

BID DOCUMENT

Tender for Appointment of Research Institute for R&D work in Guar Gum Development and its Product Development including Guar Gum Derivatization

Tender No. : 1/SHEFEXIL/Guar Gum /2017-18



(SHEFEXIL)

Shellac & Forest Products Export Promotion Council

Formerly known as Shellac Export Promotion

Council

(Sponsored by Ministry of Commerce & Industry,

Government of India)

DISCLAIMER

The information contained in this Bid Document (hereinafter referred to as the “**Bid Document**” or the “**Tender Document**”) is provided to the bidders on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation to offer by SHEFEXIL to any party other than applicants qualified to submit bids in terms of this Bid Document (hereinafter referred to as the “**Bidders**”). The purpose of this Bid Document is to provide interested Bidders with information that may be useful to them in submitting their bids pursuant to this Bid Document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability will be accepted by SHEFEXIL or any of its directors, employees, advisors and agents as to or in relation to the accuracy or completeness of this Bid Document and any liability therefor is hereby expressly disclaimed. The information contained in this Bid Document is selective and does not purport to contain all the information that a Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements and information contained in this Bid Document and wherever necessary, obtain independent advice. SHEFEXIL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations relating to the accuracy, reliability or completeness of the Bid Document.

SHEFEXIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or arising in any way from participation in this bid.

SHEFEXIL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information or statements contained in this Bid Document. SHEFEXIL does not undertake to provide any Bidder with access to any additional information or to update the information in the Bid Document or to correct the inaccuracies

therein, which may become apparent. SHEFEXIL reserves the right to change, modify, add or alter any or all the provisions of this Bid Document and/ or the bidding process, without assigning any reasons whatsoever. SHEFEXIL may, in its absolute discretion, annul, suspend or withdraw this Bid Document without being liable or under any obligation to any person including the Bidders.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to expenses associated with any demonstrations or presentations which may be required by SHEFEXIL or any other costs incurred in connection with or relating to submission of its bid. All such costs and expenses will remain the sole and exclusive liability of the Bidder and SHEFEXIL shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by the bidder in submission of the bid, regardless of the outcome of the bidding process.

NOTICE INVITING TENDER

Office of Issue : Shellac & Forest Products Export Promotion Council, Kolkata
 (“SHEFEXIL”).

Tender no :SHEFEXIL/Guar Gum/2017-18

Tender Document : Details as given below

Due date/Time of receipt : 5th December, 2017 by 18.00 Hrs.

Opening Date/Time : 8th December, 2017 at 10.30 am.

Sealed tenders in two parts are invited on behalf of SHEFEXIL for engagement of a Research Institute for R&D work in Guar Gum development and its product development including Guar Gum Derivatization.

Eligibility of Bidder:

Indian Research Institutes who are eligible to carry out the entire Scope of Work specified in Section II of the Bid Document, and who fulfil the other eligibility criteria contained in the Bid Document, are eligible to participate in this tender.

Bid Security (EMD) of Rs 10, 000/- (Rupees Ten Thousand only) in the form of demand draft in favour of “Shellac and Forest Products Export Promotion Council”, Kolkata shall be submitted by the Bidders.

Intending Bidders may obtain copy of the tender document by downloading the same from www.shellacepc.com. Completed tenders together with Bid Security of Rs 10, 000/- (Rupees Ten Thousand only) should reach the Chairman, SHEFEXIL, Vanijya Bhavan, International Trade Facilitation Centre, 1/1 Wood Street, 2nd Floor, Kolkata – 700016 by 18.00 hrs. on 5th December, 2017.

Chairman,
SHEFEXIL, Kolkata

SECTION I

INSTRUCTIONS TO BIDDERS

1. The Bidding Process

- 1.1 The Bidder who is qualified as per this Bid Document and whose bid is found to be otherwise satisfactory, acceptable and sufficient by SHEFEXIL and who submits the lowest financial bid shall be declared the selected bidder (hereinafter referred to as the “**Selected Bidder**”).
- 1.2 This Bid Document may be downloaded from the website www.shellacepc.com of SHEFEXIL or shall be available from 6th November, 2017. The Bid Document will be available from 6th November, 2017 till 5th December, 2017.
- 1.3 All interested Bidders who wish to participate in the bid and who fulfil all eligibility conditions in this Bid Document shall submit their bid in terms of this Bid Document along with the Bid Security of Rs. 10, 000/- (Rupees Ten Thousand only) by way of a Demand Draft drawn in favour of “SHEFEXIL, Kolkata” payable at Kolkata. The Bid Security shall be non-refundable.
- 1.4 The Bid shall be a two stage process. The Financial Bids of the Bidders whose Technical Bids have been found to be responsive shall be opened in terms of this Bid Document.
- 1.5 Each Bidder is eligible to submit only one Bid. Multiple bids submitted by a Bidder are liable to be rejected.
- 1.6 Any entity which has been barred by any Central and/or State Government agency to bid or has been blacklisted shall not be eligible to submit its bid.
- 1.7 Any bid with a condition attached to it shall be liable for rejection.
- 1.8 The Bid Document with all its annexures, schedules and appendices shall always remain the property of SHEFEXIL.
- 1.9 A Bidder shall not have a conflict of interest which would affect the bidding process. Any bidder having a conflict of interest shall be disqualified.

