

THE SYNTHETIC & ART SILK MILLS' RESEARCH ASSOCIATION
(Linked to the Ministry of Textiles, Govt. of India)
SASMIRA, Sasmira Marg, Worli, Mumbai-400 030.
Tel: 91-22-24935351/52, Fax: 91-22-24930225
Website: www.sasmira.org
E-mail: sasmira@vsnl.com

TENDER DOCUMENT
FOR
**SUPPLY OF CIRCULAR LOOM FOR HEAVY FABRICS WITH RE-
INFORCEMENT**

Quantity-1No.

Tender No.	:	SASMIRA/MOT-PROJECT/2018/01
Date	:	25/08/2018

I) INTRODUCTION

1. SASMIRA is engaged in multifarious activities with the prime objective of rendering scientific and technical assistance to the textile and allied industries.

Various activities are described in brief as under:

- a. Research & Development
- b. Human Resource Development
- c. Testing and Evaluation of textiles and allied substrates
- d. Technical services and consultancy
- e. Instrumentation
- f. Publication
- g. Powerloom Service Centres, Bhiwandi

2. SASMIRA is currently working on a Ministry of Textiles, GOI funded project on 'Development of High Strength Cost effective Seamless Technical Circular Fabric From Heavy Denier Multifilament Yarns'

Under the project it has been proposed to develop Technical Circular fabric using Heavy denier multifilament yarns. Heavy denier multifilament yarns will be used in both warp and weft directions. There will not be any seam in the envisaged fabrics, hence no weak points. So fabric will be homogeneous and will have same strength in across all parts of the fabric in warp direction. Owing to the same strength in all parts, these seamless fabrics will be ideal for applications in Geo-tubes, Geo-bags, Geo-textile Encased Columns, Fire Escape Chute Systems etc.

3. Accordingly, SASMIRA has decided to procure the required one number '**Circular Loom for Heavy Fabric with Reinforcement**' through the current tendering process.

4. The tender document contains the following :
 - (i) Tender Notice
 - (ii) Terms and Conditions - General and Special
 - (iii) Technical Specification of the items being tendered.
 - (iv) Format for filling up the cost of item
 - (v) Delivery schedule for the items.
 - (vi) Format of Undertaking for supply of goods
 - (vii) Guidelines for the bidders

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II) DETAILS OF TENDER AND TENDER NOTICE

Tender is invited in sealed cover by SASMIRA for ‘**Supply of one number Circular Loom for Heavy Fabrics with Re-inforcement**’ for SASMIRA’s Project on “**Development of High Strength Cost effective Seamless Technical Circular Fabric From Heavy Denier Multifilament Yarns**’. Details of the components along with its specifications are available on the website www.sasmira.org. Interpretation of the terms & conditions and other related issues in the tender would lie with SASMIRA only. Tenders can be obtained from The Synthetic & Art Silk Mills’ Research Association (SASMIRA), Sasmira Marg, Worli, Mumbai – 400030. The Tender Fees is Rs.100/- .The tender document can also be downloaded from the website of SASMIRA at www.sasmira.org. Tender document is available from **25/08/2018, 11.00 AM to 15/09/2018 upto 5.00 PM**. **LAST DATE FOR SUBMISSION OF DULY FILLED AND SEALED TENDER AT SASMIRA, MUMBAI is 15/09/2018 upto 5.00 PM**. On **19/09/2018** the bids will be opened at **11.30 AM** at SASMIRA. SASMIRA reserves the rights to accept or reject any or all the bids either in full or any part at its discretion without assigning any reason thereof. Address for Communication: The Executive Director, SASMIRA, Sasmira Marg, Worli, Mumbai – 400 030, Tel.: 24935351/52 Fax 24930225.

