

## **BID Document**

# **Tender for Appointment of GLP Accredited Laboratory for Conducting Toxicity Study for SHELLAC SHEFEXIL, Kolkata.**

**Tender No. : SHEFEXIL/SHELLAC/2016-17**



**(SHEFEXIL)**  
**Shellac & Forest Products**  
**Export Promotion Council**  
Formerly known as Shellac Export Promotion Council  
*(Sponsored by Ministry of Commerce & Industry, Govt. of India)*

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## SECTION I

### NOTICE INVITING TENDER

Office of Issue : Shellac & Forest Products Export Promotion Council, Kolkata.

Tender no : SHEFEXIL/SHELLAC/2016-17

Tender Document : Details as given below

Due date/Time of receipt : 30 days from the advertisement i.e. 3<sup>rd</sup> August, 2016 by 1800 hrs.

Opening Date/Time : 5<sup>th</sup> August, 2016 at 1100 hrs.

Sealed tenders are invited on behalf of Chairman, SHEFEXIL, Kolkata for engagement of GLP accredited laboratories for conducting Toxicity Study for Shellac (E904).

Eligibility of Bidder :

GLP Accredited laboratories for carrying out the entire Scope of Study specified in Section V of the Bid Document, and who fulfill other eligibility criteria explained in the Bid Document, are eligible to participate in this tender.

Bid Security (EMD) shall be Rs 50,000/- (Rupees Fifty Thousand ) in the form of demand draft in favour of SHEFEXIL, Kolkata.

Intending Bidders may obtain copy of the tender document by downloading the same from [www.shellacepc.com](http://www.shellacepc.com). Completed tenders together with Bid Security of Rs 50,000/- ( Rupees Fifty Thousand ) to reach Chairman, SHEFEXIL, Vanijya Bhavan, International Trade Facilitation Centre, 1/1 Wood Street, 2<sup>nd</sup> Floor, Kolkata 700016 within 30 days of the advertisement i.e. 3<sup>rd</sup> August, 2016.

Chairman, SHEFEXIL, Kolkata.

**INFORMATION TO BE GIVEN BY THE BIDDER**

<b>S.No.</b>	<b>Particulars</b>	<b>Description</b>
01	Name & Address of the Tenderer with Phone Nos.	
	a) Registered Office	
	b) Administrative Office	
02	Nature of constitution of Tenderer (Whether individual, Partnership, firm or company registered under Companies Act) Enclose Certificate, MOU, AOA, Partnership Deeds, etc.)	
03	Name and address of the Proprietor / Partner/ Director	
04	Name of authorized signatory with Phone no	
05	Other place of business with full address	
06	Detailsof Registrations	
	a) Sales tax	
	b) Incometax	
	c)Servicetax	
	d)Central Excise	
	e) Income Tax PAN number	
	(The tenderers have to provide above details, but NEED NOT enclose photocopies of documents with the tender. However, the selected party shall have to submit the photocopies of above documents along with last year's income tax clearance certificate)	
07	Last five year's Turnover & Profit /Loss as per Balance sheet (enclose a certificate certified by a	

	Chartered Accountant. Copy of the balance sheet <b><u>NEED NOT</u></b> be submitted at this stage)		
	<b>Financial Year</b>	<b>Turnover (Rs.in Lakhs)</b>	<b>Profit/ Loss(Rs. in Lakhs)</b>
	2015-16		
	2014-15		
	2013-14		
	2012-13		
	2011-12		
08	Any other relevant information		

**Name of the Firm(with Seal)** :

**Signature of Authorized signatory** :

**Name of the Authorized Signatory** :

**Address** :

**PhoneNo.** :

**Fax No.** :

**Date** :

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A. Introduction

##### 1. Definitions :

- a) SHEFEXIL means SHEFEXIL, an Export Promotion Council sponsored by Department of Commerce, Govt of India and having its Head Office at Vanijya Bhavan, International Trade Facilitation Centre, 1/1 Wood Street, 2<sup>nd</sup> Floor, Kolkata 700016.
- b) SHEFEXIL is represented by the Chairman, SHEFEXIL, Kolkata
- c) 'The Bidder' means 'Service Provider' providing Services under the contract.
- d) 'The Firm' means the successful bidder providing services under the contract
- e) 'Provisional acceptance letter / letter of intent' means the intention of SHEFEXIL to place the Work Order on the Bidder
- f) 'The Work Order' means the order placed by SHEFEXIL on the Firm signed by SHEFEXIL including all documents incorporated by reference therein
- g) The Work Order shall be deemed as 'Contract' appearing in the document.
- h) 'The Contract Price' means the price payable to the Firm under the Work Order for the full and proper performance of its contractual obligations.

