

**RAIPUR SAHAKAI DUGDH UTPADAK SANGH LIMITED (RSDUSL),  
PO. B.M.Y. CHARODA, DIST. DURG (C.G.) 490025**

RDS/ENGG-PUR/RKVY/13-14/ 4465

Date: 23.01.2013

**Invitation For Bid(IFB)**

**Purchase of Dairy Equipment and Up gradation of exiting plant**

Sealed tenders are invited from the eligible bidders/suppliers who have experience of designing & installation of Dairy Plant and supply of various dairy- equipments and also having experience of repairs, fabrication, renovation, modification up gradation work with minor civil works in existing plant machineries on Turn Key basis.

(1)	(2)	(3)	(4)	(5)	(6)
Estimated Cost (Rs.)	EMD (Rs.)	Duration of work	Sale of Tender document	Last Date for Tender submission	Opening of Tender
200.00 Lakh (for Dairy Plant Charoda, Dist: Durg)	<b>6.00 Lakh</b>	Six months (Maximum)	Till <b>25.02. 2013</b> Upto 16.00 IST	26.02. 2013 up to 15.00 IST.	26.02. 2013 at 16.00 IST.

The bidders/tenderers should have turnover of Rs. 2.00 crores in last 3 years and must have completed at least one order of similar nature valuing not less than Rs. 50.00 lakh. Detail information in connection to supply of machine/equipment, renovation, upgradation, repairing and minor civil works (as mentioned above) are given in the respective Bidding/ tender document. Each tender must accompany with Earnest Money in the form of Crossed Demand Draft drawn in favor of **Raipur Sahakari Dugdh Utpadak Sangh Limited payable at Raipur**. Please note that the Technical bid and financial bid should be in separate envelop and these envelop should be kept in big size envelop.

The bid/tender document for Dairy plant, Charoda, Durg may be purchased, in person, by interested bidders/tenderers on submission of a written application (in duplicate) on payment of **Rs 5000/- each** in Cash or in the form of Demand Draft from a Nationalized Bank in favor of Raipur Sahakari Dugdh Utpadak Sangh Ltd, payable at Raipur during office hours (11:00 to 16:00 hours) on all working days. If desired through Post/courier then Rs.500/- shall be charged extra for each document. Raipur Sahakari Dugdh Utpadak Sangh Ltd (RSDUSL) will not be responsible for any delay in receipt of bid/ tender document sent by mail/courier. The bids/ tenders have to be submitted at Raipur Sahakari Dugdh Utpadak Sangh Ltd. B.M.Y., Charoda Dist. Durg (C.G.). Managing Director reserves the right to accept/reject any or all bids/ tenders or its part without assigning any reason thereof. Tender documents can be down loaded from web site <http://ahd.cg.gov.in> and the cost of tender/bid document Rs. 5,000/- each will have to be deposited in cash/ DD at the time of tender submission.

**MANAGING DIRECTOR**

**Tender**  
For  
**Supply, Installation &  
Commissioning  
of  
Equipments  
For  
Milk Processing Plant  
At  
URLA, DURG**

**Tender Ref. No : RDS/ENGG-PUR/RKVY/13-14/4465**

**RAIPUR SAHAKARI DUGDH UTPADAK SANGH LIMITED  
CHHATTISGARH**

**ISSUE LETTER OF TENDER DOCUMENT FOR SUPPLY, ERECTION,  
AND COMMISSIONING OF VARIOUS EQUIPMENTS FOR MILK  
PROCESSING PLANT AT URLA, DIST:DURG (CHHATTISGARH)**

This tender document set is issued to:

Name of the Tenderer:

Address of the Tenderer:

The fee for this set of tender document is Rs 5000 /- (Rupees Five Thousand only)

Date of sale of Tender document vide receipt No.....Dated.....

For and behalf

Authorized Signatory

( )

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# **Section 1**

## **Invitation For Bid**

## Invitation For Bid (IFB)

<b>Name of the project</b>	<b>SUPPLY, ERECTION &amp; COMMISSIONING OF EQUIPMENTS FOR MILK PROCESSING PLANT AND RELEVANT CIVIL WORK AT BMV CHARODA, DURG (C.G.)</b>	
<b>Address</b>	<b>RAIPUR SAHKARI DUGDH UTPADAK SANGH LIMITED (RSDUSL). URLA, PO: B.M.Y. CHARODA, Dist: DURG, CHATTISGARH - 490025</b>	
<b>Bid Reference</b>	<b>RDS/ENGG-PUR/RKVY/13-14/4465</b>	
<b>Description</b>	Supply (FOR Site basis including Unloading), Erection, Renovation, up gradation & Commissioning of various equipment For Milk Processing Plant At Urla, Dist:Durg (Chhattisgarh) on turnkey basis .	
Estimate	(In Rs. Lakh)	200.00
EMD		6.00
Duration (months)	6 Months	
Bidding Document Sale	Start	As per Tender Notice
	Stop	As per Tender Notice
Last Date & Time of Bid	Close	As per Tender Notice
	Tender Opening	As per Tender Notice
Contact Person	<b>Dr. S. S. Gaharwar Managing Director PO: Kumhari Dist: Durg , Chhattisgarh E Mail: rds.raipur@indiatimes.com</b>	
Tender Document Price	Rs. 5,000.00 Thousand Only / -	
Date of Pre-bid Meeting		

### Eligibility Criteria

- 1.1 The Bidder/Supplier should have experience of designing & installing dairy plant equipment and relevant civil work. The bidders/tenderers should have turnover of Rs. 2.00 crores in last 3 years and must have completed at least one order of similar nature valuing not less than Rs. 50.00 lakh.

1.1 Purchase of Bidding Document

2.1 The bid document may be purchased, in person from address mentioned above, by interested bidders on submission of a written application (in duplicate) and payment of non-refundable price of the bid document as mentioned above in the form of Demand Draft from a Nationalized Bank in favor of RAIPUR SAHKARI DUGDH UTPADAK SANGH LIMITED, payable at RAIPUR (C.G.) as above during office hours (10:00 to 16:00) on all working days (Monday to Saturday, except public holiday).

2.2 If the document is desired through mail (Courier only), additional Rs. 500/- should be send by DD. (RSDUSL) shall not take responsibility for any delay in receipt of the bid document sent by mail.

2.3 In case of E tender, the tender shall be available from the website as mention in tender notice appearing in the news paper. (in that case clause no 2.1 & 2.2 are not applicable). However bidder shall deposit tender document cost at the time of submission of tender / bid.

**Submission of Bid**

3. The bidder who purchase the bidding document is eligible for submission of bids in their name only.

**Bid Security**

4.1 Each bid must be accompanied by bid security (Earnest Money Deposit – EMD) in the form specified in the bidding document. The bids not accompanied with EMD shall be summarily rejected. The bid security shall be denominated in Indian Rupees of value as specified and shall be in the form of Bank Guarantee from Nationalized or Scheduled Banks or Demand draft in favor of purchaser payable at place mentioned in Invitation For Bid.

The Bid security may be forfeited if

- ❖ A bidder or supplier withdraw its bid during the period of bid validity specified by the bidder/ supplier on the bid form.
- or
- ❖ In case of successful bidder/ supplier, if the bidder/ supplier fails to sign the contract.

**Rights Reserved by Managing Director (RSDUSL).**

5.1 Managing Director (RSDUSL), at has sole discretion and without assigning any reason thereof, reserves the right to accept and / or reject the whole or part of any or all the bids received.

**Validity**

The offer should be valid for 90 days from the date of tender opening.

SD/-  
**Managing Director**  
**(RSDUSL)**

## **Section 2**

# **Instructions to Bidder/Suppliers**



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**1. Cost of Bidding**

- 1.1.1 The Bidder/Supplier shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/The Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2. Contents of Bidding Document**

- 2.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Document. The contents of the Bidding Document are organized in sections as given in the Table of Contents at the beginning of this document.
- 2.2 The Bidder/Supplier is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect will be at the Bidder/Supplier's risk and may result in the rejection of its bid.

**3. Clarification of Bidding Document**

- 3.1 A prospective Bidder/Supplier requiring any clarification on the Bidding Document may notify the Purchaser in writing by fax/ e mail at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification on the Bidding Document, which it receives not later than 7 days prior to the deadline for the submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidder/Suppliers, which have received the Bidding Documents. However, the Bidder/Suppliers cannot consider delay in receipt of clarifications, as a cause for requesting extension in the due date of submission of the bids.

