

**PLASTIC POLYMER & ALLIED CLUSTER, BALASORE
(PROJECT UNDER Industrial Infrastructure Up gradation Scheme.)**

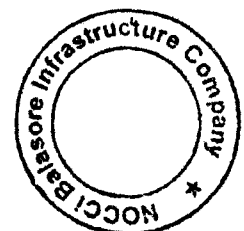
Quotation Call Notice

FOR

**10 TON Capacity Single Girder
EOT Crane**

Tender No: NOCCinfra/PUR/EOT-Crane/43/2012-13
Tender Date: 28th February, 2013

Tender Opening Date – 20th March, 2013



INVITATION FOR BIDS (IFB)
LOCAL COMPETITIVE BIDDING (LCB)

IFB Reference no: NOCCinfra/PUR/EOT-Crane/43/2012-13

Date: 28.02.2013

Sealed Quotations are invited from Manufacturers / Vendors / Suppliers / Dealers for supply, installation, testing and certification. Installation for Common Facility, workshop at somnathpur. As per the specification given in the quotation paper.

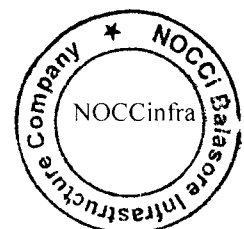
Estimated Cost	As quoted by the party
Warranty Period	12 (Twelve) Months from the Date of Commissioning
Bid security (Mandatory)	Rs. 25,000.00 by DD in favour of NOCCI Balasore Infrastructure Company payable at Balasore

For further details regarding the bid please visit NOCCinfra' s web site www.nocci.in or contact Executive (Purchase) at the office of NOCCI Balasore Infrastructure Company at C-12, Industries Facilitation Centre, Ganeshwarpur Industrial Estate Balasore (Orissa) 756019, between November 9th, 2012 to December 10th, 2012 on any working day.

Issued by

HEAD - HR 28/2/2013

NOCCI Balasore Infrastructure Company



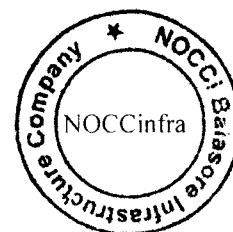
INVITATION FOR BID

IFB REFERENCE: NOCCinfra/PUR/EOT-Crane/43/2012-13 DATE: 28.02.2012

- 1.0 DESCRIPTION OF WORKS:** The NOCCI Balasore Infrastructure Company, having its Head Office at Balasore invites sealed bids from eligible bidders for the following works:

Supply, Fabrication, Installation, testing & commissioning of EOT Crane at Common Facility, workshop at Somnathpur

- 2.0 ADDITIONAL INFORMATION:** Interested eligible bidders may obtain further information from Shri Hemanta Kumar Sarangi, Executive (Purchase) at NOCCinfra office.
- 3.0 REQUEST FOR BIDDING DOCUMENT:** A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application in duplicate, to the NOCCInfra and upon the payment of a non-refundable bidding document cost as detailed below. Bidders who wish to download the complete bidding document, can do so it from NOCCinfra website (www.nocci.in), free of charge & submit the same (without any alternation /modifications) along with their bid and a demand draft in favour of NOCCI Balasore Infrastructure Company for value equal to price of bidding document as specified in clause 4 (b) below.
- 4.0 BID DETAILS:** Detailed terms and conditions as well as the technical specifications for all the items of works as indicated in the invitation for bid are contained in bidding document. Only one set of bidding document shall be issued to one bidder.



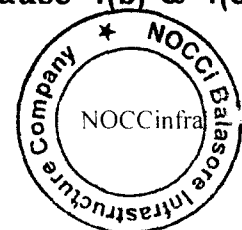
NOCCI BALASORE INFRASTRUCTURE COMPANY
INDUSTRY FACILITATION CENTRE
GANESWARPUR INDUSTRIAL ESTATE, BALASORE-756019. ORISSA. INDIA.
TELE-FAX: 06782-267273 / 9777580211, E-MAIL: hemant@nocci.in

