8.14, 22, 23 and 9.1, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate

9.2 Deadline for Submission of Bids

1. Bids must be received by the Purchaser at the address and not later than the date and time indicated in the BDS.
2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with Clause 7.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

9.3 Late Bids

The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with Clause 9.2. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

9.4 Withdrawal, Substitution, and Modification of Bids

1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with Sub-Clause 8.14.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:
 - a) submitted in accordance with Clauses 8.14 and 9.1 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
 - b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with Clause 9.2.
2. Bids requested to be withdrawn in accordance with Sub-Clause 9.4.1 shall be returned unopened to the Bidders.
3. No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 8.12 or any extension thereof.

9.5 Bid Opening

1. The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.

2. The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser.
3. First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
4. Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Price Proposals will remain unopened in accordance with Sub-Clause 9.5.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
5. Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with Sub-Clause 9.5.2.
6. All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
 - (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Technical Proposals and alternative Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with Sub-Clause 9.3

7. The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
8. At the end of the evaluation of the Technical Bid, the Purchaser will invite bidders who have submitted substantially responsive Technical Bid and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.

9. The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
10. The Purchaser shall conduct the opening of Price Bid of all Bidders who submitted substantially responsive Technical Bid, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
11. All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded :
 - a) the name of the Bidder
 - b) whether there is a modification or substitution;
 - c) the Bid Prices and alternative offers; and
 - d) any other details as the Purchaser may consider appropriate.

Only Price Bids, and alternative offers read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.

12. The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

10 EVALUATION AND COMPARISON OF BIDS

10.1 Confidentiality

1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is published.
2. Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
3. Notwithstanding Clause 10.1.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

10.2 Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Proposals, in accordance with Clause 10.4

10.3 Responsiveness of Technical Proposal

1. The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - b) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.
3. If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

10.4 Nonconformities, Errors, and Omissions

Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

Provided that a Technical Proposal is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that a Technical Proposal is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Clause 13 and 14 Evaluation and Qualification Criteria.

Provided that the Technical Proposal is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

10.5 Preliminary Examination of Bids

The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in Clause 8.3.4 have been provided, and to determine the completeness of each document submitted.

The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- a) Technical Proposal Submission Sheet in accordance with Clause 8.4.1
- b) written confirmation of authorization to commit the Bidder;
- c) Bid Security, if applicable; and
- d) Manufacturer's Authorization, if applicable.

Likewise, following the opening of Price Bids, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in Clause 8.3.5 have been provided, and to determine the completeness of each document submitted

The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

- (a) Price Bid Submission Sheet in accordance with Clause 8.4.1; and
- (b) Price Schedules, in accordance with Clauses 8.4, 8.6 and 8.8

10.6 Examination of Terms and Conditions; Technical Evaluation

- 13. The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation
- 14. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with Clause 8.11, to confirm that all requirements specified in Clause 17, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.
- 15. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with Clause 10.3, it shall reject the Bid.

10.7 Conversion to Single Currency

For evaluation and comparison of Price Proposals, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.

10.8 Margin of Preference

Unless otherwise specified in the BDS, a margin of preference shall not apply.

10.9 Evaluation of Bids

1. The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.
2. To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause 13 and 14 Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
3. To evaluate a Price Proposal, the Purchaser shall consider the following:
 - a) the Bid Price;
 - b) price adjustment for correction of arithmetic errors in accordance with Clause 10.4.4
 - c) Application of all the evaluation factors indicated in Clause 13 and 14 Evaluation and Qualification Criteria.
4. In the calculation of the evaluated cost of the Bids, the Purchaser shall exclude and not take into account:
 - a) in the case of Goods and Related Services offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - b) in the case of Goods and Related Services offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid
5. The Purchaser's cost evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with Clause 8.6. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Clause 13, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be as indicated in Clauses 13 and 14, Evaluation and Qualification Criteria.
6. If this Bidding Document allows Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to

determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is as specified in Clauses 13 and 14, Evaluation and Qualification Criteria.

10.10 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with Clause 10

10.11 Post qualification of the Bidder

1. The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.
2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8.11, to clarifications in accordance with Clause 10.2 and the qualification criteria indicated in Clauses 13 and 14 Evaluation and Qualification Criteria. Factors not included in Clauses 13 and 14, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.
3. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposal to the Bidder.