2. **Eligible Bidders**

2.1 A Bidder shall be eligible to participate in this bid if it is an Indian Research Institute meeting the following eligibility criteria:

- (i) The Bidder should be the owner of an Institute having necessary resources for carrying out the entire Scope of Work specified in Section II of this Bid Document. The Bidder shall under no circumstances outsource or assign the work herein;
- (ii) The Bidder should have separate departments dedicated to the study of Pharmacy, Polymer Technology, Surface Coating (Paints) Technology, Textile Technology, Technology related to study of dyes and intermediates.
- (iii) The Bidder should have a minimum of 10 years experience in undertaking chemical analysis and studies relating to pharmacy, polymer technology, surface coating and paints, textiles and dyes. Preference shall be given to those Bidders who have separate departments under its roof dedicated to research on the various forms of technology;
- (iv) The Bidder should have requisite manpower. The Bidder should have at least two (2) experienced and dedicated research associates, three (3) dedicated experienced and dedicated junior research fellows and two (2) supporting technical staff in its team.
- (v) The Bidder should have access and availability of the required chemicals and dyes for undertaking the Scope of Work herein; and
- (vi) Any Bidder involved in the Guar Gum based industry directly or indirectly through associate company, holding company, subsidiary company or group company or any combination thereof shall not be eligible.

Explanation :-

- (i) “associate company” in relation to another company means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.
- (ii) “significant influence” means control of at least twenty percent of total share capital or of business decisions under an agreement.
- (iii) “holding company” in relation to one or more other companies means a company of which such companies are subsidiary companies.

- (iv) “subsidiary company” or “subsidiary” in relation to any other company (that is to say the holding company), means a company in which the holding company –
 - (a) controls the composition of the board of directors; or
 - (b) exercises or controls more than one-half of the total share capital either at its own or together with one or more of the subsidiary companies.
- (v) “group company” means two or more enterprises which, directly or indirectly, are in a position to :
 - (a) exercise twenty-six percent or more of voting rights in any other enterprise; or
 - (b) appoint more than fifty percent of members of board of directors in the other enterprise.

- 2.2 A declaration specifying that the conditions contained in point nos. 2.1(i) to 2.1(viii) above have been fulfilled should be submitted along with the Technical Bid. Documentary proof (attested copies of relevant documents) certifying compliance with the above criteria shall be attached.
- 2.3 The Bidder shall bear all costs associated with the preparation and submission of the Bid. SHEFEXIL, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.4 The Bidders shall read and study the Bid Document including all instructions, forms and other information contained herein in detail before submitting their bids. It shall be deemed that a Bidder has carefully studied and examined the Bid Document with full understanding of its implications. Failure to furnish all information’s required as mentioned in the Bid Document or submission of a Bid not responsive to the Bid Document in every respect shall result in the rejection of the Bid.
- 2.5 The Bidder is expected to examine all instruction, forms, terms and specifications in the Bid Documents. Failure to furnish all information’s required as per the Bid Documents or submission of bids not responsive to the Bid Documents in every respect will be at the Bidder’s risk and shall result in rejection of the bid.

3. Documents comprising the Bid

- 3.1 The Bid shall contain of the Technical Bid and the Financial Bid.
- 3.2 The **Technical Bid** shall, inter-alia, comprise copies of the followings :-