##### 2. Eligible Bidders

The eligible Bidder shall be an Indian Analytical Institution /Laboratories etc. meeting the following eligibility criterion:

- i. The Bidder should be the owner of a Laboratory for carrying out the entire Scope of Study specified in Section V of the Bid Document having Good Laboratory Practice (GLP) certification. The Bidder shall under no circumstances outsource the work assigned to it.
- ii. A minimum annual turnover of Rs 500 lakhs during the last three years
- iii. A minimum of 10 -15 years experience in undertaking chemical analysis and studies on food products contamination, especially naturally grown products. Preference shall be given to those who have experience of dealing with quality requirements for Export shipments of natural products.
- iv. Availability of requisite Subject Matter manpower. The bidder should have at least 2 experienced toxicologist/board certified pathologist in their in house team.
- v. The bidder should have access and availability of certified and quality animals.
- vi. Any bidder involved in the Shellac and Lac based industry directly or indirectly through group company/joint venture company/sister company or any combination thereof shall not be eligible.

A declaration to this effect as specified in 2(i) to 2(vi) should be submitted along with the technical bid. Documentary proof (attested copies of relevant documents ) for the above facts shall be attached.

### 3. Cost of Bidding

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.

### 4. Period of Assignment

The entire period of assignment shall be completion of the Scope of Work ( To be clearly mentioned by the Bidder) from the date of signing the contract that will include preparation, collection of samples, undertaking the Toxicity studies across generations, data analysis, submission of final report, etc.

## B. Bid Document

### 5. Bid Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with <b>the Technical Bid</b>	Documents to be enclosed with <b>the Commercial Bid</b>
<ol style="list-style-type: none"><li>1. Notice Inviting Tender</li><li>2. Instructions to Bidders</li><li>3. General Conditions of Contract</li><li>4. Special Conditions of Contract</li><li>5. Scope &amp;Description of Work</li><li>6. Experience Certificates</li></ol>	<ol style="list-style-type: none"><li>1. Price Schedule</li><li>2. Performance Security Bond Form</li><li>3. Any other document as the Bidder may wish to submit in support of the Bid.</li></ol>

5.2 The Bidder is expected to examine all instruction, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

## **6. AMENDMENT OF BID DOCUMENTS:**

6.1 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, may modify the bid documents by amendments.

6.2 The amendments shall be notified in Writing or by email to all prospective bidders on the address intimated at the time of purchase of bid document from SHEFEXIL and these amendments will be binding on them.

6.3 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.

## **C. PREPARATION OF BIDS**

### **7. DOCUMENTS COMPRISING THE BID**

The bid prepared by the Bidder shall comprise the following components:

#### **I. Technical Bid**, which shall contain:

(a) Documentary evidence established in accordance with clause 2 and 10 of these Instructions to Bidders' that the Bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

(b) Bid Security furnished in accordance with clause 12.

(c) A clause-by-clause compliance as per clause 11.2.

(d) A Bid form duly filled in by the Bidder.

**II. Commercial Bid**, which shall contain the Price schedule, completed in accordance with clause 3.

### **8. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the services to be supplied, a brief description of the services and price.

### **9. BID PRICES:**

9.1 The bidder shall give the total composite price of all levies and taxes except for Service Tax, if applicable, which will be quoted separately. The basic unit prices and other component prices need to be individually indicated against the services, it proposes to provide under the contract as per price schedule given in Section VIII in Indian Rupees.

9.2 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.

9.3 "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 NET CHARGES.

9.4 The price approved by SHEFEXIL for services will be inclusive of levies and taxes except Service Tax as mentioned in Para 9.1 above.



## **10. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 The Bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents :

- (i) Articles and Memorandum of Association or Partnership Deed/Proprietorship Deed or any other document establishing the status of the participating firm.
- (ii) Valid GLP Certification
- (iii) Certificates in respect of capability and experience as explained in the "Eligibility Criteria" as under Clause 2 of this Section II.
- (iv) Undertaking clearly mentioning no relation of the firm with SHEFEXIL.

(a) The Bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.

## **11. DOCUMENTS ESTABLISHING SERVICES CONFIRMITY TO BID DOCUMENTS:**

11.1 Pursuant to clause 7, the Bidder shall furnish, as part of his Bid, documents establishing the conformity of his bid to the bid document of all services, which he proposes to provide under the contract.

