

REQUEST FOR PROPOSAL

**‘Supply, Delivery, Installation & Commissioning of
DG set’ for Power Supply to Model Ginning Unit
cum Training Centre**

Including

**Operationalization of 6 DR Gin Plant including
Automation, Fire Fighting and Baling Press on
Turnkey Basis in Benin under the**

**Cotton Technical Assistance Programme for
Africa**

RFP/2017/01



IL&FS Cluster Development Initiative Limited
2nd Floor, NTBCL Building, Toll Plaza, DND Flyway,
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SECTION 1. LETTER OF INVITATION

New Delhi, India
12th July 2017

Request for Proposal: Supply, Delivery, Installation & Commissioning of DG set' for Power Supply to Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin

Dear Mr./Ms.: All Interested Firms

Government of India is implementing a Cotton Technical Assistance Programme for Africa (Cotton TAP) being implemented under 2nd India Africa Forum Summit. IL&FS Cluster Development Initiative Limited (IL&FS Clusters) has been engaged by the Government as the Programme Management Agency for assisting in the implementation of the Cotton TAP.

Under the programme, IL&FS Clusters has received funds from the Government of India towards 'Setting up of Regional Knowledge Cluster cum Training Centre on Post Harvest & Ginning Technology' in Benin. Part of these funds will be utilized towards **'Supply, Delivery, Installation & Commissioning of DG set' for Power Supply to the Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin** under the contract which shall be issued from this invitation for bids.

Sealed technical & financial proposals are now invited from eligible bidders for **Supply, Delivery, Installation & Commissioning of DG set' for Power Supply to Model Ginning Unit cum Training Centre including Operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin**

Interested Bidders to submit their proposals as per the instructions and guidelines provided in this request for proposal addressed to **Dr Milan Sharma, Project Coordinator (Cotton TAP), IL&FS Cluster Development Initiative Limited, 2nd Floor, NTBCL Building, Toll Plaza, DND Flyway, Noida 201 301 Uttar Pradesh (INDIA)**. The last date for submitting the Proposals is **July 31st, 2017**

Should any further clarifications or details be needed (pre bid queries), interested bidders shall communicate in writing to the undersigned **within 7 days** of publication of the tender.

Dr. Milan Sharma
Project Coordinator (Cotton TAP)
Email: milan.sharma@iflindia.com

SECTION 2. INSTRUCTIONS TO BIDDERS

1. Background

- 1.1** A Cotton Technical Assistance Programme (Cotton TAP) is being implemented in selected African countries. The programme is supported by Ministry of External Affairs (MEA) and Department of Commerce (DoC), Ministry of Commerce and Industry, Government of India. IL&FS Clusters Development Initiative Limited (IL&FS Clusters) is the Programme Management Agency (PMA) for assisting in the implementation of the programme which is aimed at capacity building & technology transfer having definite output. The various activities proposed under the programme are being implemented through technical partner Institutions
- 1.2** Under the programme, a ‘**Model Ginning Unit cum Training Centre**’ has been set up in Benin aimed to create a knowledge facility for the use by professionals both from Government and private sector in the region in order to promote technology led interventions in cotton post harvest and value addition to residue. A DG set needs to be installed to operationalise the unit
- 1.3** It is in this context that the proposal has been invited to **Supply, Delivery, Installation & Commissioning of DG set’ for Power Supply to the Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin.**

2. Scope of Work

- 2.1** The scope of work includes the **Supply, Delivery, Installation & Commissioning of DG set’ for Power Supply to the Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin** as per the requirement.
- 2.2** The required specification& quantities of machinery & equipment are as follows:

A: Power supply to Regional Knowledge Cluster cum Training Centre on Post Harvest & Ginning Technology Established in Benin by Government of India

S. No.	Items	Qty.
1	DG SET Required Specifications: <ul style="list-style-type: none">• Silent DG Set with acoustic enclosures with noise level less than 75 db.• Radiator cooled 400 BHP turbo charged diesel engines at 1500	1 No.