- (i) Copy of the Bid Document together with all addenda and corrigenda duly signed by the authorized signatory of the Bidder and seal of the Bidder company if applicable, shall be affixed on all pages;
 - (ii) Qualification information and documents as required in accordance with stipulations and other materials required to be submitted by the Bidder in accordance with this Bid Document;
 - (i) Bid Security in terms of this Bid Document;
 - (ii) Power of Attorney authorizing the person to sign the bid on behalf of the Bidder;
 - (iii) Covering letter in the format contained in **Appendix I** hereto;
 - (iii) General Information in the format contained in **Appendix II** hereto;
 - (iv) Application Form in the format contained in **Appendix III** hereto;
 - (v) Letter of Authorisation in favour of representative of Bidder for attending Bid Opening in the format contained in **Appendix IV** hereto.
 - (vi) Experience Certificates evidencing compliance with the points mentioned in Clause 2.1 hereof;
 - (vii) A declaration specifying that the conditions contained in point nos. 2.1(i) to 2.1(viii) above have been fulfilled;
 - (viii) Articles and Memorandum of Association or Partnership Deed/Proprietorship Deed or any other document establishing the status of the participating; and
 - (ix) Undertaking clearly stating that the Bidder is not engaged in the Guar Gum based industry.
- 3.3 The **Financial Bid** shall contain the price bid of the Bidder in the format contained in **Appendix - V** hereto.
- 3.4 The documentary evidence being furnished by the Bidder in terms of this Bid Document may be in the form of literature, degrees, certificates and the Bidder shall furnish:
- (a) A detailed description of the services and performance characteristics.
 - (b) A clause by clause compliance of SHEFEXIL's Technical specifications and commercial conditions demonstrating responsiveness to

the Bid conditions. For this the Bidder needs to sign at every page of the Bid Document along with seal indicating its acceptance of terms and conditions.

4. Amendment of Bid Document:

- 4.1 At any time, prior to the date of submission of bids, SHEFEXIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendments.
- 4.2 The amendments shall be notified in writing to all Bidders and these amendments shall be binding on them.
- 4.3 In order to afford prospective Bidders reasonable time in which to take the amendments in account in preparing their bids, SHEFEXIL may, at its own discretion, extend the deadline for the submission of bids suitably.

5. Bid Security

- 5.1 The Bidder shall furnish, as part of the Technical Bid, Bid Security for an amount of Rs. 10, 000/- (Rupees Ten Thousand only).
- 5.2 The Bid Security shall be in the form of a crossed demand draft or bank guarantee from a scheduled bank in favour of “Shellac and Forest Products Export Promotion Council” payable at Kolkata. Payment in any other form is not acceptable.
- 5.3 A Bid not accompanied by the Bid Security shall be rejected by SHEFEXIL.
- 5.4 The Bid Security of the unsuccessful Bidder will be discharged/ returned as promptly as possible but not later than 30 days after the expiry of the period of Bid validity prescribed by SHEFEXIL
- 5.5 The Selected Bidder’s Bid Security will be discharged upon the Bidder’s acceptance of the work order and furnishing the performance security.
- 5.6 The Bid Security may be forfeited by SHFFEXIL without prejudice to any other right or remedy that may be available to it :-
- (a) If a Bidder withdraws his bid during the period of bid validity contained herein,
- (b) In the case of the Selected Bidder, if the Bidder fails -
- i) to sign the contract in accordance with this Bid Document, or
- ii) to furnish performance security in accordance with this Bid Document;
- (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. Period of Validity of Bids

- 6.1 The Bid submitted by the Bidder shall remain valid for 180 days after the date of Bid Opening prescribed by SHEFEXIL. A bid valid for a shorter period shall be rejected by SHEFEXIL as non-responsive.
- 6.2 In exceptional circumstances, SHEFEXIL may request the Bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The Bid Security provided shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

7. Format and Signing of Bid

- 7.1 The Bidder shall submit the bid in two separate non-transparent closed envelopes which are duly sealed, one for Technical Bid and the other for Financial Bid, clearly indicating the same on the envelopes. The two envelopes shall be placed in an outer non-transparent closed envelope duly sealed containing the heading "Bid for Appointment of a Research Institute for R&D work in Guar Gum development and its product development including Guar Gum derivatization". The Bid shall be typed or printed and signed by the Bidder or a person /persons duly authorized by the Bidder to submit the bid in terms hereof by a Power of Attorney. A copy of the said Power of Attorney shall be provided with the bid. A photocopy of the present Bid Document duly initialled as token of its acceptance, on all pages by the authorized signatory of the Bidder together with seal of the Bidder must be provided with the Bid.
- 7.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be signed by the person/persons signing the Bid.
- 7.3 The Bidder shall provide all the information sought under this Bid Document. SHEFEXIL will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete bids shall be liable to be rejected.
- 7.4 Conditional or qualified bids will be treated as non-responsive.
- 7.5 The Bid shall be typed or written in indelible ink. All alterations, omissions, additions or any other amendments made to the bid shall be initialled by the person signing the bid.

- 7.6 The following conditions shall be adhered to while submitting the Bid:
- (a) the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed formats is insufficient. and
 - (b) information supplied by the Bidder must apply to the Bidder and not to other associated companies or firms;

8. Submission of Bids

8.1 The Bids shall be:

- (a) Addressed to the SHEFEXIL on the following address: Chairman, SHEFEXIL, Vanijya Bhavan, International Trade Facilitation Centre, 1/1 Wood Street, 2nd Floor, Kolkata - 700 016.
- (b) Bearing the tender number.
- (c) The inner and outer envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be submitted in the Tender Box at 2nd Floor, C/o. SHEFEXIL, Kolkata.
- (e) SHEFEXIL shall not be responsible if the bids are delivered elsewhere.