***Refer Annexure –I for details of Components**

III (A) TERMS AND CONDITIONS – GENERAL

1. Tender documents shall be issued by SASMIRA at Mumbai to manufacturers / authorized agents. **SASMIRA, Mumbai will be the tender issuing authority.**
2. Modifications, if any, made in the above documents will be done by addenda / corrigenda, copies of which will be sent in duplicate to each bidder before the due date of the tender. One copy should be signed, sealed and submitted along with the technical bids. Tender to be submitted, is as detailed hereafter. The bidder shall not make any additions / deletions to or amend the text of the documents except in so far as may be necessary to comply with any addenda / corrigenda issued. **The bidders shall use only tender documents as issued for submitting their bid and shall comply with various terms and conditions.**
3. All pages of tender documents shall be signed by the person authorized to fill the tender.
4. The full name of the person authorized to fill the tender, designation, current and main office address, Phone No., Fax No. & E-mail address shall be indicated in the tender.
5. Tenders sent through E-mail, Fax and Telex will not be entertained.
6. The tender should be filled in and submitted in English. All accompanying literature and correspondence shall also be in English.
7. No claim for costs, charges, expenses incurred by the bidder in connection with preparation of tender submission and for subsequent clarifications of their tender shall be accepted.
8. SASMIRA will not be responsible for any typographical errors/ambiguity/additions /omissions committed by the bidder while filling up of the tender.
9. Submission of a bid by a Tenderer implies that he/she has read all terms & conditions, and has made himself/herself aware of the scope and specifications of the item to be supplied, availability of materials, local conditions and other factors bearing on the execution of the supply.
10. The bidder shall be deemed to have full knowledge of documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
11. **Any question regarding the tender document and discrepancies shall be directed to the Tender Issuing Authority in writing minimum 3 days prior to the due date of submission of tender.** The Tender Issuing Authority will issue all clarifications, interpretations, meanings and specific directions, if any, in duplicate in writing to all the bidders. **One copy of these shall be returned duly signed and seal affixed along with the bids.**

12. The bidder shall be deemed to have satisfied himself/herself before tendering as to the correctness and sufficiency of his tender and about the rates quoted by him/her and cover all his/her obligations under the tender.
13. Bids submitted by manufacturers/ dealers or suppliers only shall be considered.
14. Earnest Money Deposit

Tender must be accompanied by **Earnest Money Deposit (EMD) of Rs. 40,000 / 590 USD** as indicated in Annexure-I for the item being supplied in the form of DD/pay order in favor of “The Synthetic and Art Silk Mills’ Research Association”, payable at Mumbai. EMD shall be paid in Indian currency or in US \$ only.

The EMD deposit by the successful bidders shall be held back towards the security deposit and will be refunded after successful installation, commissioning, trial and training.

The EMD of the unsuccessful bidder will be returned within one week from the date of opening of the technical bids.

15. Performance Security

After the award of work to the successful bidder, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (Annexure VII) issued by any Nationalized bank for an amount equal to the 10% of order value, within 60 days of issue of Purchase Order and it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Warranty Period will be commenced from the date of the installation and training of the supplied item.

The EMD of the successful bidder will be returned on receipt of Performance Security.

16. If a firm quotes NIL Charges/Consideration, then the bid will be considered as unresponsive and will not be considered.
17. Authority of signing

If the tender is submitted by an individual, it shall be signed by him/her.

If the tender is submitted by a proprietary firm, it shall be signed by the proprietor.

If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm

for signing the tender, in which case, a certified copy of power of attorney shall accompany the bid.

If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the tender, in which case a certified copy of the power of attorney shall accompany the bid.

- 18. The BID:** The bid shall be submitted in a sealed envelope containing two separate envelopes for i) The Technical Bid along with the EMD and ii) the Commercial Bid / Price Bid.

The tender shall be filled in English with a neat hand / type and all the figures and words shall be legible.

The rates shall be written both in words and in figures. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.

Correction, if any, shall be made by crossing out, initialing with date and rewriting.

In case of conflict between the figures and words in the rates, the later shall prevail.

The tenders shall be verified by the bidder for accuracy in the arithmetical calculations, prior to submission.

16.1 Technical Bid shall contain

- a) Original Tender document **duly signed** by the authorized person on all pages.
- b) Compliance to technical specification of the similar service/ equipment/item for which bid is submitted – Authorized person to indicate the **compliance of technical specifications in the respective pages** of the tender document and sign the same.
- c) **Compliance to the terms and conditions** of the tender document - Authorized person to specify, “all the above terms and conditions will be complied with” and signed in respective pages of the tender documents, where “terms and conditions” are given.
- d) Adherence to the stipulated **delivery schedule** of the similar service components / items – Authorized person to specify “delivery schedule given above will be complied with” and signed in respective pages of the tender

documents, where “delivery schedule of each of the items” is as given in **Annexure 3**.