	<p>rpm complete with standard accessories.</p> <ul style="list-style-type: none"> • Built in fuel tank, capacity: minimum 450 litres. • Coupled with the suitable International standard alternator rated at 320 kVA at 380volts. • Mounted on channel iron base frame complete over the anti-vibrating pads. • Standard manual control panel and uncharged requisite battery. • Exhaust piping arrangement outside DG shed. 	
2	<p>PCC PANEL WITH 1000 AMP CIRCUIT BREAKER</p> <p>Required Specifications:</p> <ul style="list-style-type: none"> • Operating facility of DG set & Grid with safety Interlock and able to operate entire plant either on DG set or grid by manual changeover. • Incomer capacity of 4 pole 1000 amp for controlling operations of feeders like 'ginning, bale press, utility and lighting independently. • Digital metering of current, voltage and energy meters along with suitable CT with electrolyte copper bus bar. • All wires are 1.1 kV grade with colour identification. • All ferruling through electronic machine. • Copper insulated lugs. 	1 Set
3	<p>CABLES AND ACCESSORIES FROM PCC TO MCC PANEL</p> <p>Required Specifications:</p> <ul style="list-style-type: none"> • Armoured, 1.1 kV Grade Copper Cables for all lines. • Double compression cable glands for all lines. • Copper type cable terminals for all lines. • Maintenance free earthing panels with 3 m length. • Long earthing rods including conductive solution. 	1 Set
4	<p>DG & PCC SHED INCLUDING FOUNDATION WORK</p> <p>Required Specifications:</p> <ul style="list-style-type: none"> • Foundations of DG Set & Panels as per manufacturers' drawing. • Construction of PCC foundation for DG Engine, Length, width, height 5.5 x 2 x 0.2 m. • Covered DG Shed open from all side, Length and Width: 8x4 m. • Suitable design of all Shed Structure for Wind Speed 158.5 km/h, Dead Load Stress on Roof, 0.10 kN/m² and Live Load Stress on Frame/Column, 0.57kN/m². • Clear height of 5 m at centre and 3 m at ends. • Flooring of inside and 1 m outside DG set Shed (Area 10x6 m) • Branded 0.50 mm thick Colour Coated Galvalume Sheets for shed roof Arrangement of Overhead Lighting Fixtures of 250 luminous intensity. 	1 Set
5	<p>ERECTION & COMMISSIONING</p> <ul style="list-style-type: none"> • Erection & commissioning of DG set, PCC Panel, Exhaust 	1 Job

	Piping, Cabling from DG set to PCC Panel and PCC Panel to MCC Panel <ul style="list-style-type: none"> • Earthing pits and its termination to the DG set • Arrangement of fuel for commissioning of the DG set 	
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B: Operationalisation of Regional Knowledge Cluster cum Training Centre on Post Harvest & Ginning Technology Established in Benin by Government of India

S. No.	Items	Qty.
1	Arrangement of Fuel for Test Run of 6 Double Roller(DR) Modern Ginning and Pressing Plant Including Automation, Fire fighting System, Lighting and Baling Press for 8 Hours.	1 Job
2	Overhauling, Greasing and Maintenance of Entire Machinery, Equipment, Electricals of 6 DR Modern Ginning and Pressing Plant For	1 Job
3	Repairing of Cables, Panels etc. caused by Rusting and Rodent Attack	1 Job
4	Test Run of Operations of Entire 6 DR Modern Ginning and Pressing Plant Machinery and Equipment including Automation, Fire fighting System, Lighting and Baling Press for 8 Hours.	1 Job

2.3 Bidders shall be responsible for **turn-key delivery** of the assignment of Supply, Delivery, Installation & Commissioning of DG set' for Power Supply to the Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin.

2.4 Bidders shall prepare and submit a detailed design and layout of civil foundation, shed, equipment, mechanical & electrical layout, etc.

2.5 Bidders shall be responsible for turn-key delivery of the assignment. The scope of work of bidder shall include co-ordination of all supplies, transportation, loading/unloading & machinery required for the purpose, obtaining insurance, visas, necessary work permits, required clearances, flooring and civil structure including foundation, mounting for machinery, requisite covers for pits and trenches (if any), wire coverings, electrical panels, labour for erection, civil and trial work, arrangement of all sundry materials, tools and tackles, medical facilities for workers, accidental insurance for local staff etc. leading up to erection and commissioning. The scope of the Client shall be limited to pre & post-installation - inspection, verification, compliance & supervision of the machinery & equipment. The Client shall also inspect and supervise the commissioning & trial run of the facility. IL&FS Clusters, CIRCOT & Nodal Coordinating Agency in Benin shall render the necessary support and assistance.

