

Lakshadweep Development Corporation Ltd.
(A Govt. of India Undertaking)
27/1038B, Panampilly Nagar, Kochi-682036
Phone:0484-2323448, 2310987, Telefax:2310926, FAX:0484-2322924
E mail:ldclmat@asianetindia.com Website: www.ldcl.net

TENDER NOTICE

No.MM/CF/003/10-11

Dated 23-10-2010

Sealed Tenders in Two Bid system are invited from manufacturers-suppliers/Authorised Dealers for supply, installation and commissioning of Machinery/Equipment required for setting up a Tuna Canning Factory at Minicoy Island, U.T. of Lakshadweep on Turn Key basis. Tender Documents can be had from our Office against payment of Rs.5,000-00 in cash or DD payable at Ernakulam or can be downloaded from our website . Last date for receipt of tender is 01-12-2010 at 3.00 p.m. and the same will be opened at 3.30 p.m. on the same date.

Sd/-
Manager Materials

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED

(A Govt. of India Undertaking)

27/1038 B, Panampilly Nagar, Cochin – 682 036, India

Phone: 0484 – 2323448/2323458 FAX No.0484-2322924

E-Mail: amindivi@asianetindia.com

Website:www.ldcl.net

TENDER DOCUMENT
FOR SUPPLY , INSTALLATION AND COMMISSIONING OF
“MACHINERY/EQUIPMENT” REQUIRED FOR SETTING UP A FIVE TONS TUNA
CANNING FACTORY AT MINICOY ISLAND, U.T. OF LAKSHADWEEP, INDIA

TENDER NO.MM/TC/003/10-11 DUE ON 01-12-2010

(Important: Tenderers using down loaded tender document must send in Demand Draft for Rs.5,000-00 payable at Ernakulam, in favour of Lakshadweep Development Corporation Limited, towards the cost of tender document.).

DATE & TIME OF PRE-BID MEETING : AT 11.00 A.M. ON 22-11-2010

LAST DATE FOR RECEIPT OF TENDER: AT 3.00 P.M. ON 01-12-2010

DATE & TIME OF OPENING OF TENDER: AT 3.30 P.M. ON 01-12-2010

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED

(A Govt. Of India Undertaking)

27/1038B, Panampilly Nagar, Cochin – 682036.

Phone: 0484 – 2323448/2323458 FAX No.0484-2310926

Tender No.MM/CF/003/10-11

Dated 23-10-2010

TENDER ENQUIRY

Sealed Tenders, in duplicate, are invited from Manufacturers in TWO BID SYSTEM for supply, installation and commissioning of 'Machinery/Equipment' required for setting up a Five Tons capacity Tuna Canning Factory, at Minicoy Island, Union Territory of Lakshadweep, India, as per the details given here in, on **Turn Key basis**.

An **EMD of Rs.10,00,000-00** (Rupees Ten Lakhs Only) or equivalent amount in foreign exchange, as specified in this tender document shall be placed along with the Technical Bid (Part-I). The Price Bid (Part-II), shall be kept in a separate sealed envelope superscribing the Tender No., due date of the tender and 'PRICE BID'. A copy of the Price Bid without showing the respective price, but giving all particulars, details and conditions, if any, shall also be enclosed with the Technical Bid as instructed elsewhere in this document.

A **Pre-Bid Meeting** will be held at the premises of our Office at Cochin at 11.00 A.M. on 22-11-2010 . Prospective suppliers/bidders are requested to participate in the same directly or through their authorised representatives

The ordered items should be delivered within 120 Days from date of receipt of Purchase Order.

Tenders shall be submitted strictly in accordance with the instructions, terms and conditions given in the tender document. Deviations are generally not acceptable, but, if any, shall be indicated clearly and conclusively. A list of deviations (Check List) duly authorized shall also be enclosed in such cases. The tenderer, in token of having accepted the conditions mentioned therein, shall sign on every page of the Tender Document including all enclosures therein and return.

The last date and time for receipt of tender and the opening of the same is given on the cover page of the tender document. Tenderers are requested to carefully read through the enclosures before filling in the tender.