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- (a) Bid reference : NOCCinfra/PUR/EOT-Crane/43/2012-13
- (b) Price of bidding document : Rs. 525/- (Inclusive of Vat @ 5%)
(Rupees Five Hundred twenty five only)
- (c) Incidental charges (in land) in case documents are to be sent by courier /post : Rs. 200/-
(Rupees Two Hundred Only)
- (d) Date of commencement of sale of bidding document : 28th, February, 2013
- (e) Last date for the sale of bidding document : 18th March, 2013
- (f) Last Date and time for receipt of bids : 20th March, 2013
(Up to 15:00 hrs)
- (g) Time and date of opening of bids : 20th March, 2013
(At 15: 30 hrs)
- (h) Place of opening of bids : NOCCinfra, Balasore
- (i) Address for communication : NOCCI Balasore Infrastructure
Company, C-12, Industries
Facilitation Centre, Ganeshwarpur,
Industrial Estate, Balasore 756019
Tel. No. 06782-244273
- (j) Estimated Cost of works : Nil
- (k) Time for completion : 04 Months
- (L) Amount of Bid Security : Rs. 25,000.00

5.0 PURCHASE OF BIDDING DOCUMENT IN PERSON: Bidders who desire to obtain bidding document in person by submitting written request and paying through demand draft may do so on any

Working day from 11.00 hrs. to 16.00 hrs. only during the period of sale of bid documents as specified in clause 4 hereof. Demand draft shall be prepared in favour of NOCCI Balsore Infrastructure Company payable at Balasore (Orissa).

6.0 PURCHASE OF BIDDINGDOCUMENT BY COURIER/POST: Bidders may send request along with demand draft in favour of NOCCinfra of value equal to price of bidding document plus incidental charges, as specified in **clause 4(b) & 4(c)** hereof



to the address of communication during the period of sale of bid document. NOCCI Balasore Infrastructure Company shall not take the responsibility for any delay in receipt of the bidding document if it is sent by courier /post.

- 7.0 BID SECURITY:** All bids must be accompanied by a bid security in the acceptable form as specified in the bidding document and must be delivered to the address of communication as stated above in **clause4(i)** on or before the last date and time of receipt of bids as given in **clause 4.0 (f)** above.
- 8.0 OPENING OF BIDS:** Bids will be opened by NOCCinfra at the office of the NOCCinfra.
- 9.0 BID VALIDITY:** The Bid shall remain valid for a period of **90 (Ninety) days** from the date of bid opening as mentioned above.
- 10.0 BID SECURITY VALIDITY:** The bid security accompanying the bid shall be valid for **30 days** beyond the bid validity period.
- 11.0 RIGHTS RESERVED BY NOCCinfra:** The NOCCI Balasore Infrastructure Company at its sole discretion & without assigning any reason thereof reserves the right to accept and / or reject any or all the bids.

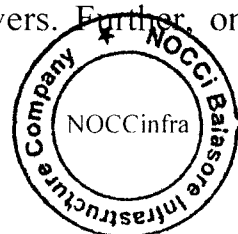
INSTRUCTIONS TO BIDDERS

- 1.0** Quotations will have to be submitted in a **TWO PARTS i.e.**

(a) Technical Bid with Drawings of crane, in properly sealed cover and clearly written over it **TECHNICAL BID, Name of the BIDDER.** The envelope must contain Cost of the Bid document in shape of DD (in case the bid is downloaded from website), Earnest Money Deposit (BID SECURITY), Printed and signed Technical Literature for **quoted items**, Qualifying / eligibility documents and the signed bid of **NOCCinfra.**

(b) Price Bids, in separate sealed covers for quoted item as per the supplied price bid format .The item quoted for and all kept inside a big sealed envelope clearly written over it **PRICE BID, Name of the BIDDER.**

- 2.0** The address of the firm submitting the quotation and the Officer to whom the quotation is addressed must appear distinctly on sealed covers. Further, on sealed



- cover. The sealed cover should contain the technical bid and all the price bids inside it.
- 3.0** The bid documents are not transferable and the seal and signature of the authorized official of the firm's must appear on all the papers and envelopes submitted.
- 4.0** The following eligibility criteria shall be complied to fulfill the Qualification Bid
- a) The Bidder should have, PAN, Service Tax Registration No, proof of having submitted IT return for the last three years, Profit & Loss account and balance sheet certified by the auditor.
 - b) Average annual turnover in machine supply in the last three years should be minimum Rs1, 00, 00,000/- (One Crore) or 2 times the total value of machines quoted for, whichever is higher.
 - c) Should have up to date VAT/ Sales tax clearance certificate.
 - d) Certificates showing supply and successful commissioning of similar type of machine obtained from the parties they have supplied machines.
- 5.0** Documentary evidences (Xerox copies - attested) for turnover, Balance Sheet, IT Return of last 3 years, VAT/ Sales tax clearance certificate and Commissioning Certificates. All papers submitted by the bidder except the quotation papers of NOCCInfra, will have to be numbered. All as indicated above should be furnished without which the bid will not be taken into account.
- 6.0** Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.
- 7.0** Quoted rates must be valid for 90 days from the date of quotation
- 8.0** The quoted Machines and equipments must be warranted for a minimum of one year or as per the company policy, whichever is more.
- 9.0** In case of imported items, vendors should clearly state the available nearest after sales service centre and detail address in India, without which their offers will be rejected.