- e) The bidder should be manufacturers / authorized dealers or suppliers of similar service / component with ensured warranty / guarantee for services for which the bid is submitted.
- f) List of organizations in India and abroad, along with Contact Person, address, Tel. No., Fax No. etc., to which similar service/equipments were supplied.
- g) Compliance that the bidder has manufactured or supplied similar service / equipment in the last two years with performance guarantee for two years.
- h) Covering letter, in the letter head of the bidder stating:
 - a. That the minimum **warranty period is of one year**.
 - b. That the bid **conforms to the terms and conditions** of the tender
 - c. Confirmation that the quoted rates are valid till **31/03/2019**.
 - d. The details regarding the service centers, stocking of spares etc.,
- i) Addenda / corrigenda / clarification issued by SASMIRA before due date of tender, duly signed by the authorized person.
- j) Descriptive leaflet / brochure giving the technical details of the components / instruments / accessories.
- k) A letter indicating assumptions, criterion, technical alternative etc., if any. However, the alternatives suggested by the bidder would not be taken as the basis for technical/commercial evaluation of the bids.
- l) The probable life expectancy of the components / accessory under normal conditions of operation should be stated wherever applicable.
- m) Details of pre-installation requirements including space, power requirements, earthing requirements, etc.
- n) Power of attorney authorizing the person who has filled the tender, if applicable.

16.2 Commercial Bid shall contain:

- a) Cost of individual components / Total cost of the **‘Circular Loom for Heavy Fabrics with Reinforcement’** along with any spares required for the functioning of the equipment, including the test control system, packing &

forwarding etc., duly filled and signed **in the format prescribed in the tender document at Annexure - 2**. No money other than the total indicated above will be payable on any account.

Separate costing for imported / indigenous components may be quoted.

- b) Annual Preventive Maintenance charges for the next 3 years, after the expiry of the warranty period, in the format prescribed in the tender document at **Annexure - 2**.
- c) The pre-installation requirement should be mentioned in the bid.

17. Validity of the tender

Rates quoted by the bidder shall be valid till **31/03/2019**, or to an extended date as agreed on mutually.

The Bidder shall not withdraw or revise or alter any conditions, rate(s) quoted within this stated period, unless he/she is called upon to do so on mutual agreement / negotiations.

18. Opening of tender

The tender shall be opened by a Purchase Committee constituted by the competent authority of SASMIRA, at Mumbai, at the time, date and venue as given in the "Tender Notice".

19. Negotiation clause

Purchase Committee, SASMIRA, may negotiate final cost of the supply with the lowest bidder.

20. Agreement

The successful bidder shall sign an Undertaking on Judicial paper worth ₹ 100.00 in the format prescribed in **Annexure 5** before releasing of the Purchase order by SASMIRA. A copy of the Purchase order once received should be returned as a token of acceptance of the terms and conditions of the Purchase Order. The EMD amount will be retained as security deposit and same will be refunded after successful installation, trial and training.

21. Criterion for rejection

SASMIRA reserves the right to accept or reject any tender or reject all tenders without giving any reasons whatsoever for their decision.

Tenders are liable to be rejected in which any of the prescribed particulars / information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.

Tenders which are found to be technically non - responsive shall be rejected and their commercial details shall not be considered.

Canvassing in connection with tender is strictly prohibited and tender submitted by bidder who resorts to canvassing will be liable to rejection.

Tenders containing specific conditions of the bidder other than the terms and conditions given in the tender document and not acceptable to SASMIRA are liable to be rejected.

If the validity of the tender is not up to **31/03/2019** ; the tender will be rejected.

If the tender document duly signed by the authorized person on all pages is not submitted, the tender will be rejected.

Before submission of the tender, the prospective bidders are expected to examine technical specifications of the '**Circular Loom for Heavy Fabrics with Reinforcement**' and terms and conditions given in this tender document. Failure to furnish all information required in the tender document may result in the rejection of the bid.

SASMIRA reserves the right to cancel items, from the list of requirement of items without assigning any reason thereof.