11.2 The documentary evidence of the services and services conformity to the Bid Documents may be in the form of literature, degrees, certificates etc and he shall furnish:

- (a) A detailed description of the services and performance characteristics.
- (b) A clause-by-clause compliance on the SHEFEXIL's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Bid conditions. In case of deviations a statement of deviations and exceptions to the provision of the Technical specifications shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification conditions shall not be considered. For this the bidder needs to sign at every page of the tender document along with seal indicating its acceptance of terms and conditions. The Chairman, SHEFEXIL will be the competent authority to accept or reject such deviations. Such decisions will be taken by the Competent Authority keeping in view the materiality of such deviations. There will be a committee having technical and finance members to assist the Chairman to consider such deviations. Once decided such decisions will be binding on all the bidders.

## **12. BID SECURITY**

12.1 Pursuant to clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs 50000/- (Rupees Fifty thousand only )

12.2 The Bid Security is required to protect SHEFEXIL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.

12.3 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.

12.4. A Bid not secured in accordance with Para 12.1 & 12.3 shall be rejected by SHEFEXIL as non-responsive.

12.5 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, Pursuant to clause 13.

12.6 The successful Bidder's Bid security will be discharged upon the Bidder's acceptance of the advance work order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.7 The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, or
- (b) In the case of a successful Bidder, if the bidder fails
  - i) to sign the contract in accordance with clause 27, or
  - ii) to furnish performance security in accordance with clause 27.

### **13. PERIOD OF VALIDITY OF BIDS**

13.1 Bid shall remain valid for 180 days after the date of Bid Opening prescribed by SHEFEXIL, pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by SHEFEXIL as non-responsive.

13.2 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 under clause 12 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

### **14. FORMAT AND SIGNING BID**

14.1 The Bidder shall prepare the bid in separate envelopes for Technical Bid and Commercial Bid, clearly super scribing the name on the envelopes.

14.2 The Bid shall be typed or printed and signed by the Bidder or a person /persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of attorney affirming the bid. All pages of the original bid, except for an amended printed literature shall be signed by the person / persons signing the bid. The bids submitted shall be sealed properly (wax or PVC tape sealed).

14.3 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.

### **15. SEALING AND MAKING OF BIDS:**

15.1 The bidder shall prepare separate envelopes for **Technical** as well as **Commercial** bids with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.

15.2 The inner and outer envelopes shall be:

- (a) Addressed to the SHEFEXIL on the following address: Chairman, SHEFEXIL, Vanijya Bhavan, International Trade Facilitation Centre, 1/1 Wood Street, 2<sup>nd</sup> Floor, Kolkata-700 016.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE 5<sup>th</sup> AUGUST, 2016'.
- (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 dropped in the Tender Box at 2<sup>nd</sup> Floor, C/o. SHEFEXIL, Kolkata.

(e) SHEFEXIL is not responsible if the bids are delivered elsewhere.

15.3 If the outer envelope is not sealed and marked as required by Para 15.1 and 15.2, SHEFEXIL shall not accept the Bid. In case the inner envelopes are not sealed and marked as required by Para 15.1 and 15.2, the Bid shall be rejected.

#### **16 SUBMISSION OF BIDS:**

16.1 Bids must be received by SHEFEXIL at the address specified under Para15.2 not later than 18:00 Hrs on 3<sup>rd</sup> August, 2016.

16.2 SHEFEXIL may, at its discretion, extend this deadline for the submission of the Bids in accordance with clause 6 in which case all rights and obligations of the SHEFEXIL of India and bidders will be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of bid document. He may include alternate offer as permissible as per his bid.

#### **17 LATE BIDS:**

Any Bid received by the SHEFEXIL after the deadline for submission of Bids prescribed by the SHEFEXIL of India pursuant to clause 16 shall be rejected and returned unopened to the bidder.

#### **D. MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 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.

18.2 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 provision of clause 15. 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.

18.3 As per Clause no 20, no Bid shall be modified subsequent to the deadline for submission of bids.

#### **E. BID OPENING AND EVALUATION**

##### **19. OPENING OF BIDS BY SHEFEXIL**

19.1 SHEFEXIL shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 11.00 hrs on the due date 5<sup>th</sup> August, 2016. 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 is given on last page).

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as SHEFEXIL, at its discretion, may consider appropriate, will be announced at the opening.

19.4 Tender will be evaluated as a single package of all the items given in the price schedule and the Tender will be awarded to Single party only.

## **20. CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids the 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.

## **21. PRELIMINARY EVALUATION (TECHNICAL BIDS):**

21.1 Tender will be evaluated in two phases. First, Technical Bid evaluation will be done. Only the Commercial Bids of those bidders who qualify the Technical Bid evaluation will be opened and those bidder allowed to participate / attend the Commercial Bid.

21.2 While doing the Technical evolution, SHEFEXIL shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

21.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the to total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by SHEFEXIL. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Firm does not accept the correction of the errors, his Bid shall be rejected.