- 2.6 Necessary support and assistance shall be rendered to the selected bidder for **custom related exemptions and clearances**, obtaining necessary licences under applicable acts, certificates & clearance from relevant authorities/ board for water & power connections, environmental clearance etc.

3. Site of Delivery

- 3.1 The site of installation of required equipment is Cotton Research Station in Bohicon (Benin).
- 3.2 Based on the network of operations & capabilities, the interested eligible bidders to submit their proposals for delivery of required equipments up to the work site at Bohicon in Benin. The Bidders should carefully draft their technical & financial proposals in accordance.

4. Qualification Criteria

The Bidder must fulfil the following eligibility conditions:

- 4.1 Bidder must be a reputed manufacturing firm of DG set/ authorized suppliers/exporters/ firms with similar experience in past with an average turnover of INR 10 Crores in the past three years, in case of Indian firms, and USD 2 Million for firms in Benin
- 4.2 Bidder's Firm should have at least 5 years' experience in reputed service in manufacturing and/or supply of DG set and operationalization of modern Double Roller (DR) ginning plant.
- 4.3 At least 5 year of experience in Supply, Delivery, Installation & Commissioning of DG set including operationalization modern DR ginning facility in African countries. Bidders with prior experience of undertaking similar activity particularly in West African countries and specifically in Benin would be preferred. Bidders to provide references (contact details, customer completion certificate / customer satisfaction certificate etc) for some of the recent projects/supplies made to countries in Africa.
- 4.4 Bidding firms should have ability to organise supply of spare parts & necessary after sale services.
- 4.5 The Bidder must have PAN Number /tax identification number (TIN) and should have all the necessary registrations under GST, VAT, CST, Service Tax, Sales Tax / Excise Duty, IEC number etc. (if applicable) etc. (Enclose the documents)
- 4.6 The technical bid shall be accompanied by an amount of Rs.1,00,000/- (Rupees One Lakhs) (For Indian Firms) or USD 2000 (USD Two Thousand) (For Benin Firms) in form of a Demand Draft drawn in favour of **IL&FS Cluster Development Initiative Limited** payable at New Delhi as Earnest Money Deposit (EMD).

- 4.7 Bidders should be capable of ensuring timely and safe delivery & installation of the required equipment at proposed site in Benin.

5. Mode of Bid Submission

- 5.1 All the proposals will have to be submitted in hard bound form with all pages numbered. It should also have an index giving page wise information of above documents.
- 5.2 The Proposals (each page) must be duly signed by authorised signatory of the Bidder. Any/all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory. The authorization shall be communicated through a document evidencing such authorization issued by the concerned official of the firm, or a Power of Attorney, accompanying the Proposal.
- 5.3 The Bidder shall submit the **original and one copy** of the Technical proposal and the **original and one copy** of the financial proposals. Proposals must be submitted not later than **July 31st, 2017** to the following address:

Dr Milan Sharma

Project Coordinator (Cotton TAP)

IL&FS Cluster Development Initiative Limited

2nd Floor, NTBCL Building

Toll Plaza, DND Flyway

Noida 201 301 Uttar Pradesh.

E-mail: milan.sharma@ilfsindia.com

- 5.4 The Technical proposal shall be placed in a sealed envelope marked “**Technical Proposal – Envelope A**”. In the technical proposal, there should not be any indication about the prices of any of the products offered. Financial proposal shall be placed in a sealed envelope clearly marked “**Financial Proposal- Envelope B**”. The two envelopes containing the technical and financial proposals shall be placed & sealed into an outer envelope super scribed ‘**Supply, Delivery, Installation & Commissioning of DG set’ for Power Supply to the Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin**’. This outer envelope shall bear the submission address. IL&FS Clusters will not be responsible for misplacement, loss, and delay during transit of the bid documents.
- 5.5 Proposals shall be sent through registered post or professional courier service so as to reach the above address on or before the due date. Alternatively, the proposals can also be submitted in person by the authorized representative of Bidder.
- 5.6 The Bidders shall structure the proposals in the format as prescribed.