- 10.0** Valid certificate to prove that the products are genuine and of national or International standard, as mentioned below, must be enclosed (a) Manufacturer's certificate. (b) ISO/ISI certificate.
- 11.0** A refundable earnest money deposit, as indicated below, through demand draft drawn in favour of the NOCCinfra, payable at Balasore, Odisha will have to accompany the Bid. The EMD of unsuccessful bidders shall be returned after award of contract. EMD of the successful bidder will be released on submission of the PBG.
- 12.0** The successful bidder shall furnish an unconditional Performance Bank Guarantee (as per format to be given with purchase order) valid till 60 days after the warranty period from a scheduled Bank of India for 5% of the purchase Order value within 21 days of placement of order failing which the contract shall be deemed as terminated. Where the performance bank guarantee is obtained by a foreign bank, it shall be got confirmed by Schedule Indian bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts at Balasore, Odisha. The Performance Bank Guarantee (PBG) guarantees that,
- (a) The Vendor guaranteed satisfactory operation of the Equipment & components against poor workmanship, bad quality of materials used, faulty designs and performance.
 - (b) The Vendor shall at his own cost rectify the defects/replace the items supplied, for defects identified during the period of guarantee.
 - (c) This guarantee shall be operative from the date of installation till 60 days after the warranty period.

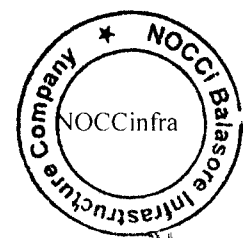
General Terms & Conditions

i. Price Basis:

The price shall be inclusive of all taxes / duties, freight & Packing charges delivery material and unloading FOR site at Balasore. Way bill on demand shall be provided by NOCCinfra.

ii. Delivery:

a. Time Limit: Maximum time of supply and installation will be as per the quotation paper.



- b. Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of Representative of NOCCinfra and vendor's representative. The intact condition of the package and the seal/indicators for not being tempered with shall form the basis for certifying the receipt in good condition.
- c. Penalty for delay in delivery:** The date of delivery should be strictly adhered to otherwise NOCCinfra reserves the right not to accept delivery in part or full.
- iii.** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold. Copy of the latest price list for the quoted item, applicable in India, should be enclosed with the offer.
- iv.** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NOCCinfra.
- v.** Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission from NOCCinfra.
- vi.** The installation work shall be carried out as per the Safety procedure / BIS specifications, standard code of practice.
- vii.** The responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the Bidder.
- viii.** The Successful Bidder shall strictly adhere to various labour laws in force. Bidder has to ensure that his workers are covered with Workmen compensation policy and a copy shall be submitted with NOCCinfra before start of work. Compensation and medical expenditure in case of injury or causality of deployed persons of the bidder at site, is the responsibility of the bidder.
- ix.** To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at Bidder's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
- x.** All the works shall be executed as per the standard specifications as provided in BIS.



2. Liquidated damages for delay in supplies/ Execution

The liquidated damage clause should be enforced wherever the supplies are delayed. However, when the delay is due to force majeure conditions or due to any genuine reasons beyond the control of the supplier/ contractor, waiver of penalty can be considered. No waiver should be granted without justification.