10.12 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

11 AWARD OF CONTRACT

11.1 Award Criteria

1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily
2. A Bid shall be rejected if the qualification criteria as specified in Clauses 13 and 14, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

11.2 Purchaser's Right to Vary Quantities at Time of Award

At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Clause 17 Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

11.3 Notification of Award

1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
3. The Purchaser will publish in notice board and its website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

11.4 Signing of Contract

1. Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.
2. Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

11.5 Performance Security

1. Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Clause 21 Contract Forms, or another form acceptable to the Purchaser.
2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily

12 BID DATA SHEET

The followings are the bid data sheets

A. Introduction	
1	The number of the Invitation for Bids is: Mfed/M1/003/2008
2	The Purchaser is: KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. F(T) 738. (MATSYAFED), Kamaleswram, Thiruvananthapuram represented by the Managing Director, Kamaleswaram, Thiruvananthapuram – 695009, Kerala, INDIA.
3	The name of the LIB is: Procurement of Machinery for Fish Meal Plant. Identification number of the LIB is: Mfed/M1/003/2008
4	The purchaser is in : INDIA
5	The name of the Project is: Fish Meal Plant, Arattupuzha, Alapuzha.
6	The Bidder shall be Original Equipment Manufacturer of the Goods indicated in its Bid.
B. Bidding Document	
7	For clarification purposes only, the Purchaser's address is: Attention: Mr. Kesavan Nair.P., Managing Director. Address: KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. F(T) 738. (MATSYAFED)Kamaleswaram, Manacud P. O. City: Thiruvananthapuram ZIP Code: 695009 Country: INDIA Telephone: +91 471 - 2457752. 2457756, 2457172. Facsimile number: +91 471- 2458606 Electronic mail address: matsyafed@asianetindia.com.
C. Preparation of Bids	
8	The language of the Bid is: English.
9	The Bidder shall submit with its Technical Proposal for the following additional documents: 1. List of accessories and mandatory spares 2. Time schedule for manufacturing / assembling/installation/commissioning./trial run process of the good and related services offered.
10	The Bidder shall submit with its Price Proposal the following additional documents: Break up of taxes and duties; Cost of Insurance; Cost of local transportation to the place of destination; Cost of Installation and Commissioning; and cost of testing, as quoted under Schedule for Related Services.

	Price list of accessories and mandatory spares Price list of other spares
11	Alternative Bids shall not be permitted.
12	<i>The Incoterms edition is: INCOTERMS 2000.</i>
13	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIF up to the place of final destination i.e. Arattupuzha, Alleppey District, Kerala State, INDIA.
14	The prices quoted by the Bidder shall be: Fixed.
15	The currency of the Bid shall be: Currency of Bidder's home country or US Dollars.
16	The bid validity period shall be 90 days.
17	A Bid Security shall be required. (<i>To be finalized</i>) An amount equal to INR 1,00,000 (Indian Rupees One Hundred Thousand) or US\$ 2,200 (US Dollars Two Thousand two hundred only) shall be provided as bid security.
18	The bid security shall be in any of the following forms: (a) Bank Guarantee (b) Demand Draft (c) Pay Order All from a reputed bank from an eligible country. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Clause 15, Bidding Forms, or another form acceptable to the Purchaser. The form must include complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the expiry of bid validity period. This shall also apply if the period for bid validity is extended.
D. Submission and Opening of Bids	
19	In addition to the original of the Bid, the number of copies is: One
20	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Notarized letter of authorization in favor of the signatory, issued by a competent authority.
21	The identification of this bidding process is: Mfed/003/2008
22	For <u>bid submission purposes</u> only, the Purchaser's address is : Attention: Mr. Kesavan Nair.P., Managing Director. Address: KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. F(T) 738. (MATSYAFED) Kamaleswaram, Manacquad P. O.

	<p>City: Thiruvananthapuram ZIP Code: 695009 Country: INDIA Telephone: +91 471 - 2457752. 2457756, 2457172. Facsimile number: +91 471 - 2458606 Electronic mail address: matsyafed@asianetindia.com.</p>
23	<p>The deadline for bid submission is: Date: 21.06.2010 Time: 15.00 hours.</p>
24	<p>The bid opening shall take place at: Head Office of Kerala state co-operative Federation For Fisheries Development Ltd (Matssyafed) Kamaleswaram, Manacaud P. O. Thiruvananthapuram Kerala, INDIA. Date: 21.06.2010. <i>Time: 16.00 hours</i></p>
E. Evaluation, and Comparison of Bids	
25	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees. The source of exchange rate shall be: The Reserve Bank of India. The date for the exchange rate shall be: 28 days prior to the deadline for the submission of bids.</p>
26	<p>A margin of preference: shall not apply.</p>
F. Award of Contract	
27	<p>The percentage by which quantities may be increased is: Not Applicable The percentage by which quantities may be decreased is: Not Applicable</p>

13 EVALUATION CRITERIA

13.1 Scope of work

The bids shall be for complete scope of work. Any bid for part scope of work or related services shall be held non responsive and shall be rejected.