III (B) TERMS AND CONDITIONS - SPECIAL

1. Cost details are to be filled up in the prescribed format as given at **Annexure – 2** for the components as applicable to imported /indigenous indicating therein total CIF charges.
2. All items / components required for Supply of **‘Circular Loom for Heavy Fabrics with Reinforcement’** are to be specified and quoted.
3. The terms of payment in case of imported supply of Components shall be 100 % irrevocable Letter of Credit (LC) or Wire transfer after delivery and installation of **‘Circular Loom for Heavy Fabrics with Reinforcement’** at SASMIRA.
4. The terms of payment in case of indigenous supply shall be:
 - a) 30 % of the total price of the **‘Circular Loom for Heavy Fabrics with Reinforcement’** will be paid as advance on receipt of acceptance of purchase order, and against a Bank Guarantee (BG) in favor of “The Synthetic & Art Silk Mills’ Research Association” of like amount. The format of BG is enclosed in Annexure 6.
 - b) 60 % of the ex-works price of **‘Circular Loom for Heavy Fabrics with Reinforcement’** will be paid against physical inspection / Performa invoice and delivery of the equipment in good condition, at SASMIRA.
 - c) 10 % remaining amount plus packing, freight and insurance charges will be paid after successful commissioning of the **‘Circular Loom for Heavy Fabrics with Re-inforcement’**, demonstration of satisfactory performance and imparting training to the technical personnel of the laboratory concerned.
5. For indigenous item, the bidder should take responsibility for delivering the **‘Circular Loom for Heavy Fabrics with Reinforcement’** inside the premises of the SASMIRA as mentioned in the Purchase Order.
6. The suppliers of the system should provide adequate training for at least 2 technical personnel of the SASMIRA R&D staff including trouble shooting etc., and making them confident of operating the system independently.
7. The bidder shall adhere to the delivery period of the item as committed by him as indicated in **Annexure 3** of the tender document, whichever is earlier. Penalty for non-execution of the order within the delivery period shall be 1% of the cost of the components/item or total supply for every week of delay.
8. The delivery installation & commissioning period of the **‘Circular Loom for Heavy Fabrics with Re-inforcement’** as agreed to should not be extended;

under normal conditions. Suitable penalty for non-execution of the order may be enforced to the extent of 1 % of the cost of machinery for every week extended. In case of the delay beyond scheduled period due to some unforeseen reason, written permission is required from the Chairman, Purchase Committee, SASMIRA, with proper justification to avoid penalty.

9. The bidder shall give warranty for at least one year in respect of all items quoted.
10. During the warranty period, regular servicing/maintenance should be undertaken free of charge, including replacement of defective parts/travel cost, etc. Subsequently, servicing/maintenance should be undertaken by the authorized agency of the manufacturer / supplier as per the annual maintenance contract conditions.
11. Operation manuals, calibration procedures and other instruction manuals should be provided along with each of the components, wherever applicable.
12. The bidder shall also mention the probable life expectancy of '**Circular Loom for Heavy Fabrics with Re-inforcement**' under normal conditions of operation, wherever applicable
13. Terms for service contract (comprehensive or non-comprehensive) after the expiry of warranty period are to be included.
14. In case of short supply or wrong supply of any components of the 'Circular Loom for Heavy Fabrics with Re-inforcement', its parts or accessories or supply of items in damaged conditions, it is the responsibility of the bidder to arrange for the supply of the required items in working condition as per the purchase order, within a reasonable time. Any additional expenditure, whatsoever, for the above will be borne by the bidder only.
15. The specifications given in this document are the minimum requirement. The bidders are free to supply '**Circular Loom for Heavy Fabrics with Reinforcement**' with better features also. However, the evaluation shall be based on the features mentioned in the tender document. If different model are quoted, the cost details may be given in separate sheet
16. Orders for the supply of items, once placed with successful bidder is non transferable and no sub-contracting is permitted. SASMIRA reserves the right to cancel the order in such event.
17. Any non-fulfillment of the stipulation given above will make the bid invalid.
18. The full payment will be released to the bidders only after completion of satisfactory performance check of the '**Circular Loom for Heavy Fabrics with Reinforcement**'