**4. Amendment of Bidding Document**

- 4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/Supplier, modify the Bidding Document by amendment.
- 4.2 The amendment will be notified in writing or by fax or e mail to all prospective Bidder/Suppliers, which have received the Bidding Documents and will be binding on them. The amendment will be attached to the bidding document sold subsequently.
- 4.3 In order to afford prospective Bidder/Suppliers reasonable time, in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

**5. Language of Bid**

- 5.1 The Bid prepared by the Bidder/Supplier and all correspondence and documents relating to the bid exchanged by the Bidder/Supplier and the Purchaser shall be written in the **English language**. Any printed literature furnished by the Bidder/Supplier may be written in another language so long as **accompanied by an English translation** of its pertinent passages in which case, for the purposes of interpretation of the bid, the English translation shall govern.

**6. Documents Comprising the Bid**

- 6.1 The bid prepared by the Bidder/Supplier shall comprise the following Components:
- A Bid Form and a Price Schedule completed in accordance with Clauses 7 & 8.
  - Documentary evidence established in accordance with Clause 9 that the Bidder/Supplier is qualified to perform the contract if its bid is accepted.
  - Bid shall be submitted in original & duplicate copy having Technical & Financial bids in separate envelop.

- Documentary evidence established in accordance with Clause 10 that the goods and ancillary services to be supplied by the Bidder/Supplier conform to the Bidding Document.
- Bid security (Earnest Money Deposit) furnished in accordance with Clause 11 along with the bid security details form.
- A statement of deviation and exception to the provision of bidding documents.

**7. Bid Form**

- 7.1 The Bidder/Supplier shall complete the Bid Form and appropriate Price Schedule furnished in the Bidding Document, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

**8. Bid Prices**

- 8.1 The Bidder/Supplier shall indicate on the appropriate Price Schedule attached to this document the total bid prices of the goods it proposes to supply, install and commission under the contract. To this end, the Bidder/Suppliers are allowed the option to submit bids for anyone or more packs specified in the "Schedule of Requirement" and to offer discounts for combined packs. However, Bidder/Suppliers must submit a bid for the complete requirement of goods and services specified under each pack, failing which, such bids will not be taken into account for evaluation & comparison and will not be considered for award.

- 8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all customs duties and other duties, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex-factory or on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- Any excise duty (Customs Duty, Countervailing Duty etc. for import) applicable and payable on the goods along with tariff numbers and the details of classification of the goods, if this contract is awarded AS A PERCENTAGE OF EX-WORKS PRICE or otherwise indicating clearly in the price schedule format given.
- Any sales and other taxes applicable, which will be payable on the goods if this Contract is awarded AS A PERCENTAGE OF EX-WORKS, packed including ED PRICE or otherwise indicating clearly in the price, schedule format given.
- Charges for packing and forwarding, inland transportation, insurance and other local costs incidental to delivery of the goods to their destination; AS A PERCENTAGE OF EX-WORKS PRICE or otherwise indicating clearly in the price schedule format given.
- The cost of installation and commissioning as described in the technical specifications and in accordance with Special conditions of Contract with regard to erection, testing and putting the equipment into satisfactory operations, including successful completion of performance and guarantee tests to be performed at the destination by Bidder/Supplier and AS A PERCENTAGE OF EX-WORKS PRICE or otherwise indicating clearly in the price schedule format given.
- The cost of incidental services listed in Clause 7 of Special Conditions of Contract AS PERCENTAGE OF EX-WORKS PRICE or otherwise indicating clearly in the price schedule format given.

- 8.3 The Bidder/Supplier's separation of price components in accordance with above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

**9. Price Adjustment**

Not applicable for this inquiry

**10. Bid Currency**

Prices shall be quoted in Indian Rupees only for the goods and services, which the Bidder/Supplier will supply if a contract is awarded against this invitation for bid. For import, ceiling amount in respective currencies should be mentioned along with exchange rates considered. The price adjustment shall be allowed on account of any changes in the landed cost due to variation in the Exchange rates and / or Customs Duty (combined effect). For arriving at the variation in landed cost, the actual invoice value (from the foreign supplier) with bank certificate for Exchange Rates & bill of entry for Customs Duty paid has to be submitted as supporting documents. However, such changes shall be allowed only within the ceiling amount quoted and within the period of the contract. The variation will be worked out on the difference between Customs Duty rate / exchange rate mentioned in the Bid and the actual respective rates levied during the time of actual imports multiplied by the actual CIF value and not the ceiling value. All claims shall be against the supporting documents.

**11. Documents Establishing Bidder/Supplier's Experience and Qualifications**

11.1 Pursuant to Clause 7 the Bidder/Supplier shall furnish, as part of its bid, documents establishing the Bidder/Supplier's qualifications to perform the Contract if its bid is accepted. The Bidder/Supplier should also give information in the format attached to the Bidding Document.

- The documentary evidence of the Bidder/Supplier's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction
- That in the case of a Bidder/Supplier offering to supply goods and services under the Contract which the Bidder/Supplier did not manufacture or otherwise produce, the Bidder/Supplier has been duly authorised by the goods' manufacturer or producer to supply the goods. The bid shall include manufacturer's authorisation form given in the bidding documents.
- That the Bidder/Supplier has the financial, technical and production capability necessary to perform the Contract. To ascertain this, all bids submitted shall include the information as per the pro forma along with qualification application (Table 1, 2 & 3)
- Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc;
- Details of experience and past performance of the Bidder/Supplier on equipment offered and those of similar nature within the period specified in IFB and details of current contracts in hand and other commitments.
- Major items of plant and equipment available/ installed in the Bidder/Supplier's factory premises.
- Qualification and experience of key personnel for successful execution of the contract.
- Reports on financial standing of the Bidder/Supplier such as profit and loss statements, balance sheets and, auditor's report of the past three years, bankers' certificates etc.
- Information regarding any current litigation in which the Bidder/Supplier is involved

11.2 Bidder/Suppliers who meet the criteria given above are subject to be disqualified if they have made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failures etc.

## 12. Documents Establishing Goods' Conformity to Bidding Document

12.1 Pursuant to **Clause 6** the Bidder/Supplier shall furnish, as part of its bid, documents establishing the conformity to the Bidding Document of all goods and services, which the Bidder/Supplier proposes to supply under the Contract.

- The documentary evidence of the goods' and services' conformity to the Bidding Document may be in the form of **literature, drawings and data**, and shall furnish:
  - A detailed description of the goods' essential technical and performance characteristics
  - A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods' use by the Purchaser; and
  - A **clause-by-clause commentary on the Purchaser's Technical Specifications** demonstrating the goods and services' substantial responsiveness to those specifications or a statement of **deviations and exceptions** to the provisions of the Technical Specifications.

12.2 The purposes of the commentary to be furnished pursuant to above, the Bidder/Supplier shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be **descriptive only and not restrictive**. The Bidder/Supplier may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

## 13. Bid Security / Earnest Money Deposit

13.1 Pursuant to Clause 6 the Bidder/Supplier shall furnish, as part of its bid, bid security (Earnest Money Deposit) as specified in the the invitation For Bid (IFB). EMD shall be retained for 90 days bearing no interest. Any amount of money deposited in RSDUSL under any head at anytime shall not be consider as EMD against this tender. EMD of successful bidder/supplier shall be released only after completion of supply, erection, commissioning and satisfactory trial run.

13.2 The bid security / earnest money deposit is required to protect the purchaser against the risk of Bidder/Supplier's conduct, which would warrant the security forfeiture.

- The bid security / earnest money deposit shall be denominated in Indian Rupees of value as specified and shall be in the form of BG or a Demand draft in favour of address mentioned in "Invitation for Bid", payable at bid address only.
- Requisite EMD should be in separate envelop similarly technical specification duly signed will be in separate envelop and rates shall be separate envelop, these all envelopes shall be kept in single envelop.
- EMD shall be in the form of demand draft drawn in favour of RAIPUR SAHKARI DUGDH UTPADAK SANGH LTD payable at RATPUR (C.C.).

- 13.3 Any bid not accompanied with bid security in accordance with clause 13.1 and 13.2 above will be rejected by the RSDUSL as non-responsive.
- 13.4 Unsuccessful Bidder/Suppliers' bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the RSDUSL. The successful Bidder/Supplier's bid security will be discharged upon the Bidder/Supplier's executing the Contract agreement on acceptance of the order & furnishing the performance security, pursuant to Clause 29.
- 13.4 The bid security may be forfeited:
- If a Bidder/Supplier withdraws its bid during the period of bid validity specified by the Bidder/Supplier on the Bid Form; or
  - In the case of the successful Bidder/Supplier, if the Bidder/Supplier fails:
    - To sign the Contract in accordance with Clause 27
    - To furnish performance security in accordance with Clause 28
- 14. Period of Validity of Bids**
- 14.1 Bids shall remain valid for 90 days after the last date of submission of the bids prescribed by the Purchaser, pursuant to Clause 16. A bid valid for a shorter period may be rejected by the purchaser as non-responsive.
- 14.2 In exceptional circumstance, the Purchaser may prior to expiry of the initial validity period, solicit the Bidder/Suppliers' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email/fax). The bid security provided under Clause 11 shall also be suitably extended. A Bidder/Supplier may refuse the request without forfeiting its bid security. A Bidder/Supplier granting the request will not be required nor permitted to modify its bid.
- 15. Format and Signing of Bid**
- 15.1.1 The Bidder/Supplier shall prepare two copies of the bid, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. This "Original" and "Copy" bid both should have Technical and Financial bid in separate envelop.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder/Supplier or a person or persons duly authorized to bind the Bidder/Supplier to the Contract. Written power-of-attorney must accompany the Bid to indicate the authorization. The person or persons signing the bid shall initial all pages of the bid, except for laminated printed literature.
- 15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder/Supplier, in which case, the person or persons signing the bid shall initial corrections.
- 16. Sealing and Marking of Bids**
- 16.1 The Bidder/Suppliers shall seal the original and each copy of the bid in an outer envelope, duly marking the envelopes as "Original" and "Copy."
- 16.2 All the inner and outer envelopes shall be addressed to the Purchaser and must bear the Invitation for Bids (IFB) reference number.
- 16.3 All the envelopes should bear the word "DO NOT OPEN BEFORE (The time and date of opening as specified).