- 5.7 Should any further clarifications or details be needed, the interested bidders shall communicate in writing to the focal person of IL&FS Clusters **within 7 days** of publication of the tender. The bidder should send the queries / clarifications through official e-mail IDs only in the format as prescribed ([Annexure 6](#))
- 5.8 Proposals received after due date or unsealed or unsigned or incomplete shall not be accepted

6. Earnest Money Deposit

- 6.1 The technical bid shall be accompanied by an amount of Rs.1,00,000/- (Rupees One Lakhs) (For Indian Firms) or USD 2000 (USD Two Thousand) (For Benin Firms) in form of a Demand Draft drawn in favour of **IL&FS Cluster Development Initiative Limited** payable at New Delhi as Earnest Money Deposit (EMD).
- 6.2 The EMD of the successful bidder shall be retained by IL&FS Clusters as a performance security till the completion of the assignment. The EMD of the unsuccessful bids shall be refunded.
- 6.3 If the successful Bidder fail to act according to the tender conditions or backs out after the tender has been accepted, the EMD will be forfeited.

7. Technical Proposal

The technical proposal should comprise of following:

- 7.1 Proposal Submission Form/ Statement of Declaration duly filled, signed and complete in all respects ([Annexure 1](#)).
- 7.2 Bidder Information Form duly filled, signed and complete in all respects ([Annexure 2](#)) establishing the eligibility and qualifications of the Bidder.
- 7.3 Credentials of the Bidder to be provided in accordance with [Annexure 3 – Performa I](#) and to include:
- a) Details of bidder experience in supply of machinery items as per technical specifications and in required quantity.
 - b) Annual turnover statement for last three years should be submitted
 - c) Experience of working in African countries. Provide references (contact details, customer completion certificate / customer satisfaction certificate etc) for some of the recent projects/supplies made to countries in Africa.
 - d) Proposed delivery plan, timeline for execution of project, provision for replacement of goods damaged in transit and the procedure for meeting warranty obligation will also assessed and should be detailed in the technical proposal

- 7.4 Details of items for which the bidder has quoted along with standard and other accessories offered in the format given in [Annexure 3 – Performa II](#). **Bidders shall submit the illustrated pamphlets/ brochures containing all the technical details, specification of the tendered items.** Specifications such as make and other distinguishing marks with respect to the standard/quality of the item(s) wherever necessary should be indicated in the proposal.
- 7.5 Particulars of Demand Draft for EMD ([Annexure 3 – Performa III](#)).
- 7.6 Duly attested copy of PAN, general as well as central/ state sales Tax Registration Certificates/ VAT Registration Certificate/ GST Certificate, any other relevant certificates
- 7.7 Copy of authorization certificate (or a Power of Attorney) of the authorized signatory.
- 7.8 An undertaking regarding warranty/guarantee/free service being offered by the Bidder. ([Annexure 5](#))
- 7.9 All documents shall be enclosed in a cover superscribed as ‘**Technical Bid - Envelope A**’.

8. Financial Proposal

Financial Proposal should comprise of following

- 8.1 Financial Proposal Submission Form duly filled, signed and complete in all respects ([Annexure 4 – Performa I](#)).
- 8.2 The financial proposal should be quoted in Indian Rupees (INR) for FOB/CIF/DDU for Supply, Delivery, Installation & Commissioning of DG set’ for Power Supply to the Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin.**
- 8.3 The required machinery & equipments are to be supplied and installed at proposed site in Bohicon in Benin. The Bidder shall carefully split the financial proposal in accordance to include all charges including basic price, applicable taxes and duties, packing and forwarding charges including estimated loading/unloading, insurance, installation & commissioning charges etc. (against each item as applicable).
- 8.4 The rate quoted shall be inclusive of rate of all accessories specified (if any) in [Annexure 3 – Performa II](#) and that no separate rate should be quoted for such accessories.
- 8.5 Discount, if any, should be merged with the quoted price ([Annexure 4– Performa II](#)).
- 8.6 The bidder shall quote for all the required items for full quantities of items quoted for.

8.7 The rates quoted should be firm and not be subjected to any price variation clause.

8.8 Financial Proposal to be enclosed in a separate cover super scribed as **‘Financial Proposal - Envelope B’**.

9. Packing & Forwarding

9.1 The packing of each machine shall be international standard (sea/air worthy) to avoid transit damages. Bidder’s to provision for replacement of goods damaged in transit at own cost.