8.2 If the envelopes are not sealed and marked as required by this Bid Document, the Bids are liable to be rejected.

8.3 Bids must be received by SHEFEXIL at the address specified herein not later than 18.00 Hrs. on 5th December, 2017.

8.4 SHEFEXIL may, at its discretion, extend this deadline for the submission of the Bids in which case all rights and obligations of the SHEFEXIL of India and Bidders will be subjected to the deadline as extended.

9. Late Bids

Any Bid received by the SHEFEXIL after the deadline for submission of Bids prescribed by SHEFEXIL shall be rejected and returned unopened to the Bidder.

10. Opening of Bids

- 10.1 SHEFEXIL shall open the Bids in the presence of Bidder or its authorized representatives who choose to attend at 10.30 am on 8th December, 2017. The Bidders' representatives, who are present shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. A format of the authority letter is contained in **Appendix IV** hereof.
- 10.2 A maximum of two representatives for any Bidder shall be authorized and permitted to attend the Bid opening.

11. Clarification of Bids

11. To assist in the examination, evaluation and comparison of bids SHEFEXIL may, at its discretion ask the Bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the Bidder, shall be entertained.

12. Evaluation of Bids to be Responsive

- 12.1 Tender will be evaluated in two phases. First, Technical Bid evaluation will be done. The Financial Bids of only those Bidders who qualify in the Technical Bid evaluation will be opened.
- 12.2 SHEFEXIL shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Bids are generally in order.
- 12.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of errors made by SHEFEXIL, his bid shall be rejected.
- 12.4 Prior to detailed evaluation, SHEFEXIL will determine the responsiveness of each Bid to the Bid Documents. For purpose of this clause, a responsive Bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations.
- 12.5 A Bid determined as non-responsive will be rejected by SHEFEXIL and cannot, subsequent to the Bid opening, be made responsive by the Bidder by correction of the non-conformity.

12.6 SHEFEXIL, at its discretion, may waive any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.

12.7 To facilitate evaluation of the Technical Bids, SHFEXIL shall be entitled to seek the assistance of the ED/ Scientist G of the TIFAC and also request for clarifications and documents from any Bidder regarding the Technical Bid submitted by it.

13. Mode of Selection

13.1 A committee formed by SHEFEXIL will open the Technical Bids and evaluate the bids in the context of the requirements contained herein, based upon which short-listing shall be done. SHEFEXIL reserves the right to reject the bids not conforming to the documentary requirements contained in this Bid Document.

13.2 If required, SHEFEXIL may invite the tenders for a presentation for which formal communication shall be sent to all the participants qualifying the first step mentioned above.

14. Preliminary Evaluation

14.1 Prior to evaluation of the Technical Bid, SHEFEXIL shall determine whether each bid is responsive to the requirements of the Bid Document. A Technical Bid shall be considered responsive only if:-

- (a) It is received by the bid due date including any extension thereof provided by SHEFEXIL;
- (b) It is signed, sealed and marked as stipulated in this Bid Document;
- (c) It is accompanied with the Bid Security as specified in this Bid Document;
- (d) It contains all documents/information required to be submitted as part of the Technical Bid including those specified in Clause 3.2 hereof;
- (e) It contains all the information (complete in all respects) as requested in this Bid Document;
- (f) If contains documents evidencing compliance with the points contained in Clause 2.1 hereof;
- (g) It does not contain any condition or qualification; and
- (h) It is not otherwise non-responsive in terms hereof.

- 14.2 SHEFEXIL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by SHEFEXIL in respect of such bid.
- 14.3 The Bidders adjudged as responsive in terms of this Bid Document and fulfilling the eligibility criteria contained in this Bid Document shall be declared as the Qualified Bidders.

15 Financial Bids

- 15.1 The Financial bids of only the Qualified Bidders shall be opened by SHEFEXIL. The Qualified Bidder quoting the lowest Financial Bid shall be declared as the Selected Bidder.

16. Bid Prices:

- 16.1 The Bidder shall give the total composite price of the work in Indian Rupees as per format contained in **Appendix V**.
- 16.2 The prices quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 16.3 "Discount", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clear charges net of such discount.
- 16.4 The price quoted shall be inclusive of levies and taxes except Goods and Service Tax (GST).

17. Modification of Bids

- 17.1 The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by SHEFEXIL prescribed for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provisions of this Bid Document. A withdrawal notice may also be sent by TELEX/FAX but

followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

17.3 No Bid shall be modified subsequent to the deadline for submission of bids.

18. Contacting SHEFEXIL

18.1 No Bidder shall try to influence SHEFEXIL on any matter relating to its Bid, from the time of the Bid opening till the time the contract is awarded.