19. In case of computer related components, the bidders have to quote for indigenous computer only instead of imported computers, if any.
20. The bids shall first be evaluated for their “technical responsiveness” which shall inter-alia include,
 - i. Proof that the bidder is manufacturer/ associate producer/supplier for the components / items with ensured warranty/guarantee for services for which the bid is submitted,
 - ii. Compliance to technical specifications of ‘**Circular Loom for Heavy Fabrics with Re-inforcement**’ for which the bid is submitted,
 - iii. Adherence to the warranty period,
 - iv. Necessary documentary proof that the bidder has manufactured or supplied the components or similar services as required in ‘**Circular Loom for Heavy Fabrics with Re-inforcement**’ in the last two years along with the list of such customers and performance reports of the services for last two years from at least two customers / users,
 - v. Details regarding the services, stocking of spares etc.,
 - vi. Compliance to all other relevant and critical terms and conditions of the tender,
 - vii. Validity of the tender up to **31/03/2019**,
 - viii. **If any of the above mentioned parameters are not fulfilled, the bid will be considered as technically non-responsive.**
21. The commercial details of those bidders who are technically responsive only shall be evaluated based on the following criterion :
 - (i) Total price of the ‘**Circular Loom for Heavy Fabrics with Reinforcement**’ as CIP / CIF for imported items.
 - (ii) Total price of the indigenous items should include delivery charges up to the location (SASMIRA)
 - (iii) AMC charges for three years after the expiry of the warranty period.

DETAILS OF ANNEXURE

Annexure 1

Technical specifications of 'Circular Loom for Heavy Fabrics with Reinforcement'
& EMD Value is as follows:

Earnest Deposit Money (EMD): INR 40,000.00 / USD 590.00

COMPLIANCE STATEMENT TO SPECIFICATIONS FOR SUPPLY OF CIRCULAR LOOM FOR HEAVY FABRICS WITH REINFORCEMENT

(Compliance with specification column is to be filled up by the bidder stating
'YES/NO' as the case may be)

Sr. No	Specifications	Requirements	Compliance with specifications (Y/N)
1	Working Width [Double flat]	100 - 160 Cms	
2	No. of Shuttles	08	
3	R.P.M	700	
4	Warp Bobbin Diameter	130mm [Max.]	
5	Weft Bobbin Diameter	115mm [Max.]	
6.	Cheese Pipe Diameter	35mm[ID] X 38-42mm[OD] X 218mm [L]	
7.	Traverse Weft Bobbin	200mm	
8.	Creel	As suitable to weave above width	
9.	Warp In-feed System	Positive/Electronically Controlled	
10.	Warp Break Detect System	Electronically Controlled	
11.	Weft Break Detect System	Electronically Controlled	
12.	Weft Pre-exhaust System	Electronically Controlled	
13.	Fabric Take Up /weft density	Electronically Controlled	
14.	Weft Density	30 – 52 /10 Cms	
15.	Reinforcement of fabric	Facility to reinforce the fabric across the circumference	
16.	Grams/Square Meter Of Fabric required	100-250	

17.	Fabric Winder	Surface Winder with facility to adjust fabric tension.	
18.	Any other requirement, concerning operational parameters of system to be considered as and when required.		
19.	Installation / commissioning/ Training		

FORMAT FOR COST DETAILS

(Cost particulars should be given in this format component wise/ accessories wise separately)

Note: All the cost particulars should be furnished either in Indian Rupees or Foreign Currency. If more than one component is quoted, use separate sheets

Part 1: Cost details of Supply of ‘Circular Loom for Heavy Fabrics with Reinforcement’

S.No.	Cost Details for Foreign components	Cost with currency
i)	Total CIP / CIF cost	
ii)	AMC details for next three years after expiry of warranty period including accessories (Two preventive and one breakdown visits)	1 st Year: 2 nd Year: 3 rd Year:
	Total	
Delivery schedule of the equipment:-		<u>6</u> Months

Part 2: Cost details of Indigenous Supply of Circular Loom for Heavy Fabrics with Reinforcement'

Sr. No	Specifications	Requirements	Cost in Rs.
1	Working Width [Double flat]	100 - 160 Cms	
2	No. of Shuttles	08	
3	R.P.M	700	
4	Warp Bobbin Diameter	130mm [Max.]	
5	Weft Bobbin Diameter	115mm [Max.]	
6.	Cheese Pipe Diameter	35mm[ID] X 38-42mm[OD] X 218mm [L]	
7.	Traverse Weft Bobbin	200mm	
8.	Creel	As suitable to weave above width	
9.	Warp In-feed System	Positive/Electronically Controlled	
10.	Warp Break Detect System	Electronically Controlled	
11.	Weft Break Detect System	Electronically Controlled	
12.	Weft Pre-exhaust System	Electronically Controlled	
13.	Fabric Take Up /weft density	Electronically Controlled	
14.	Weft Density	30 – 52 /10 Cms	
15.	Reinforcement of fabric	Facility to reinforce the fabric across the circumference	
16.	Grams/Square Meter Of Fabric required	100-250	
17.	Fabric Winder	Surface Winder with facility to adjust fabric tension.	