16.4 The inner envelopes shall indicate the name and address of the Bidder/Supplier to enable the bid to be returned unopened in case it is declared "late."

16.5 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by the Purchaser and returned to the Bidder/Supplier.

**17. Deadline for Submission of Bids**

17.1 The Purchaser at the address specified must receive bids not later than the time specified for receipt of the bids.

17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in accordance with Clause 4 above in which case all rights and obligations of the Purchaser and Bidder/Suppliers previously subject to the deadline will thereafter be subject to the deadline as extended.

17.3 No e mail/ telephonic/ fax bids shall be considered. However, any amendment sent by e mail or fax to the bid already submitted/ received shall be considered provided it is received before the due date and time of opening of the bids and it is confirmed in writing by post.

**18. Late Bids**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant of Clause 15 will be rejected and returned unopened to the Bidder/Supplier.

**19. Modification and Withdrawal of Bids**

19.1 The Bidder/Supplier may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

19.2 The Bidder/Supplier's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 15. A withdrawal notice may also be sent by fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder/Supplier on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder/Supplier's bid security, pursuant to Clause 12.

**20. Opening of Bids by Purchaser**

20.1 The Purchaser will open the bids/ e-tender, in the presence of the Bidder/Suppliers' representatives who choose to attend, at the time and date specified in the Invitation for bids, at the office of the purchaser. The Bidder/Suppliers' representatives who are present shall sign a register/ form evidencing their attendance. Purchaser will first scrutinize the Technical bid if it is found in order then Financial bid shall be opened.

20.2 In case of single bid system (Technical + Commercial), the Bidder/Suppliers' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announce during the opening of the bids.

This clause is not applicable for two bid system. In this case name of bidder and EMD details shall be disclosed.

**21. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder/Suppliers for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**22. Preliminary Examination**

22.1 The Purchaser will examine 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,
- Whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder/Supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 Prior to the detailed evaluation, pursuant to Clause 21, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Document. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 If the prices of certain components/sub assemblies/spare parts are not included, the Purchaser will load the offer with the cost of these in evaluation if goods/equipment/plant is functional. If the Purchaser considers that without these the goods/equipment is not functional, then the bid will be treated as incomplete and non-responsive.

22.5 To facilitate loading incomplete bids, the highest cost of such components offered by other Bidder/Suppliers or the estimated cost of such components in the opinion of the Purchaser or other Purchases similarly made based on past experience shall be considered for loading incomplete bids.

22.6 In case the bid is invited for the complete job of design, supply, installation and commissioning of the equipment/plant, the incomplete or part bids submitted by any Bidder/Supplier may not be considered for evaluation and may be liable for rejection.

22.7 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder/Supplier by correction of the nonconformity.

22.8 The Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the Bidder/Supplier.



**23. Evaluation and Comparison of Bids**

- 23.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 21. No bid will be considered if the complete requirement covered under this work is not included in the bid. However, the discounts offered by the Bidder/Suppliers, if any, will be taken into account in the evaluation of bids so as to determine the bid offering the lowest evaluated cost for the Purchaser in deciding award of contract/s.
- 23.2 The Purchaser's evaluation of a bid will include and take into account, in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder/Supplier. Also, applicable Excise Duty payable by the Purchaser will be added to the bid price for evaluation.
- 23.3 The comparison shall be of free delivery at site basis including unloading and inclusive of all taxes (sales, works contract etc.) and duties (customs, countervailing, excise etc.) of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components & raw material incorporated in the goods as well as taxes & duties payable on finished goods and the installation and commissioning costs as per the provisions in the technical specification.
- 23.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price and the price of incidental services, the following factors, in the manner and to the extent indicated in this Clause 22 and in the Technical Specifications:
- Cost of inland transportation, insurance and other costs within India incidental to delivery of the goods to their final destination and applicable excise duty payable by the Purchaser;
  - Delivery schedule offered in the bid.
  - The cost of components and service;
  - The availability of spare parts and after-sales services for the equipment offered in the bid.
  - Deviation in payment schedule from that specified in the Special Conditions of Contract
  - The quality and adaptability of the equipment offered.
  - The performance and productivity of the equipment offered
- 23.5 Pursuant to above of Clause 22, the following evaluation methods will be followed:
- Inland Transportation, ex-factory/ Insurance and Incidentals: For the goods offered, the Bidder/Suppliers must quote separately for inland transportation, insurance and other incidentals for delivery of goods to the project site as stated in Clause 8.
  - Delivery Schedule: The Purchaser desires to have delivery of the goods covered under the invitation, at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site/ destination should be calculated for each bid after allowing for reasonable transportation time.
  - Bidder/Suppliers shall state their bid price for the payment schedule outlined in the Special Conditions of Contract. Bids will be evaluated on the basis of this base price.

- The goods/ plant offered shall have the guaranteed performance with regard to the rated capacity and operating parameters specified in the technical specifications related to Process performance and consumption guarantees.

23.6 If it is found that any Bidder/Supplier for any reason indicates impractical or impossible data to arrive performance guarantees, such data shall be corrected and all the calculations shall be based on the data furnished by the highest Bidder/Supplier for the purpose of comparison.

**24. Contacting the Purchaser**

24.1 Subject to Clause 21, **no Bidder/Supplier shall contact the Purchaser** on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

24.2 Any effort by a Bidder/Supplier to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder/Supplier's bid.

**25. Post-qualification**

25.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder/Supplier selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

25.2 The determination will take into account the Bidder/Supplier's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder/Supplier's qualifications submitted by the Bidder/Supplier, pursuant to Clause 11 as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder/Supplier. A negative determination will result in rejection of the Bidder/Supplier's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder/Supplier's capabilities to perform satisfactorily.

25.4 Subject to Clause 26, the Purchaser will award the contract to the successful Bidder/Supplier whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder/Supplier is determined to be qualified to perform the contract satisfactorily.

**26. Right to Vary Quantities at the Time of Award**

The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to 15% (Fifteen percent) the quantity of goods and services specified in the Schedule of Requirements without any change in unit rates as specified in the price break – up or other terms and conditions.

**27. Right to Accept any Bid and to Reject Any or All Bids**

The Purchaser 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 thereby incurring any liability to the affected Bidder/Supplier or Bidder/Suppliers or any obligation to inform the affected Bidder/Supplier or Bidder/Suppliers of the grounds for the Purchaser's action.

**28. Notification of Award**

28.1 Prior to expiration of the period of bid validity, the Purchaser may notify the successful Bidder/Supplier in writing by registered letter or by cable or fax to be confirmed in writing by registered letter, that its bid has been accepted.

- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder/Supplier's acceptance of the Purchase Order and signing of the contract agreement, the Purchaser will promptly notify each unsuccessful Bidder/Supplier and will discharge its bid security.

**29. Signing of Contract**

- 29.1 At the same time as the Purchaser notifies the successful Bidder/Supplier that its bid has been accepted, the Purchaser will send the Bidder/Supplier the Contract Form /Purchase Order incorporating all agreements between the parties.
- 29.2 Within 30 days of receipt of the Contract, the successful Bidder/Supplier shall return the duplicate copy of the Order duly signed and sealed in token of acceptance of the order to the Purchaser.

**30. Performance Security**

- 30.1 Within 30 of the receipt of the notification of award, the successful Bidder/Supplier shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Document or another form acceptable to the Purchaser.
- 30.2 Failure of the successful Bidder/Supplier to comply with requirement of Clause 28 or Clause 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder/Supplier or call for new bids.

**31. Import License**

For the goods of foreign origin, if any, offered on CIF Mumbai Port basis, the import license shall have to be arranged by the Purchaser and the details of such license shall be notified to the successful bidder. In case of goods offered from within India and for which a contract is awarded, if any import is required the license shall be arranged by bidders themselves.