21.4 Prior to the detailed evolution, pursuant to Clause 22 SHEFEXIL will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of this clauses, insubstantially responsive Bid is one, which confirms to all the terms and conditions of the Bid documents without material deviations. SHEFEXIL's determination of Bid's responsiveness is to be based on the contents of the Bid itself.

21.5 A Bid determined as substantially non-responsive will be rejected by SHEFEXIL and shall not, subsequent to the Bid opening be made responsive by the Bidder by correction of the non-conformity.

21.6 SHEFEXIL may waive any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudiced or effect the relative ranking of any Bidder.

## 22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 SHEFEXIL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

### Mode of Selection

- (i) A committee will open the technical bids and evaluate the proposals in the context of the requirements laid out, based upon which short-listing shall be done. SHEFEXIL reserves the right to reject the proposal/s not confirming to the documentary requirement specified in the Bid Document.
- (ii) 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.
- (iii) The final short-list of the parties will be prepared based on the following evaluation criteria :

Sl No	Criteria	Max Points / weightage
1	Past Experience of the Agency	60 points
A	Number of years experience 10 – 15 years - Max points 5 points 15 years and above - Max points 10 points	
B	Previous experience in conducting Toxicity studies - Max 15 points	
C	Previous experience in dealing with EU/EFSA requirements - max 20 points	
D	Previous experience in dealing with Shellac or similar natural products used as food additives – max 15 points	25 points
2	Experience of key personnel/Agency	
A	Requisite Qualifications - max 10 points	
B	Relevant Experience - max 10 points	
C	GLP Certification Less than 2 years - max 2 points 2 years and more - max 5 points	15 points
3	Financial Strength of the Company	
A	Average Annual Turnover for last three years Rs 500 to Rs 650 lakhs - max 5 points Rs 650 lakhs - max 7.5 points	
B	Average Profitability for last three years Rs 500 to Rs 1250 lakhs - max 5 points Rs 1250 lakhs - max 7.5 points	
	<b>Total</b>	<b>100</b>

All tenderers securing 50 points or more than 50 points shall be shortlisted for issuance of Request for Proposal ( RFP). In case less than 3 parties are found to have secured 50 points or more than 50 points then SHEFEXIL exercise its discretion to shortlist top five parties irrespective of points secured by them. In case more than one party secures the same mark as the last party shortlisted, all parties securing that mark shall be shortlisted.

22.2 The comparison for evaluations shall be of price of the services offered inclusive of all taxes and levies.

## **23. CONTACTING SHEFEXIL**

23.1 Subject to Clause 20, 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.

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

## **24. AWARD OF CONTRACT**

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

## **25. SHEFEXIL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR 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 effected bidder or bidders on the grounds for SHEFEXIL's action.

## **26. ISSUE OF ADVANCE WORK ORDER OR LETTER OF INTENT (LOI)**

The issue of an advance work order or LOI shall constitute the intention of SHEFEXIL to enter into the Contract with the Bidder. The Bidder shall within 15 days of issue of an advance work order, give his acceptance along with performance security in conformity with Section VIII provided with the Bid documents.

## **27. SIGNING OF CONTRACT**

The issue of Work Order shall constitute the award of Contract on the Bidder. Upon the successful Bidder furnishing of performance security pursuant to Clause 4 of Section III, SHEFEXIL shall discharge the Bid security, pursuant to Clause 12.

## **28. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 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.

Chairman,  
SHEFEXIL, Kolkata

## Application Form

### (Technical Bid)

(To be submitted in a sealed cover along with Comprehensive proposal)

S.No.	Particulars	Description
1	<p>Details of previous experience in conducting Toxicity Studies</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	(Use Format – 3)
4	Detailed list of Additional Services Offered to Support/as extension of Toxicology Studies	(Use Format – 4)
5	Previous experience in dealing with EU/EFSA requirements (Please mention Year, name of the Project, Client, One paragraph about the type of project, year of completion)	(Use Format – 2)
6	Previous experience in dealing with Shellac or similar natural products used as food additives (Please mention Year, Name of the Project, Client, One Para about the type of project, year of completion)	(Use Format – 2)
7	No. of team members, on the payrolls their qualifications (write numbers in the opposite column and attach separate sheet for their experience and qualifications.)	Total a): b): c): d): Others (Use Format – 5)
8	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)
9	Details of Earnest Money Deposit (EMD) : 50,000/- (DD NO. ....dated.....drawn on SHEFEXIL.	