18.2 Any effort by a Bidder to influence SHEFEXIL in SHEFEXIL's Bid evaluation, Bid comparison or contract award decision shall result in the rejection of the Bid.

19. Award of Contract

SHEFEXIL shall consider placement of work order on the Bidder whose offer has been found technically acceptable and financially lowest.

20. SHEFEXIL's Right to accept or reject all bids

SHEFEXIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds for SHEFEXIL's action.

21. Issue of Work Order or Letter of Intent

The issue of a-Letter of Intent (LOI) shall constitute the intention of SHEFEXIL to enter into the Contract with the Bidder. The Bidder shall within 3 days of receipt of the work order or LOI, , give his acceptance along with performance security by way of bank guarantee in the form contained in **Appendix VI** of this Bid Document.

22. Contract

The issue of Work Order shall constitute the award of Contract on the Bidder. Upon the Selected Bidder furnishing of performance security, SHEFEXIL shall discharge the Bid Security furnished by the Selected Bidder.

23. Annulment of Award

Failure of the Selected Bidder to comply with the requirement of clause 22 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security in which event SHEFEXIL may make the award to any other Bidder at the discretion of SHEFEXIL or call for new Bids.

24. Performance Security

24.1 The Selected Bidder shall furnish performance security to SHEFEXIL for an amount of 10% of the contract value within 3 days of the Selected Bidder's receipt of the Work order.

24.2 The proceeds of the performance security shall be payable to SHEFEXIL as compensation for any loss resulting from the Selected Bidder's failure to complete its obligations under the Contract.

24.3 The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in **Appendix VI** to this Bid Document.

24.4 The Performance Security Bond will be discharged by SHEFEXIL after completion of the Selected Bidder's performance obligations.

26. Sub--contracts

The Selected Bidder shall not be entitled to assign or subcontract the work contained in this Bid Document or the Work Order.

27. Time Period of Work

The Bidder shall undertake the work in terms of the Scope of Work contained in Section II of this Bid Document and shall complete the same within 3 (three) years from the date of issuance of the Work Order. The duration of work may be varied by SHEFEXIL anytime during the period of Contract.

28. Bidder to follow guidelines of the Central Vigilance Commission (CVC)

The Bidder shall follow the terms and conditions stipulated by the relevant guidelines and circulars of the Central Vigilance Commission (CVC) while submitting their bids.

Section II

Scope and Description of Work

Scope of the Work

The Bidder shall undertake research on the various industrial uses of guar gum and shall formulate a research and development plan for boosting Guar Gum exports. The Bidder shall submit a comprehensive report based on the studies conducted by it during the Contract Period. All intellectual property to the research and its outcome shall vest with SHEFEXIL on completion of the Work.

Description of the Work:-

The Work to be undertaken by the Bidder in terms of the Bid Documents can be segregated into two phases.

1. Phase I

- (i) Phase I of the work shall be completed by the Bidder within nine (9) months from the date of signing the Contract.
- (ii) During Phase I of the Work, the Bidder shall assess the potential of Guar and its derivatives in various forms such as Fast Hydrating Guar, Hydroxy Propyl Guar (HPG), Carboxy Methyl Guar (CMG), Carboxy Methyl Hydroxy Propyl Guar (CMHPG), Cationic Guar Gum (CGG), enzymatic of acid treated depolymerised Guar Gum and many more and shall also assess the market for the same.
- (iii) The Bidder shall study and assess the use of various derivatives of Guar as rheological property modifier and surface activity enhancer and shall assess its applications in (a) shale gas and oil drilling mud development, (b) paint/ cement and construction industry, (c) shampoo, conditioners and hair care and other cosmetic formulation, (d) Textile printing, (e) Food additives (f) stabilizers, emulsifiers etc.
- (iv) The Bidder shall collect data relating to the type of guar and its derivatives and its possible usage (since it is used only as a small percentage of the ingredients in the product in a variety of industries) in terms of total quantum (tonnage)

- (v) The Bidder shall study possible chemical modifications which can be performed (chemistry and derivatization) on the raw Guar (splits, powder, slurries etc), aimed at various derivatives rendering specific desirable flow and surface properties in the final product.
- (vi) At the end of the Phase I, the Bidder shall submit a quantitative Guar utilization map (cultivation, processing and product utilisation) which shall be submitted to SHEFEXIL.

