

TENDER NOTICE NO.I

Competitive tenders in separate sealed covers super scribed with the name and number of tender are invited in two-bid system for the supply and erection of the following machinery/equipments for its Fish net Factory at Azheekal in Kannur District from the manufacturers, authorized distributors reputable suppliers and sole agents.

Tender No.	Description.	Tender document price (Non Refundable).
No.I	Length Stretching machine – 2 nos	Rs 2500+ tax

The tender forms with detailed specifications and terms and conditions may be had from the Matsyafed head office at Trivandrum on payment of Rs 2500 + tax and is not refundable under any circumstances or can be downloaded from the web site www.matsyafed.org

The tenderers should submit tenders for the whole machinery
Due date and time for receipt of tender at 3.00 PM on 23.9.2010
Date and time for opening of tender at 4.00 PM on 23.9.2010

The tender documents should contain two parts namely technical bid and financial bid.

The technical bid should contain

- a) Prescribed tender form duly signed and sealed
- b) Detailed technical specifications with out price quote.
- c) Original brochure & literature supporting the technical specification.
- d) Earnest Money Deposit of 2.5% of the quoted value max Rs100000
- e) Agreement in Rs100 stamp paper
- f) List of installations in India, fully your own installed or part.
- g) Details of service facility
- h) Compliance to payment condition
- i) Delivery period
- j) Place of delivery
- k) Warranty
- l) Training details etc

The Financial bid should contain

- a) Price of the equipment and its accessories
- b) AMC details
- c) Price list of essential spare parts
- d) Compliance of the time schedule, Terms & conditions

The tenders duly filled and signed by the tenderer along with necessary documents should be submitted to the Managing director, Kerala state co-operative federation for fisheries Development Ltd (MATSYAFED),Kamaleswaram, Manacaud. P.O Trivandrum-695009 on or before 3pm 23.09.2010.

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

The technical bids will be opened at 4 PM on 23.9.2010 at the office Managing Director ,conference hall in the presence of such tenderers or their authorized representatives who may be present at that time.

The financial bids of the technically qualified firms will be opened at a later stage and the date will be intimated. The Managing Director, MATSYAFED, Trivandrum reserves the right to accept or reject all or any tender at his sole discretion without assigning any reason. For legal purposes, the cause of action will be deemed to have arisen in Trivandrum, Kerala state.

TERMS AND CONDITIONS

1. The latest model shall be quoted and certified.
2. The Technical bid will be examined by a committee decided by the management to assess the credibility and authenticity of the bidder.
3. The quoted price should include cost of the equipment, freight, insurance, installation and commissioning separately.
4. Payment condition:
 - (a) If the price is quoted in Indian rupees, 90% payment will be released after successful commissioning. 10% of the price will be retained as security deposit and will be released on completion of the guarantee period.
5. Factory site/Installation site
All the equipments/machinery as per this tender is to be delivered & installed in the factory site in Azheekal village in **Kannur district**
6. The installation should be done by the supplier.
7. Delivery period: The equipment and its accessories should be completely supplied, installed and commissioned within 3 months from the date of supply order.
8. Warranty: The entire equipment and its accessories should have comprehensive warranty from the date of acceptance. Specify the warranty period
9. The rates and terms of AMC (both comprehensive and labor) for a minimum period of 3 years after the warranty period shall be clearly specified. The labor AMC amount will be taken in to consideration for final selection.
10. Training should be given to the staff free of cost.
11. List of installations in India over past 3 years shall be provided
12. Duely completed tender document through registered post or in person will only be accepted asper the time schedule.
13. The Detailed specification of the equipment are given in the web site www.Matsyafed.org

SD/-
THE MANAGING DIRECTOR
KERALA STATE CO-OPERATIVE
FEDERATION FOR FISHERIES
DEVELOPMENT LTD.
KAMALESWARAM, MANACAUD P.O,
THIRIVANANDAPURAM.PIN.695009,
KERALA, Ph.2457172, 2457756 Fax 0471-2457752

AGREEMENT

[to be executed on Rs.100/- Kerala Stamp Paper (non-judicial)and submitted with the tender documents – technical proposal]

Articles of agreement executed on this the..... day of two thousand BETWEEN the Managing director, Kerala state co-operative federation for fisheries Development Ltd(MATSYAFED),Kamaleswaram, Manacaud. P.O Trivandrum-695009 herein after called MATSYAFED and (here enter name and address of the tenderer) (here in after referred to as “the bidder”) of the other part.

WHEREAS in response to the Notification Nodated the bidder has submitted to MATSYAFED a tender for the supply and erection of the machinery/equipments for its Fish net factory subject to the terms and conditions contained in the said tender.

WHEREAS the bidder has also deposited with MATSYAFED, a sum of Rs..... (Rupees only) as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by Matsyafed

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- 1.In case the tender submitted by the bidder is accepted by Matsyafed, and the contract for the supply & erection of the machinery/equipments for its Fish net factory has been awarded to the bidder, the bidder shall within 14 days of acceptance of his tender, execute an agreement with Matsyafed incorporating all the terms and conditions under which Matsyafed accepts his tender.
- 2. In case the bidder fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, MATSYAFED shall have power and authority to recover from the bidder any loss or damage caused to Matsyafed by such breach as may be determined by Matsyafed by appropriating the earnest money deposited by the bidder and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bidder and his properties movable and immovable in the manner hereinafter contained.
- 3. All sums found due to Matsyafed under or by virtue of this agreement shall be recoverable from the bidder and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as Matsyafed may deem fit.

In witness where of Sri..... (here enter name and designation) for and on behalf of Matsyafed and Sri. the bidder have hereunto set their hands, the day and year shown against respective signatures Signed by (date) (for Matsyafed)

In presence of witnesses

:

- 1.
- 2.

Signed by (date) (for bidder)

In the presence of witnesses:

- 1.
- 2.

ANNEXURE-II

CONTRACT AGREEMENT

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

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

..... (here in after referred to as “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS MATSYAFED has invited bids for supply and erection of the machinery/equipments for its Fish net factory from manufacturers, authorized distributors, reputable suppliers (briefly describe scope of the works) as per its Tender notice No.dated

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

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1. AWARD OF CONTRACT

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

2. CONTRACT DOCUMENTS

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

- i) Matsyafed Tender Documents in respect of tender No.datedconsisting of Notice inviting Tender and conditions of contract including all amendments issued vide its letter(s) no(s). dated(Volume-I)

- ii) Matsyafed's Schedule and Technical Specification (including Amendments issued vide its letter no..... dated
(Volume-II)
- iii) proposal no..... dated along with proposal sheets, payment terms and work schedules submitted by Contractor for the supply and erection of the fish net factory (Volume-III)
* Brief name of the contracting company
- iii) Agreed Minutes of the meeting held on between MATSYAFED and the Contractor.(Volume-IV)
- iv) Matsyafed Work Order No.dated duly accepted by the Contractor.(Volume-V)

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

3. CONDITIONS AND COVENANTS

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

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

3.3 TIME SCHEDULE

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

3.4 The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters, as stipulated in the Technical

Specifications (Volume II) and in the event of any deficiencies found in the requisite performance figures, the MATSYAFED may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

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

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

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

4. SETTLEMENT OF DISPUTES

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

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

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

For KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LTD

(Signature)

(Name), (Designation)

(Seal)

for Contractor

(Contractors signature),

(Name), (Designation)

(Seal)

Witnesses:

1.

2.

Witnesses:

1.

2.

KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LTD

(MATSYAFED)

Specification sheet for tender No.I

PURCHASE OF LENGTH STRECHING MACHINE AND ACCESSORIES

Sl.No	Item	Rate	Nos	Amount
1	Length Stretching machine for stretching fish net with a capacity of 36 KW, with digital automatic Temperature control device, Air blower and Air circulator with standard/mandatory spares. The stretching capacity of the machine should minimum of 1500 kgs with net spreader and net guider. The machine should be with double set of heavy duty rollers. The size of the rollers must be of 1800 mm with a setting speed of 0-30 RPM. All rollers must be of nitrile coated synthetic rubber		2 nos	