Name of the Firm (with Seal) :

Signature of Authority Signatory :

Name of the Authorized Signatory :

Phone No. :

Fax No. :

Date :

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Format – 1

Detail of previous experience in conducting Toxicity Studies

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 issues related to Shellac/food additive items

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/as extension

of Toxicology Studies

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 Toxicology 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

## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1 APPLICATION:**

The General Conditions shall apply in the contract made by SHEFEXIL for the procurement of Services.

#### **2 STANDARDS:**

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

#### **3 PATENT RIGHTS:**

The Firm 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 in SHEFEXIL.

#### **4 PERFORMANCE SECURITY:**

4.1 The Firm shall furnish performance security to SHEFEXIL for an amount of 10% of contract value within 15 days of Firm's receipt of the Advance Work order.

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

4.3 The performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Section VII.

4.4 The performance Security Bond will be discharged by SHEFEXIL after completion of the Firm's performance obligations including Warranty obligations under the Contract.

#### **5. SERVICE DELIVERY:**

5.1 Delivery of the services and documents shall be made by the Firm in accordance with the terms specified by SHEFEXIL in its schedule of requirements

5.2 The Delivery of the services and documents shall commence immediately on placement of Work order and be valid initially for a period as required for completion of the Scope of Work (To be mentioned clearly by the Bidder).

#### **6. PAYMENT TERMS:**

Payment for the services as mentioned in the Price Schedule will be effected in mutually agreed periodic manner after getting the bills certified by the User Section of SHEFEXIL.

## **7. PRICES:**

7a) Prices charged by the Firm for Services delivered and services performed under the Contract shall not be higher than the prices quoted by the Firm in his bid.

b) In case of revision of Statutory Levies / Taxes during the finalization period of the tender, SHEFEXIL reserves the right to ask for reduction in the prices.

ii) Price once fixed will remain valid for the period of delivery of services. Increase and decrease of taxes/duties will not affect the price during this period except in case of Service Tax.

## **8. SUBCONTRACTS:**

The Firm shall notify SHEFEXIL in writing of all subcontracts awarded if not already specified in his bid. Such notification in his original bid or later shall not relieve the Firm from any liability or obligation under the Contract.

## **9. TIME PERIOD OF WORK:**

The work will be awarded initially for completion of work as per Tier 1. The duration may be varied by the Chairman of SHEFEXIL anytime.

## **10. FORFEITURE, DELAYS, LIQUIDATED DAMAGES:**

Forfeiture of Performance Security

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

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

## **11.0 FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party 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, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries 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 have 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 either party may, at his option terminate the contract.

## **12. TERMINATION FOR DEFAULT**

12.1 SHEFEXIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Firm, terminate this contract in whole or in part.

(a) If the Firm 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.

(b) If the Firm fails to perform any other obligation(s) under Contract; and

(c) If the Firm, in either of the above circumstance(s) does not remedy his failure within a period of 30 days ( or such longer period as SHEFEXIL may authorize in writing) after receipt of the default notice from SHEFEXIL.

12.2 In event SHEFEXIL terminates the contract in whole or in part, pursuant to Para11.1 SHEFEXIL may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Firm shall be liable to SHEFEXIL for any excess cost for such similar services. However, the Firm shall continue performance of the contract to the extent not terminated.

## **13 TERMINATION FOR INSOLVENCY**

SHEFEXIL may at any time terminate the contract by giving written notice to the Firm, without compensation to Firm, if the Firm 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.

## **14 ARBITRATION**

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, SHEFEXIL, Kolkata .The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act,1996.There will be no objection to any such appointment that the arbitrator is a SHEFEXIL Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a SHEFEXIL Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, SHEFEXIL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be titled to proceed from the stage at which it was left out by his predecessors.

14.2 The arbitrator may from time to time with consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act , 1996 and the Rules made there under, and modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3. The venue of the Arbitrator proceeding shall be the office of the Chairman, SHEFEXIL, Kolkata or such proceeding places as the arbitrator may decide.

## **15. SET OFF**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract ay be appropriated by SHEFEXIL or any other person or persons contacting through SHEFEXIL and set of the same against any claim of SHEFEXIL or such other person or persons for payment of a sum of money arising out of this contact made by the contractor with SHEFEXIL or such other person or persons contracting through SHEFEXIL.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the “**Instructions to the Bidders**” as contained in Section II and “**General Conditions of the Contract**” as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of Bids is, if subsequently, declared as holiday by SHEFEXIL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
2. In case where the document of Bid security is not submitted in the manner prescribed under clause 12.1 & 12.3, above, cover containing the Commercial, Technical and Financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UN OPENED.
3. SHEFEXIL reserves the right to disqualify such Bidders who have a record of not meeting contractual obligations against earlier contracts entered into with SHEFEXIL.
4. SHEFEXIL reserves the right to blacklist the Bidder for a suitable period in case he fails to honour his Bid with sufficient grounds.
5. SHEFEXIL reserves the rights to counter offer price(s) against price(s) quoted by any Bidder.
6. Any clarification issued by SHEFEXIL in response to query raised by prospective Bidders shall form an integral part of Bid documents and it may amount to amendment of relevant clauses of the Bid documents.
7. The Firm shall provide services as mentioned in Schedule of requirement in the Tender document.