- a. The request for waiver of LD should be made by the supplier, in writing with reasons/ justifications, within 3 months from the date of completion of delivery/ erection job. Waiving of liquidated damages should be approved by the competent authority as per the delegation of powers and circulars issued by the Head office from time to time, after the indenter justifying the reasons for waiver convincingly to the competent authority.
- b. Whenever proposals for approval for refund of liquidated damages already deducted are put up, the amount that will be actually refunded should be brought out specifically with detailed justification.
- c. To arrive at the LD charges, to be deducted for late delivery, the date of receipt at site/ destination may be considered in case of order/ contracts placed on FOR Site/ Destination basis, whereas for the orders placed on Ex-Works basis; date of dispatch may be considered instead of date of receipt. The LD charges should be calculated on the ex-supplier's works value of the item, whenever break up cost is given in the order. If no break up cost is given, LD will be on the total price as per order.
- d. Waiver of the liquidated damages should not be agreed, unless the delay is proved to be beyond the control of the contractor. The case may be put up with backup evidences in support of the delay, justifying the reasons beyond any one's doubt. Amendment should be issued after taking necessary approval.
- e. Normally, the liquidated damages @ 0.5% of the order/ contract value will be deducted for each completed week of delay. No deduction for LD is to be made for delays less than a week. While calculating the period of delay only completed weeks shall be taken in to account and incomplete week, if any shall be ignored. The week shall comprise of 7 days including Sundays and holidays, if any. The total amount so deducted shall not exceed 10% of the order / contract value.

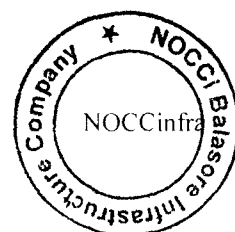


3. Liquidated Damages and Recovery of Advance:

The accepted delivery schedule of supply and/or installation shall be governed by the Liquidated Damages and Recovery of Advance clause. Each unit of an item shall be delivered to destination and ready for operation not later than the delivery date specified in the purchase order. If you fail to deliver any or all of the goods or perform the services within the time period (s) specified in the Purchase order, the NOCCinfra shall, without prejudice to its other remedies under. This purchase order, deduct from the ordered price, as liquidated damages, a sum equivalent to (0.5% of the full purchase order value for each completed week of delay ~~OR 0.5% of the value of the delayed items only for each completed week of delay~~) **. The total amount so deducted shall not exceed 10% of the purchase order value. Once the maximum is reached, the NOCCinfra may consider cancellation/termination of purchase order and forfeiture of the deposit/performance guarantee. In case you fail to supply the equipment within the stipulated delivery period plus 20% of the same as grace period, subject to a minimum of 15 days, the purchase order shall stand cancelled and the supplier shall refund the advance, if paid, along with interest at the rate of 18% per annum compounded quarterly on the last day of March, June, September and December, on the advance paid, for the entire period for which the advance was retained by the supplier. This will be without prejudice to other remedies like risk purchase etc. Any incremental taxes, duties and levies on account of the delay in the execution of the purchase order by you will be to your account.

4. Inspection:

The equipment under the purview of your supply should be inspected by your own technical experts at your works and such inspection report should be forwarded to us in triplicate. However, NOCCinfra reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. You should intimate the NOCCinfra without fail, when the equipment is ready for inspection including the stage wise inspection. You should not proceed with further manufacture and/or dispatch of equipment, without obtaining a clearance certificate from NOCCinfra after inspection of NOCCinfra's written permission. You should forward to us the Test Certificates, wherever applicable, obtained from concerned authorities/principal manufacturers either regarding quality or any other details of the items utilized in the process of manufacture/fabrication.



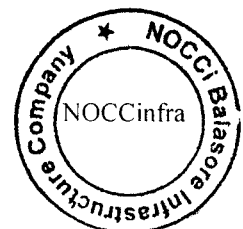
5. Dispatch Instructions:

The materials are to be dispatched to the project site by the mode of transport specified in our order under intimation to us. Depending on the type of material, you shall have to carry out proper packing/crating to avoid breakages in transit. Other details of dispatch such as marking, consignee's particulars etc. For using any mode of transport other than the specified one, prior concurrence from us in writing should be obtained. All consignments should be dispatched on freight paid basis irrespective of price basis. In the event of freight payable extra by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent by Registered Post/Courier directly to the consignee along with a copy of invoice and 2 copies of Delivery Challan/ Packing List.