9.2 Packaging list must contain item wise contents of each package etc.

10. Warranty/Guarantee:

10.1 The bidder must include comprehensive warranty/guarantee against workmanship, materials used, design and performance for a period of 2 years from the date of completion of satisfactory installation.

10.2 Support methodology must be given in the technical proposal for rendering the required services in Benin.

11. After-sale service:

11.1 Interested Bidders to ensure and undertake to provide the satisfactory after-sales-service in the host African country.

11.2 The Bidders shall ensure to offer a complete detailed package on back up support, prompt commissioning, after-sales-service including workshop backup, timely supply of spares, timely repair of equipments, training of technicians on use of equipments & machinery etc.

11.3 Bidders shall submit rate of AMC for 5 years after expiry of two years’ warranty period. Rate of AMC should not be more than 10% (Ten percent) of the total cost of machines. The payment of AMC will be made on bill basis after submission of satisfactory service report duly signed by the in-charge of Regional Knowledge Cluster in Benin.

11.4 The Bidders may enter into third party agreement with international/local companies operating in Benin &/or West Africa for rendering the after-sale service. (Documentary proof to be provided).

12. Bid Validity:

12.1 The quotation should be kept valid for a minimum period of six months from the last date of the bid submission as prescribed in the tender document.

13. Bid Proposal Forms:

- 13.1 Wherever prescribed in the Bid document, the Bidder shall use the form templates to provide relevant information.
- 13.2 If the form does not provide space for any required information & or additional information, space at the end of the form or additional sheets shall be attached and used to convey the required information.
- 13.3 IL&FS Clusters shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

14. Substitution, Modification & Withdrawal of the Bid Proposal:

- 14.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP.
- 14.2 Bidder shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP.
- 14.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

15. Evaluation:

An evaluation committee constituted by IL&FS Clusters & CIRCOT (ICAR), Mumbai will evaluate the proposals.

- 15.1 Evaluation Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 15.2 The Committee may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 15.3 As pre-qualification criteria, the documents will be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in the various sections of this RFP will be rejected and not included for further consideration.
- 15.4 A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP.

15.5 Quoting merely the lowest price does not confer any right to any bidder for award of supply order. The Evaluation Committee reserves the right to select any bid under the grounds of specification compliance, usage suitability, design, economic suitability, workmanship, brand value, proven track record and reputation in supplies to Government organizations, quality certification from national or international agencies and after sales service facilities & other factors.

15.6 The Technical Proposals shall be evaluated on scale of 100 and the maximum weightage of each criterion would be as follows:

S No.	Parameters	Score
1.	Experience & references in similar projects	25
2.	Technical Proposal, Specifications, Quality & Brand of Machinery & Equipment	25
3.	Financial strength	10
4.	Operations/Representation in Africa & Partnerships	10
5.	Bidder's proposal on project execution plan/ work plan matrix (timelines/schedule for delivery, installation, testing and commissioning of facility)	20
6.	Technical backstopping /After sale service	10

15.7 Additional terms and conditions may be incorporated in purchase order, if needed, to safe guard the interest of overall programme implementation.

15.8 Agencies scoring less than 70% marks in the technical evaluation will not be considered eligible for financial evaluation.

15.9 Selection shall be based on Combined Techno - Financial evaluation of the proposal in the ratio of 80% (Technical) and 20% (Financial).

16. Nonconformities, Reparable Errors and Omissions

Provided that the Proposal is substantially responsive, the arithmetical errors shall be corrected as follows:

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

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

If the Bidder does not accept the correction of errors made by Tenderer, its Proposal shall be rejected.

17. Payment Terms:

- 17.1 40% mobilisation advance payment shall be made with order against acceptable bank guarantee to be furnished by the successful bidder.
- 17.2 40% amount shall be paid against submission of shipment documents i.e. bill of lading and invoices.
- 17.3 Balance 20% shall be payable after 30 days of satisfactory installation, commissioning, acceptance of the equipments at site and trial run of the facility on submission of performance bank guarantee of 10% amount by the bidder for one year tenure from the date of successful installation and trial.
- 17.4 No payment will be made for goods rejected on testing.

18. Insurance

- 18.1 The equipment and services supplied under the contract shall be fully insured by the Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation.
- 18.2 The period of insurance shall be up to the date the supplies are accepted, installed and commissioned.