#### 8. EXPERIENCE:

The Bidder should have capability and experience in as desired in the Application Bid (Technical) :

- i. A minimum of 10 -15 years experience in undertaking chemical analysis and studies on food products contamination, especially naturally grown products. Preference shall be given to those who have experience of dealing with quality requirements for Export shipments of natural products.
- ii. A minimum annual turnover of Rs 500 lakhs during the last three years
- iii. Availability of requisite Subject Matter manpower. The bidder should have at least 2 experienced toxicologist/board certified pathologist in their in house team.
- iv. The bidder should have access and availability of certified and quality animals.

## **9. FORCE MAJEURE**

Neither SHEFEXIL nor the Firm shall be liable to the other for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of SHEFEXIL or the Firm ( as the case may be) including but not limited to fire ( including failure or reductions), acts of God, acts of the public enemy, wars, insurrections, riots, strikes, lock outs, sabotage any law status or ordinance thereof or any other local authority or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than 20 days thereafter notify the other of the commencement; and cessation of such contingency and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

## **10. Termination Clause:**

If SHEFEXIL is not satisfied with the performance of the vendor he should be able to terminate the contract during its current period, after giving 3 months notice to the vendor.



## **SECTION- V**

### **SCOPE AND DESCRIPTION OF WORK**

#### **1. Aims and Objectives of the Survey**

- 1.1 To regain the EU market. The survey should aim to reinstate and grow the contribution of Shellac Exports to EU.
- 1.2 To make a study of Toxicity of Food grade Shellac ( E 904 ) to establish the suitability of Shellac as a safe food additive for the entire EU.
- 1.3 To do a baseline study of Toxicity of Food grade Shellac ( E 904 ) in order to compare the status in future

#### **2. Scope of the Study**

The assignment offered would cover the following on Shellac ( E 904 ) meant for exports into EU as per the call made by European Food Safety Authority (EFSA) on 01.08.2012 :

- a sub-chronic 90-day repeated toxicity in rats in accordance with the OECD Test Guideline 408<sup>3</sup>, limited to dose-range finding.
- for the endpoint genotoxicity an *in vitro* micronucleus test.
- a combined chronic toxicity/carcinogenicity study in rats following the OECD Test Guideline 453 as specified in the previous public call for data.
- a two-generation reproductive toxicity study in rats in accordance with OECD Test Guideline 416, is considered acceptable provided that it is accompanied by the prenatal developmental toxicity study (OECD Test Guideline 414), as specified in the previous public call for data.

# EUROPEAN FOOD SAFETY AUTHORITY

## Call for scientific data on shellac (E 904)

**Published:** 15 February 2012

**Deadline:** 1 June 2012

### Background

According to Article 32 of Regulation (EC) No 1333/2008<sup>1</sup>, all food additives permitted before 20 January 2009 should be subject to a new risk assessment by the European Food Safety Authority (EFSA). The program for the re-evaluation of approved food additives has been set up by Commission Regulation (EU) No 257/2010<sup>2</sup> of 25 March 2010.

In November 2009 EFSA launched a public call for data on miscellaneous waxes permitted as food additives in the EU<sup>3</sup>. The public call for data ended in March 2010 and only limited toxicological data on shellac (E 904) were provided which would not enable EFSA to conclude on the safety of its use as a food additive. The data provided to EFSA and otherwise obtained through literature searches have been evaluated by the ANS Panel and major data gaps have been identified in relation to the following endpoints:

- No data on toxicokinetics are available,
- No data on reproductive and developmental toxicity are available,
- The available data on short-term and subchronic toxicity and genotoxicity are limited,
- The available data on chronic toxicity and carcinogenicity are limited, with important deficiencies in the available studies [i.e. limitations as regards haematology and urinalyses (absence of comparison between treated animals and controls); very limited number of organs evaluated histopathologically].

It is also noted that the data requested by the Scientific Committee for Food (SCF) in the late 1990s (i.e. chromosomal aberration study in vitro, reproduction and teratogenicity studies, description of the material, including impurities, absence of PAHs and/or a specification) have never been submitted.