**32. Turn-key Contract**

All the Bidder/Suppliers should quote for the design, supply, installation, testing and commissioning of equipment as detailed in this bidding document on turn-key basis within the scope specified in the technical specification. The Purchaser shall, however, be at liberty to award the contract for the part or whole of the work.

**33. Break-up prices**

All the Bidder/Suppliers shall furnish the cost separately for the supply and installation/commissioning along with detailed cost break-up (item-wise), which will be applicable for progressive payments. Items and works for which no break-up price is furnished by the Bidder/Supplier will not be paid for by the Purchaser when supplied/executed and shall be deemed covered by other break-up prices. Such break up cost should be based on ex-works cost and percentage of ex-works cost should be indicated separately for packing and forwarding, transportation, insurance and other incidental charges, erection, and commissioning on percentage basis for each item.

**34. Delivery Schedule of items**

Bidder/Suppliers should submit a detailed item wise delivery schedule keeping in view the completion period of the contract. Such items shall be grouped under monthly delivery

schedule with total value of such items. This will facilitate for ensuring the cash flow requirement for the project.

**Table 1**  
**Check List of Bid Submission**

<b>SN</b>	<b>Requirement</b>	<b>Tick (E)</b>
1	Bid Form on your letterhead	
2	Qualification Application and supporting	
3	Price schedule summary sheet and item wise break-up sheet	
4	Manufacturers' Authorisation Form	
5	Technical Deviation Statement form	
6	Commercial Deviation Statement form	
7	Bid Security (Earnest Money Deposit)	
8	Power-of-attorney for authorised signatory	

## **Section 3**

# **General Conditions of Contract**

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**1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- 1.2 "The Contract" means the agreement entered into between the Purchaser and the Bidder/Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "The **Contract Price**" means the **price payable** to the Bidder/Supplier under the Contract for the full and proper performance of its contractual obligations.
- 1.4 "The **Goods**" means all of the equipment, machinery, and/or other materials, which the Bidder/Supplier is required to supply to the Purchaser under the Contract.
- 1.5 "**Services**" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Bidder/Supplier covered under the Contract.
- 1.6 "The **Purchaser**" means the Organization purchasing the Goods and services and would include the term "**Owner**".
- 1.7 "The **Bidder/Supplier**" means the individual or firm supplying the Goods and services under this Contract would include also the terms "**contractor**" or "**Bidder/Supplier**".
- 1.8 **Engineer-in-charge** means the Engineer designated as such or other Engineer appointed from time to time by the Purchaser and notified in writing to the Bidder/Supplier to act as Engineer-in-charge for the purposes of contract.

**2. Application**

- 2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**3 Definition of Country of origin**

- 3.1 For purpose of this Clause "**origin**" means the **place** where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Bidder/Supplier.

**4 Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the latest Indian Standards.

**5. Use of Contract Documents and Information**

- 5.1 The Bidder/Supplier **shall not**, without the Purchaser's prior written consent, **disclose the Contract**, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder/Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Bidder/Supplier **shall not**, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.



5.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder/Supplier's performance under the Contract if so required by the Purchaser.

## 6 Patent Rights

6.1 The Bidder/Supplier shall **indemnify the Purchaser** against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

## 7. Performance Security

7.1 The Bidder/Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to the Purchaser as **compensation for any loss** resulting from the Bidder/Supplier's failure to complete its obligations under the Contract.

7.3 The **Performance Security** shall be denominated in **Indian Rupees** and shall be in one of the following forms:

- **A bank guarantee issued by a Nationalized Bank in India and in the form provided in the Bidding Document. Such bank guarantee shall be valid till the expiry of the warranty period.**
- **Demand Draft from a Nationalised Bank in favour of purchaser payable at place mentioned in Invitation for Bid. No interest shall be paid on the security deposit, which shall be retained till the completion of the warranty period.**

7.4 The performance security will be discharged by the Purchaser and returned to the Bidder/Supplier not later than 30 days following the date of completion of the Bidder/Supplier's performance obligations, including any warranty obligations, under the Contract.

## 8 Inspection and Tests

8.1 The Purchaser or its representative shall have the **right to inspect** and/or test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Bidder/Supplier in writing of the identity of any representatives, if retained for these purposes.

8.2 The inspections and tests may be conducted on the date of delivery and/or at the Good's final destination. Where conducted on the premises of the Bidder/Supplier or its subcontractors(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. In case of any defects or deficiency notified by the Purchaser's inspection authority, the Bidder/Supplier will rectify and make good the same without delay and not proceed with further processing of such item(s) of Goods without obtaining approval from the inspection authority.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Bidder/Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.

8.5 Nothing in **this clause** shall in any way release the Bidder/Supplier from any warranty or other obligations under this Contract.

## 9 Packing and Marking

9.1 The Bidder/Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to **Clause 18**, in any subsequent instructions ordered by the Purchaser.

9.3 Each package shall be marked to indicate a) Name of the Bidder/Supplier, b) Details of items in the package, c) Name of the Consignee, d) Purchase Order Number, e) Gross, net and tare weights of the item, f) Destination.

## 10. Delivery and Documents

10.1 Delivery of the goods shall be made by the Bidder/Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and the Special Conditions of Contract. For the purpose of the Contract, "**FOB**", "**C&F**", "**CIF**", "**FOR Destination**", "**Free delivery at site**" and other trade terms used to describe the obligations of the parties shall have the meanings as per the common trade practices.

## 11. Insurance

11.1 The goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Where the Purchaser requires delivery of the Goods on free delivery at site basis; the Bidder/Supplier shall arrange and pay for marine insurance naming the Purchaser as the beneficiary. The Bidder/Supplier shall provide a copy of the insurance policy along with invoice to the Purchaser who will make arrangements to extend the validity of the policy, if necessary. The Bidder/Supplier shall initiate and pursue claim till settlement and promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

## 12. Transportation

12.1 The Bidder/Supplier is required under the Contract to deliver the Goods FOR destination, specified in the Schedule of Requirement. Transport of the Goods, up to the destination shall be arranged and paid for by the Bidder/Supplier and the cost thereof shall be included in the Contract Price. Where the Bidder/Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Bidder/Supplier shall be required to meet all transport and storage expenses until delivery. In all the above cases, transportation of the Goods after delivery shall be the responsibility of the Purchaser.

## 13. Incidental Services

13.1 As specified in the Special Conditions of Contract, the Bidder/Supplier shall be required to provide any or all of the following services:

- Performance or supervision of on-site assembly and/ or start-up of the supplied Goods;
- Furnishing of tools required for assembly and/or maintenance of the supplied goods

- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and manuals covering the operation and maintenance of automation software and control systems.
- Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Bidder/Supplier of any warranty obligations under this Contract and
- Conduct of training of the Purchaser's personnel, at the Bidder/Supplier's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.

#### 14. Spare Parts

- Spares asked if any in technical specifications/ scope of supply, shall be made available as per term & condition of contract before commissioning. List of such spares shall be attached with the bid.

#### 15. Warranty/Guarantee

- 15.1 The Bidder/Supplier warrants that the Goods and equipment supplied, installed and commissioned under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder/Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Bidder/Supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Bidder/Supplier also guarantees that the Goods supplied shall perform satisfactorily as per the designed/rated/installed capacity as provided for in the Contract. The warranty will not cover normal wear and tear of consumables and minor spares.
- 15.2 This warranty/guarantee shall remain valid for not less than 12 months after the Goods, or any portion thereof as the case may be, have been delivered and commissioned, or for not less than 18 months after the date of shipment / dispatch, whichever period concludes earlier.
- 15.3 The Purchaser shall promptly notify the Bidder/Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Bidder/Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- 15.5 If the Bidder/Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such **remedial action** as may be necessary, at the **Bidder/Supplier's risk and expense** and without prejudice to any other rights which the Purchaser may have against the Bidder/Supplier under the Contract.
- 15.6 This warranty/guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the Purchaser or his authorized representatives.
- 15.7 The Bidder/Supplier shall guarantee the complete installation for satisfactory performance for a minimum period of twelve months from the date of commissioning. The Bidder/Supplier at his own cost shall rectify any defect arising out of faulty installation or use of substandard material or workmanship.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the Bidder/Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The Bidder/Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by shipping documents, submitted pursuant to Clause 10, and fulfillments of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser within forty five (45) days of submission of an invoice/claim by the Bidder/Supplier and shall be in Indian Rupees only.

**17. Prices**

- 17.1 Prices charged by the Bidder/Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of price adjustments authorized by the special conditions of the contract, vary from the prices quoted by the Bidder/Supplier in its bid and the Contract shall be on fixed price basis. Variation due to changes in statutory levies and exchange rates (for imported items if quoted with foreign currencies multiplied by the exchange rates limited to the foreign currencies ceiling quoted) shall be acceptable within the contact period.