18.	Any other requirement, concerning operational parameters of system to be considered as and when required.		
19.	Installation / commissioning/ Training		
20.			
21.			
22.			
TOTAL COST (inclusive of taxes and other statutory payments, if any)			
AMC details for next three years after expiry of warranty period including accessories (in INR)			
1 st Year:			
2 nd Year:			
3 rd Year:			
Delivery Schedule of the Supply of entire system, commissioning, training			: _6_ months

Sr. No.	Details of Requirement for Opening L/C.(for imported items only)
1.	Foreign Supplier's Name and Complete address on whom L/C will be opened.
2.	Foreign Banker's Name & Address
3.	Foreign supplier's Bank Account No.
4.	Port of shipment
5.	Country of Origin
6.	Period to keep open the L/C – (Validity of L/C)
7.	Period of negotiation will be 21 days
8.	Delivery Schedule from the date of issuance of purchase order

Note:

- 1. Additional copies may be taken for each supply**
- 2. Octroi, if paid , will be reimbursed separately at actuals**

Delivery schedule of Supply of Circular Loom for Heavy Fabrics with Reinforcement'

Sr. No	Equipment	Delivery Schedule from the date of acceptance of Purchase Order – maximum
1.	Indigenous – 'Supply of Circular Loom for Heavy Fabrics with Reinforcement'	6 Months from the date of issuing Purchase Order
2.	Imported – 'Supply of Circular Loom for Heavy Fabrics with Reinforcement'	Maximum 6 Months from the date of issuing Purchase Order

**FORMAT TO BE FILLED UP AND SUBMITTED
IN THE LETTER HEAD OF THE BIDDER**

To,

**The Executive Director,
The Synthetic & Art Silk Mills' Research Association
(SASMIRA),
Sasmira Marg, Worli,
Mumbai – 400 030.**

**Sub: Supply of 'Circular Loom for Heavy Fabrics with Reinforcement'
to SASMIRA as per the specifications and quantities mentioned in the tender.**

Dear Sir,

- a) Having examined the conditions of Tender and Specifications of the equipment and/or accessory, we, the undersigned, offer to **Supply 'Circular Loom for Heavy Fabrics with Reinforcement'** in the **Annexure 1** as per the quantity and specifications given in the tender along with standard spares/accessories as specified.
- b) Earnest Money Deposit (EMD) as given in Annexure-1 in the form of Bank Demand Draft / Pay Order in favor of 'The Synthetic and Art Silk Mills' Research Association', payable at Mumbai as detailed in Tender Conditions is enclosed.
- c) **The original tender document duly signed on all pages is enclosed.**
- d) We agree to abide by this tender for the period from the opening date fixed for receiving the same and it shall remain binding upon us for a mutually extended period agreed in writing by us.
- e) If our tender is accepted, we undertake to Supply '**Circular Loom for Heavy Fabrics with Reinforcement**' as mentioned in the tender within the specified periods mentioned in **Annexure-3** from receipt of the order from the SASMIRA in writing.
- f) We agree to supply consumable spare parts and replacement of the broken/damaged/non-compatible parts during the guarantee / warrantee period, free of charge, as per the terms & conditions.
- g) The probable life expectancy of the components under normal conditions of operation has been stated wherever applicable.

- h) We agree to train the personnel of SASMIRA R&D free of charge, as per the terms and conditions.
- i) If our tender is accepted we will, obtain and arrange:
 - 1. to sign an Undertaking on Judicial paper worth Rs 100.00 in the format prescribed in Annexure before releasing of the Purchase order by SASMIRA
 - 2. Any other statutory obligation, if any, prior to commencement of supply of system.
- j) We agree for the validity of our tender up to **31/03/2019**.
- l) Unless and until a formal Agreement/order is prepared and issued, this tender together with our written acceptance thereof, shall constitute a binding contract between us and SASMIRA.
- m) We understand that you are not bound to accept the lowest or any tender you may receive and may negotiate the total cost with the lowest bidder.
- n) We agree to make a presentation of the **‘Circular Loom for Heavy Fabrics with Reinforcement’** to be supplied by us, before the Purchase Committee if need be on a mutually convenient date.