In order to ensure an effective re-evaluation of shellac (E 904), it is important that EFSA acquires from interested parties all data requested below which are needed for the re-evaluation of the food additive (wax) shellac (E 904). These data might already exist or might need to be generated.

### Overall objective

The purpose of this call for data is to offer all interested parties and stakeholders the opportunity to provide to EFSA the sought data on shellac (E 904), if necessary generating them

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<sup>1</sup> Regulation (EC) No 1333/2008 of the European Parliament and of the Council of 16 December 2008 on food additives.

<sup>2</sup> Commission Regulation (EU) No 257/2010 of 25 March 2010 setting up a program for the re-evaluation of approved food additives.

<sup>3</sup> Call for scientific data on miscellaneous waxes permitted as food additives in the EU. <http://www.efsa.europa.eu/en/dataclosed/call/ans091123b.pdf>.

through commissioning new studies. The data required are in accordance with the Guidance on submission of food additive evaluations by the SCF<sup>4</sup> and are outlined in more detail below.

Interested parties and stakeholders should submit the requested data or provide information that they have commissioned the relevant studies before **1 June 2012**. If the necessary data have not been made available but new studies have been commissioned to obtain the sought data, EFSA will set a new deadline for the submission of these data which will be communicated to the parties commissioning the studies and published on EFSA's website.

In case neither the necessary data nor a commitment to generate the sought data through new studies are provided to EFSA by **1 June 2012**, EFSA will base its re-evaluation of shellac (E 904) on the information available at that date.

### **Information sought**

EFSA kindly asks governments, interested organizations, universities, research institutions, companies and other interested parties to submit the data as mentioned below on shellac (E 904) and with reference to the 2001 guidance of the SCF on submissions for food additive evaluations<sup>4</sup>.

- Usages and use levels of shellac (E 904) when used as a food additive.
- Data on migration of shellac (E 904) into the foods.
- Information on absorption, distribution, metabolism and excretion of shellac (E 904) and based on this information support for the assumption that the experimental animal models used in the toxicity studies are representative for the human situation.
- The nature and fate of the fermentation products of shellac (E 904) formed in the intestinal tract.
- Studies on the subchronic toxicity, genotoxicity, chronic toxicity, carcinogenicity, reproductive and developmental toxicity of shellac (E 904), or a scientific rationale to justify that any of these studies would not be necessary for the risk assessment.

If some of these data do not exist and there is no scientific rationale to justify that they are not necessary for the risk assessment, new studies might need to be commissioned. In this case, the following tiered approach could be considered instead of the more extensive approach defined in the SCF 2001 guidance on food additives:

#### **Tier 1**

If negligible absorption of shellac (E 904) and their intestinal (e.g. micro flora or chemical) breakdown products is demonstrated, at least the following toxicity study should be carried out as a first step.

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<sup>4</sup> Guidance on submission of food additive evaluations by the Scientific Committee on Food, 2001. [http://ec.europa.eu/food/fs/sc/scf/out98\\_en.pdf](http://ec.europa.eu/food/fs/sc/scf/out98_en.pdf)

- 1 A sub chronic toxicity study should normally be conducted for a period of at least 90 days (OECD TG 408)<sup>5</sup> in rodents, modified to include assessment of some additional parameters described in the more recent guideline on repeated-dose 28-day oral toxicity study in rodents (OECD TG 407)<sup>6</sup>. Depending on the effects observed, additional studies might be necessary.

## Tier 2

In case of non-negligible absorption of shellac (E 904) or their intestinal (e.g. microflora or chemical) breakdown products, in addition to the subchronic toxicity described under Tier 1, the following tests are suggested to be conducted.

- 2 An in vivo micronucleus test for the endpoint genotoxicity.
- 3 Studies on chronic toxicity (12 months) and carcinogenicity in the rat, either as separate studies (OECD TGs 452<sup>7</sup> and 451<sup>8</sup>, respectively) or the combined study (OECD TG 453<sup>9</sup>).
- 4 Studies for reproductive and developmental toxicity comprising a prenatal developmental toxicity study (OECD TG 414<sup>10</sup>) in the rabbit and an Extended One-Generation Reproduction Toxicity Study (EOGRTS) (OECD TG 443<sup>11</sup>). A multi-generation study, instead of an EOGRTS, is acceptable, provided that sufficient information on possible neurotoxicity and immunotoxicity is made available.

The content of shellac (E 904) in the test preparation should be clearly specified. It should also be indicated whether the material tested is in accordance with the specifications for shellac (E 904) as defined in Directive 2008/84/EC<sup>12</sup>. The tests should be carried out according to the principles of Good Laboratory Practice (GLP) described in Directives 2004/9/EC<sup>13</sup> and 2004/10/EC<sup>14</sup> and accompanied by a statement of GLP compliance.