19. Delivery Terms

- 19.1 The supplier is required under the contract to deliver the goods at work site. Transport of the Goods to the destination shall be arranged and paid for by the bidder and the cost thereof shall be included in the contract price.
- 19.2 The supplier shall ensure that he himself or his authorized representative is available for proper handing over the supplies/consignments.
- 19.3 Successful Bidder shall ensure timely delivery as would be stipulated in the purchase order.

20. Penalty:

- 20.1 In the event of failure of the successful Bidder to make the supply of the items ordered within the stipulated time, without prejudice to other remedies under the

contract a penalty equivalent to 0.5% of the value of delayed goods will be levied per week with a maximum of 5% of the contract value. However, relaxations would be entertained only in special circumstances.

21. Performance Guarantee

21.1 Successful Bidder shall be required to deposit 10% of the value of contract to Tenderer/Purchaser as performance security in form of Bank Guarantee at the time of signing of contract and would to be maintained till the end of the project period.

22. Jurisdiction for Legal Proceeding:

22.1 IL&FS Clusters and the selected bidder shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, IL&FS Clusters and the selected Bidder are unable to amicably resolve dispute, the dispute may be resolved by arbitration. Both the parties shall mutually appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator who will act as the presiding arbitrator and any decision; determination or award of the Presiding Arbitrator shall be binding on the parties. Each party shall bear its own cost of the Arbitration and the venue of arbitration shall be at New Delhi.

22.2 All notices must be given in writing.

23. Force Majeure:

23.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the IL&FS Clusters, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the IL&FS Clusters of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the IL&FS Clusters shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

23.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the IL&FS Clusters shall have the right to suspend or terminate this Contract.

23.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

24. Termination of Contract:

- 24.1 IL&FS Clusters may by written notice of suspension to the selected bidder, suspend all payments to selected bidder here under (except in relation to those Services, which have been performed) if selected bidder fails to perform any of their obligations , including carrying out the Services, provided that such notice of the Suspension (i) shall specify the nature of the failure and (ii) shall request selected bidder to remedy such failure within a period not exceeding thirty (30) days or such other extended time as may be mutually agreed upon, after the receipt by selected bidder of such notice of suspension
- 24.2 In event of contract terminated for default, the contract price payable by the IL&FS Clusters to the selected bidder shall be the contract value of the works provided and executed under the contract up to the actual time of termination.

25. Tenderer Reserves the Following Rights:

- To accept any bid and to reject any or all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons or grounds for Tenderer's / Purchaser's action
- To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the overall programme without assigning any reasons thereof.
- To include any other items in the Scope of Work during the course of activity implementation for which the bid has been invited.

26. Rejection of Proposal:

The application will be summarily rejected if:

- It is not received in proper sealed cover with superscription as indicated above.
- It is not in prescribed form and not containing all required details/ information/ documents.
- It is not properly signed.
- It is received after the due date and time.
- Bid received without EMD.

27. Last date for submission of bids:

27.1 The last date for submitting the Proposals is July 31st, 2017

Annexure 1

Proposal Submission Form/ Statement of Declaration

[insert: Location]

[insert: Date]

To: [insert: Name and Address of IL&FS Cluster Focal Point]

Reference: Tender Number Dated

Dear Sir/Madam,

We, the undersigned, hereby offer to provide professional services for **Supply, Delivery, Installation & Commissioning of DG set' for Power Supply to Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin** in accordance with your Request for Proposal [insert RFP No.] dated.....[insert: Date] and our Proposal.

We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) We are reputed registered manufacturers of DG set/ authorized suppliers/exporters/ firms with similar experience for undertaking mentioned scope of work in the proposal.
- b) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern. We have never been blacklisted by any state Government/Central Government or any State/Central PSU.
- d) We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached financial bid.

We have carefully read and understood the terms and conditions of the tender and the conditions of the tender. We do hereby undertake to provision as per these terms and conditions.

We agree to abide by this Proposal for..... *[insert: period of validity as proposed]* and that we shall remain bound by a communication of acceptance within that time.

Enclosed along with the Technical Proposal is an Earnest Money Deposit (EMD) in form of demand draft (DD No.....) issued by..... for an amount of USD/ Rs..... (.....in words) drawn in favour of..... payable at.....