For Lakshadweep Development Corporation Ltd.,

Manager Materials

Enclosures:

- 1)List of Machinery/Equipments required – Annexure-I (1 page)
- 2)Technical Bid (PART-I) -Annexure-II (2 Pages)
- 3)Price Bid (PART-II) - Annexure-III (1 page).
- 4)Tender conditions (Special) – Annexure-IV (2 pages)
- 5)Tender Enquiry Special Conditions for The Bid Systems- Annexure-V (2pages)
- 6)Tender Enquiry General Terms & Conditions – Annexure-VI (3 pages)
- 7)Check List – Annexure VII (1 Page)

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27/1038 B, Panampilly Nagar, Cochin – 682 036
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Tender No.MM/CF/003/10-11

Due on 01-12-2010

List of Machinery/Equipment (except Boiler) to be supplied, installed and commissioned at the Canning Factory, Minicoy Island, U.T. of Lakshadweep, India.

Processing Capacity of the Plant : Five Tons Tuna Fish per shift of 8 hours.

- | | | |
|-----------------------------------------------------------------|----|----------|
| 1) Butchering Conveyor with fish washing facility | .. | 1No. |
| 2) SS Butchering Knives | .. | 2 Dozens |
| 3) SS Fish Thawing Tanks (capacity to hold 500Kgs. fish) | .. | 20 Nos. |
| 4) Thawing Tank Tipper | .. | 1 No. |
| 5) Pre-cooking Chamber with accessories (capacity 2 tons/batch) | .. | 1 No. |
| 6) SS Fish Cleaning Tables | .. | 5 Nos. |
| 7) Metal Detector | .. | 1 No. |
| 8) Fish Packing Machine of suitable capacity | .. | 1 No. |
| 9) Check Weigher | .. | 1 No. |
| 10) Oil & Brine Filler | .. | 1 No. |
| 11) Automatic Seamer with steam injection system | .. | 1 No. |
| 12) Can Washer | .. | 1 No. |
| 13) SS Retorts - capacity 8000 Cans/charge | .. | 2 Nos. |
| 14) Labeling Machine with Conveyor | .. | 1 No. |
| 15) Tray Washing Machine | .. | 1 No. |
| 16) Rack Washing System | .. | 1 No. |
| 17) Power Meat Cutter | .. | 1 No. |
| 18) Thermal Validation Unit with six thermocouples | .. | 1 No. |
| 19) Ink Jet Printer | .. | 1No. |

For Lakshadweep Development Corporation Limited,

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Tender No.MM/CF/003/10-11

Due on 01-12-2010

PART-I

TECHNICAL BID

1. Name and Address of the firm with Telephone Number/Fax No./E-Mail address :
2. Status of Firm –Public Limited/ Private Limited /Proprietary /Partnership. (Please enclose copy of Registration Certificate) :
3. Whether Manufacturer of tendered item (Documentary proof to be produced) :
4. Turnover for the last three years : 2007-08
2008-09
2009-10
5. Details of Supplies of the tendered item made to different Firms/organisations/factories, in India and other countries in recent time. :
- *6. Your Income tax Registration No. & Date (Please enclose copy of Certificate) :
- *7. Your Salestax Registration No. & Date (Please enclose copy of Certificate) :
- *8. Your PAN Number :
9. Validity of the Tender Offered :

*foreign bidders to furnish equivalent documents to prove their financial soundness.

(Contd.....2)

10. Acceptance of our Payment Terms :
11. Delivery period required :
12. Guarantee period offered :
13. Details of technical specification of the item offered (Attach conclusive details test certificate & technical literature, if any). :
14. Details of EMD enclosed :

Certified that the details given above are true and correct and are based on documentary proof/evidences, originals of which shall be submitted for verification, if so desired, at any stage.

Place :

Date :

SEAL & SIGNATURE OF THE TENDERER

Notes:-

1. This format should be returned with the Tender duly filled in and signed, enclosing documentary evidences called for. LDCL retains the right to reject tenders unsupported with documentary evidence, wherever specified
2. The tenderer, in token of having accepted the conditions mentioned therein, shall sign on every page of the Tender Document including enclosures there in as part of the bid and return.

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Due on 01-12-2010

PART-II

PRICE BID

1. Item detail & specifications in brief :
(attach separate sheet, if needed)

Price

- a) Basic Price :
- b) Rate of Excise Duty, if any :
- c) Salestax :
- d) Customs Duty, if any :
- e) Other duties/levies, if any applicable :
- f) Insurance charges, if any :
- g) Freight Charges, if any :
- h) Other charges, if any :
- i) Total amount F.O.R. destination
(Beyport, Calicut, India) :

Place :

Date :

SEAL & SIGNATURE OF THE TENDERER

Note:- This format should be returned duly filled in and signed, along with the Tender. As a token of acceptance of the conditions mentioned therein the tenderer, shall sign on every page of the Tender Document including all enclosures therein and return as part of the Technical Bid. The tenderer shall make specific mention of deviations, if any, and include a List of Deviations with the tender.