## Process of the Call for data

The data mentioned above or the information that the corresponding studies have been commissioned and new data will be generated needs to be submitted to EFSA electronically by **1 June 2012** at the latest.

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<sup>5</sup> OECD Guidance 408. Repeated dose 90-day oral toxicity study in rodents. <http://www.oecd-ilibrary.org/docserver/download/fulltext/9740801e.pdf?expires=1326711176&id=id&accname=freeContent&checksum=0ABAF94C984D0E0C5C68AFCB39B2D184>

<sup>6</sup> OECD Guidance 407. Repeated dose 28-day oral toxicity study in rodents. <http://www.oecd.org/dataoecd/17/52/1948386.pdf>

<sup>7</sup> OECD Guideline 452. Chronic toxicity studies. <http://www.oecd.org/dataoecd/30/44/41753317.pdf>

<sup>8</sup> OECD Guideline 451. Carcinogenicity studies. <http://www.oecd.org/dataoecd/30/46/41753121.pdf>

<sup>9</sup> OECD Guideline 453. Combined chronic toxicity/carcinogenicity studies. <http://www.oecd.org/dataoecd/55/19/41362977.pdf>

<sup>10</sup> OECD Guideline 414. Prenatal developmental toxicity study. [http://www.oecd-ilibrary.org/environment/test-no-414-prenatal-development-toxicity-study\\_9789264070820-en](http://www.oecd-ilibrary.org/environment/test-no-414-prenatal-development-toxicity-study_9789264070820-en)

<sup>11</sup> OECD Guideline 443. Extended one-generation reproductive toxicity study. [http://www.oecd-ilibrary.org/environment/test-no-443-extended-one-generation-reproductive-toxicity-study\\_9789264122550-en](http://www.oecd-ilibrary.org/environment/test-no-443-extended-one-generation-reproductive-toxicity-study_9789264122550-en)

<sup>12</sup> Commission Directive 2008/84/EC of 27 August 2008 laying down specific purity criteria on food additives other than colours and sweeteners. OJ L 253, 20.9.2008, p. 1.

<sup>13</sup> Directive 2004/9/EC of the European Parliament and of the Council of 11 February 2004 on the inspection and verification of good laboratory practice (GLP) OJ L 50, 20.2.2004, p. 28–43.

<sup>14</sup> Directive 2004/10/EC of The European Parliament and of the Council of 11 February 2004 on the harmonisation of laws, regulations and administrative provisions relating to the application of the principles of good laboratory practice and the verification of their applications for tests on chemical substances OJ L 50, 20.2.2004, p. 28–43.

Based on the timeframe of the commissioned studies the new deadline for submission of these data will be communicated by EFSA to the parties commissioning the studies and generating the data and published on EFSA's website.

The interested parties are invited to contact EFSA for further clarification if required.

### **Confidentiality and unpublished data**

Specific issues relating to confidentiality of the data provided should be discussed between the owners and EFSA on the basis of the justifications provided by the data owners. In application of Article 8.4 of Regulation 257/2010, following a proposal from EFSA, the Commission will decide after consulting the interested business operator and/or the other interested parties which information may remain confidential and shall notify EFSA and the Member States accordingly.

### **Correspondence**

Please send all electronic correspondence, including enquiries to:

**[foodadditives@efsa.europa.eu](mailto:foodadditives@efsa.europa.eu)**

### **Hard copies can also be sent to the address below:**

Food Ingredients and Packaging Unit, Food Additives European Food Safety Authority  
Via Carlo Magno 1/a, 43126 Parma Italy



## SECTION VII

### PERFORMANCE SECURITY BOND FORM

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 Vanijya Bhavan, 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 till (period to be mentioned). 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 :

of:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**Performa For 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
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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. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

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.

PRE-STAMPED RECEIPT  
**FOR REFUND OF EARNEST MONEY DEPOSIT**

Received with thanks from Accounts Assistant, SHEFEXIL, C/o Chairman SHEFEXIL, Kolkata, a sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only), towards the refund of earnest money deposit paid in respect of the tender for conducting Toxicity study for Shellac.

Date:

Signature of Bidder

( on one-rupee revenue stamp)

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION VIII**

**PRICE SCHEDULE**

**(Commercial Bid)**

Sl.	Description of Work	Amount (in Rs.) per sample
1	Toxicity Study for Shellac (E904) for SHEFEXIL	In figures Rs. _____  In words Rupees

Signature of the Bidder along with seal.

Notes:

1. Rates are quoted as inclusive of all prevailing taxes except for Service tax which will be charged as applicable at the time of providing services.