We fully understand and recognize that IL&FS Clusters is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that IL&FS Clusters will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature:

Name and Designation of Signatory:

Name of Firm:

Contact Details:.....

.....

.....

Enclosure:

1.....

2.....

.....

[Please mark this letter with your corporate seal]

Annexure 2

Bidder Information Form

[insert: Date]

S. No.	Particulars	Details
1.	Name of Firm	
2.	Registered Office Address Telephone Number Fax Number E-mail	
3.	Correspondence Address/Mailing Address	
4.	Details of Contact Person (Name, Designation, Address etc.) Telephone Number Fax Number E-mail	
5.	Is the firm a registered company? (If yes, submit documentary proof.) Year & Place of Establishment of the Company	
6.	Former name of the Company, if any.	
7.	Year of Commencement of Business	
8.	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9.	Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit valid service tax registration	

	certificate.	
10.	Line of Business (Manufacturer, Dealer, Distributor, Supplier, Exporter, Other (specify))	
11.	Is the Firm Registered/empanelled/ has technical collaboration with any Government/ Department//Public Sector Undertaking (if yes, give details)	
12.	List the major clients with whom the firm has been/ is currently associated	
13.	Brief description of litigation history (disputes, arbitration, claims, matters in appeal & in court and any pending litigation against the bidder etc.), indicating current status and outcomes, if already resolved. If nil, an undertaking from the bidder mentioning the same.	
14.	Has the bidding firm ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking/ Central Purchasing Organization? (Give details)	

15.	Has the firm in any capacity not completed any work awarded? (If so, give the name of project and reason for not completing the work)	
16.	Penalties imposed on the firm for delay of project, if any. Please give details.	
17.	Does the firm have any experience of providing Goods & Services outside India, particularly African Countries & specifically in Benin? Provide details	
18.	Does the Firm intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	

Authorized Signature:

Name and Designation of Signatory:

Name of Firm:

Contact Details:.....

.....

Please mark this letter with your corporate seal]

Annexure 3

Performa I – Technical Proposal Form

This section should fully explain Bidder resources for the performance of this assignment indicating their ability to perform the service.

Brief Description of Proposer as an Entity: Provide a brief description of the firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, technical & managerial capability of the firm, range of products and services, technical collaborations (if any), country (ies) of operations, type of major clients, quality ratings, certification etc.

Financial Capacity: Provide the latest financial information summary.

S. NO	Financial Information Summary (in INR)		
	Year 20XX	Year 20XX	Year 20XX
Turnover			

Latest Audited Financial Statement, credit rating/ industry rating (if any) may also be provided in addition to above information etc.

Firm Experience: Provide the following information regarding corporate experience within the last few years **which are related or relevant to those required for this Bid.**

Name of Client	Description of Service Provided	Period of activity	Contract Value	Status (Completed/ In process/ Delayed)	References Contact Details (Name/Address/ Phone, Email)

Experience of working in African countries to be included and highlighted separately. Certification of Satisfactory completion of work/delivery of required goods & services from clients to be included, available if any.

Partnerships: Explain any partnerships/subcontracting with local, international or other organizations that are planned for delivery of required goods & service. Work contracted rationale, profile & competence of such firm, letters of commitment etc to be enclosed.

Approach to the Service/ Work: Provide a **detailed description of the services being offered** in line with the scope of work of the project, keeping in mind the appropriateness to local conditions and project environment. The Bidder shall propose a **delivery plan, timeline for execution of project, provision for replacement of goods damaged in transit and the procedure for meeting warranty obligation and comprehensive annual maintenance contract** thereafter.

Other: Include any other comments or information regarding the project approach and methodology that will be adopted.

Annexure 3 (contd...)

Performa II – Technical Proposal for Supply, Delivery, Installation & Commissioning of DG set’ for Power Supply to Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin.