13.2 Technical Criteria

No deviation in the technical specifications given in Clause 17 - Schedule of Supply shall be accepted.

13.3 Economic Criteria

1. Adjustment for Deviations from the Terms of payment

Any deviations from the Terms of payment as specified in Special Conditions of Contracts, Clause 8.9, are not permitted.

2. Adjustment for Deviations in the contract completion schedule

The goods covered by this bidding process are required to be delivered in accordance with, and completed within, the supply Completion Schedule specified in Clause 17 - Schedule of Supply. No credit will be given for offering earlier completion. Bids offering late supply completion schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the bid price at the rate of 0.05% of the Bid Price, for each day of delay. Bids offering supply completion schedules beyond three months of the period specified in Clause 17 - Schedule of Supply, shall be rejected.

13.4 Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply, services, etc. would be added to the Bid Price to allow for Bid comparison on an equal basis. The bid evaluation committee, taking into consideration the highest quoted prices from other conforming Bids, would base the price adjustment on an estimate of the cost of missing item. Bids offered for part scope of work shall be rejected.

13.5 Local Handling and Inland Transportation

Cost for inland transportation, insurance and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to project Site as defined in Clause 17 - Schedule of Supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN THE PURCHASER'S COUNTRY provided in Clause 22 - Bidding

Forms. These costs will be taken into account during bid evaluation. If a bidder fails to include such costs in its bid, then the highest cost offered among all the responsive bids will be added to his bid price for comparison of bids.

14 QUALIFICATION CRITERIA

14.1 Financial Criteria

Financial Situation: The Bidder is to submit audited statements of their financial turnover / accounts for the last three (3) years, along with its bid. Where the bidder is not from India and his country does not require a compulsory audit, in lieu of audited accounts and certificates the Bidder may submit accounts certified by a registered accountant supported by copies of tax returns. The Bidder's audited balance sheets certified by a Registered Accountant, supported by copies of tax returns, for the last three years must demonstrate the soundness of the Bidder's financial position. The Bidder's combined turnover for the last three (3) years shall be at least INR 25 million or US\$ 0.55 million. Where necessary the purchaser will make enquiries with the Bidders Bankers. Bidder's net worth and return on equity for the current year should be positive. **Availability of Financial Resources:** The Bidder must demonstrate access to, or availability of, financial resources in form of working capital such as liquid assets, lines of credit from a reputed Bank, and other financial means, other than any contractual advance payments to meet the cash-flow requirement for the execution of the project.

14.2 Experience Criteria.

The Bidder should have successfully completed contract for supply of at least 3 (three) Machinery for Fish Meal Plant and allied machines or more over a period of three-years ending on deadline for bid submission. The party should have supplied Fish Meal Plant machines of similar capacities to three clients in purchaser's country and have completed after sales service facilities in purchasers country.

The Bidder should submit list of the successful completion of supply of Fish Meal plant Machines and allied machinery to a minimum of three clients in the purchasers' country which will be physically verified by the purchaser if required.

14.3 Evaluation and verification

The Qualification Criteria furnished by the bidder will be evaluated and verified for its correctness by a committee constituted for this purpose by the purchaser prior to opening of the price bid submitted by the supplier.

14.4 Litigation

Bidders are required to submit details of all claims, arbitration or other litigation, whether pending or threatened. All such litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% of the Bidder's net worth.

15 BIDDING FORMS

15.1 Technical Proposal Submission Sheet

Date: _____

LIB No: Mfed/M1/003/2008
Invitation for Bid No: Mfed/M1/003/2008

**To: The Managing Director,
Kerala State Co-operative Federation for Fisheries Development Ltd.
(MATSYAFED)
Kamaleswaram, Manacaud P. O.
Thiruvananthapuram – 695 009.
Kerala State, India.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____ (*insert the number and issuing date of each addenda.*)
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Clause 17 - Schedule of Supply, the following Goods and Related Services: **Supply of Machines for Fish Meal Plant.**
- (c) Our Bid shall be valid for a period of **90 days** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **10 percent of the Contract Price** for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following countries: _____ (*insert the nationality of the bidder, including that of all parties that comprise the bidder if the bidder is a consortium or association and the nationality of each subcontractor and supplier.*)
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by Government of India or Government of Kerala.
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

15.2 Bid Security (Not applicable)

Date: _____

LIB No: Mfed/M1/003/2008
Invitation for Bid No: Mfed/M1/003/2008

To: **The Managing Director,
Kerala State Co-operative Federation for Fisheries Development Ltd.
(MATSYAFED)
Kamaleswaram, Manacaud P. O.
Thiruvananthapuram – 695 009.
Kerala State, India.**

Whereas _____ (*insert complete name of the bidder*), (hereinafter “the Bidder”) has submitted its Bid dated _____ for **MFED/.....** for the supply of **Supply of Machines for Fish Meal Plant** hereinafter called “the Bid.”