**18. Change Orders**

- 18.1 The Purchaser may, at any time, by a written order given to the Bidder/Supplier make changes within the general scope of the Contract in any one or more of the following:
- Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser
  - The method of shipment or packing
  - The place of delivery or
  - The Services to be provided by the Bidder/Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder/Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder/Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Bidder/Supplier's receipt of the Purchaser's change order.

**19. Contract Amendment**

- 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

- 20.1 The Bidder/Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**21. Sub-contracts**

- 21.1 The Bidder/Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder/Supplier from any liability or obligation under the Contract.
- 21.2 Sub-contracts must comply with the provisions of **Clause 5.**

**22. Delays in the Bidder/Supplier's Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Bidder/Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

22.2 An unexcused delay by the Bidder/Supplier in the performance of its delivery obligations shall render the Bidder/Supplier liable to any or all of the following sanctions:

- Forfeiture of its performance security,
- Imposition of liquidated damages, and/or
- Termination of the Contract for default

22.3 If at any time during performance of the Contract, the Bidder/Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Bidder/Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder/Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder/Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

**23. Liquidated Damages**

23.1 Subject to **Clause 25**, if the Bidder/Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages as under:

**a. For the Supply Component:**

A sum equivalent to **0.5%** of the delivered price of the delayed goods (As per the price break up furnished by the supplier and accepted by the Purchaser, which the supplier fails to supply within the time period specified in the contract for each week of delay.

**b. For the Erection and Commissioning Component:**

A sum equivalent to **0.5%** of the un – executed portion of each week of delay or part thereof beyond the time specified in the contract for the successful completion of the plant.

The total amount so deducted as per above, shall not exceed **10%** of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the Contract.

23.2 Any incremental taxes and levies on account of delay in performance of the Contract by the Bidder/Supplier shall be to the Bidder/Supplier's account.

**24. Termination for Default**

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder/Supplier, terminate the Contract in whole or in part:

- If the Bidder/Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 22 or
- If the Bidder/Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to **Clause 24**, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Bidder/Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Bidder/Supplier shall continue performance of the Contract to the extent not terminated.

24.3 Consequent to such termination of Contract, the Purchaser shall **recover** the **advance paid**, if any, to the Bidder/Supplier along with **interest @ 18%** per annum **compounded quarterly** on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the Bidder/Supplier.

## 25. Force Majeure

25.1 Notwithstanding the provisions of Clauses 22, 23 and 24, the Bidder/Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "**Force Majeure**" means an event beyond the control of the Bidder/Supplier and not involving the Bidder/Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Bidder/Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder/Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Bidder/Supplier, without compensation to the Bidder/Supplier, if:

- The Bidder/Supplier becomes bankrupt or otherwise insolvent,
- The Bidder/Supplier being a Company is wound up voluntarily by the order of a Court receiver, liquidator or Manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 27. Termination for Convenience

27.1 The Purchaser, may by written notice sent to the Bidder/Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Purchaser shall purchase the Goods that are complete and ready for dispatch within 30 days after the Bidder/Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining Goods, the Purchaser may decide:

- To have any portion completed and delivered at the Contract terms and prices and/or

- To cancel the remainder and pay to the Bidder/Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Bidder/Supplier.

Both Purchaser and Supplier shall mutually settle all terminations as per clause 24, 25, 26 and 27.

## **28. Resolution of Disputes**

28.1 The Purchaser and the Bidder/Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Bidder/Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration. The mechanism shall be specified in the Special Conditions of Contract.

## **29. Governing Language**

29.1 The Contract shall be written in the language of the bid, as specified by the Purchaser in the Instructions to Bidder/Suppliers. Subject to **Clause 30**, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

## **30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the **Union of India**.

## **31. Notices**

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex/cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **32. Taxes and Duties**

32.1 The **Bidder/Supplier** shall be **entirely responsible** for all taxes, duties, license fees, etc. incurred until delivery of the contracted Goods to and taking over of the works by the Purchaser. The onus of paying all the statutory levies as per the applicable tariff heads and norms shall be on the Bidder/Supplier.

## **33. Right to use defective equipment**

33.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchasers' operation.

**34. Income Tax and Other Taxes**

34.1 The Bidder/Supplier shall be liable to pay all corporate taxes, income tax and other taxes that shall be levied according to the laws and regulations applicable from time to time and the price bid by the Bidder/Supplier shall include all such taxes. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the Bidder/Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder/Supplier from his responsibility to pay any tax that may be levied on income and profits made by the Bidder/Supplier in respect of the Contract. The Bidder/Supplier's staff, personnel and labour will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder/Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations. The Purchaser shall not, in any way, be responsible for such payments by the Bidder/Suppliers' staff. Work contract tax will be deducted as per the provision of VAT Laws of C.G.State.

**35. Jurisdiction**

35.1 Settlement of any dispute out of the purchase order/ contract against this bid shall be subject to the courts at Raipur (C.G.).

35.1 Settlement of any dispute out of the purchase order/ contract against this bid shall be subject to the courts at address mentioned in "invitation for bid".

**36. Arbitration**

36.1 If any dispute is arisen between the parties, it would be referred to the Managing Director of Raipur Sahakari Dugdh Utpadak Sangh Limited. The Managing Director will adjudicate the dispute within period of 30 days from such occurrence. In case, the party (supplier/bidder and/ or contractor) is aggrieved with the order of the Managing Director, the parties may prefer an appeal to the Chairman, Raipur Sahakari Dugdh Utpadak Sangh Limited within period of 30 days and the Chairman, Raipur Sahakari Dugdh Utpadak Sangh Limited will deliver his decision within period of 90 days. If any parties are not satisfied with the decision given by the chairman, then they may file reference petition before the Arbitration Tribunal as constituted by the State of Chhattisgarh.



**SECTION - 4**

**SPECIAL CONDITION OF CONTRACT**

**TABLE OF CLAUSES:**

<b>Clause Number</b>	<b>Topic</b>	<b>Page Number</b>
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4.3	Performance Security (Clause 7)	
4.4	Inspection and tests (Clause 8)	
4.5	Delivery and Documents (Clause 10)	
4.6	Insurance (Clause-11)	
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4.8	Spare Parts (Clause 14)	
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4.10	Warranty/Guarantee (Clause 15)	
4.11	Payment (Clause 16)	
4.12	Resolution of Disputes (Clause 28)	
4.13	Notices (Clause 31)	

Section IVPART: ISPECIAL CONDITIONS OF CONTRACT:

The following special conditions of contract shall supplement the General conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General conditions of contract. The corresponding clause number of the General conditions is indicated in parentheses:

**4.1 Definitions (Clause 1)**

4.1.1 The Supplier is (Name of Supplier).

**4.2 Equivalency of Standards and codes**

4.2.1 Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards and codes specified will be accepted subject to the purchaser's prior review and written approval. Difference between the standards specified described in writing by the supplier and submitted to the purchaser requires the purchaser's approval. In the event the purchaser determines that such proposed deviations do not ensure equal or higher quality, the supplier shall comply with the standards set forth in the documents.

**4.3 Performance Security (Clause 7)**

4.3.1 The Performance Security shall be in the amount of 10% of the contract price up to sixty days after the date of completion of performance obligations including warranty obligations.

**4.4 Inspection and tests (Clause 8)**

4.4.1 The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase order form and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.

**4.5 Delivery and Documents (Clause 10)**

4.5.1 For imported goods

Upon shipment, the Supplier shall notify the purchaser and the Insurance Company by E mail or Fax the full details of the shipment including purchase order number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The supplier shall mail the following documents to the purchaser, with a copy to the Insurance Company :

Original and seven copies of :

- i) the supplier's invoice showing purchase order no., goods description, quantity, unit price, total amount;
- ii) the negotiable, clean, on-board bill of lading marked freight prepaid and six copies of non-negotiable bill of lading;
- iii) packing list identifying contents of each package;

- iv) Insurance certificate;
- v) Manufacturer's/suppliers' guarantee certificate;
- vi) Inspection certificate, issued by the nominated inspection agency and the supplier's factory inspection report; and
- vii) Certificate of origin.
- viii) The supplier's certificate certifying that the defects pointed out during inspection have been rectified.

The above documents shall be received by the purchaser at least one week before arrival of the goods at the port and, if not received, the supplier will be responsible for any consequent expenses.

#### 4.5.2 For Domestic Goods(Clause 10)

Original and seven copies of :

- i) the supplier's invoice showing purchase order no., Goods' description, quantity, unit price, total amount;
- ii) Delivery note/packing list/lorry receipt;
- iii) Manufacturer's/Supplier's guarantee certificate;
- iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- v) Certificate of origin;
- vi) Insurance policy;
- vii) Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
- viii) Any other document evidencing payment of statutory levies.

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical to that used in the purchase order/contract. The dispatch particulars including name of transporter, LR no. and date should also be mentioned in the invoice/s.