6. Insurance:

You shall have to arrange all transit risk insurance, warehouse basis including, wherever applicable, storage risk coverage for a period of 3 months from the date of arrival of goods at the destination for the items to be supplied by you. In cases where orders are placed on ex-works basis, the premium shall be paid by us at actual to you against production of documentary evidence. In the event of any damages to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/underwriters and pursue them till settlement. Since the insurance policy will be obtained in our name, we shall, if required, give you necessary authorization letter authorizing you to lodge and pursue the claims on our behalf with the carriers/underwriters. You shall also have to make good the losses/damages occurring in transit by making replacement/payment to us in the first instance. If claims are settled by the underwriters and any amounts are realised by us, the amounts thus realised in settlement of claims shall be reimbursed to you. In other words, the prima facie responsibility for getting compensation for the damages/losses incurred, due to all transit hazards, if any, rests with you.

In cases where the purchase order is placed on "free delivery at site" basis no insurance premium will be paid by us. However, in such cases also, all transit risk insurance policy must be obtained to safeguard your own interests and to protect the material against transit hazards.



7. **Demurrage:**

You shall bear and reimburse to us full demurrage, if any, paid by reason of delay on your part in forwarding the original dispatch documents to the destination mentioned in the purchase order.

8. **Rejection:**

We reserve the right to reject the goods either in part or full if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/description given in the purchase order. The rejections, if any, will be intimated to you in writing within a reasonable time. You will be liable and responsible to repair/replace the rejected goods within the stipulated time. Till the repair/replacement is made, the rejected goods shall be lying at your risk, cost and responsibility. If you do not arrange to repair/replace the rejected goods within the period stipulated by us, we may dispose off such goods at your risk and in the manner we think fit. NOCCinfra shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at your risk. We shall be entitled to recover the expenses made by us on storage and handling of such rejected goods till the goods are removed from our premises/stores.

9. **Guarantee:**

The supply of equipment as well as installation, if entrusted, shall have to be carried out by you to the entire satisfaction of NOCCinfra and their clients on behalf of whom this purchase order is placed. You shall also guarantee to repair/replace without any extra cost, the items or parts thereof, if found defective due to bad designing, workmanship or substandard material brought to your attention within 12 months from the date of putting on use/commissioning or 24 months from the date of receipt of material at destination whichever is earlier. If it is necessary to send the defective equipment or parts thereof to your works for repair/replacement, without forming any precedence, the cost of repacking, loading, unloading, transportation from the site to your works and back to site shall have to be borne by you. The guarantee however, does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier or his authorized agents. In case of installation jobs, you shall have to guarantee the complete installation for satisfactory performance for a minimum period of 12 months from the date of commissioning of the plant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall have to be rectified by you at your cost.



10. Warranty:

You must provide a warranty for a minimum period of 12 months from the date of commissioning of the equipment for satisfactory performance of the supplied equipment according to the designed/rated/installed capacity or any other norms fixed by NOCCInfra.

11. Drawings, Specifications & Manuals:

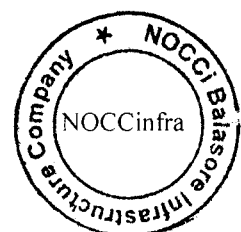
Prior to commencement of fabrication, you shall have to submit for our approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment wherever applicable. Soft copy of final (As built) drawings shall be provided on CD. In case of items for which drawing are provided by NOCCInfra, you shall fabricate/manufacture the items strictly in accordance with these drawings and any other instruction given by the NOCCInfra. For such items, there is no need for you to submit the drawings to the NOCCInfra for approval prior to commencement of fabrication/manufacture. Where documents and drawings are supplied to you by NOCCInfra, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of the NOCCInfra in writing. All such documents and drawings shall be the property of NOCCInfra and they must be returned to NOCCInfra after execution of the order.

12. Installation & Commissioning:

The suppliers should quote in their offer, separately for Installation & Commissioning charges and clearly specify, whether the installation and commissioning is being done on free of charge basis or at an extra cost. Income tax as per applicable governmental norms will be deducted at Source by NOCCInfra and necessary certificates to this effect will be issued to supplier.

13. Spares:

You shall provide a list of spare parts, which will be required for the plants and equipments supplied by you for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.



14. Cancellation of Contract:

We shall be free to cancel our purchase order either in part or full, in the case of non-delivery of material/non-completion of installation within the stipulated delivery period or breach of any of the clauses mentioned herein. Consequential losses, if any, on account of our getting installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you.

15. Sub-contract:

In the event of awarding sub-contract to any party/parties by you for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, you must furnish us details about your sub-contract also prima facie responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the subcontractors.

16. Force Majeure:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state at Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

17. Arbitration:

In the event of any dispute in the interpretation of the terms of this agreement/purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole