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Tender No.MM/CF/003/10-11

Due on 01-12-2010

TENDER CONDITIONS (SPECIAL)

1. The Tenderer shall be a Reputed Manufacturer/Authorised Dealer of the tendered items.
2. The Tenderer shall have previous experience in supply, installation and commissioning of similar Machinery/Equipments.
3. Detailed specifications, make, model, capacity, power requirement, etc. of each machine/equipment should be clearly mentioned in the offer, with supporting brochures, drawings etc.(including details of accessories offered).
4. The capacity of the proposed Plant is Five Tons Tuna Fish processing per shift of 8 hours in 307 x 111 and 307x113 TFS Cans. The machinery/equipment to be supplied should be capable of achieving this target.
5. This is a **“Turn Key Project”** and the tenderer has to supply the required machinery/equipment, install the same at our site at Minicoy Island, U.T. of Lakshadweep, India, commission the Unit, trial run the plant to the targetted production and hand over the same to our personnel.
6. The tenderer has to offer One Year service back-up for all machinery/equipment with essential spares.
7. The tender has to impart training to our technicians, in the process line, for a minimum period of One Month.
8. The tenderer shall indicate the man-power requirement for smooth running of the Plant, at the desired capacity.
9. The proposed building for the Plant will have a plinth area of 1256.49 Sq.Mtrs. The plant sketch (2 sheets) is attached for your reference. The tenderer should provide a tentative Plant Layout with overall dimensions and weight of each machinery indicating power, steam, sea water, fresh water, compressed air, specific foundation requirements etc.
10. Offers shall be for delivery F.O.R. Beypore Port, Calicut, India, packed in Sea-worthy packing and Crated. (LDCL will arrange shipment of the same to the site at Minicoy Island, U.T. of Lakshadweep).

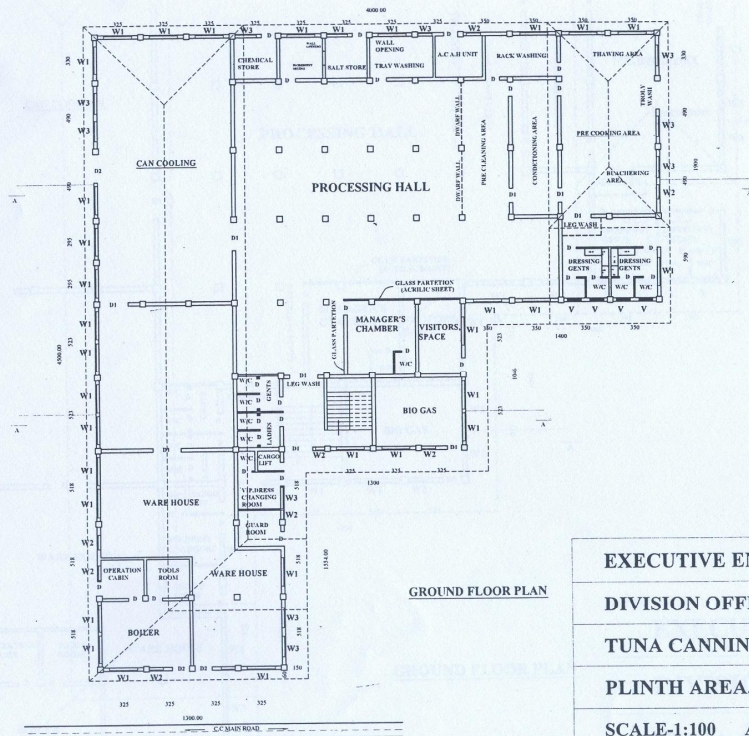
(Contd.....2)

11. Delivery of the Machinery/Equipments should be effected within 120 (One Hundred and Twenty) Days from date of receipt of Purchase Order. The Machinery/Equipment should be installed and commissioned within Three months from date of its arrival at the Canning Factory, Minicoy Island, U.T. of Lakshadweep.
12. The Machinery/Equipment supplied and installed should be guaranteed for a minimum period of one year from date of commissioning with extended warranty of another three months.
13. Required electrical three phase powder coated Panel Board along with standard breakers, switches, starters etc. and power cables to connect the machinery shall be supplied by the bidder.
14. Rate for each item to be quoted separately.
15. Payment Terms:

70% of the order value on delivery of the Machinery at Beypore Port, Calicut, India, 20% after erection/installation and commissioning and trial production, and balance 10% will be retained by the buyer as Security Deposit and can be released after the guarantee period or against production of Bank Guarantee from a nationalised bank for equivalent amount valid for a period of fifteen months.
16. If the services of foreign Engineers are required for erection and commissioning of the Plant & Machinery, and training our technicians, the service charge, if any, shall be separately mentioned in your offer.