#### 4.6 Insurance (clause 11)

4.6.1 The marine/transit insurance shall cover an amount equal to 110% of the FOR destination value of the goods from "warehouse to warehouse" on "All Risks" basis including War Risks and Strike clauses valid for a period not less than 3 months after the date of arrival of Goods at final destination.

#### 4.7 Incidental services (Clause 13)

4.7.1 The incidental services shall be provided as per the requirements outlined in the Schedule of Specifications and as covered under Clause 3.13. The cost shall be included in the contract price, if provided for in the scope of the scope of the Contract.

4.8 **Spare Parts (Clause 14)**

4.8.1 Suppliers shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order.

4.9 **Losses during Trial :( Clause 23)**

Not applicable to this tender.

4.10 **Warranty/Guarantee (Clause 15)**

4.10.1 The warranty/guarantee shall be as specified in payment terms & conditions.

4.11 **Payment (Clause16)**

4.11.1 Payment for supply, installation and commissioning contracts:

**Supply components only**

- 30% advance (on acceptance of the order after signing the agreement) against a bank guarantee for the advance payment from a Nationalized Bank for 30% value of the Contract/purchase order. This bank guarantee shall be valid for a period of three month.
- 60% payment within 30 days on safe receipt of the goods at site. 10% balance payment on satisfactory commissioning & trial run of the equipment/ plant/machine against submission of the performance bank guarantee by the supplier along with relevant trial run report duly signed by concerned officer of RSDUSL, Raipur.
- 10% balance payment on satisfactory commissioning & trial run of the equipment/ Plant / machine against submission of the performance bank guarantee by the supplier along with relevant trial run report duly signed by concerned officer of RSDUSL, Raipur.

**Erection component only**

- 10% advance on acceptance of the order, signing of the agreement, submission of the bank guarantee as per the terms of the Contract/purchase order and against a bank guarantee for the advance payment from a Nationalized Bank for 10% value of the contract/purchase order. This bank guarantee shall be valid for a period of three month.
- 50% payment after complete erection work.
- 30% payment on satisfactory commissioning & successful trial run of the plant/ equipment/ machine against submission of successful trial run report duly signed by concerned Officer of RSDUSL, Raipur
- 10% balance payment after submission of performance bank guarantee of equivalent value. In all the cases the suppliers are required to furnish the performance bank guarantee from a Nationalized Bank for an amount equivalent to 10% of the Contract/purchase order value valid for one year till the end of the contract/purchase order and signing of the agreement.

## **Section-5**

# **Technical Specifications**

## INDEX

1. Introduction
2. Technical Specifications
3. Schedule of Requirement
4. Drawings, Data & Documentation

## 1. INTRODUCTION

The milk processing plant at Urla is presently handling about 50 KLPD of milk with various processing & packing facilities like milk in pouch, Ghee, Lassie, Paneer, shrikhand, white butter etc. The plant is supported by various utilities and services to cater the processing need.

For enhancement of capacity of dairy plant as a part of process improvement, it is envisaged to install various utility equipments in the dairy plant including up gradation, renovation of old equipment of refrigeration plant in the phased manner.

The brief details of works which are being carried out in the sections are;

1. Milk Reception
2. Milk Processing and product manufacturing
3. Refrigeration system.
  - A. Cold store, Deep freeze
  - B. Chilled water, Glycol chiller
4. Steam Generation
5. CIP system
6. Piping & other related works.

### **REFRIGERATION SYSTEM**

**Scope of work :** The scope of work includes supply, installation, up gradation, renovation for enhancement of capacity of complete refrigeration plant to handle separately for maintaining of glycol, chilled water temperature for processing and chilling of milk at 1 – 4 °C and also renovation maintaining of one cold store temperature at 4 – 6 °C for milk and milk products on **Turn Key basis.**

The scope of work also include supply, installation of compressor, motors, starter, cable, trays, valve, pipeline, PHE, R.O. Plant etc. on Turn key basis as detail below. The work also includes servicing of doors (cold store). Parties shall quote the rate separately for each items.



## 2. TECHNICAL SPECIFICATION

### 2.1 Standalone Refrigeration system for one Cold Store

	<u>Cold Store</u>
Temp. Of	+2 to +6 °C
Room Size (approx.)	12(L) x 7(B) x 3(H) Meter
Product to be cooled	Milk
Qty of product	50 TLPD
Product inlet Temp.	+ 10 °C
Product outlet temp.	+ 6 °C
Ambient temp.	+ 42 °C
Units	One set

The system comprise of complete packaged refrigeration system with compressor, control panel, all refrigeration control, AHU for cold store & deep freeze, connecting piping with insulation. Insulation of cold store with 40 Kg/ m<sup>3</sup> density PUF panel (excluding flooring).

The system shall comprise following main components;

1. Fully Automatic Refrigeration System based reciprocation compressor with Suitable Capacity with Fly wheel, Safety valve, oil sight glass, suction and discharge valves, drive accessories and foundation bolts. A direct coupled system shall be preferred (Equivalent to walk in Cooler type).
2. Motor for above compressor, TEFC, Fan Cooled, 415V AC, 50 Hz.
3. Control panel with suitable Star Delta Starter.
4. Ammonia Oil Separator of scrubber type with complete with flanged connections and valves.
5. PHE type Ammonia condenser with suitable size complete with standard accessories (pipeline, valves etc).
6. Ammonia Receiver with suitable size complete with liquid inlet and outlet valves, safety valve, purge valve, charging valve etc.
7. ACU for cold store with continuous designed plate fins, continuous duty direct driven fan with suitable rating motor.
7. Suitable rating FRP induced type cooling tower with fan motor, water basin, fills, etc.

9. Set of mono block pumps for circulation of cooling tower water (1 W+1 S) with strainer and other accessories.
10. Ammonia/cooling tower water pipes, valves & fitting including PUF insulation wherever required for complete system.
11. Controls for above like coils, solenoid valves, Float switches, Hand expansion valves, strainers etc.
12. Electrical cubical panel suitable for various electrical controls for 415 V, 3 Phase requirement.
13. Any other accessories required for completion of the system.
14. The scope shall includes dismantling and removal of existing damaged insulation work and replacement with new one in consultation with project authorities.

## **2.2 Reciprocating Ammonia Compressor (with Motor & Control panel)**

Capacity : 50TR

Type : Reciprocating

Quantity : 2 Nos

Refrigerants : R-717

Evaporating Temp. : - 5Deg. C

Condensing Temp. : + 38 Deg. C

Non-contributing suction : +5Deg. C

superheat

The unit is to be inclusive of all internal piping and electric wiring and inclusive of the following main components:

Suction and discharge line stop valves

Suction and discharge line check valves

Controls and instruments comprising of pressure transducers, temperature switches, solenoid valve, etc.

V Belt and coupling guard

Lubrication system:

The Control panel is to be factory mounted, completely piped and wired with all the required safety and operating devices.

### **MOTOR FOR ABOVE COMPRESSOR**

Suitable rating 2 pole, TEFC, horizontal foot mounted, squirrel cage, induction motor having degree of protection IP 55, suitable for operation on 415V, 50 Hz, 3 phase, AC supply. The motor shall be equipped with winding thermistors (energy efficient).

### **ELECTRICAL STARTER**

Suitable capacity for starting of compressor motor. The starter will be located in the in the refrigeration room. The starter shall incorporate the following:

- **Complete Electrical Panel**
- Motor feeder HRC fuses
- Microprocessor based protection & metering relay with communication with DCS.
- Contactors
- ON/OFF push buttons
- Emergency Stop
- Digital Ammeter, voltmeter
- Time totalizer

### BOQ for Renovation of Raipur Dairy Plant

Sr. No.	Description	Capacity	UOM	Qty
2.1	Standalone Refrigeration system for one Cold Store		Job	1
2.2	Reciprocating Ammonia Compressor with Motor & Control panel	50TR	Set	2
	Total for Supply			
2.3	Erection & Commissioning of above equipment	Suitable	Job	1

**Battery Limit:**

1. Work is to be carried out in phased manner so that day to day production and packaging in the plant is not disturbed / effected.
2. Disposal of removed/unused equipment/material within premises shall be in the scope.
3. All the utilities shall be tapped from nearest pipeline in the process hall.
4. Any modification, addition alteration required at the time of ongoing work shall be carried out by the contractor with the consent of technical staff.
5. Bidder shall have to quote the rates in detail after inspection of site.

**SITE ADDRESS:**

**RAIPUR SAHKARI DUGDH UTPADAK SANGH LIMITED (RSDUSL).**

**URLA, PO: B.M.Y. CHARODA, Dist: DURG, CHATTISGARH – 490025**

**4. DRAWINGS, DATA AND DOCUMENTATIONS**

**DRAWING/DOCUMENTS REQUIRED FROM THE BIDDER**

The Bidder must enclose the following Drawings/documents with the Offer:

- Technical details & GA drawing of major equipment with utility consumption.