2. **Phase II**

- (i) The Phase II of the Work shall be completed by the Bidder within 2 years and 3 months after completion of Phase I.
- (ii) The Bidder shall study the usage of guar in new products and derivatives and its application on a laboratory scale (proof of concept).
- (iii) The Bidder shall translate the proof of concept in the form of technological package, specifying the type and size of the equipments to be used. The equipment designs and the standardisation of the operating procedures to be adapted for various derivatizations etc. shall be studied.
- (iv) The Bidder shall submit a report at the end of Phase II describing the studies conducted by it in detail and the results achieved.

APPENDIX -I
COVERING LETTER

Tender No. SHEFEXIL / Guar Gum / 2017-18

The Chairman,
SHEFEXIL
Vanijya Bhavan, ITFC
1/1, Wood Street, 2nd Floor
Kolkata - 700016

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos....., we, undersigned, offer to provide services in conformity with said conditions of contract and specifications for sum of Rs.....(Rs. Only) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete services as specified in the contract within the specified time frame.

If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Work order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

This is also to certify that we are not related to SHEFEXIL in anyway.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2017.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

APPENDIX - II
GENERAL INFORMATION TO BE GIVEN BY THE BIDDER

| S.No. | Particulars | Description |
|--------------|---|--------------------|
| 01 | Name &Address of the Bidder with Phone Nos. | |
| | a) Registered Office | |
| | b) Administrative Office | |
| 02 | Nature of constitution of Bidder (Whether individual, Partnership, firm or company registered under Companies Act) Enclose Certificate, MOU, AOA, Partnership Deeds, | |
| 03 | Name and address of the Proprietor / Partner/ Director | |
| 04 | Name of authorized signatory of Bidder with Phone no | |
| 05 | Other place of business with full address | |
| 06 | Details of Registration | |
| | a) Goods and Services Tax (GST) | |
| | b) Income tax | |
| | c)Central Excise | |
| | d) Income Tax PAN number | |
| 07 | Last three years' Turnover & Profit /Loss as per Balance sheet (enclose a certificate certified by a Chartered Accountant together with copies of balance sheet for the relevant years. | |

| | Financial Year | Turnover (Rs.in Lakhs) | Profit/ Loss(Rs. in Lakhs) |
|----|--------------------------------|-----------------------------------|---|
| | 2016-17 | | |
| | 2015-16 | | |
| | 2014-15 | | |
| 08 | Any other relevant information | | |

Name of the Firm/Company (with Seal) :

Signature of Authorized Signatory of Bidder :

Name of the Authorized Signatory of Bidder :

Address :

Phone No. :

Fax No. :

Date :

Note: Bidders should provide photocopies of documents evidencing the information submitted.

APPENDIX - III**Application Form****(To be submitted along with Technical Bid)**

| S.No. | Particulars | Description |
|-------|---|---|
| 1 | <p>Details of previous experience</p> <p>(Please enclose documentary evidence in the form of copy of COMPLETION CERTIFICATES of assignments undertaken. Please note COMPLETION CERTIFICATES only shall be acceptable. Only in those cases where assignment is still continuing that we can accept work order/Award letter.</p> <p>Please mention Year, Name of the Project, Name of the client, One para about the type of project, year of completion.</p> | (Use Format – 1) |
| 2 | Briefly provide the Test Facility – Infrastructure Specifications/Capabilities and other Technical Resources available to support “export shipment of natural products” and their safety qualifications/assessments | Attach separate sheet for the write up. |
| 3 | Detailed list of Accreditation and Regulatory Compliance Certificates from various National and International Institutions (as applicable) | (Use Format – 3) |
| 4 | Detailed list of Additional Services Offered to Support | (Use Format – 4) |
| 5 | <p>Previous experience in dealing with Guar Gum or similar natural products</p> <p>(Please mention Year, Name of the Project, Client, One Para about the type of project, year of completion)</p> | (Use Format – 2) |
| 6 | No. of team members, on the payrolls their qualifications (write numbers in the opposite column and attach separate sheet for their experience and qualifications.) | <p>Total</p> <p>a):</p> <p>b):</p> <p>c):</p> |

| | | |
|---|---|--------------------------------|
| | | d): Others (Use Format – 5) |
| 7 | No. and names of Government/Multilateral/International organizations associated with during last 5 years along with the name of the assignments handled, Value of the project and project area/s (please attach list) | (Use Format – 6) |
| 8 | Details of Earnest Money Deposit (EMD) :Rs. _____/- (DD NO.dated.....drawn on SHEFEXIL. | |

Name of the Firm / Company (with Seal) :

Signature of Authority Signatory of Bidder :

Name of the Authorized Signatory of Bidder :

Phone No. :

Fax No. :

Date :

Format – 1

Details of previous experience in R&D work in Guar Gum development and its product development including Guar Gum Derivatization.