For Lakshadweep Development Corporation Ltd.

Manager Materials



DETAILS OF DOORS & WINDOWS		
D1	DOOR	200 X 210 CM - 2005
D2	DOOR	120 X 210 CM-13-9"
D	DOOR	100 X 210 CM-8-4"
EXH	FAN-FE	300X30 CM SIZES
V	VENTILATOR	100X100 CM-30-18"
W1	WINDOW	240 X 150 CM-30-18"
W2	WINDOW	180 X 150 CM-10-13"
W3	WINDOW	120 X 150 CM-10-13"
WINDOW FOR DOOR (E HEIGHT-W3-46(FIX))		
DOORS & WINDOW FRAMES & SHUTTERS ARE PROVIDED IN ALUMINIUM MATERIALS		

GROUND FLOOR PLAN

EXECUTIVE ENGINEER.L.P.WD

DIVISION OFFICE KOCHI

TUNA CANNING FACTORY-MINICOY

PLINTH AREA. 1256.49 SQM

SCALE-1:100 ALL MEASUREMENTS ARE IN CM

PLANNING,DESIGNING &DRAWING:A.M.S FAZLE.JR.I

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Tender No.MM/CF/003/10-11

Due on 01-12-2010

TENDER ENQUIRY SPECIAL CONDITIONS FOR TWO BID SYSTEM.

I. MODE OF SUBMISSION OF TENDERS. Tenders shall be submitted in sealed cover super scribed in capital letters ‘TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF MACHINERY/EQUIPMENT REQUIRED FOR SETTING UP A FIVE TONS CAPACITY CANNING FACTORY AT MINICOY ISLAND’ , the tender number, due date and name & address of the tenderer.

II. **PART-I (TECHNICAL)** shall contain the following details.

- a. Demand Draft for Rs.5,000-00 (Rupees Five Thousand Only) , payable at Ernakulam, in favour of Lakshadweep Development Corporation Limited, towards the cost of Tender document, in case the tenderers are using down loaded tender documents. In the case of foreign bidders using down loaded tender document, equivalent amount in foreign exchange has to be remitted separately.
- b. **Demand Draft for Rs.10,00,000-00** (Rupees Ten Lakhs only) or equivalent amount in foreign exchange, towards Earnest Money Deposit (EMD) / clear proof for exemption from EMD, if eligible.
- c. Technical specification & manufacturers’ details.
- d. Copy of Test Certificates
- e. Technical literature.
- f. Delivery date.
- g. Payment terms.
- h. Validity of offer.
- i. Other conditions, if any.
- j. Deviation lists, if any.
- k. Freight and insurance arrangements (the over all sizes and gross weights of each packing case shall be given to estimate the freight charges at LDCL end, if needed.)
- l. Any other details desired elsewhere in the tender document

III. **PART – II (PRICE)** shall contain the following details: -

- a. The price bid shall be conclusive giving price break up of each item / equipment / accessory, if relevant, so as to arrive at the total expenditure with out seeking any clarification from the tenderer.

(Contd.....2)

- b. The applicable taxes, customs duties, excise duties and other levies shall be specified and quantified in the offer.
- c. The price shall be quoted for delivery at Beypore Port, Calicut District, Kerala State, India.
- d. The offer shall not have any counter conditions / claims for extra payments.
- e. LDCL reserves the right to alter / modify the scope of supplies at their discretion and in consistence with the policy of the Govt. of India and statutory bodies under them as applicable to the contract from time to time.
- f. Deviations from that of the tender specifications / conditions are generally not allowed, however, if any, shall clearly be furnished in a separate document titled as “List of Deviations” and enclosed with the Technical Bid.
- g. Offers shall be clear and unambiguous. Incomplete / ambiguous offers are likely to be rejected. Similarly, offers not in compliance with the tender conditions / with counter conditions are also likely to be rejected. Besides the above, conditions that are relevant from the tender enquiry general terms and conditions also shall apply.
- h. The maximum capacity of Cranes onboard Cargo Barges is 3 Tons (Three Tonnes) of safe load capacity.**
- i. Taxes/statutory deductions will be made as per applicable Laws.