KNOW ALL PEOPLE by these presents that WE _____ (*insert complete name of the institution issuing bid security*) of _____ (*insert city and country*) having our _____ registered _____ office _____ at _____ (*insert full address of the issuing institution*) (hereinafter “the Guarantor”), are bound unto **The Managing Director, Kerala State Co-operative Federation for Fisheries Development Ltd.,(MATSYAFED),Kamaleswaram, Manacaud P.O., Thiruvananthapuram – 695 009.,Kerala State, India.** (here in after “the Purchaser”) in the sum of **INR 1,00,000 (Indian Rupees One Hundred Thousand) or US\$ 2,200 (US Dollars Two Thousand Two hundred)** for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents.

Sealed with the Common Seal of this Guarantor this _____ day of the month _____, 2010.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in Clause 8.12.2; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
- (a) execute the Contract; or
 - (b) furnish the Performance Security, in accordance with the Clause 11.5; or
 - (c) accept the correction of its Bid by the Purchaser, pursuant to Clause 10.4.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

15.3 Manufacturer's Authorization

Date: _____

LIB No: Mfed/M1/003/2008
Invitation for Bid No: Mfed/M1/003/2008

To: **The Managing Director,
Kerala State Co-operative Federation for Fisheries Development Ltd.
(MATSYAFED)
Kamaleswaram, Manacaud P. O.
Thiruvananthapuram – 695 009.
Kerala State, India.**

WHEREAS _____ (*insert complete name of the manufacturer*) who are official manufacturers of Machines for Fish Meal Plant having factories at _____ (*insert full address of the manufacturer*) _____ do hereby authorize _____ (*insert complete name of the bidder*) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide Machines for Fish Meal Plant manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 19 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

16 LIST OF ELIGIBLE COUNTRIES

1.	Afghanistan	35.	Philippines
2.	Armenia	36.	Samoa
3.	Australia	37.	Singapore
4.	Azerbaijan	38.	Solomon Islands
5.	Bangladesh	39.	Sri Lanka
6.	Bhutan	40.	Taipei, China
7.	Brunei Darussalam	41.	Tajikistan
8.	Cambodia	42.	Thailand
9.	China, People's Republic of	43.	Timor-Leste
10.	Cook Islands	44.	Tonga
11.	Fiji Island	45.	Turkmenistan
12.	Georgia	46.	Tuvalu
13.	Hong Kong, China	47.	Uzbekistan
14.	India	48.	Vanuatu
15.	Indonesia	49.	Viet Nam
16.	Ireland	50.	Austria
17.	Japan	51.	Belgium
18.	Kazakhstan	52.	Canada
19.	Kiribati	53.	Denmark
20.	Korea, Republic of	54.	Finland
21.	Kyrgyz Republic	55.	France
22.	Lao PDR	56.	Germany
23.	Malaysia	57.	Italy
24.	Maldives	58.	Luxembourg
25.	Marshall Islands	59.	The Netherlands
26.	Micronesia, Federated States of	60.	Norway
27.	Mongolia	61.	Portugal
28.	Myanmar	62.	Spain
29.	Nauru	63.	Sweden
30.	Nepal	64.	Switzerland
31.	New Zealand	65.	Turkey
32.	Pakistan	66.	United Kingdom
33.	Palau	67.	United States
34.	Papua New Guinea	68.	and or any other country which has trade relationship India.

17 SCHEDULE OF SUPPLY

17.1 List of Goods and related services

The machinery should be able to process 80 ton per day capacity of wet and oily fish and should be able to produce the best quality fish meal and separate fish oil from the meal. The stick water has to be processed to separate fish oil and balance fish meal available with it. The plant must have decanter and centrifuge to separate the oil and solid parts and have capacity in line with the intake capacity of the plant. The plant should be self sufficient with the feeding systems to ensure free and automatic flow of material with conveyor till the finished product.

I.MAIN MACHINERY

1) Fire wood boiler including chimney

Boiler for the required capacity will be supplied by the purchaser (Matsyafed) and will install in the plant. The connection to the systems has to be made by the equipment supplier

2) Screw Conveyors for the entire system

There shall be sufficient numbers of conveyors required for the transmission of material to the system. The crust of the conveyor should be of corrosion proof and wear proof. The input out put conveyors are fitted with step less speeding transmission which can adjust and control in put out put speed so as to match the continuous production requirement.