- The drawing should clearly mention the place of modification, addition, alteration, positioning, installation of machine in different section.

## **5. PERFORMANCE & CONSUMPTION GUARANTEE**

### **PERFORMANCE GUARANTEE**

In all the cases the suppliers are required to furnish the performance bank guarantee from a Nationalized Bank for an amount equivalent to 10% of the Contract/purchase order value valid for one year till the end of the contract/purchase order and signing of the agreement.

### **CONSUMPTION GUARANTEE**

The utility consumption will be indicated by the bidder for the parts of equipments supplied by him. The consumption will be forming a part of commercial evaluation for a period of three year. The utility cost for 3 year operation will be calculated and considered as a part of cost of machine during commercial evaluation. This is with view to receive energy efficient plant and machinery.

**SECTION - 6**

**BID FORM AND PRICE SCHEDULE**

**FORM OF BID**

(Bidders are required to furnish the Form of Bid and appropriate Price Schedule in the format given in this Section and filling all the blank spaces.)

Date :.....

Document Ref. No.: As mentioned in "Invitation for Bid"

To: (Name and Address of Purchaser)

Gentlemen:

Having examined the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/and or supply and deliver Goods and Services including installation and commissioning as detailed in the price schedule, in conformity with the said Bidding Documents including –

the technical specifications and drawings except to the extent of deviation statement furnished in our bid)

and the Conditions of Contract

as mentioned in or referred to therein for the sum of (Total Bid Amount in words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid and the said conditions.

We accept all the conditions of the Bidding Document in this Bid Form and this acceptance shall prevail over any other conditions, if any, given in our Bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the Goods and Services as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order/Notification of Award/Letter of Credit.

If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of 120 days from the date fixed for bid opening under Clause 22 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written accepted thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In the Capacity of)

Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder) \_\_\_\_\_

\_\_\_\_\_  
Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_



**SECTION – 7**  
**CONTRACT FORM**

**(CONTRACT FORM)**

(ON NON-JUDICIAL STAMP PAPER OF RS. 20/-)  
(Rupees Twenty Only)

THIS AGREEMENT made on date \_\_\_\_\_ between \_\_\_\_\_, India (hereinafter "the Purchaser") of the one part and of (hereinafter "the Supplier") of the other part:

WHEREAS the Purchase is desirous that certain Goods and ancillary Services including erection and commissioning, should be provided by the Supplier, viz.

(Brief description of Goods and Services and has accepted a bid submitted by the Supplier in response to the Purchaser's Bidding Document Reference Document Ref. No.: as mentioned in "Invitation for Bid" for the supply of those Goods and Service in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions and in the above-referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  1. the offer and the price schedule submitted by the Supplier and accepted by the purchase.
  2. the schedule of requirement/list of items and the technical specifications in the work order no..... dt.....
  3. The terms and conditions in Section III and IV in the above referred Bidding Document:
  4. The Purchaser's Purchase Order No. HQ. dated (File ref.:)
3. In Consideration of the payments to be made by the Purchase to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Purchaser's purchase Order and Bidding Document.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Purchase Order at the times and in the manner prescribed in the Purchase Order and Bidding Document.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said \_\_\_\_\_ (For the Purchaser) in the presence of : \_\_\_\_\_

\_\_\_\_\_.

Signed, Sealed and Delivery by the said \_\_\_\_\_ (For the Supplier in the presence of : \_\_\_\_\_.

**SECTION – 8**

**FORM OF BANK GUARANTEE**

**(Form of Bank Guarantee towards Performance security)**

(ON NON-JUDICIAL STAMP PAPER OF RS.160/-)

Bank Guarantee No.

Date :

This deed of performance guarantee made this \_\_\_\_\_ day of \_\_\_\_\_  
(year) by \_\_\_\_\_

(Name and address of the Bank) (herein referred to as the Bank which expression shall unless repugnant to the context or meaning thereof includes its legal representatives, successors and assigns and the \_\_\_\_\_ which expression shall unless repugnant to the context of meaning thereof include its legal representative, successors and assignees.

Whereas, Purchaser has awarded a Contract and Purchase order bearing No. \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_ on  
M/s. \_\_\_\_\_ (name and address of the party) (hereinafter referred  
to as the 'Supplier') for the supply/supply of \_\_\_\_\_. And whereas,  
the Supplier has agreed to submit a performance guarantee in the form of a Bank Guarantee to Federation in  
terms and conditions of the Bidding Document and the Contract which will be kept valid upto----- calendar  
months from the date of Bank Guarantee (the period should its duly Constituted agent and officer has already  
read and understood the contract made between PURCHASER and the Supplier.

In consideration of PURCHASER having agreed to award the contract/purchase order on the Supplier, we  
\_\_\_\_\_ (name of the Bank), do hereby guarantee, undertake, promise and agree to  
with PURCHASER, its legal named (name of the faithfully) their legal representatives and assignees will  
faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their  
part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner  
therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to  
PURCHASER of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the 10% of the  
contract value, in case the Supplier, their legal representatives and assignees do not faithfully perform and  
fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed  
or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations  
thereunder.

In case, the Supplier fails to perform or fulfill the Contract/Purchase Order as per the terms and conditions  
agreed upon, PURCHASER is entitled to demand an amount equal to 10% of the Contract value from the  
Supplier and the demand made by PURCHASER by itself will be conclusive evidence and proof that the

Supplier has failed to perform or fulfill his obligations and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, \_\_\_\_\_ (name of the Bank), do hereby undertake to pay an amount equal to 10% of the order value, being the amount due and payable under this guarantee without any claimed is due by way of non-performance of the contractual obligations as aforesaid by the supplier or by reason of the Supplier's failure to perform the said contractual commitments/Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount equal to 10% of the total order value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of Bank till PURCHASER certifies that the terms and conditions of the said contract/purchase order have been fully and properly carried out by the said Supplier and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by PURCHASER on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, \_\_\_\_\_ (name of the Bank), further agree with PURCHASER that PURCHASER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary nay of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by PURCHASER against the conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of PURCHASER to the said Supplier by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which PURCHASER may have or hereafter possess in respect of the goods supplied or intended to be supplied and PURCHASER

shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that PURCHASER may be entitled to receiving or have a claim upon and PURCHASER at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to PURCHASER on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_, (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of PURCHASER in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The guarantee shall remain in force until \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of PURCHASER under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

\_\_\_\_\_  
(SIGNATURE)

Place : SEAL

Date : CODE NO.

NOTES :

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NUMBER OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

**(Form of Bank guarantee against Advance Payment)**

(ON NON-JUDICIAL STAMP PAPER OF RS. 40/-)

Bank Guarantee No. \_\_\_\_\_

Date : \_\_\_\_\_

1. In consideration of the PURCHASER having agreed to grant an advance of Rs. \_\_\_\_\_  
 \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) to M/s.  
 \_\_\_\_\_ (hereinafter called the said supplier) under the terms and  
 conditions of an contract/purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made between  
 the Board and M/s. \_\_\_\_\_ for the supply/supply, erection and commissioning (hereinafter  
 called the 'said contract/purchase order') on production of a Bank Guarantee for  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called 'the Bank') do hereby undertake to pay PURCHASER an  
 amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)  
 against any loss/damage caused to or suffered would be caused or suffered by PURCHASER by reason of any  
 breach by the said suppliers (s) of any of the terms conditions contained in the said contract/purchase order.

2. We, \_\_\_\_\_, do hereby undertake to pay the amounts due and payable under  
 this guarantee without any demur merely on a demand from PURCHASER stating that the amount claimed is  
 due by way of loss or damage caused to or would be the said supplier (s) of any of the terms and conditions  
 contained in the contract/purchase order or by reasons of the suppliers(s) failure to perform the said  
 contract/purchase order, any such demand made on the Bank shall be conclusive as regards the amount due  
 and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.  
 \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, \_\_\_\_\_, further agree that the guarantee herein contained shall remain in full force  
 and effect during the period that would be taken for the performance of the said contract/purchase order and  
 that it shall continue to be enforceable till all the dues of PURCHASER under, or by virtue of the said  
 contract/purchase order have been fully paid and it's claims satisfied or discharged or till PURCHASER certifies  
 that the terms and conditions of the said contract/purchase Order have been fully and properly carried by the  
 said supplier(s) and accordingly discharge the guarantee unless a demand or claim under this guarantee made  
 on us writing on or before \_\_\_\_\_, we shall be discharged from all liability under this  
 guarantee thereafter.