For Lakshadweep Development Corporation Ltd.,

Manager Materials

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Phone: 0484 –2323448/2323458 FAX No.0484-2310926

Tender No.MM/CF/003/10-11

Due on 01-12-2010

TENDER ENQUIRY GENERAL TERMS AND CONDITIONS

1. Tenderer is requested to carefully go through the terms and conditions and the technical specifications of the items for which offers are invited. Deviations from that of the tender specifications / conditions are generally not allowed, however, if any, shall clearly be furnished in a separate document titled as “List of deviations” and enclosed with the Technical Bid.
2. Offers shall be furnished in duplicate and shall be free from corrections/over writing. In case, if any needed, the authorized signatory shall attest the same.
3. The price shall be quoted for delivery at the destination specified.
4. Insurance & freight charges, if any, shall be indicated separately.
5. Price shall be kept valid for acceptance for a period of six months from the date of opening of tender.
6. No enhancement of rate / price shall be allowed under any circumstances once the price bid is opened / tender is accepted / order is placed. Withdrawal of the quotation after it is accepted and / or failure to make the supply within the stipulated delivery period shall entail cancellation of the order and forfeiture of Earnest Money Deposit / Security Deposit, if any, and / or risk purchase.
7. Sales tax, Excise Duty , Customs Duty and other taxes and duties, if any, payable extra shall be quantified clearly in the tender / price bid. Maximum possible discount shall clearly be indicated separately and quoted in the first instance itself in the offer. Discounts if offered after the opening of the tender with a view to alter the tender position may lead to disqualification of the tender submitted.
8. The delivery required is indicated in the enquiry. The tenderer is requested to agree the same. However, in case of inability, may quote the shortest delivery time; but to be adhered to. Requests for extension of delivery period after placement of order in general shall not be agreed to.

(Contd....2)

9. LDCL shall make necessary arrangement for the transportation of the item from Beypore, Calicut, Kerala State to Lakshadweep Islands, India
10. LDCL shall provide necessary travel tickets and lodging (accommodation only) facilities at Lakshadweep Islands for the erection/commissioning personnel, if involved.
11. Standard payment term of LDCL is given separately in Annexure-IV (Tender Conditions Special) . The tenderer shall confirm acceptance of the same in the offer.
12. An **EARNEST MONEY DEPOSIT** of Rs. 1000,000-00 (Rupees Ten Lakhs only) or equivalent amount in foreign exchange shall be furnished in the form of Demand Draft / Banker's cheque drawn in favour of Lakshadweep Development Corporation Limited, Cochin-682036, India payable at Ernakulam from any nationalized or scheduled Indian bank and the same shall be enclosed with PART-I, TECHNICAL BID. The EMD amount will be treated as Security Deposit for the successful bidder and will be returned without interest after the satisfactory completion of the contract.
13. Manufacturer's name, their trademark and brand, if any, shall invariably be mentioned in the tender and illustrated leaflets giving technical particulars etc., shall be attached with the offer to conclude the technical evaluation without seeking any clarifications from the tenderer. Offers, if submitted without sufficient details may lead to disqualification of the same.
14. Materials / items offered shall conform to the enquiry specifications / drawing and other details enclosed with the enquiry.
15. The tenderer shall submit samples and detailed literature free of cost, if called for, and get the same approved before commencement of supply.
16. The quantity of item to be purchased may vary according to actual requirement at the time of placing orders and hence LDCL, Cochin, India reserves the right to do so at their discretion for the same.
17. If specified in the order, the successful tenderer shall remit a **Security Deposit** of 10% of the order value less EMD remitted by way of crossed Demand Draft or Performance Bank Guarantee as per LDCL format (please see Annexure-A) from any nationalised or scheduled Indian Bank towards satisfactory execution of the contract and for enforcement of the agreed guarantee conditions. The Bank Guarantee shall be initially valid till the delivery period/date of commissioning as the case may be and later shall be revalidated to cover guarantee period plus a grace period of three months. The EMD/Security Deposit remitted as above shall be returned without any interest on successful completion of the supply/contract.
18. **An Agreement** (please see Annexure-B) on stamp paper worth Rs.100-00 (Rupees One Hundred only) has to be executed by the successful teenderer regarding supply, erection, commissioning and performance guarantee as per the order placed.