**Authorized Signatory
to Tenderer**

**Signature dated
Designation / Capacity
Name**

Tender Reference No.: _____ Dated _____

UNDERTAKING / DECLARATION

To,

**The Executive Director,
The Synthetic & Art Silk Mills' Research Association
(SASMIRA),
Sasmira Marg, Worli,
Mumbai – 400 030.**

Dear Sir,

- i. We, _____ (Bidder's Name & Address) undertake to Supply '**Circular Loom for Heavy Fabrics with Reinforcement**' as per the detailed specification of Tender and honor the terms and conditions of the tender document.
- ii. We undertake to Supply '**Circular Loom for Heavy Fabrics with Reinforcement**' within the stipulated period of time and accept the penalty clause imposed by SASMIRA as per the terms and conditions of the Tender.
- iii. We undertake that during the warranty period, regular servicing/maintenance will be carried out as per the Warranty Clause.
- iv. We undertake to provide adequate training (normal operation, trouble shooting) to two technical personnel of the SASMIRA R&D on the supplied equipment and making them confident of operating the equipment independently.
- v. We agree that the balance payment will be released to us only after completion of satisfactory installation, trial and training on the said machine / instrument.

Dated at _____ this _____ day of _____ 2018.

Authorized Signatory

Signature

Name:

Designation:

Name & Address of the Company:

Seal of the Company:

(To be submitted by the bidder on Rs 100/- Stamp Paper)

FORMAT FOR BANK GUARANTEE

(On ` 100 Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to be in the name of the executing Bank
To:

Executive Director
SASMIRA
Sasmira Marg, Worli,
Mumbai - 400030

In consideration of SASMIRA, having its registered office at SASMIRA, Sasmira Marg, Worli Mumbai - 400030 (hereinafter called the “Authority” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the Authority, which has been unequivocally accepted by the Bidder (refer NOTE below) work of _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Bank, in lieu of the security deposit, to be made by the Bidder or in lieu of the deduction to be made from the Bidder’s bill, for the due fulfillment by the said Bidder of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the Authority from time to time to the extent of Rs. _____

(Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the Authority by reason of any breach or breaches by the Bidder and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the Authority shall be the sole judge of and as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the said Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.

1. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Authority under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been

fully and properly carried out by the Bidder and accordingly discharges this Guarantee subject, however, that the Authority shall have no claim under the Guarantee after 180 (One Hundred Eighty) days from the date of expiry of the contract period.

2. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the Authority to take legal action against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Authority may have obtained or obtain from the Bidder shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and agree that any change in the Constitution of the said Bidder or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from SASMIRA on whose behalf this guarantee is issued.

For and on behalf of (the bank)\

Signature _____

Name & Designation _____

Authorisation No.

Date and Place

Bank Seal

The above guarantee is accepted by the Authority.

Note: This letter of authorization should be on the letterhead of the manufacturing Concerned should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarized power of attorney should also be furnished.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

**The Executive Director
SASMIRA,
Mumbai (India) 400030.**

WHEREAS.....
. (Name
and address of the Supplier) (herein after called “the Supplier”) has undertaken, in
Pursuance of contract no..... dated (Herein after
called
“the contract”) to supply
.....
.....

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a nationalized bank recognized by you forthe sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract; AND WHEREAS we have agreed to give the Supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the Day of, 20.....
.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

V) **CHECK LIST TO THE BIDDERS**

1. Get all the clarification regarding terms and conditions, specification etc during the pre bid meeting or by writing to the Executive Director, SASMIRA, Mumbai, prior to submission of bids.
2. The original tender document downloaded in full has to be submitted along with the technical details duly signed on all the pages.
3. Fill up the relevant compliance columns in the specifications given for the components quoted by stating 'YES' or 'NO'. If any deviations are there in the specifications, the details may be given separately as Annexure.
4. The required Earnest Money Deposit (EMD) for as mentioned in the Tender Document is to be enclosed. Copies of this DD are to be kept in Technical Bids.
5. A covering letter duly signed by the authorized person as per the specimen given at **Annexure 4** of the tender document.
6. Descriptive leaflet / brochure of the components quoted are enclosed along with the technical details.
7. The Technical and commercial details are to be submitted for components/ accessories. Both the details are to be put together in one envelope and sealed properly, super scribing the name of the system.
8. Cost details are to be given in the prescribed format only. If more than one component is quoted, separate sheet may be enclosed.

Note: If the bidder fails to furnish all the relevant document/ information as mentioned in the Tender Document, the Tender will be rejected.

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