| S.No. | Year | Name and Value of the Project | Type of the Client | Product/s covered (Scope of the Projects) | Project in brief (In one para) |
|-------|------|-------------------------------|--------------------|---|--------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Format – 2

Detail of previous experience of dealing with Guar Gum or similar natural products.

| S.No. | Duration/Year of completion | Name and Value of the Project | Client | Product/s covered (Scope of the Projects) | Project in brief (In one para) |
|-------|-----------------------------|-------------------------------|--------|---|--------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Format – 3

Detailed list of Accreditation and Regulatory Compliance Certificates from various National and International Institutions

| S.No. | Name of the Accreditation/Certification | Name of the Issuing Authority | Date of Issuance and validity period | Scope |
|-------|---|-------------------------------|--------------------------------------|-------|
| | | | | |
| | | | | |
| | | | | |

Format – 4

Detailed list of Additional Services Offered to Support

| S.No. | Name of the Additional Services Offered | Product/s covered (Scope of the Projects) | Project in brief (In one para) |
|-------|---|---|--------------------------------|
| | | | |
| | | | |
| | | | |

Format – 5

Detailed List of Technical Team/Scientific Team Members Involved in the Various Studies/Projects and their Technical Experience and Qualifications

| S.No. | Name of the Technical/Scientific Team Member | Education Qualifications | Years of Experience | List of Previous Organizations | Areas of Expertise (In one para) |
|-------|--|--------------------------|---------------------|--------------------------------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Format – 6

No. and names of Government/Multinational/International Organizations Associated during last 5 years

| S.No. | Duration/Year of completion | Name of the Project | Client Details | Area | Value of the Project |
|-------|-----------------------------|---------------------|----------------|------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

APPENDIX - IV**Proforma of Letter of Authorization for Attending Bid Opening**

Subject : Authorization for attending Bid opening

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

| Order of preference | Name | Specimen Signature |
|---------------------|------|--------------------|
| <hr/> | | |

I

II

Alternate Representative _____

Signature of Bidder

or

Officer authorized to sign the bid on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening.
2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

Date:

Signature of Bidder

(on one-rupee revenue stamp)

APPENDIX -V
PRICE SCHEDULE
(Financial Bid)

| Sl. | Description of Work | Amount (in Rs.) per sample |
|-----|---|---|
| 1 | R&D work in Guar Gum development and its product development including Guar Gum Derivatization. | In figures Rs. _____ In words Rupees |

Signature of the Bidder along with seal.

Notes:

Rates are quoted as inclusive of all levies, cess, prevailing taxes, except for GST which will be charged as applicable.

APPENDIX-VI**PERFORMANCE SECURITY BOND**

THIS DEED OF GUARANTEE MADE THIS DAY OF between Shellac & Forest Products Export Promotion Council sponsored by the Deptt. of Commerce, Govt. of India and having its Head Office at VanijyaBhavan, International Trade Facilitation Centre, 1/1 Wood Street, 2nd Floor, Kolkata 700016 (hereinafter called SHEFEXIL) (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and (hereinafter called the "Bank") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE SHEFEXIL accepted the tender of M/s (hereinafter called the Firm) to provide services the SHEFEXIL as per contract No..... Dated(hereinafter referred to as the said contract.

AND WHEREAS the said contract provides that Firm shall furnish Bank Guarantee to the extent of ten percent of the value of the contract as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the Firm the Bank agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The Bank hereby irrevocably and unconditionally guarantees to SHEFEXIL that the Firm shall render all necessary and efficient services which may be required to be rendered by the Firm in connection with and/ or for the performance of the said contract and further guarantees that the services which shall be supplied by the Firm under the said contract shall be actually performing the work required of it to the satisfaction of SHEFEXIL. In the event of the firm failing or neglecting to render necessary services as foresaid and/or in the event of

the services failing to give satisfactory performance, the Bank shall of against any loss or damage that may be caused to or suffered by SHEFEXIL by reason of any breach by the Firm of any of the aforesaid terms and conditions and the Bank further undertake to pay SHEFEXIL, such sum not exceeding Rs. on demand and without DEMUR in the event of the Firm's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the services.

2. The decision of SHEFEXIL as to whether the Firm failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the services are free from deficiencies and defects are capable of performing the work required and as to the amount payable to SHEFEXIL by the Bank herein shall be final and binding on the Bank.

3. The liability of the Bank under this Guarantee shall be as of principal Debtor.

4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the services have been taken over, all the dues of SHEFEXIL under or by working of the said contract have been fully paid and it is certified by SHEFEXIL that the terms and conditions of the said contract have been fully and properly carried out by the said Firm and a No Demand Certificate submitted to this effect by the Firm.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 24 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 24 months as SHEFEXIL may feel necessary in this behalf provided further that if any claim accrues against the Bank before the expiry of the said period of 24 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 24 months or any extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the Firm or the Bank and shall be a continuing one.