(Contd....3)

19. Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, Act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time on force Majore condition, LDCL may allow such additional time as in mutually agreed, to be justified by the circumstances of the case. The occurrence / cessation of force Majore situation is to be informed with documentary evidence within 15 days from the date of occurrence / cessation.
20. In case of delay in supply of ordered materials beyond the stipulated delivery period the supplier shall pay **Liquidated Damage** (and not by way of penalty) a sum equivalent to 1% (one percent) per month of the value of materials delayed, subject to maximum of 5% (Five percent) of the order value. If the supplier fails to supply the items ordered within the delivery date, the progress in making ready for delivery does not commensurate with the period agreed or violate any of the terms and conditions of the purchase order, LDCL shall have the rights to terminate the contract with 15days notice and / or forfeiting the Security Deposit, besides, initiate alternate procurement at the risk and cost of the supplier.
21. If otherwise not specified, the goods supplied shall be guaranteed for satisfactory performance for 12 months from the date of delivery against faulty design, defective materials and bad workmanship. Supplier shall supply and install free cost immediately any part found defective due to the above reason within the guarantee period. LDCL may, at their descretion retain 10% of the order value towards performance guarantee, which can be released against Bank Guarantee as specified at Clause 17 above.
22. Suppliers are allowed to depute their authorized representative to be present at the time of opening the tender.
23. LDCL do not bind by themselves to accept the lowest or any tender. The Managing Director of LDCL is empowered with the right to accept or reject any or all or a part of any tender at his discretion, without assigning any reason.
24. All questions, disputes or differences arising under / out of, or in connection with contract shall be subject to the exclusive jurisdiction of the place, from which the acceptance of the tender is issued.
25. Offers not in compliance with the conditions above and without the specified EMD are likely to be rejected.

For Lakshadweep Development Corporation Ltd.

Manager Materials

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED

(A Govt. Of India Undertaking)

27/1038B, Panampilly Nagar, Cochin – 682036, India.

Phone: 0484 –2323448/2323458 FAX No.0484-2310926

Tender NO.MM/CF/003/10-11

Due on 01-12-2010

CHECK LIST

The tenderer shall confirm the following points and certify for compliance. Deviations, if any, shall clearly be mentioned and details attached.

<u>Sl.No.</u>	<u>Particulars.</u>	<u>Confirmations.</u>	
1.	Offer complies with tender specifications	YES	NO
2.	Offer is made as terms in the Bid System	YES	NO
3.	EMD enclosed with Technical Bid	YES	NO
4.	Deviation if any, from the Price Bid format (Enclose specimen)	YES	NO
5.	Offer complies with all the clauses/conditions of Annexure-IV & V	YES	NO
6.	Offer complies with the following clauses of Annexure-VI.		
a.	Clause-1	YES	NO
b.	Clause-2	YES	NO
c.	Clause-3	YES	NO
d.	Clause-4	YES	NO
e.	Clause-5	YES	NO
f.	Clause-6	YES	NO
g.	Clause-7	YES	NO
h.	Clause-8	YES	NO
i.	Clause-10	YES	NO
j.	Clause-11	YES	NO
k.	Clause-12	YES	NO
l.	Clause-13	YES	NO
m.	Clause-16	YES	NO
n.	Clause-17	YES	NO
o.	Clause-18	YES	NO
p.	Clause-20	YES	NO
q.	Clause-21	YES	NO
r.	Clause-23	YES	NO
s.	Clause-24	YES	NO
t.	Clause-25	YES	NO

Signature:

Name:

Designation:

PERFORMANCE GUARANTEE

To

Lakshadweep Development Corporation Limited,
(A Govt. of India Undertaking)
27/1038B, Panampilly Nagar,
Ernakulam,
Kochi-682036, India.

Whereas M/s..... name address of supplier.....(hereinafter called the supplier) has undertaken in pursuance of Contract No.....dated..... for supply, installation and commissioning of Machinery/Equipment required for setting up a 5 Tons capacity Tuna Canning Factory at Minicoy Island, U.T. of Llakshadweep. India, for a total value of Rs.....(Rupees.....)
(hereinafter called “the Contract”) AND WHEREAS it has been stipulated by Lakshadweep Development Corporation Limited (The Buyer” hereinafter called “LDCL”) in the said contract that the Supplier shall furnish LDCL with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier’s obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a Bank Guarantee

NOW THEREFORE we,(name of Bank)..... and having it is head office at.....
hereinafter called” the Bank”) hereby affirm that we are the Guarantors and responsible to LDCL, on behalf of the supplier upto a total of Rs.....(Rupees.....only) towards 10% (ten percent) of the order value, such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay LDCL upon your first written demand and without civil or argument, any sum or sums within the limits of Rs.....
(Rupees.....only) as foresaid without LDCL needing to prove or to show grounds or reasons for LDCL’s demand for the sum specified therein.