A: Power supply to Model Ginning Unit cum Training Centre on Post Harvest & Ginning Technology Established in Benin by Government of India

Machinery & Equipments With Required Specifications	Qty	Whether The Bidder Has Quoted For The Item (Yes / No)	Whether Brochures / Catalogue Attached (Yes / No)	Technical Specifications & Special Features Offered by the Bidder (if any)

B: Operationalisation of Model Ginning Unit cum Training Centre on Post Harvest & Ginning Technology Established in Benin by Government of India

Machinery & Equipments/ Service With Required Specifications	Qty	Whether The Bidder Has Quoted For The Item (Yes / No)	Whether Brochures / Catalogue Attached (Yes / No)	Technical Specifications & Special Features/ Methodology offered by the Bidder (if any)

[To be signed & marked with your corporate seal on each page]

Annexure 3 (contd...)

Performa III – Earnest Money Deposit Payment Particulars

[insert: Location]

[insert: Date]

[insert RFP Title]

I. Number of Demand Drafts enclosed:

II. Demand Draft particulars:

S. No.	Purpose	Amount in Rs.	D.D. No.	Date	Name of the bank branch
1.	EMD- DG Set & operationalization of ginning facility				

Authorized Signature:

Name and Designation of Signatory:

Name of Firm:

Contact Details:.....

.....

.....

[Please mark this letter with your corporate seal]

Annexure 4

Performa I – Financial Proposal Form

[insert: Location]

[insert: Date]

To: [insert: Name and Address of IL&FS Cluster Focal Point]

Reference: Tender Number Dated

Dear Sir/Madam,

We, the undersigned, agree, subject to acceptance of this tender by IL&FS Clusters to the supply, deliver, install and commission the required ginning plant & machinery quoted for, in accordance with the terms and conditions of contract stated in the tender document and as per specifications, rates and prices specified in our Financial proposal.

Our attached financial proposal is for an amount of Rs.....
(.....in words). The rates quoted are for **Supply, Delivery, Installation & Commissioning of DG set' for Power Supply to Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin.**

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Designation of Signatory:

Name of Firm:

Contact Details:.....
.....

[Please mark this letter with your corporate seal]

Annexure 4 (contd...)

Performa II – Financial Proposal for Supply, Delivery, Installation & Commissioning of DG set’ for Power Supply to Model Ginning Unit cum Training Centre including operationalization of 6 DR Gin Plant including Automation, Fire Fighting and Baling Press on Turnkey Basis in Benin.

A: Power supply to Model Ginning Unit cum Training Centre on Post Harvest & Ginning Technology Established in Benin by Government of India

Machinery & Ancillary Equipments With Required Specifications	Qty	Price Quotation Details (INR/USD)	Unit Price (INR/USD)	Total Price (INR/ USD)
Other Charges (discounts, taxes, insurance, installation etc.)				
GRAND TOTAL (in Nos.)				
GRAND TOTAL (in Words):				

B: Operationalisation of Model Ginning Unit cum Training Centre on Post Harvest & Ginning Technology Established in Benin by Government of India

Machinery & Ancillary Equipments/ Services With Required Specifications	Qty	Price Quotation Details (INR/USD)	Unit Price (INR/USD)	Total Price (INR/ USD)
Other Charges (discounts, taxes, insurance, installation etc.)				
GRAND TOTAL (in Nos.)				
GRAND TOTAL (in Words):				

[To be signed & marked with your corporate seal on each page]

Annexure 5

Warranty/Guarantee Certificate

[insert: Location]

[insert: Date]

To: [insert: Name and Address of IL&FS Cluster Focal Point]

Reference: Tender Number Dated

Dear Sir/Madam,

We, the undersigned, hereby undertake to furnish.....year (s) warranty-guarantee and.....
.....maintenance service from the date of installation.

Authorized Signature:

Name and Designation of Signatory:

Name of Firm:

Contact Details:.....
.....
.....

[Please mark this letter with your corporate seal]

Annexure 6

Template for Queries/ Clarifications

[insert: Location]

[insert: Date]

[insert RFP Title]

Name of the Bidder:.....
Address:.....
Telephone No.:.....
Fax No:.....
Mobile No:.....
Email ID:.....

S. No:	Particulars of the Query / Clarification	Clause No./ Section No.	Corresponding page no in the RFP Document	Remarks
1.				
2.				
3.				

Authorized Signature:

Name and Designation of Signatory:

Name of Firm:

Contact Details:.....

.....

.....

[Please mark this letter with your corporate seal, if available]

(If the queries / clarifications are submitted in writing through e-mail, the bidder should send the queries / clarifications through official e-mail IDs only.)