3) Steam Cooker

Cooker for cooking fish at a pressure of 6kg/cm². Cooker must capable to give best cooking of getting the best yield of fish meal. Main shaft with auto adjust sealing device. Stainless steel covers over the insulation, inlet, out let and auto feed in hopper.

4) Screw Presser with double screw

The screw press should have capacity to handle the fish coming out of cooker and give best efficiency The design shall be in such a way that the compression ratio as to assure the moisture and fat content of the press cake to ensure the quality of fish meal. Fully closed structure assures no vapour and liquid leakage and shall keep it tidy. Fitted with cleaning device and the covers, inlet and outlet mesh standard parts both end board and cleaning pipe line are stainless steel

5) Rotating Disc Dryer

Steam drier to handle a pressure of 6 kg/cm² for direct restart after sudden stop operation to avoid empty materials. It shall have compact structure to handle compression and must be convenient to open and shut. Thickened disc design

and improved efficiency in drying and better quality fish meal. Main shaft with seamless pipe

Accessories for the main machinery

II. EQUIPMENTS FOR OIL SYSTEM

1) Tanks

Required number of tanks with sufficient capacity synchronized to the capacity of the fish meal plant

- a. Heating Tanks
- b. Hot water tank
- c. Control water
- d. Protein water tank
- e. Mini oil tank

2) Decanter

Decanter shall be with a capacity of 3000L/hr and speed of 3000 rpm. The solid liquid separation shall be fast and efficient and provide good quality separation. All parts that may come in to contact with materials shall be of stainless steel.

3) Centrifuge

Centrifuge with a capacity to handle the oil and liquid coming out of the plant with speed of about 7000 rpm. Three phase separation for fish oil, protein and sludge and separation should be fast and efficient to produce high quality fish oil. It should be of closed design with different level of oil content materials. All parts that may come in to contact with materials shall be of stainless steel.

Extra centrifuge disc and Pc controller

4) Screw conveyor

The screw conveyor is for carrying sludge from the decanter. The cover of conveyor must be non corrosive

III. COOLING AND PACKING SECTION

1) Sieve screening

Fully closed system to do the sieving of the fish meal produced. The mesh is made of stainless perforated plate and upper and lower covers are made of Stainless steel.

2) Grinding machine

The grinding machine's inlet with a magnet to prevent metal entering into machine with different size of mesh for different fineness of fishmeal.

3) Meal Cooler

Cooling tower with circulating pump.

Cooler with water and air cooling to efficiently cool down the fish meal produced in the system.

4) Scaling and packing system.

An electronic scale with 40-50 kg weighing capacity per bag with speed of about 40 bags per hour. A vertical sewing machine with a conveyor for the packing system to pack the fish meal. It also requires the conveyor system to do the packing system very efficient.

5) **Screw conveyor**

Required number of screw conveyor for affecting the cooling with closed structure cover made up of stainless steel.

IV. DEODORIZING SYSTEM

- 1) Blower of sufficient capacity
- 2) Deodorizing pipe line of required length
- 3) Strainer
- 4) Deodorizing tower

The deodorizer with atomizing spray nozzle with circulating water in full contact with waste vapours. The deodorizer shall be with corrosion free porcelain rings with alumina content. The tower shall be with stainless steel. This must also include the deodorizing pipe line of stainless steel.

V. OTHER ACCESSORIES

- 1) Electrical control system of the equipments
- 2) Installation material
- 3) Essential spares etc

18 DELIVERY AND COMPLETION SCHEDULE

The contract completion period for supply of all equipments and associated services is 6 months. The bidder shall indicate his delivery and contract completion schedule with his bid.

Item No.	Description of Goods Or Related Services	Delivery Schedule (Duration)	Location
01	Supply of machine for Fish Meal Plant of 80 MT Capacity.	Within 6 months from the date of signing of agreement.	Arattupuzha Alappuzha
02	Mandatory Spares and accessories for each Machine	Within 6 months from the date of signing of agreement along with fish meal plant.	Araatupuzha Alappuzha

19 GENERAL CONDITIONS OF CONTRACT

19.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

Contract	Means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
Contract Documents	Means the documents listed in the Agreement, including any amendments thereto.
Contract Price	Means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
Day	means calendar day
Delivery	Means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
Completion	Means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract
Eligible Countries	Means the countries and territories eligible as listed in Clause 16
GCC	means the General Conditions of Contract
Goods	Means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
Purchaser's Country	Is the country specified in the Special Conditions of Contract (SCC).
Purchaser	Means the entity purchasing the Goods and Related Services, as specified in the SCC.
Related Services	Means the services incidental to the supply of the goods, such as insurance, installation, trial run, training and initial maintenance and other similar obligations of the Supplier under the Contract.
SCC	Means the Special Conditions of Contract.
Subcontractor	Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
Supplier	Means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier..
The Site	Where applicable, means the place named in the SCC.

19.2 Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

19.3 Corrupt Practices

- 1) Anticorruption Policy requires bidders, suppliers, and contractors observe the highest standard of ethics during the supply/ execution of contracts.
 - a) In pursuance of this policy defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iii. “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
 - c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Government of India / Government of Kerala financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, Government of India / Government of Kerala -financed contract.
- 2) The Supplier shall permit the purchaser or an agent authorised by the purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

19.4 Interpretation

1. If the context so requires it, singular means plural and vice versa.
2. Incoterms
 - a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

3. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

5. Nonwaiver

1. Subject to GCC Sub-Clause 19.4.5(2) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
2. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

6. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

19.5 Language

1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

19.6 Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser during the period of contract.

19.7 Eligibility

1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

19.8 Notices

1. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
2. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

19.9 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

19.10 Settlement of Disputes

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.
2. If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

19.11 Scope of Supply

1. Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Clause 17, Schedule of Supply.
2. Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

19.12 Delivery

Subject to GCC Sub-Clause 19.33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Clause 17 Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

19.13 Supplier's Responsibilities

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 19.11, and the Delivery and Completion Schedule, as per GCC Clause 19.12.

19.14 Purchaser's Responsibilities

1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
2. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Clause 19.14 (1).

19.15 Contract Price

1. The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
2. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

The Contract Price shall be paid as specified in the SCC.

19.16 Terms of Payment

1. To added
2. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 19.12 and upon fulfillment of all the obligations stipulated in the Contract.

3. Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
4. The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

19.17 Taxes and Duties

1. For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
2. For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent

19.18 Performance Security

1. The Supplier shall, within fourteen (14) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
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
3. The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19.19 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19.20 Confidential Information

1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such

- documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.20.
2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
 3. The obligation of a party under GCC Sub-Clauses 19.20 (1) and 19.20 (2) above, however, shall not apply to information that:
 - a) the Purchaser or Supplier need to share with other institutions participating in the financing of the Contract;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 4. The above provisions of GCC Clause 19.20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
 5. The provisions of GCC Clause 19.20 shall survive completion or termination, for whatever reason, of the Contract.

19.21 Subcontracting

1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
2. Subcontracts shall comply with the provisions of GCC Clauses 19.3

19.22 Specifications and Standards

1. Technical Specifications and Drawings
 - a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
 - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Clause 17 Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
2. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Clause 17 Schedule of

Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 19.33.

19.23 Packing and Documents

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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

19.24 Insurance

Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

19.25 Transportation

Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Clause 17, Schedule of Supply.

19.26 Inspections and Tests

1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Clause 17, Schedule of Supply.
2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 19.26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 19.26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the

characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 19.26.4.
8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 19.26.6, shall release the Supplier from any warranties or other obligations under the Contract.

19.27 Liquidated Damages

Except as provided under GCC Clause 19.32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 19.35.

19.28 Warranty

1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
4. The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the

discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

5. Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
6. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period 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.

19.29 Patent Indemnity

1. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 19.29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract

2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Clause 19.29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
3. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

19.30 Limitation of Liability

1. Except in cases of gross negligence or wilful misconduct :
 - a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

19.31 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 19.15.

19.32 Force Majeure

1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated 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.
2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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.

19.33 Change Orders and Contract Amendments

1. The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 19.8, to make changes within the general scope of the Contract in any one or more of the following:
 - drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - the method of shipment or packing;
 - The place of delivery; and the Related Services to be provided by the Supplier.
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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

19.34 Extensions of Time

1. If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 19.11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.
2. Except in case of Force Majeure, as provided under GCC Clause 19.32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19.27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 19.34.1.

19.35 Termination

1. Termination for Default:

The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 19.34; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 19.35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 19.35, in competing for or in executing the Contract.

2. Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

3. Termination for Convenience:

- a. The Purchaser, by 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 the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices;
 - ii. and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

19.36 Assignment

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

20 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1	The Purchaser's country is: INDIA
2	The Purchaser is: KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. F(T) 738. (MATSYAFED), Kamaleswram, Thiruvananthapuram represented by the Managing Director, Kamaleswaram, Thiruvananthapuram – 695009, Kerala, INDIA.
3	The Site is: Arattupuzha, Aleppey District, Kerala, INDIA.
4	The version of Incoterms shall be: INCOTERMS 2000
5	The language shall be: English
6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
7	For notices , the Purchaser's address shall be: Attention: Mr. Kesavan Nair.P., Manading Director. Address: KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. F(T) 738. (MATSYAFED) Kamaleswaram, Manacquad P. O. City: Thiruvananthapuram ZIP Code: 695009 Country: INDIA Facsimile number +91 471 - 2458606 Telephone: +91 471 2457752. 2457756, 2457172. Electronic mail address: matsyafed@asianetindia.com .
8	The governing law shall be: Laws of the State of Kerala, INDIA with amendments from time to time.
9	Any dispute which is not resolved by mutual consultation within 28 days shall be referred to the courts at the place where the Headquarters of the Kerala State Co-operative Federation for Fisheries development Ltd. (MATSYAFED) Viz. Thiruvananthapuram. Arbitration shall not be permitted.
10	The scope of supply shall be: As per Clause 17 - Schedule of Supply. At the time of awarding the contract the purchaser will specify any changes/variations in quantities with respect to Clause 17 - Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and related services are increased or decreased at the time of award.
11	Details of shipping and documents to be furnished by the Supplier shall be: <u>For Goods supplied from abroad as per Incoterms CIF or CIP:</u> Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract

	<p>number, description of Goods, quantity, the vessel, the bill of loading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p>(a) Three copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) original and two copies of the negotiable, clean, on-board bill of loading marked "freight prepaid" and two copies of non-negotiable bill of loading;</p> <p>(c) Three copies of the packing list identifying contents of each Package;</p> <p>(d) Insurance certificate;</p> <p>(e) Manufacturer's or Supplier's warranty certificate;</p> <p>(f) Inspection certificate, issued by the nominated inspection agency, and /or the Manufacturer's /Supplier's factory inspection report; and</p> <p>(g) Certificate of origin.</p> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><u>For Goods from within the Purchaser's country as per Incoterms EXW:</u></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <p>(a) Three copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) delivery note, railway receipt, or truck receipt;</p> <p>(c) Manufacturer's or Supplier's warranty certificate;</p> <p>(d) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(e) Certificate of origin.</p> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12	The price shall be fixed. No price adjustments shall be paid.

13	<p>The terms of payment shall be:</p> <p><u>For Goods and Related Services supplied from outside the Purchaser's country and from Purchaser's country:</u></p> <p>(a) Advance Payment: Advance Payments can be made maximum up to 50% against the bank guarantee.</p> <p>(b) On Shipment: The Purchaser shall pay the Supplier Ninty (90) percent of the Contract Price on producing the documents of shipment of the Goods and the payment will be made through a bank in its country upon submission of documents specified in SCC Clause 11.</p> <p>(c) On successful trial run and commissioning: Ten (10) percent of the Contract Price of Goods received shall be paid within twenty-eighty (28) days of receipt upon submission of a claim supported by the successful trial run and commissioning certificate issued by the Purchaser.</p>
14	<p>The currencies for payments shall be: The currency (ies) in which the price has been stated in the successful bid.</p>
15	<p>Supplier shall quote <i>separately</i> all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.</p>
16	<p>Supplier shall quote <i>separately</i> all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>
17	<p>The Supplier shall provide a Performance Security of 10 percent of the Contract Price. The Performance Security shall be in proportion to the amount and currencies of the contract price.</p>
18	<p>The types of acceptable Performance Securities are: Bank Guarantee or Demand Draft issued by a reputable Bank in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Clause 21.</p>
19	<p>Discharge of Performance Security shall take place: after 13 months from the date of completion of supply, commissioning and trial run.</p>
20	<p>The packing, marking and documentation within and outside the packages shall be: Marking: The Shipping consignment shall be clearly and indelibly marked with the following particulars</p> <ul style="list-style-type: none"> a) Month and Year of manufacture b) The wording "MATSYAFED" and " MACHINES FISH MEAL PLANT/ALLIED MACHINES" c) The consignment Number d) Contract Agreement Number

21	The insurance coverage shall be: for an amount equal to 110 percent of the CIF or EXW price of the Goods as applicable on “All Risks” basis, including Theft, Fire, Riot, War Risks and Strikes.”
22	Obligations for transportation of the Goods shall remain with the supplier .
23	Tests and Inspections specified in Clause 17 - Schedule of Supply, shall be carried out at the following times or milestones, and places: at the manufacturer’s facility in various stages and at place of commissioning
24	The liquidated damage shall be: 0.35% of contract price per week or part thereof
25	The maximum amount of delay damages shall be: 10% of the contract price.
26	The period of validity of the Warranty shall be: 12 months from the date of successful trial run and commissioning.
27	The Supplier shall correct any defects covered by the Warranty within: 30 days of being notified by the Purchaser of the occurrence of such defects.
28	The amount of aggregate liability shall be: Equal to the Contract Price.