We, the Bank, hereby waive the necessity of LDCL demanding the said debt from the supplier before presenting us with the demand.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed thereunder or of any of the Contract documents which may be made between LDCL and the Supplier shall in any way release us from any liability under this guarantee, we hereby waive notice of any such change, addition or modification.

(Contd.....2)

This Guarantee shall be valid upto 15 (fifteen) months from the date hereof.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceeds Rs.....(Rupees.....only)
2. This Bank Guarantee shall be valid upto ...day....month.....year and
3. We are liable to pay the guranteed amout or any part thereof under this Bank Guarantee only and only if LDCL serve upon us a written claim or demand on or beforedate.....month.....year.

Yours truly,

Signature and seal of the Guarantor:

Name of Bank:

Address:

Date:

AGREEMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 'MACHINERY/EQUIPMENT' REQUIRED FOR SETTING UP A FIVE TON CAPACITY TUNA CANNING FACTORY AT MINICOY ISLAND, U.T. OF LAKSHADWEEP, INDIA

This Agreement made this day of2010, between M/s.

.....
(hereinafter called the "SUPPLIER" which term shall wherever the context so admits include their heirs, legal representatives and assignees) represented by Shri..... (designation) on the one part and Lakshadweep Development Corporation Limited (A Government of India Undertaking), 27/1038A, Panampilly Nagar, Cochin – 682036, India (hereinafter called "LDCL" which expression shall wherever the context so admits include his successors in the office and assignees) represented by Shri. T. Hari, General Manager, on the other part.

WHEREAS SUPPLIER has agreed with LDCL for supply, installation and commissioning of Machinery required for setting up a five tons capacity Canning Factory at Minicoy, as specified and at the prices and in the manner and upon the terms and conditions described in the schedule hereto and hereinafter mentioned.

NOW THESE PRESENCE WITNESSETH AND the parties mutually covenant and agree as follows:

1. The Machinery supplied shall be strictly in accordance with the specifications, qualities and prices as mentioned in the schedule enclosed and shall be delivered within the stipulated period by SUPPLIER in the place as prescribed in the schedule. The Items shall be subject to inspection and acceptance or rejection by LDCL or such other persons appointed by LDCL from time to time, in case it is not in accordance with the specifications etc. of the schedule, the decision of Managing Director, LDCL as regards to the quality of material as well as workmanship shall be final and binding on the contract.
2. The quality of materials used and equipments shall be first class and shall meet the requirement.
3. The agreed price shall be firm and not subject to fluctuations at any date till the completion of the contract, save for changes in statutory duty structure.
4. The scope of supply, shall be done to the entire satisfaction of LDCL or their representatives. The decision of the Managing Director, LDCL shall be final and binding on supplier as per the specifications mentioned in the order.
5. If SUPPLIER fails to complete supply, within the period specified or within such extended period as may be allowed by the Managing Director, LDCL, SUPPLIER shall pay or allow LDCL to deduct the sum equivalent to 1% of the value of contract price per month or part thereof subject to a maximum limit of 5% of value of contract price.

(Contd.....2)

6. In the event of SUPPLIER failing to complete supply, in all respects in the manner stipulated in the contract within the prescribed time or within the extended time, the Managing Director, LDCL shall have the right to terminate the contract and to make alternate procurement. The Managing Director, LDCL shall have also freedom to enter into any contract with other suppliers or parties for supply of balance scope. The additional expenditure incurred by the LDCL in this exercise also shall be borne by SUPPLIER. Such amount shall be deducted from the amount unpaid to SUPPLIER if sufficient, and if not sufficient it will be compensated by SUPPLIER.

7. Soon after the delivery of material LDCL will acknowledge receipt on the delivery note. Acknowledged delivery note for receipt alone shall be the proof of delivery of the items. Immediately on delivery of the items the SUPPLIER shall depute competent person for installation and commissioning of the same. If the performance of the items supplied is not satisfactory during or after the commissioning, LDCL will require it to be replaced or re-changed. The decision of the Managing Director, LDCL or his authorised representative shall be final and binding on SUPPLIER who may arrange for his representative to be present at such inspection.