7. SHEFEXIL has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the Firm and either

reinforce or forbear any of the terms & condition of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by SHEFEXIL of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the Firm or any other forbearance, act or the omission on the part of SHEFEXIL or any indulgence by SHEFEXIL to the Firm or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of SHEFEXIL in writing.

9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs. (in words) Our guarantee shall remain in force for the duration of the Contract. Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities thereunder.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for Signed and Delivered by the Attorney for on behalf of the Bank in the presence and on the behalf of Bank in the presence of :

1. _____

1. _____

2. _____

2. _____

SECTION III**GENERAL CONDITIONS OF CONTRACT****1 APPLICATION:**

The General Conditions shall apply to the contract between SHEFEXIL and the Selected Bidder for the procurement of services in terms of the Bid Document.

2 STANDARDS:

The services provided under the contract shall conform to the requirements prescribed in the Bid Document.

3 PATENT RIGHTS:

The Selected Bidder shall indemnify SHEFEXIL against all third party claims of infringement of Patent, trademark or industrial design rights arising from use of the services or any part thereof.

4, SERVICE DELIVERY:

- 4.1 Delivery of the services and documents shall be made by the Selected Bidder in accordance with the terms specified by SHEFEXIL in the Bid Document.
- 4.2 The Delivery of the services and documents shall commence immediately on acceptance of Work order and be valid for the period as required for completion of the Scope of Work.

5. PAYMENT TERMS:

Payment for the services will be effected in mutually agreed periodic manner after getting the bills certified by SHEFEXIL.

6. PRICES:

- i)a) Prices charged by the Selected Bidder for Services delivered and services performed under the Contract shall not be higher than the prices quoted by the Selected Bidder in its bid.
- b) In case of revision of statutory levies / taxes during the finalisation period of the tender, SHEFEXIL reserves the right to ask for reduction in the prices.
- c) Tax Deducted at Source (TDS) would be deducted from the payment released to the Selected Bidder from time to time as per prevailing rates applicable from time to time.
- ii) Price once fixed will remain valid for the period of delivery of services.

7. FORFEITURE OF PERFORMANCE SECURITY :

Forfeiture of Performance Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached by the Selected Bidder.
2. When the Selected Bidder fails to provide services satisfactorily.
3. When contract is being terminated due to non-performance of the Selected Bidder.
4. Notice of reasonable time will be given in case of forfeiture of Performance Deposit. The decision of SHEFEXIL in this regard shall be final.

8. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by the Selected Bidder or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, or Acts of God provided notice of happenings, of any such eventuality is given by the Selected Bidder to SHEFEXIL within 7 days from the date of occurrence thereof, SHEFEXIL shall not by any reason of such event be entitled to terminate this contract and delivery under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of SHEFEXIL as to whether the delivery has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days SHEFEXIL may, at its option, terminate the contract.

9. TERMINATION FOR DEFAULT

9.1 SHEFEXIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Selected Bidder, terminate this contract in whole or in part by giving notice in writing.

- (a) If the Selected Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by SHEFEXIL, or
- (b) If the Selected Bidder fails to perform any other obligation(s) under Contract or commits a breach of the provisions hereof and does not rectify the same within 15 days of notice given by SHEFEXIL;

9.2 In event SHEFEXIL terminates the contract in whole or in part, pursuant to Clause 9.1. SHEFEXIL may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Selected Bidder shall be liable to SHEFEXIL for any excess cost for such similar services. However, the

Selected Bidder shall continue performance of the contract to the extent not terminated.

10 TERMINATION FOR INSOLVENCY

SHEFEXIL may at any time terminate the contract by giving written notice to the Selected Bidder, without compensation to Selected Bidder, if the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to SHEFEXIL.

11 ARBITRATION

- 11.1 All disputes and differences between SHEFEXIL and the Selected Bidder regarding the work to be undertaken by the Successful Bidder and the construction and interpretation of any of the terms and conditions herein contained or in any way concerning these presents, shall be resolved amicably between SHEFEXIL and the Selected Bidder within 30 (thirty) days from the date of the dispute.
- 11.2 Failing amicable settlement, the disputes or differences shall be referred to arbitration in terms of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof. The arbitral panel shall consist of three arbitrators, one arbitrator each to be appointed by SHEFEXIL and the Selected Bidder respectively and the Third Arbitrator to be appointed by the two arbitrators so appointed.
- 11.3 The place of arbitration shall be Kolkata and the arbitration proceedings shall be conducted in English.

12 JURISDICTION

The Courts in Kolkata alone shall have the jurisdiction to try all disputes arising out of this Agreement.