21 CONTRACT FORMS

21.1 Agreement

THIS AGREEMENT made the _____ day of _____, 2006, between **The Manading Director. KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. F (T) 738. (MATSYAFED) Kamaleswaram, Manacquad P. O. Thiruvananthapuram – 695009., INDIA** (hereinafter “the Purchaser”), of _____ the _____ one _____ part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., **Procurement of Machines for Fish Meal Plant** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Supply; and
 1. _____.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

21.2 Performance Security

Date: _____

Contract Name: Procurement of Machines for Fish Meal Plant
Contract No:

To: Managing Director.
KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES
DEVELOPMENT LIMITED. F(T) 738. (MATSYAFED)
Kamaleswaram, Manacud P. O.
Thiruvananthapuram – 695009.
Kerala, INDIA

WHEREAS _____ (hereinafter “the Supplier”)
has undertaken, pursuant to Contract No. _____ dated _____,
_____ to supply **of Machines for Fish Meal Plant** (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the
Supplier shall furnish you with a security _____ issued by a reputable
guarantor for the sum specified therein as security for compliance with the Supplier’s
performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____
_____, legally domiciled in _____,
_____, (hereinafter “the Guarantor”),
have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the Supplier, up to a total of _____ and we
undertake to pay you, upon your first written demand declaring the Supplier to be in
default under the Contract, without cavil or argument, any sum or sums within the limits
of _____ as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Security for and on behalf of _____
Date _____

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

BIDDING DOCUMENT

Procurement of Machines for Fish Meal Plant

(Following Single-Stage: Two-Envelope Bidding Procedure Under Limited International Bidding)

Volume 2 – Price Bid

Managing Director.
KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES
DEVELOPMENT LIMITED. (MATSYAFED)
Kamaleswaram, Manacud P. O.
Thiruvananthapuram-695009
KERALA,INDIA

Facsimile number: +91 471 - 2458606
Telephone: +91 471 2457752. 2457756, 2457172.
Electronic mail address: matsyafed@asianetindia.com.

Invitation for Bid No : Mfed/M1/003/2008

Contract Package No : Mfed/M1/003/2008

Country : INDIA

Issued on :

Issued to :

Receipt No.

Date.

Issued by

22 BIDDING FORMS (PRICE PROPOSAL)

22.1 Price proposal submission sheet

Date: _____

Contract Name: Procurement of Machines for Fish Meal Plant

Contract No: Mfed/M1/003/2008

To: Managing Director.

KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LIMITED. (MATSYAFED)

Kamaleswaram, Manacquad P. O.

Thiruvananthapuram – 695009.,

Kerala., INDIA.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Clause 17, Schedule of Supply, the following Goods and Related Services: item No.----- (name the item (s)-----
-----.
- (c) The total price of our Bid in item (d) below is: _____

- (d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

22.2 Price schedule for Goods to be offered from purchaser's country

Name of Bidder _____

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1	2		4	5	6	7	8	9
Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
						5 x 6		7 + 8
1	Supply, erection and commissioning of 80 tons wet and oily fish meal plant as per specifications provided in Clause 17			One Number				
2	Supply of Mandatory Spares			As recommended				
3	Supply of additional spares							
Total Amount								

Notes:

Column 4: In accordance with margin of preference Clause 10.8, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with Clause 8.6
Currency in accordance with Clause 8.8
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

22.3 Price schedule for goods to be offered from outside the purchaser's country

Name of Bidder _____

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1	2		4	5	6	7	8
Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
						4 x 5	4 x 6
1	Supply, erection and commissioning of 80 tons wet and oily fish meal plant as per specifications provided in Clause 17		One Number				
2	Supply of Mandatory Spares		As recommended				
3	Supply of additional spares						
Total Amount							

Notes:

Column 5 and 6 : Incoterm in accordance with Clause 8.6
Currency in accordance with Clause 8.8

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

22.4 Price schedule for related services to be offered from outside and within the purchaser's country

Name of Bidder _____

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1	2		4	5		6	
	Description		Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
						4 x 5(a)	4 x 5(b)
1	Cost of Installation of plant						
2	Cost of Testing of the plant						
3	Cost of Commissioning of the plant						
4	Cost of Local Transport						
Total Amount							

Notes :

Column 5 and 6

: Currencies in accordance with Clause 8.8

Prices are to be quoted inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____