8. The Machinery/Equipments supplied shall be guaranteed for satisfactory performance for 12 months from the date of delivery against faulty design, defective materials and bad workmanship. Supplier shall supply and install free of cost immediately any part found defective due to the above reason within the guarantee period. LDCL shall retain 10% of the total basic price towards performance guaranty which will be released on satisfactory completion of the warranty period. This amount can also be released on production of a bank guaranty for equal value valid for fifteen months (including three months grace time to prefer claims, if any)

9. If any defects are noticed within the guarantee period due to defective material or design or bad workmanship SUPPLIER shall be bound to replace the item at SUPPLIER'S own cost within the time specified by LDCL. In the event of SUPPLIER failing to do this within the specified time, LDCL may arrange for such replacements and deduct the cost thereof from the amount, if retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposits or collect the cost thereof from the guaranteeing bank, if provided, before discharging deposits without prejudice to the recovery of any amount that may have been spent in excess of the amount recoverable as per the deposits directly from SUPPLIER.

10. SUPPLIER shall not assign this contract or sublet any portion thereof to any party whatsoever without prior approval of LDCL, in writing.

(Contd.....3)

11. SUPPLIER shall be responsible for any accident, damage or injury caused to any of his employees during execution of the work and shall hold the LDCL blameless in respect thereof and also in respect of any claims made by any person in the employment of supplier or any reason whatsoever.

12. SUPPLIER shall be responsible for all structural or decorative damages to the property of LDCL and all the damages caused by him/his agents be rectified at his own cost.

13. LDCL or their representative shall be at liberty to object and require SUPPLIER to remove from the works and persons employed by the SUPPLIER for the works, who in the opinion of LDCL or their representative misconducts himself or is incompetent or negligent in the proper performance of office duties and such persons shall not be again employed upon the works without the permission of LDCL.

14. LDCL shall not be liable for any damage or compensation payable as per law, due to any accident or injury to any workman or other persons in the employment of SUPPLIER or any sub-contractor. SUPPLIER shall indemnify and keep indemnified LDCL against all such damages, compensations, all claims, demands, proceedings, cost, charges and expenditure whatsoever in respect thereof or in relation thereto.

15. It must be clearly understood that the amount payable under the contract is to be inclusive of everything required to be done by specifications, conditions of supply and also such work as is necessary for the proper completion of the contract although special mention thereof may have been omitted in the specification.

16. All questions, disputes or differences arising under, out of or in connection with this Agreement, if not concluded shall be subject to the exclusive jurisdiction of the place, from which the acceptance of the tender is issued.

17. The payment shall be made as per the relevant terms of the purchase order given in the schedule herewith.

18. The payment will be withheld on any violation / default / non compliance of any of the specification, terms and conditions laid down herein and in the schedule hereto.

19. The delivery of the items shall be made FOR LDCL, Beypore Port, Calicut, India in good packing and within the period specified in the purchase order. The Supplier shall be responsible for the damages caused to the materials due to improper and inferior quality packing of stores. The transportation of stores from Kochi to Lakshadweep Island, if involved, shall be done by LDCL.

(Contd.....4)

20. Without prejudice to other rights under the terms of this agreement it is agreed that if SUPPLIER is delayed or prevented from fulfilling any of the duties or obligations under this contract by reasons of strikes, lockouts, fire, accidents, or any bonafide cause beyond the reasonable control by SUPPLIER and such delay or impediment occurs before the stipulated time of despatch it shall be the duty of SUPPLIER to set forth this case and request for extension of time for delivery or completion or erection and commissioning in working. Such requests will be considered on merits and extension of time to fulfill the contract shall be granted at the discretion of the Managing Director, LDCL or any other person authorised by him on his behalf.

21. In witness whereof SUPPLIER, M/s. have hereunto set their respective hands and seal the day, month and year first above written.

SHRI.

SHRI. T.Hari
Lakshadweep Development Corporation Ltd.
27/1038A, Panampilly Nagar, Cochin-682036

In the presence of :

- 1)
- 2)

GUARANTEE

We, M/s. undertake to remedy within the time specified (subject to the under mentioned proviso) any defects arising from faulty design, material or workmanship which may develop within a period of 12 Months from the date of commissioning of the Machinery/Equipments as per the warranty terms specified in the purchase order. The items shall be replaced In the event of any failure / defect of the same arising out of the above reasons. A Guarantee Certificate in this regard shall be furnished along with the supply covering all the items as per the order and a performance guarantee as specified here in shall be established.

DOCUMENTS

Following documents will be treated as part of this agreement:-

1. Tender Notice No. dt.
2. Offer made by the Supplier, M/s.
3. Minutes of the Purchase Committee Meeting dated
4. LDCL Purchase Order No.....dt.