4. We, \_\_\_\_\_, further agree with PURCHASER that PURCHASER shall have the fullest  
 liberty without our consent vary any of the terms and conditions of the said contract/purchase Order to  
 extend time of performance by the said Supplier from time to time or to postpone for any time or from time  
 to time any of the power excerciseable by PURCHASER against the said Supplier and to forbear or enforce any  
 of the terms and conditions relating to the said contract/Purchase Order and we shall not be relieved from our

liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of PURCHASER or any indulgence by PURCHASER to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of PURCHASER in writing.

6. Notwithstanding anything stated herein above the liability of the Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The guarantee shall remain in force till the \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of PURCHASER under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Place:

\_\_\_\_\_  
(SIGNATURE)

Date:

SEAL

CODE NO.

NOTES:

1. SUPPLIERS SHOULD ENSURE THAT SEAL CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.



**SECTION – 9**

**Manufacturers' Authorization Form**

**(Manufacturers' Authorisation Form)**

No \_\_\_\_\_ dated \_\_\_\_\_

To,

Managing Director

RAIPUR SAHKARI DUGDH UTPADAK SANGH LIMITED.,

URLA, PO: B.M.Y. CHARODA, Dist: DURG, CHATTISGARH - 490025

Dear Sir,

Sub: Document Ref. No.: As mentioned in "Invitation for Bid"

We, \_\_\_\_\_ an established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorise M/s \_\_\_\_\_ (Name and address of Agents) to bid, negotiate and conclude the contract with you against bid No \_\_\_\_\_ for the above goods manufactured by us.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid.

We hereby extend our full guarantee and, warranty as per clause 15 of the General Conditions of Contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)

For and on behalf of M/s.

(Name of Manufacturers)

Note:

This letter of authority should be on the Letterhead of the Manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**SECTION – 10**

**QUALIFICATION APPLICATION**

**(Format for Qualification Application)**

All the bidders submitting their bids against this bid for any or all the items must submit the qualification application along with the information in the following formats together with the relevant documentation:

**FINANCIAL BUSINESS AND TECHNICAL CAPABILITY**

(FORMAT-A)

Name and address of Bidder:

Phones: \_\_\_\_\_ Fax: \_\_\_\_\_ e Mail: \_\_\_\_\_

1. Latest Balance sheet filed with \_\_\_\_\_ on \_\_\_\_\_ (Attach audited copies of annual accounts of past 3 years. Indigenous bidders to attach copy of accounts audited under section 44 AB of Income Tax Act. In case the accounts are not required to be audited, the information or Manager of a Nationalized Bank).
2. Latest Profit & Loss Statement from \_\_\_\_\_ to \_\_\_\_\_ filed with \_\_\_\_\_ on \_\_\_\_\_. (Attach an audited copy.)
3. Financial position (in the respective currency)

a)	Cash & Bank balances	h)	Share capital Free reserves Other reserves (Please specify)
b)	Fixed Assets – Gross and Net	i)	Term loans from financial institutions and banks
c)	Current Assets	j)	Working capital
D)	Current liabilities Bank cash credit Others (incl. sundry Creditors)	k)	Net worth
e)	Provisions	l)	Debtors and advances considered good: more than 6 months less than 6 months
f)	Contingent Liabilities (incl claims not acknowledged, please specify)		
g)	Inventories		

**4. Total Liabilities:**

- a) Current Ratio: Current Assets to Current Liabilities.
- b) Acid Test Ratio: Cash, temporary investment held in lieu of cash and current receivable to current liabilities.
- c) Total liability to Net worth.

**5. Net Sales (in the respective currency)**

- a) Current period
- c) During the year

- b) During the last Financial year before last Year

**6. Net Profit before Tax**

- a) Current period  
b) During the last Financial Year  
c) During the year before last Financial Year

The Profit and loss Statements have been certified through Chartered Accountant.

**7. Bidders' Financial arrangements (check appropriate item)**

- a) Own Resources b) Bank Credits c) Others (Specify)

**8. Certificate of Financial Soundness from bankers of bidders.**

**9. Income tax clearance:-**

Please enclose copies of following documents:

- a) Details of income tax b) Last income tax registration and clearance certificate.

**10. Sales**

Category	Value of current orders to be executed in respective currency	Value of anticipated sales for next financial year in respective currency.
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A) Govt. Department

B) Commercial

**11. Licensed capacity to manufacture:**

Description of equipment.	Size	Licensed	No.of Units	Manufactured	Second
	Cap.	Capacity	Current year	Last year	Last year

**12. List, if any, of bidders' rate contract with the following organizations:**

Organization	Yes/No	If Yes, date contract finalized
a. Directorate General of supplies & Disposal, Government of India.		
b. Central Equipment Stores		
c. Purchase Organization for		
d. State Governments.		

**13. Describe Quality Control Organization, if any, and give the Organization Chart.**

- a) Are goods offered subject to batch test, random sampling or full 100% test for quality?  
 b) Are tests carried out by factory employees or by a separate testing agency?  
 c) Are independent Quality Control Organization checks made and certificates issued?

**14. Annual Turnover**

Financial Year	Turnover
2011/12 (Up to date of submission of bid)	Rs.
2010/11	Rs.
2009/10	Rs.

Capability statement of personnel, equipment,

**Plant and past performance**

(Format-B)

1. **Name & address of the bidder** **Phone:**
2. Classifications (1) Manufacturer  
 Circle what is (2) Authorised Agent  
 (3) Dealer  
 (4) Others, please specify
3. **Plant:** a) Location  
 b) Description, Type & Size of building  
 c) Is property on lease or free hold? If on lease indicate date of expiry of lease in each case.

**4. (a) Type of equipment manufactured and supplied during last 2 years.**

Name of equipt.	Capacity/Size	Nos. manufactured.	Projects to which supplies are made	No. of orders on hand

**4 (b) Type of equipment manufactured, supplied, installed and commissioned during last 2 years.**

Name of equipment	Capacity/Size	Nos manufactured	Projects to which supplied, installed & commissioned	No. of orders on hand

**5 (a) Types of equipment supplied during last 2 years other than those covered under 4 above.**

Name of Equipt.	Capacity, Size & model.	Name of Manufacturers & Country	Total Nos. supplied in India	Projects to which supplies are made	No of orders on hand

		origin.			
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**5 (b) Types of equipment supplied, installed and commissioned during last 2 years other than those covered under 4 a and b above**

Name of Equipt.	Capacity, Size & model.	Name of Manufacturers & Country origin.	Total Nos. supplied, installed & commissioned	Projects to which supplied installed & commissioned.	No of orders on hand
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**6. Plant Facilities:**

	Sq. Meter	Remarks
a) Space available for manufacture	_____	
b) Space available for storage	_____	
c) Space available for		
d) Inspection items offered.	_____	
e) Space available for Storage items offered	_____	
f) Are buildings fire resistant?	Yes/No	
g) Are premises approved by Municipal fire department?		_____
h) Are buildings under municipal fire protection?		_____
i) Are power & fuel supply adequate to meet production requirements?		_____
j) Are adequate transportation facilities available?		_____
k) Are safety measures		_____

adequate for performance  
of proposed contract? \_\_\_\_\_

- l) Are adequate material  
Handling equipment  
available? \_\_\_\_\_

### 7. Details of Testing equipment available

- a) List testing equipment available  
b) Give details of tests which can be Carried out on items offered.  
c) Details of the testing organization available.

### 8. Personnel/Organisation :

Give Organisation chart for following, indicating clearly the No. of employees at various levels :

1. Production
2. Marketing
3. Installation and commissioning
4. Service
5. Spare parts
6. Administrative

### 9. Nearest service centre to buyer :

Location \_\_\_\_\_ Phone no. \_\_\_\_\_

### 10. Details of Organisation at Service Centre

- a) No. of skilled employees \_\_\_\_\_  
b) No. of unskilled employees \_\_\_\_\_  
c) No. of engineering employees \_\_\_\_\_  
d) No. of administrative employees \_\_\_\_\_  
e) List of special repair/workshop  
facility available \_\_\_\_\_  
\_\_\_\_\_
- f) The storage space available for spare parts \_\_\_\_\_ sq.m  
g) Value of minimum stock of spares available at all the service centres in respective  
currency \_\_\_\_\_  
h) List of the models/types by number of equipment serviced by the Center in last 2 years:

11. **Name of two buyers to whom similar equipment are supplied, installed and commissioned in the past and to whom reference may be made by the NDDB/Federation regarding the bidder's technical and delivery ability:**

1) \_\_\_\_\_



2) \_\_\_\_\_

12. List of components usually subcontracted \_\_\_\_\_
13. Schedules for furnishing technical data and certified drawings after receipt of orders \_\_\_\_\_.
14. Workload as percentage of total capacity for the current and forth coming financial year on quarterly basis \_\_\_\_\_
15. Number of weeks required to prepare a bid proposal \_\_\_\_\_
16. List of major projects of similar size and nature previously undertaken by the bidder.

Name of the client	Project	Year of award	Year of completion	Capacity & Products	Value & Currency